IMAGED 764 PAGES
ON 10-17-08
DATE

NOTICE OF MEETING
FORT BEND COUNTY COMMISSIONERS COURT
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, OCTOBER 7, 2008
1:00 O'CLOCK P.M.

AGENDA

1. Call to Order.

2. Invocation and Pledge of Allegiance by Commissioner Patterson.

3. Approve minutes of Public Hearings held on September 22, 2008, and regular meeting held on September 23, 2008.

4. Announcements and Public Comments.

5. PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:
   A. Approval of replat for Colony One Auto Center, being a replat of restricted reserve "A" Vinings II Apartments, Pct. 2.
   B. Acceptance of the revised traffic control plan for Seven Meadows Parkway & Reserves to establish school zones for new Katy ISD Elementary School #31 on Seven Meadows Parkway, Pct. 3.
   C. Acceptance of the traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road, Pct. 3.
   D. Acceptance of the traffic control plan for Falcon Ranch, Section 7, Pct. 3.
   E. Acceptance of the traffic control plan for Katy Creek Ranch, Section 1 and Section 2, Pct. 3.

CONSENT AGENDA ITEMS 6 - 21:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   Sheriff's Office:
   A. Ratify travel by Judy Cervenka to Denver, Colorado, October 5-9, 2008, to attend Tiburon User's Group training. (Fund: Sheriff, Travel)
   B. Ratify travel by James Fontenot and Wes Webber to Bellinghan, Washington, September 30-October 1, 2008, for prisoner extradition. (Fund: Sheriff, Travel)
   C. Ratify travel by Aramis Gonzales and Sean Baudat to New York, New York, September 25-26, 2008, for prisoner extradition. (Fund: Sheriff Travel)
   D. Ratify travel by James Murray and Mike Kubricht to Philadelphia, Pennsylvania, September 23-24, 2008, for prisoner extradition. (Fund: Sheriff Travel)

7. **COUNTY JUDGE:**
   - A. **Approve renewal of Agreement between Fort Bend County and Fort Bend Regional Council on Substance Abuse, Inc. in the amount of $30,000 to provide certain services to alcohol and drug dependent residents of Fort Bend County for the term of October 1, 2008 through September 30, 2009. (Fund: Non-Departmental, Fees)**
   - B. **Approve renewal of Agreement between Fort Bend County and The Katy Area Economic Development Council in the amount of $15,000 for administration of the County's economic development activities in the Katy Area, Precinct 3, for the term of October 1, 2008 through September 30, 2009. (Fund: Non-Departmental, Fees)**
   - C. **Approve renewal of Agreement between Fort Bend County and Mental Health America of Fort Bend in the amount of $60,000 to provide mental health services for the term of October 1, 2008 through September 30, 2009. (Fund: Non-Departmental Fees)**
   - D. **Accept FY 08 payment from Texas Commission on Environmental Quality (TCEQ) in the amount of $1,475,738.71 for the regional Low Income Repairs and Replacement Program (LIRAP), administered by Houston-Galveston Area Council.**
   - E. **Accept FY 09 payment from Texas Commission on Environmental Quality (TCEQ) in the amount of $1,208,082.58 for Fort Bend County's Low Income Repairs and Replacement Program (LIRAP), administered by Houston-Galveston Area Council.**

8. **BUDGET TRANSFERS:**
   - A. **<u>Facilities Management & Planning</u>: Approve transfer of FY08 funds in the amount of $3,000 from Information Technology into Fees to allocate additional funds needed for ExecuTeam services through September 30, 2008.**
   - B. **<u>Fairgrounds</u>: Approve transfer of FY 09 funds in the amount of $6,500 from Property and Equipment into Capital Acquisitions to allocate funds for purchase of copier into correct line item.**
   - C. **<u>Parks Department</u>: Approve transfer of FY 09 funds in the amount of $6,500 from Property and Equipment into Capital Acquisitions to allocate funds for purchase of copier into correct line item.**
   - D. **<u>Public Transportation</u>: Approve transfer of FY 08 funds in the amount of $750,166 as detailed on Director's form dated September 30, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the Federal FY 2008 Urban Transportation Grant.**

9. **COMMUNITY DEVELOPMENT: Approve payment of Invoice No. 18 in the amount of $1,848.09 to Claunch & Miller for engineering services regarding the City of Kendleton's Wastewater System Project. (Fund: Community Development)**

10. **CONSTABLE, PCT. 1:**
    A. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District Number 23, Number 24, and Newpoint Estates Homeowners Association effective October 1, 2008 through September 30, 2009.**
    B. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Greatwood Community Association, effective October 1, 2008 through September 30, 2009.**

11. **CONSTABLE, PCT. 4:**
    A. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend Toll Road Authority, effective October 1, 2008 through September 30, 2009.**
    B. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and New Territory Residential Community Association, effective October 1, 2008 through September 30, 2009.**

12. **DISTRICT ATTORNEY:**
    A. **Record into Minutes the District Attorney's Worthless Check Budget for FY09 in the amount of $40,425.**
    B. **Approve and record into Minutes the District Attorney's State Asset/Forfeiture Budget for FY09 in the amount of $97,840.**

13. **ENGINEERING:**
    A. **Approve payment of Invoice No. 808184 (Pay Estimate No. 6) in the amount of $13,443.86 to Klotz Associates regarding labor rates pertaining to Fort Bend County Mobility Bond Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility, Fees)**
    B. **Approve payment of Invoice No. 0807833DL109 (Pay Estimate No. 4) in the amount of $28,530.30 to KBR (Kellogg Brown & Root) regarding the Toll Road Feasibility Study (University Blvd over the Brazos River), Precincts 1 and 4. (Fund: Toll Road Operations)**
    C. **Approve payment of Final Invoice No. 0809833DL109 (Pay Estimate No. 5) in the amount of $22,583.02 to KBR (Kellogg Brown & Root) regarding the Toll Road Feasibility Study (University Blvd over the Brazos River), Precincts 1 and 4. (Fund: Toll Road Operations)**
    D. **Approve payment of Invoice No. 9338R (Pay Estimate No. 2) in the amount of $56,632.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)**
    E. **Approve payment of Invoice No. 06-106919 (Pay Estimate No. 19) in the amount of $487,320.76 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility, Capital Acquisitions)**

ENGINEERING (Continued)

F. **Approve payment of Invoice No. 9350R (Pay Estimate No. 3) in the amount of $24,535.00 to IDCUS, Inc. dba IDS, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)**

G. **Approve payment of Invoice No. 7000792 (Pay Estimate No. 3) in the amount of $16,037.14 to Bury + Partners-Houston, Inc. regarding the expansion of West Bellfort, Mobility Bond Project #741, Precinct 3. (Fund: Mobility Bonds)**

H. **Approve payment of Invoice No. 5376 (Pay Estimate No. 3) in the amount of $8,149.90 to Othon Inc. regarding the expansion of Ransom Road (from River Park to Main Street in Fort Bend County and Richmond, Texas), Mobility Bond Project #747, Precinct 1. (Fund: Mobility Bonds)**

I. **Approve payment of Invoice No. 808255 (Pay Estimate No. 5) in the amount of $18,550.00 to Klotz Associates regarding the expansion of Harlem Road (SH 99 to Beechnut), Mobility Bond Project #727, Precincts 3 and 4. (Fund: Mobility Bonds)**

J. **Approve release of Performance Bond #KO7206422 in the amount of $6,227.00 to ECO Resources, Inc. for completion of work on Sugar Land Howell, Permit #83436, Precinct 3.**

K. **Approve release of Performance Bond #6298129 in the amount of $5,000.00 to Crosstex Gulf Coast Transmission, Ltd. for completion of work on Evans, Beadle Lane and Lateral IIFF, Precinct 1.**

L. **Approve application from Devon Street Homes to construct a driveway tie-in onto Millwood Pass Circle, Precinct 3.**

M. **Approve application from Hurtado Construction Company to do channel widening and installation of three back slope interceptors, Precinct 3.**

N. **Approve application from AT&T Texas to bore under and bury cable along Gonyo Lane, Precinct 1.**

O. **Approve amendment on Permit #83571, Bond #LMP8130678 to allow Marshall Construction to include the construction of a left turn lane on Grand Mission Boulevard, Precinct 3.**

P. **Approve oversize, overweight...bond #5030167 in the amount of $50,000.00 from Common Resources, L.L. C. for any and all damages that may be sustained to any roads or bridges while operating equipment off of West Tavener Road in Fort Bend County, Pct. 1.**

Q. **Approve the plat for Fort Bend County M.U.D. No. 133 Water Plant, Pct. 3.**

R. **Approve the plat for Shops at Grand Parkway, Pct. 3.**

S. **Approve plat for the roads within Stonebrook at Riverstone, Section 1, Pct. 2.**

T. **Approve plat for the lots within Stonebrook at Riverstone, Section 1, Pct. 2**

U. **Approve plat for the roads within Vintage Trail at Riverstone, Pct. 4**

V. **Approve plat for the lots within Vintage Trail at Riverstone, Pct. 4.**

W. **Approve the plat for LJ Parkway and Lake Riverstone Drive at Riverstone Street Dedication Plat, Phase I, Pct. 4.**

X. **Approve the plat for LJ Parkway and Lake Riverstone Drive at Riverstone Street Dedication Plat, Phase II, Pct. 4.**

Y. **Approve the plat for Kinderworks Seven Meadows, Pct. 3.**

14. **FACILITIES MANAGEMENT & PLANNING:**
    - A. **Approve payment of Invoice No. 6512 in the amount of $483.00 to Steel Mailbox Company for drop box for the Precinct 1 Facility. (Fund: Facility Bond Project)**
    - B. **Approve payment of Invoice No. 14558 in the amount of $333.00 to Speedway Shirts & Signs for signage for the Precinct 1 Facility. (Fund: Facility Bond Project)**
    - C. **Approve payment of Invoice No. 32-526933 in the amount of $4,087.05 to Ridgeway's for design documents for the Sienna Library. (Fund: Facility Bond Project)**
    - D. **Approve payment of Invoice No. 10023688 in the amount of $1,440.99 to PGAL for architectural services and reimbursable expenses regarding the Justice Center. (Fund: Judicial Complex Bond Project)**
    - E. **Approve payment of Invoice No. S004386132.001 in the amount of $543.00 to Stuart C. Irby Co., Electrical Distributor, for floodlights at the Jail. (Fund: Facility Bond Project)**
    - F. **Approve payment of Invoice No. 9072 and Invoice No. 9100 totaling $7,276.00 to HTS, Inc. for geotechnical services provided regarding the University of Houston Library at Sugar Land. (Fund: Facility Bond Project)**
    - G. **Approve payment of Invoice No. 807140012 in the amount of $902.33 to Momentum Group for fabric to recover benches in Justice of the Peace No. 3 Court. (Fund: Pct. 3 Relocation-Emily Court Facility)**
    - H. **Approve payment of Invoice #2003-003-016AS in the amount of $5,986.96 to STOA/ Golemon/Bolullo, Architects for professional services and reimbursable expenses for the Sienna Library. (Fund: Facility Bond Project)**
    - I. **Approve payment of Invoice #91942821 in the amount of $16,240.92 to Tremco Weatherproofing Technologies for roof repairs at the George Memorial Library. (Fund: Facility Bond Project)**
    - J. **Approve Pay Application No. 08-00300004 in the amount of $182,450.35 to Bass Construction Company for work done on the Needville Service Center. (Fund: Facility Bond Project)**
    - K. **Approve Pay Application No. 08-00100002 in the amount of $293,949.00 to Bass Construction Company for work done on the Tax Assessor/Collector Facility. (Fund: Facility Bond Project)**

15. **FIRE MARSHAL: Approve renewal of Fire Protection Agreement between Fort Bend County and City of Missouri City, effective for a two-year period, October 1, 2008 through September 30, 2010.**

16. **HUMAN RESOURCES: Approve sixteen days of extended sick leave for an employee of the Sheriff's Office, Position No. 5601-0346.**

17. **FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed these items at their regular meeting held on September 24, 2008, and makes the following recommendations to Commissioners Court:**
    - **A. Administration/Engineering:**
        1) **Approve proposal in the amount of $14,620.00 from Craig & Heidt, Inc. for the removal of a culvert for the Fort Bend Parkway Project.**
        2) **Approve Amendment to Agreement between the Authority and Mike Stone dba Professional Project Management Services for consulting, management, and administrative services for the Fort Bend Parkway, Project A and Westpark Corridor.**
    - **B. Treasurer:**
        1) **Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated September 24, 2008, for construction work in an amount totaling $5,323.52; of which $779.00 is for Section A of the Fort Bend Parkway; $2,443.75 for Section B of the Fort Bend Parkway; $498.27 for Westpark Tollroad Section B; $312.50 for the Grand Parkway, Segment D project; and $1,290.00 for the Bridge over Brazos Project. (Fund: Toll Road Authority, Construction)**
        2) **Authorize payment of operations invoices in the amount of $216,444.53 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: Toll Road Authority, Operations)**

18. **JUVENILE DETENTION/PROBATION: Accept grant award from the Texas Criminal Justice Division, Grant #SF-09-J20-19587-02 in the amount of $98,442.00 for the Saved by the Bell Delinquency Reduction Program, for use from September 1, 2008 through August 31, 2009, with no cash match required by Fort Bend County, and authorize County Judge to execute all documents pertaining to receipt of the grant.**

19. **PUBLIC TRANSPORTATION: Approve Contract Amendment No. 2 for Section 5311 Rural Transportation Program Contract No. 51812F7098, State Project No. RPT 0803(12)31, to amend project budget with no additional local match.**

20. **SHERIFF'S OFFICE:**
    - **A. Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District Number 30, effective from October 1, 2008 through September 30, 2009.**
    - **B. Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Sienna Plantation Residential Association, Incorporated, effective from October 1, 2008 through September 30, 2009.**
    - **C. Approve renewal of Interlocal Agreement between Fort Bend County and Lamar Consolidated Independent School District, for use of the County's Public Safety Radio System effective October 1, 2008 through September 30, 2009.**

21. **TAX ASSESSOR/COLLECTOR: Record into Minutes the disposal of Bankruptcy Case Numbers as of September 30, 2008, and Map Clearance Year June 2006, in accordance with State Archive Retention Schedule of Destruction.**

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22. COUNTY JUDGE:
    A. Take all appropriate action to adopt an increased toll rate schedule for the Fort Bend Parkway Toll Road and the Fort Bend Westpark Tollway effective January 1, 2009; and adopt the Third Amendment to Order establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, tunnel, Turnpike, Highway, or Combination of those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll or Charge; Establishing Policy Relating to use of Toll Road System by the Military; Containing other Provisions Relating to the Subject.
    B. Take all appropriate action on Amendment Number 3 to the Tax Abatement Agreement between Fort Bend County and Gateway Tower Limited Partnership: assignment to GPI-M Sugar Creek, L.P.
    C. Take all appropriate action to extend the Local State of Disaster Declaration from the effects of Hurricane Ike in the area of Fort Bend County, Texas continuing through October 28, 2008.
    D. Take all appropriate action to pay exempt employees at their regular hourly rate for all hour-for-hour compensatory time accrued in preparation, response, and recovery efforts during the Hurricane Ike disaster declaration time period, in accordance with Section 413.10 of the Fort Bend County Employee Information Manual.

23. AUDITOR:
    A. Take all appropriate action to adopt the Resolution and electronic submission for Indigent Defense Formula Grant for FY 2009.
    B. Take all appropriate action to approve engagement letter between Fort Bend County and Null-Lairson, P.C. to perform the audit of the County's financial statements for the fiscal year ending September 30, 2008.

24. BUDGET OFFICE: Take all appropriate action to adopt modifications to the list of FY09 Positions as presented by the Budget Office.

25. ELECTIONS ADMINISTRATION:
    A. Take all appropriate action to increase the hourly rate for elections workers by $1.00, including Election Judges and Clerks, effective October 1, 2008. (Fund: Elections Services)
    B. Take all appropriate action on Joint Election Agreements between Fort Bend County and the following political subdivisions for the November 4, 2008 elections: Cities of Rosenberg, Simonton, Sugar Land, Missouri City; Fort Bend County Municipal Utility District No. 158 and Pecan Grove Municipal Utility District.

26. ENGINEERING:
    A. Take all appropriate action to approve payment to Texas Department of Transportation in the amount of $6,485.00 regarding Beltway 8 (from Old SH 288 to 0.5 miles west of US 90A), Precinct 2. (Fund: Right-of-Way)
    B. Take all appropriate action on Interlocal Agreement between Fort Bend County and the City of Sugar Land for Dulles Avenue Improvements (Year 2000 Mobility Project No. 14 and Year 2007 Mobility Bond Project No. 720) in the lesser amount of either fifty-six percent (56%) total project cost or $4,290,000, Precincts 2, 3, and 4. (Fund: 2000 Mobility Bonds and 2007 Mobility Bonds)
    C. Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and R. G. Miller Engineers, Inc. regarding Bridge Design for Edgewood Drive over a Drainage Ditch (Texas Department of Transportation No. AA2095-001) for an amount not to exceed $32,226, Precinct 1. (Fund: Bridge Repair, Construction in Progress)
    D. Take all appropriate action to approve Supplemental Agreement No. 1 between Fort Bend County and TEDSI Infrastructure Group regarding Fry Road median modifications at an amount not to exceed $82,338.61, Precinct 3. (Fund: Road and Bridge, Capital Acquisitions)
    E. Take all appropriate action on Access Agreement between Fort Bend County and Southtex 66 Pipeline Company, Ltd. to install a deep well cathodic protection unit on an existing pipeline easement within closed landfill property located at 330 Klauke Road in Rosenberg, Texas, Precinct 1.

27. FIRE MARSHAL: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $200.00 to J. J. Sales for reimbursement of inspection fees not performed on two fireworks stands that were located within City limits. (Fund: Fire Marshal, Inspection Fees)

28. HEALTH & HUMAN SERVICES:
    A. Clinical Health: Take all appropriate action to approve two full-time employee grant positions effective for the FY09 fiscal year as follows: Tuberculosis Program Manager, RN – Grade 12, Public Health Policy Group, and Clerk II – Grade 6, Administrative/Clerical Policy Group. (Fund: Tuberculosis Control Grant and Local Public Health Grant)
    B. Social Services: Take all appropriate action to accept five hundred (500) gift cards from Reliant Energy for use at H.E.B. grocery stores, and authorize the Social Services Department to distribute the cards to Reliant's Elderly, Disabled and Low Income Customers for the purchase of food or gasoline.

29. HUMAN RESOURCES: Take all appropriate action to reclassify Position No. 5401-0087 in Emergency Medical Services from EMT-Intermediate, Grade 8, to Paramedic I, Grade 9, Public Health Policy Group, effective with the pay period beginning October 18, 2008.

30. INDIGENT HEALTH CARE: Take all appropriate action on Service Agreement between Fort Bend County and Indigent Healthcare Solutions (IHS), pursuant to RFP #02-069, to provide data processing service for the Indigent Health Care Department of Fort Bend County, effective October 1, 2008 thru October 1, 2010. (Fund: Indigent Health, Fees)

31. PUBLIC TRANSPORTATION:
    A. Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit FY 09 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0901(12), Contract No. 51912F7019 to the Texas Department of Transportation to receive State Funds in the amount of $76,420, with no local match required through August 31, 2009.
    B. Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit FY08 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0805(12)30, Contract No. 51812F7259 to the Texas Department of Transportation to receive Federal Discretionary Funds in the amount of $63,205 with a local match of $39,350 through August 31, 2009. (Fund: FY 09 Transportation, Allocation)
    C. Take all appropriate action on request to transfer FY 09 funds in the amount of $103,555 as detailed on Director's form dated October 2, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the Federal FY 2008 Rural Transportation Grant.

32. PURCHASING:
    A. Take all appropriate action on Amendment to the Agreement between Fort Bend County and Weatherproofing Technologies to provide roofing services at the George Memorial Library utilizing The Cooperative Purchasing Network Contract R4812 for an additional amount not to exceed $7,118.32. (Fund: George Memorial Library Renovation Bond Project)
    B. Take all appropriate action on Bid #09-015 for Term Contract for Newspaper Publication of Legal Notices.

PURCHASING (Continued)

C. Take all appropriate action on request to extend Bid #06-074 for Newspaper publication by two months.
D. Take all appropriate action on request to extend the Term Contract for Employee Drug and Alcohol Testing Services, RFP #05-053, by one month.
E. Take all appropriate action on Agreement between Fort Bend County and GHG Corporation for a Time Management Solution pursuant to RFP #08-051, in an amount not to exceed $54,000. (Fund: Project Renaissance)
F. Take appropriate action to authorize contract negotiations with PSI for professional materials testing services for Tax Assessor Collector building project pursuant to SOQ #07-033.

33. SHERIFF'S OFFICE:
A. Take all appropriate action to authorize payments by Invoice Transmittal in the amounts of $58.00, $114.75, and $55.00 to Scott Newton for expenses incurred without a purchase order pertaining to K-9 activities and supplies for the Narcotics Division. (Fund: FY 08, Forfeited Assets, State, Fees, Travel, and Operating Supplies)
B. Take all appropriate action to ratify electronic submission of FY08 application and accept reimbursement from State Criminal Alien Assistance Program (SCAAP) in the amount of $129,652.00.

34. Approve Bills.

35. Ratify release of time-sensitive bills on October 2, 2008.

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

Cause No. 08-DCV-166023; Safety National Casualty Corporation v. Dianne Wilson, Fort Bend County Clerk, Annie Rebecca Elliott, Fort Bend County District Clerk, and Fort Bend County; in the 240th Judicial District Court, Fort Bend County, Texas.

B. § 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Land Matters, Precinct 3: Green Busch Mobility Project.

37. Reconvene Open Session and consider taking action on the following matters:
    A. § 551.071. Consultation With Attorney.
       Cause No. 08-DCV-166023; Safety National Casualty Corporation v. Dianne Wilson, Fort Bend County Clerk, Annie Rebecca Elliott, Fort Bend County District Clerk, and Fort Bend County; in the 240th Judicial District Court, Fort Bend County, Texas.

    B. § 551.072. Deliberation Regarding Real Property.
       Land Matters, Precinct 3: Green Busch Mobility Project.

38. Adjournment.

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

Robert E. Hebert, County Judge

Notice of meeting/agenda posted at the Fort Bend County Courthouse Complex in Richmond, Texas, on Friday, October 3, 2008, by Donna Ospina. An electronic version of this notice is also posted on the Fort Bend County website: www.co.fort-bend.tx.us under Commissioners Court.

NOTICE

Policy of Non-Discrimination on the Basis of Disability

Fort Bend County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The County's ADA Coordinator is the Director of Facilities Management & Planning, located at 1402 Band Road, Suite 100, in Rosenberg, Texas, 77471, and can be reached at telephone number 281-633-7045. The Director of Facilities Management & Planning is designated to coordinate compliance with the non-discrimination requirements in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

NOTICE

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

FILED FOR RECORD
NO____ TIME 1:49 A.M. P.M. MKM
OCT 0 3 2008
Dianne Wilson
County Clerk Fort Bend Co. Tex.

October 7, 2008

NOTICE OF MEETING
FORT BEND COUNTY DRAINAGE DISTRICT – BOARD OF DIRECTORS
7TH FLOOR, WM. B. TRAVIS BUILDING, RICHMOND, TEXAS
TUESDAY, OCTOBER 7, 2008
1:00 O'CLOCK P.M.

FILED FOR RECORD
NO_____ TIME 1:49 A.M./P.M.
OCT 0 3 2008
Diane Nelson
County Clerk Fort Bend Co. Tex

AGENDA

1. Call to Order.

2. Accept Monthly Report for July 2008.

3. Take all appropriate action to approve Interlocal Agreement between Fort Bend County Drainage District and Pecan Grove Municipal Utility District for maintenance of drainage channels through September 30, 2009.

4. Take all appropriate action on Bid #08-094 for Hydraulic Hammer.

5. Take all appropriate action to approve engagement letter with Null-Lairson to perform the audit of the Drainage District financial statements for the fiscal year ending September 30, 2008.

6. Adjournment.

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

Robert E. Hebert, County Judge

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NOTICE

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

APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY

I, Dianne Wilson, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 7th day of October, 2008.

DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Mayers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 14th day of October, 2008.

ROBERT E. HEBERT, COUNTY JUDGE

Approved

MINUTES

BE IT REMEMBERED, That on this 7th DAY of OCTOBER, 2008, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
TOM D. STAVINOHA	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:00 p.m.

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

   Invocation and Pledge of Allegiance by Commissioner Patterson.

3. **Approve minutes of Public Hearings held on September 22, 2008, and regular meeting held on September 23, 2008.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve minutes of Public Hearings held on September 22, 2008, and regular meeting held on September 23, 2008.

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

4. **Announcements and Public Comments.**

   Richard Brumfield, Missouri City resident, protested the Constable Pct. 2 contract with his community.

   Commissioner Stavinoha thanked Fogle Manufacturing for their support of over $90,000 for the youth at the Fort Bend County Fair.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:**
   A. **Approval of replat for Colony One Auto Center, being a replat of restricted reserve "A" Vinings II Apartments, Pct. 2.**

   Public hearing held. No public comments.

   Pass on 5A.

   B. **Acceptance of the revised traffic control plan for Seven Meadows Parkway & Reserves to establish school zones for new Katy ISD Elementary School #31 on Seven Meadows Parkway, Pct. 3.**
   C. **Acceptance of the traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road, Pct. 3.**
   D. **Acceptance of the traffic control plan for Falcon Ranch, Section 7, Pct. 3.**
   E. **Acceptance of the traffic control plan for Katy Creek Ranch, Sect. 1 and Sect. 2, Pct. 3.**

   Public hearing held. No public comments.

   Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve agenda item 5 B – E.

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

CONSENT AGENDA ITEMS 6 - 21:

6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
   Sheriff's Office:
   A. **Ratify travel by Judy Cervenka to Denver, Colorado, October 5-9, 2008, to attend Tiburon User's Group training. (Fund: Sheriff, Travel)**
   B. **Ratify travel by James Fontenot and Wes Webber to Bellinghan, Washington, September 30-October 1, 2008, for prisoner extradition. (Fund: Sheriff, Travel)**
   C. **Ratify travel by Aramis Gonzales and Sean Baudat to New York, New York, September 25-26, 2008, for prisoner extradition. (Fund: Sheriff Travel)**
   D. **Ratify travel by James Murray and Mike Kubricht to Philadelphia, Pennsylvania, September 23-24, 2008, for prisoner extradition. (Fund: Sheriff Travel)**

7. **COUNTY JUDGE:**
   A. **Approve renewal of Agreement between Fort Bend County and Fort Bend Regional Council on Substance Abuse, Inc. in the amount of $30,000 to provide certain services to alcohol and drug dependent residents of Fort Bend County for the term of October 1, 2008 through September 30, 2009. (Fund: Non-Departmental, Fees)**
   B. **Approve renewal of Agreement between Fort Bend County and The Katy Area Economic Development Council in the amount of $15,000 for administration of the County's economic development activities in the Katy Area, Precinct 3, for the term of October 1, 2008 through September 30, 2009. (Fund: Non-Departmental, Fees)**

Item 7 continued – County Judge:

C. **Approve renewal of Agreement between Fort Bend County and Mental Health America of Fort Bend in the amount of $60,000 to provide mental health services for the term of October 1, 2008 through September 30, 2009. (Fund: Non-Departmental Fees)**

D. **Accept FY 08 payment from Texas Commission on Environmental Quality (TCEQ) in the amount of $1,475,738.71 for the regional Low Income Repairs and Replacement Program (LIRAP), administered by Houston-Galveston Area Council.**

E. **Accept FY 09 payment from Texas Commission on Environmental Quality (TCEQ) in the amount of $1,208,082.58 for Fort Bend County's Low Income Repairs and Replacement Program (LIRAP), administered by Houston-Galveston Area Council.**

8. **BUDGET TRANSFERS:**

A. **Facilities Management & Planning: Approve transfer of FY08 funds in the amount of $3,000 from Information Technology into Fees to allocate additional funds needed for ExecuTeam services through September 30, 2008.**

B. **Fairgrounds: Approve transfer of FY 09 funds in the amount of $6,500 from Property and Equipment into Capital Acquisitions to allocate funds for purchase of copier into correct line item.**

C. **Parks Department: Approve transfer of FY 09 funds in the amount of $6,500 from Property and Equipment into Capital Acquisitions to allocate funds for purchase of copier into correct line item.**

D. **Public Transportation: Approve transfer of FY 08 funds in the amount of $750,166 as detailed on Director's form dated September 30, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the Federal FY 2008 Urban Transportation Grant.**

9. **COMMUNITY DEVELOPMENT: Approve payment of Invoice No. 18 in the amount of $1,848.09 to Claunch & Miller for engineering services regarding the City of Kendleton's Wastewater System Project. (Fund: Community Development)**

10. **CONSTABLE, PCT. 1:**

A. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District Number 23, Number 24, and Newpoint Estates Homeowners Association effective October 1, 2008 through September 30, 2009.**

B. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Greatwood Community Association, effective October 1, 2008 through September 30, 2009.**

11. **CONSTABLE, PCT. 4:**

A. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend Toll Road Authority, effective October 1, 2008 through September 30, 2009.**

B. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and New Territory Residential Community Association, effective October 1, 2008 through September 30, 2009.**

12. DISTRICT ATTORNEY:

A. Record into Minutes the District Attorney's Worthless Check Budget for FY09 in the amount of $40,425.

B. Approve and record into Minutes the District Attorney's State Asset/Forfeiture Budget for FY09 in the amount of $97,840.

13. ENGINEERING:

A. Approve payment of Invoice No. 808184 (Pay Estimate No. 6) in the amount of $13,443.86 to Klotz Associates regarding labor rates pertaining to Fort Bend County Mobility Bond Projects, Precincts 1, 2, 3 and 4. (Fund: Mobility, Fees)

B. Approve payment of Invoice No. 0807833DL109 (Pay Estimate No. 4) in the amount of $28,530.30 to KBR (Kellogg Brown & Root) regarding the Toll Road Feasibility Study (University Blvd over the Brazos River), Precincts 1 and 4. (Fund: Toll Road Operations)

C. Approve payment of Final Invoice No. 0809833DL109 (Pay Estimate No. 5) in the amount of $22,583.02 to KBR (Kellogg Brown & Root) regarding the Toll Road Feasibility Study (University Blvd over the Brazos River), Precincts 1 and 4. (Fund: Toll Road Operations)

D. Approve payment of Invoice No. 9338R (Pay Estimate No. 2) in the amount of $56,632.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)

E. Approve payment of Invoice No. 06-106919 (Pay Estimate No. 19) in the amount of $487,320.76 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility, Capital Acquisitions)

F. Approve payment of Invoice No. 9350R (Pay Estimate No. 3) in the amount of $24,535.00 to IDCUS, Inc. dba IDS, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds)

G. Approve payment of Invoice No. 7000792 (Pay Estimate No. 3) in the amount of $16,037.14 to Bury + Partners-Houston, Inc. regarding the expansion of West Bellfort, Mobility Bond Project #741, Precinct 3. (Fund: Mobility Bonds)

H. Approve payment of Invoice No. 5376 (Pay Estimate No. 3) in the amount of $8,149.90 to Othon Inc. regarding the expansion of Ransom Road (from River Park to Main Street in Fort Bend County and Richmond, Texas), Mobility Bond Project #747, Precinct 1. (Fund: Mobility Bonds)

I. Approve payment of Invoice No. 808255 (Pay Estimate No. 5) in the amount of $18,550.00 to Klotz Associates regarding the expansion of Harlem Road (SH 99 to Beechnut), Mobility Bond Project #727, Precincts 3 and 4. (Fund: Mobility Bonds)

J. Approve release of Performance Bond #KO7206422 in the amount of $6,227.00 to ECO Resources, Inc. for completion of work on Sugar Land Howell, Permit #83436, Pct. 3.

K. Approve release of Performance Bond #6298129 in the amount of $5,000.00 to Crosstex Gulf Coast Transmission, Ltd. for completion of work on Evans, Beadle Lane and Lateral IIFF, Precinct 1.

L. Approve application from Devon Street Homes to construct a driveway tie-in onto Millwood Pass Circle, Precinct 3.

M. Approve application from Hurtado Construction Company to do channel widening and installation of three back slope interceptors, Precinct 3.

N. Approve application from AT&T Texas to bore under and bury cable along Gonyo Lane, Precinct 1.

Item 13 continued – Engineering:

O. **Approve amendment on Permit #83571, Bond #LMP8130678 to allow Marshall Construction to include the construction of a left turn lane on Grand Mission Boulevard, Precinct 3.**

P. **Approve oversize, overweight...bond #5030167 in the amount of $50,000.00 from Common Resources, L.L. C. for any and all damages that may be sustained to any roads or bridges while operating equipment off of West Tavener Road in Fort Bend County, Pct. 1.**

Q. **Approve the plat for Fort Bend County M.U.D. No. 133 Water Plant, Pct. 3.**

R. **Approve the plat for Shops at Grand Parkway, Pct. 3.**

S. **Approve plat for the roads within Stonebrook at Riverstone, Section 1, Pct. 2.**

T. **Approve plat for the lots within Stonebrook at Riverstone, Section 1, Pct. 2**

U. **Approve plat for the roads within Vintage Trail at Riverstone, Pct. 4**

V. **Approve plat for the lots within Vintage Trail at Riverstone, Pct. 4.**

W. **Approve the plat for LJ Parkway and Lake Riverstone Drive at Riverstone Street Dedication Plat, Phase I, Pct. 4.**

X. **Approve the plat for LJ Parkway and Lake Riverstone Drive at Riverstone Street Dedication Plat, Phase II, Pct. 4.**

Y. **Approve the plat for Kinderworks Seven Meadows, Pct. 3.**

14. **FACILITIES MANAGEMENT & PLANNING:**

A. **Approve payment of Invoice No. 6512 in the amount of $483.00 to Steel Mailbox Company for drop box for the Precinct 1 Facility. (Fund: Facility Bond Project)**

B. **Approve payment of Invoice No. 14558 in the amount of $333.00 to Speedway Shirts & Signs for signage for the Precinct 1 Facility. (Fund: Facility Bond Project)**

C. **Approve payment of Invoice No. 32-526933 in the amount of $4,087.05 to Ridgeway's for design documents for the Sienna Library. (Fund: Facility Bond Project)**

D. **Approve payment of Invoice No. 10023688 in the amount of $1,440.99 to PGAL for architectural services and reimbursable expenses regarding the Justice Center. (Fund: Judicial Complex Bond Project)**

E. **Approve payment of Invoice No. S004386132.001 in the amount of $543.00 to Stuart C. Irby Co., Electrical Distributor, for floodlights at the Jail. (Fund: Facility Bond Project)**

F. **Approve payment of Invoice No. 9072 and Invoice No. 9100 totaling $7,276.00 to HTS, Inc. for geotechnical services provided regarding the University of Houston Library at Sugar Land. (Fund: Facility Bond Project)**

G. **Approve payment of Invoice No. 807140012 in the amount of $902.33 to Momentum Group for fabric to recover benches in Justice of the Peace No. 3 Court. (Fund: Pct. 3 Relocation-Emily Court Facility)**

H. **Approve payment of Invoice #2003-003-016AS in the amount of $5,986.96 to STOA/ Golemon/Bolullo, Architects for professional services and reimbursable expenses for the Sienna Library. (Fund: Facility Bond Project)**

I. **Approve payment of Invoice #91942821 in the amount of $16,240.92 to Tremco Weatherproofing Technologies for roof repairs at the George Memorial Library. (Fund: Facility Bond Project)**

J. **Approve Pay Application No. 08-00300004 in the amount of $182,450.35 to Bass Construction Company for work done on the Needville Service Center. (Fund: Facility Bond Project)**

Item 14 continued – Facilities management & Planning:

K. Approve Pay Application No. 08-00100002 in the amount of $293,949.00 to Bass Construction Company for work done on the Tax Assessor/Collector Facility. (Fund: Facility Bond Project)

15. FIRE MARSHAL: Approve renewal of Fire Protection Agreement between Fort Bend County and City of Missouri City, effective for a two-year period, October 1, 2008 through September 30, 2010.

16. HUMAN RESOURCES: Approve sixteen days of extended sick leave for an employee of the Sheriff's Office, Position No. 5601-0346.

17. FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority (the "Authority") reviewed these items at their regular meeting held on September 24, 2008, and makes the following recommendations to Commissioners Court:

A. Administration/Engineering:

1) Approve proposal in the amount of $14,620.00 from Craig & Heidt, Inc. for the removal of a culvert for the Fort Bend Parkway Project.

2) Approve Amendment to Agreement between the Authority and Mike Stone dba Professional Project Management Services for consulting, management, and administrative services for the Fort Bend Parkway, Project A and Westpark Corridor.

B. Treasurer:

1) Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated September 24, 2008, for construction work in an amount totaling $5,323.52; of which $779.00 is for Section A of the Fort Bend Parkway; $2,443.75 for Section B of the Fort Bend Parkway; $498.27 for Westpark Tollroad Section B; $312.50 for the Grand Parkway, Segment D project; and $1,290.00 for the Bridge over Brazos Project. (Fund: Toll Road Authority, Construction)

2) Authorize payment of operations invoices in the amount of $216,444.53 for the Fort Bend Parkway, Section A and Westpark Corridor. (Fund: Toll Road Authority, Operations)

18. JUVENILE DETENTION/PROBATION: Accept grant award from the Texas Criminal Justice Division, Grant #SF-09-J20-19587-02 in the amount of $98,442.00 for the Saved by the Bell Delinquency Reduction Program, for use from September 1, 2008 through August 31, 2009, with no cash match required by Fort Bend County, and authorize County Judge to execute all documents pertaining to receipt of the grant.

19. PUBLIC TRANSPORTATION: Approve Contract Amendment No. 2 for Section 5311 Rural Transportation Program Contract No. 51812F7098, State Project No. RPT 0803(12)31, to amend project budget with no additional local match.

20. SHERIFF'S OFFICE:

A. Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District Number 30, effective from October 1, 2008 through September 30, 2009.

B. Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Sienna Plantation Residential Association, Incorporated, effective from October 1, 2008 through September 30, 2009.

C. Approve renewal of Interlocal Agreement between Fort Bend County and Lamar Consolidated Independent School District, for use of the County's Public Safety Radio System effective October 1, 2008 through September 30, 2009.

21. TAX ASSESSOR/COLLECTOR: Record into Minutes the disposal of Bankruptcy Case Numbers as of September 30, 2008, and Map Clearance Year June 2006, in accordance with State Archive Retention Schedule of Destruction.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6 – 21.

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

22. **COUNTY JUDGE:**

A. **Take all appropriate action to adopt an increased toll rate schedule for the Fort Bend Parkway Toll Road and the Fort Bend Westpark Tollway effective January 1, 2009; and adopt the Third Amendment to Order establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, tunnel, Turnpike, Highway, or Combination of those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll or Charge; Establishing Policy Relating to use of Toll Road System by the Military; Containing other Provisions Relating to the Subject.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and carried (4-1), it is ordered to adopt an increased toll rate schedule for the Fort Bend Parkway Toll Road and the Fort Bend Westpark Tollway effective January 1, 2009; and adopt the Third Amendment to Order establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, tunnel, Turnpike, Highway, or Combination of those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll or Charge; Establishing Policy Relating to use of Toll Road System by the Military; Containing other Provisions Relating to the Subject.

Judge Hebert	yes	Commissioner Meyers	no
Commissioner Stavinoha	yes	Commissioner Patterson	yes
Commissioner Prestage	yes		

Note: Bill Jameson, consultant to Fort Bend Toll Road Authority, discussed the need for the increase to ensure adequate reserves to cover the bond payments and maintenance. Revenue lost due to Hurricane Ike was over $400,000.00.

Item 22 continued – County Judge:

B. **Take all appropriate action on Amendment Number 3 to the Tax Abatement Agreement between Fort Bend County and Gateway Tower Limited Partnership: assignment to GPI-M Sugar Creek, L.P.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve Amendment Number 3 to the Tax Abatement Agreement between Fort Bend County and Gateway Tower Limited Partnership: assignment to GPI-M Sugar Creek, L.P.

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

C. **Take all appropriate action to extend the Local State of Disaster Declaration from the effects of Hurricane Ike in the area of Fort Bend County, Texas continuing through October 28, 2008.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to extend the Local State of Disaster Declaration from the effects of Hurricane Ike in the area of Fort Bend County, Texas continuing through October 28, 2008.

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

D. **Take all appropriate action to pay exempt employees at their regular hourly rate for all hour-for-hour compensatory time accrued in preparation, response, and recovery efforts during the Hurricane Ike disaster declaration time period, in accordance with Section 413.10 of the Fort Bend County Employee Information Manual.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to pay exempt employees at their regular hourly rate for all hour-for-hour compensatory time accrued in preparation, response, and recovery efforts during the Hurricane Ike disaster declaration time period, in accordance with Section 413.10 of the Fort Bend County Employee Information Manual.

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

23. **AUDITOR:**

A. **Take all appropriate action to adopt the Resolution and electronic submission for Indigent Defense Formula Grant for FY 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to adopt the Resolution and electronic submission for Indigent Defense Formula Grant for FY 2009.

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

B. **Take all appropriate action to approve engagement letter between Fort Bend County and Null-Lairson, P.C. to perform the audit of the County's financial statements for the fiscal year ending September 30, 2008.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve engagement letter between Fort Bend County and Null-Lairson, P.C. to perform the audit of the County's financial statements for the fiscal year ending September 30, 2008.

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

24. **BUDGET OFFICE: Take all appropriate action to adopt modifications to the list of FY09 Positions as presented by the Budget Office.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to adopt modifications to the list of FY09 Positions as presented by the Budget Office.

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

25. **ELECTIONS ADMINISTRATION:**

A. **Take all appropriate action to increase the hourly rate for elections workers by $1.00, including Election Judges and Clerks, effective October 1, 2008. (Fund: Elections Services)**

Moved by Commissioner Meyers, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to increase the hourly rate for elections workers by $1.00, including Election Judges and Clerks, effective October 1, 2008. (Fund: Elections Services)

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

Item 25 continued – Elections Administrator:

B. **Take all appropriate action on Joint Election Agreements between Fort Bend County and the following political subdivisions for the November 4, 2008 elections: Cities of Rosenberg, Simonton, Sugar Land, Missouri City; Fort Bend County Municipal Utility District No. 158 and Pecan Grove Municipal Utility District.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Joint Election Agreements between Fort Bend County and the following political subdivisions for the November 4, 2008 elections: Cities of Rosenberg, Simonton, Sugar Land, Missouri City; Fort Bend County Municipal Utility District No. 158 and Pecan Grove Municipal Utility District.

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

26. **ENGINEERING:**

A. **Take all appropriate action to approve payment to Texas Department of Transportation in the amount of $6,485.00 regarding Beltway 8 (from Old SH 288 to 0.5 miles west of US 90A), Precinct 2. (Fund: Right-of-Way)**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to approve payment to Texas Department of Transportation in the amount of $6,485.00 regarding Beltway 8 (from Old SH 288 to 0.5 miles west of US 90A), Precinct 2. (Fund: Right-of-Way)

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

B. **Take all appropriate action on Interlocal Agreement between Fort Bend County and the City of Sugar Land for Dulles Avenue Improvements (Year 2000 Mobility Project No. 14 and Year 2007 Mobility Bond Project No. 720) in the lesser amount of either fifty-six percent (56%) total project cost or $4,290,000, Precincts 2, 3, and 4. (Fund: 2000 Mobility Bonds and 2007 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and the City of Sugar Land for Dulles Avenue Improvements (Year 2000 Mobility Project No. 14 and Year 2007 Mobility Bond Project No. 720) in the lesser amount of either fifty-six percent (56%) total project cost or $4,290,000, Precincts 2, 3, and 4. (Fund: 2000 Mobility Bonds and 2007 Mobility Bonds)

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

Item 26 continued – Engineering:

C. **Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and R. G. Miller Engineers, Inc. regarding Bridge Design for Edgewood Drive over a Drainage Ditch (Texas Department of Transportation No. AA2095-001) for an amount not to exceed $32,226, Precinct 1. (Fund: Bridge Repair, Construction in Progress)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and R. G. Miller Engineers, Inc. regarding Bridge Design for Edgewood Drive over a Drainage Ditch (Texas Department of Transportation No. AA2095-001) for an amount not to exceed $32,226, Precinct 1. (Fund: Bridge Repair, Construction in Progress)

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

D. **Take all appropriate action to approve Supplemental Agreement No. 1 between Fort Bend County and TEDSI Infrastructure Group regarding Fry Road median modifications at an amount not to exceed $82,338.61, Precinct 3. (Fund: Road and Bridge, Capital Acquisitions)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Supplemental Agreement No. 1 between Fort Bend County and TEDSI Infrastructure Group regarding Fry Road median modifications at an amount not to exceed $82,338.61, Precinct 3. (Fund: Road and Bridge, Capital Acquisitions)

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

E. **Take all appropriate action on Access Agreement between Fort Bend County and Southtex 66 Pipeline Company, Ltd. to install a deep well cathodic protection unit on an existing pipeline easement within closed landfill property located at 330 Klauke Road in Rosenberg, Texas, Precinct 1.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Access Agreement between Fort Bend County and Southtex 66 Pipeline Company, Ltd. to install a deep well cathodic protection unit on an existing pipeline easement within closed landfill property located at 330 Klauke Road in Rosenberg, Texas, Precinct 1.

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

27. **FIRE MARSHAL: Take all appropriate action to authorize payment by Invoice Transmittal in the amount of $200.00 to J. J. Sales for reimbursement of inspection fees not performed on two fireworks stands that were located within City limits. (Fund: Fire Marshal, Inspection Fees)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of $200.00 to J. J. Sales for reimbursement of inspection fees not performed on two fireworks stands that were located within City limits. (Fund: Fire Marshal, Inspection Fees)

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

28. **HEALTH & HUMAN SERVICES:**

A. **<u>Clinical Health</u>: Take all appropriate action to approve two full-time employee grant positions effective for the FY09 fiscal year as follows: Tuberculosis Program Manager, RN – Grade 12, Public Health Policy Group, and Clerk II – Grade 6, Administrative/Clerical Policy Group. (Fund: Tuberculosis Control Grant and Local Public Health Grant)**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve two full-time employee grant positions effective for the FY09 fiscal year as follows: Tuberculosis Program Manager, RN – Grade 12, Public Health Policy Group, and Clerk II – Grade 6, Administrative/Clerical Policy Group. (Fund: Tuberculosis Control Grant and Local Public Health Grant)

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

B. **<u>Social Services</u>: Take all appropriate action to accept five hundred (500) gift cards from Reliant Energy for use at H.E.B. grocery stores, and authorize the Social Services Department to distribute the cards to Reliant's Elderly, Disabled and Low Income Customers for the purchase of food or gasoline.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to accept five hundred (500) gift cards from Reliant Energy for use at H.E.B. grocery stores, and authorize the Social Services Department to distribute the cards to Reliant's Elderly, Disabled and Low Income Customers for the purchase of food or gasoline.

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

29. **HUMAN RESOURCES: Take all appropriate action to reclassify Position No. 5401-0087 in Emergency Medical Services from EMT-Intermediate, Grade 8, to Paramedic I, Grade 9, Public Health Policy Group, effective with the pay period beginning October 18, 2008.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to reclassify Position No. 5401-0087 in Emergency Medical Services from EMT-Intermediate, Grade 8, to Paramedic I, Grade 9, Public Health Policy Group, effective with the pay period beginning October 18, 2008.

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

30. **INDIGENT HEALTH CARE: Take all appropriate action on Service Agreement between Fort Bend County and Indigent Healthcare Solutions (IHS), pursuant to RFP #02-069, to provide data processing service for the Indigent Health Care Department of Fort Bend County, effective October 1, 2008 thru October 1, 2010. (Fund: Indigent Health, Fees)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Service Agreement between Fort Bend County and Indigent Healthcare Solutions (IHS), pursuant to RFP #02-069, to provide data processing service for the Indigent Health Care Department of Fort Bend County, effective October 1, 2008 thru October 1, 2010. (Fund: Indigent Health, Fees)

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

31. **PUBLIC TRANSPORTATION:**

A. **Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit FY 09 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0901(12), Contract No. 51912F7019 to the Texas Department of Transportation to receive State Funds in the amount of $76,420, with no local match required through August 31, 2009.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the County Judge to sign and the Transportation Director to submit FY 09 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0901(12), Contract No. 51912F7019 to the Texas Department of Transportation to receive State Funds in the amount of $76,420, with no local match required through August 31, 2009.

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

Item 31 continued – Public Transportation:

B. **Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit FY08 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0805(12)30, Contract No. 51812F7259 to the Texas Department of Transportation to receive Federal Discretionary Funds in the amount of $63,205 with a local match of $39,350 through August 31, 2009. (Fund: FY 09 Transportation, Allocation)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to authorize the County Judge to sign and the Transportation Director to submit FY08 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0805(12)30, Contract No. 51812F7259 to the Texas Department of Transportation to receive Federal Discretionary Funds in the amount of $63,205 with a local match of $39,350 through August 31, 2009. (Fund: FY 09 Transportation, Allocation)

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

C. **Take all appropriate action on request to transfer FY 09 funds in the amount of $103,555 as detailed on Director's form dated October 2, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the Federal FY 2008 Rural Transportation Grant.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to transfer FY 09 funds in the amount of $103,555 as detailed on Director's form dated October 2, 2008, to amend the budget pursuant to Local Government Code §111.0706 and allocate funds for the Federal FY 2008 Rural Transportation Grant.

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

32. **PURCHASING:**

A. **Take all appropriate action on Amendment to the Agreement between Fort Bend County and Weatherproofing Technologies to provide roofing services at the George Memorial Library utilizing The Cooperative Purchasing Network Contract R4812 for an additional amount not to exceed $7,118.32. (Fund: George Memorial Library Renovation Bond Project)**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Amendment to the Agreement between Fort Bend County and Weatherproofing Technologies to provide roofing services at the George Memorial Library utilizing The Cooperative Purchasing Network Contract R4812 for an additional amount not to exceed $7,118.32. (Fund: George Memorial Library Renovation Bond Project)

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

Item 32 continued – Purchasing:

B. **Take all appropriate action on Bid #09-015 for Term Contract for Newspaper Publication of Legal Notices.**

Moved by Commissioner Patterson, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to reject all bids and re-advertise on Bid #09-015 for Term Contract for Newspaper Publication of Legal Notices.

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

C. **Take all appropriate action on request to extend Bid #06-074 for Newspaper publication by two months.**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to extend Bid #06-074 for Newspaper publication by two months.

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

D. **Take all appropriate action on request to extend the Term Contract for Employee Drug and Alcohol Testing Services, RFP #05-053, by one month.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to extend the Term Contract for Employee Drug and Alcohol Testing Services, RFP #05-053, by one month.

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

E. **Take all appropriate action on Agreement between Fort Bend County and GHG Corporation for a Time Management Solution pursuant to RFP #08-051, in an amount not to exceed $54,000. (Fund: Project Renaissance)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and GHG Corporation for a Time Management Solution pursuant to RFP #08-051, in an amount not to exceed $54,000. (Fund: Project Renaissance)

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

Item 32 continued – Purchasing:

F. **Take appropriate action to authorize contract negotiations with PSI for professional materials testing services for Tax Assessor Collector building project pursuant to SOQ #07-033.**

Moved by Commissioner Prestage, Seconded by Commissioner Stavinoha, duly put and unanimously carried (5-0), it is ordered to authorize contract negotiations with PSI for professional materials testing services for Tax Assessor Collector building project pursuant to SOQ #07-033.

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

33. **SHERIFF'S OFFICE:**

A. **Take all appropriate action to authorize payments by Invoice Transmittal in the amounts of $58.00, $114.75, and $55.00 to Scott Newton for expenses incurred without a purchase order pertaining to K-9 activities and supplies for the Narcotics Division. (Fund: FY 08, Forfeited Assets, State, Fees, Travel, and Operating Supplies)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to authorize payments by Invoice Transmittal in the amounts of $58.00, $114.75, and $55.00 to Scott Newton for expenses incurred without a purchase order pertaining to K-9 activities and supplies for the Narcotics Division. (Fund: FY 08, Forfeited Assets, State, Fees, Travel, and Operating Supplies)

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

B. **Take all appropriate action to ratify electronic submission of FY08 application and accept reimbursement from State Criminal Alien Assistance Program (SCAAP) in the amount of $129,652.00.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to ratify electronic submission of FY08 application and accept reimbursement from State Criminal Alien Assistance Program (SCAAP) in the amount of $129,652.00.

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

34. **Approve Bills.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of $7,023,423.86.

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

35. **Ratify release of time-sensitive bills on October 2, 2008.**

Moved by Commissioner Stavinoha, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to ratify release of time-sensitive bills on October 2, 2008 in the amount of $74,889.37.

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

Recess:

Recessed at 1:42 p.m.

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

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

Cause No. 08-DCV-166023; Safety National Casualty Corporation v. Dianne Wilson, Fort Bend County Clerk, Annie Rebecca Elliott, Fort Bend County District Clerk, and Fort Bend County; in the 240th Judicial District Court, Fort Bend County, Texas.

B. **§ 551.072. Deliberation Regarding Real Property. Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.**

Land Matters, Precinct 3: Green Busch Mobility Project.

Closed Session:

Convened at 2:03 p.m.
Adjourned at 2:13 p.m.

Reconvene:

Reconvened at 2:15 p.m.

37. **Reconvene Open Session and consider taking action on the following matters:**

A. **§ 551.071. Consultation With Attorney.**
Cause No. 08-DCV-166023; Safety National Casualty Corporation v. Dianne Wilson, Fort Bend County Clerk, Annie Rebecca Elliott, Fort Bend County District Clerk, and Fort Bend County; in the 240th Judicial District Court, Fort Bend County, Texas.

No action.

B. **§ 551.072. Deliberation Regarding Real Property.**
Land Matters, Precinct 3: Green Busch Mobility Project.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to purchase Parcel 6 in the amount of $4,209.00, Parcel 13 in the amount of $14,815.00, Parcel 21 in the amount of $32,886.00, Parcel 22 in the amount of $12,143.00, Parcel 24 in the amount of $35,529.00 and Parcel 26 in the amount of $43,259.00 plus necessary costs not to exceed $3,000.00 each of the Green Busch Mobility Project with funds from Right of Way Fund and authorize the County Judge to sign any necessary documents.

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

38. **Adjournment.**

Commissioners Court adjourned at 2:17 p.m. on Tuesday, October 07, 2008.

October 7, 2008

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 7th DAY of OCTOBER 2008, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
TOM D. STAVINOHA	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
DIANNE WILSON	COUNTY CLERK
MARK VOGLER	DRAINAGE DISTRICT MANAGER

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

1. **Call to Order.**

   Call to Order by Judge Hebert at 1:06 p.m.

2. **Accept Monthly Report for July 2008.**

   Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to accept Monthly Report for July 2008.

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

3. **Take all appropriate action to approve Interlocal Agreement between Fort Bend County Drainage District and Pecan Grove Municipal Utility District for maintenance of drainage channels through September 30, 2009.**

   Moved by Commissioner Meyers, Seconded by Commissioner Patterson, duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County Drainage District and Pecan Grove Municipal Utility District for maintenance of drainage channels through September 30, 2009.

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

4. **Take all appropriate action on Bid #08-094 for Hydraulic Hammer.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers, duly put and unanimously carried (5-0), it is ordered to award Bid #08-094 for Hydraulic Hammer to Romco Equipment Company for $51,425.00.

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

5. **Take all appropriate action to approve engagement letter with Null-Lairson to perform the audit of the Drainage District financial statements for the fiscal year ending September 30, 2008.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage, duly put and unanimously carried (5-0), it is ordered to approve engagement letter with Null-Lairson to perform the audit of the Drainage District financial statements for the fiscal year ending September 30, 2008.

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

6. **Adjournment.**

The Drainage District Board adjourned at 1:08 p.m. on Tuesday, October 07, 2008.

COUNTY COMMISSIONERS COURT
PUBLIC PARTICIPATION FORM

Instructions: Fill out **ALL** blanks. **PLEASE PRINT**

Name: Richard Brumfield

Home Address: 15414 Willmore Ln. Missouri City 77489

Home Telephone: 281-438-2158

Place of Employment: Retired

Please provide the name address and phone number of any group or organization you represent, if applicable.

Briar Gate Subdivison

Which agenda item(s) do you wish to address?

Letter Sent Commissioners Ct. 1st Constable Davis Pct. 2

IN GENERAL, ARE YOU: FOR ☐ AGAINST ☐ SUCH AGENDA ITEM ?
(Please Check One)

I acknowledge that, if called to speak, I will only speak to the agenda item(s) noted above in accordance with Fort Bend County Rules for Procedure, Conduct and Decorum at County Commissioner's Court Meetings and that my comments will be limited to a maximum of three minutes.

Signature: Richard Brumfield

NOTE: This Public Participation Form must be presented to the County Clerk prior to the time that the meeting is called to order. Any documentation you wish to provide to the court should accompany this form when you present it to the County Clerk. This document provided becomes public record and is recorded with materials regarding Commissioners Court.

5B

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

August 29, 2008

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

RE: Seven Meadows Parkway & Reserves - Revised traffic control plan to establish school zones for new Katy ISD Elementary School #31 on Seven Meadows Parkway

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced to establish school zones for the new Katy ISD Elementary School #31 on Seven Meadows Parkway. The public hearing date for acceptance of the plan is being scheduled.

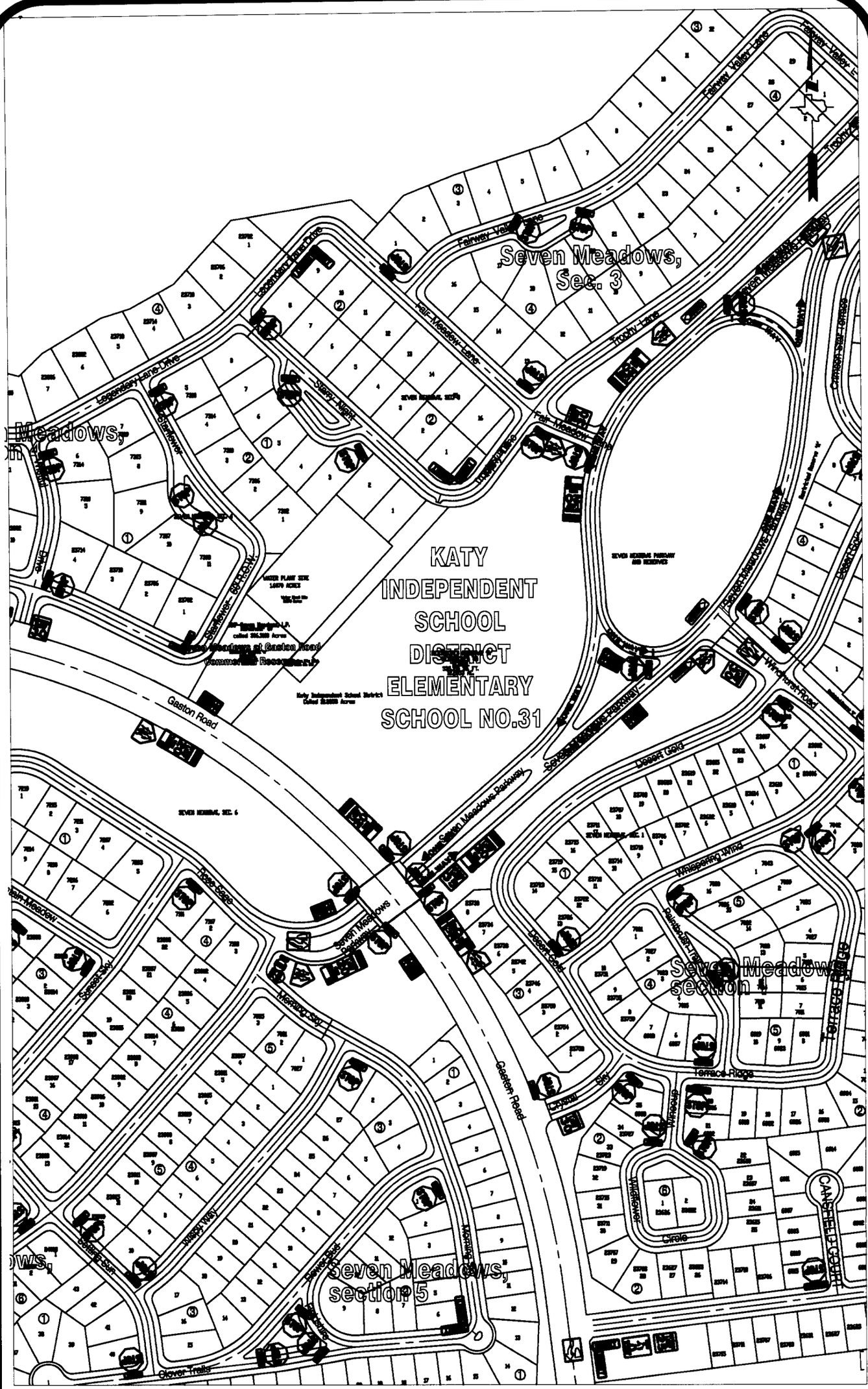
A copy of the traffic control plan is attached for your review. If you should have any questions, please give me a call.

Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

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



Note:
The purpose of this traffic control plan is to revise traffic control for Seven Meadows Parkway and Reserves to establish school zones for Katy I.S.D. Elementary School No. 31.

Drawn By: L. Brdecka	Seven Meadows Parkway and Reserves Control Map and Traffic Sign Layout
Date: 8-28-08	
Approved By: Steve L. Evans	
Date: 8-28-08	
Scale 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

HOUSTON COMMUNITY NEWSPAPERS

10-7-08
5B

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

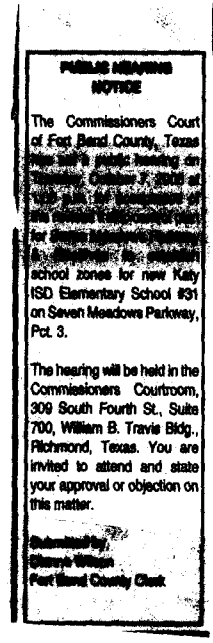
Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

2nd day of October, 2008.
Traffic - Seven Meadows Parkway

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.


PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas [illegible] public hearing on [illegible] at [illegible] for [illegible] school zones for new Katy ISD Elementary School #31 on Seven Meadows Parkway, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

[illegible]
Glenda Wilson
Fort Bend County Clerk

Publisher's Representative

Sworn to and subscribed before me this 2nd day of October 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Houston Community Newspapers Ad Insertion Order

R3496

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	9/3/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1 7 0 1 4 0 8		JUDGE ROBERT HEBERT	

TOTAL INCHES			STD	TAB		TAG LINE
1	X	3.00	3	X		TRAFFIC SEVEN MEADOWS PARKWAY

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/1ST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	SHERRY FISK

WHITE COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS	REMOTE = Outside Office Produces Ad
1	X

PUB	PRODUCT CODE	DISCOUNT COD	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	9/17	3.0	$5.19	$15.57
					Total:		$15.57

Publication Codes

HW-Gr. Hou. Weekly
TG-Total Group

NG-North Group
NE-Northeast Group
NW-Nirthwst Group
SG-South Group
CED-Clay Adv/Easter Dar CU-1960 Sun Champions
CA-Cleveland Advocate WU-1960 Sun Co-Fair
LC-Dayton News SC-1960 Sun Crosbyton
PS-E Mont Cnty Obs EU-1960 Sun Klein
ES-Eastex Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DB-Deer Park Broadcaster
LCP-Lake Conr Plus PO-Pasadena/Manvel/Tomball
DP-Deer Park Press Pasadena - Manvel
EG-Examiner Group Pasadena - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Atascocita Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend/SW Sun HO-Humble Observer
PF-Pearland/Friendswood ES-Spring Observer E.W.
FI-Friendswood Journal OW-Spring Observer West
PJ-Pearland Journal NC-Waller Cnty News Citizen
SR-I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
KE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

5C

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

October 6, 2008

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

RE: Traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road

Dear Commissioner:

Fort Bend County Engineering has completed and recommends approval of the traffic control plan for the above referenced to establish school zones for the new Lamar CISD Elementary School #19 on Mason Road. The public hearing date for acceptance of the plan is being scheduled.

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

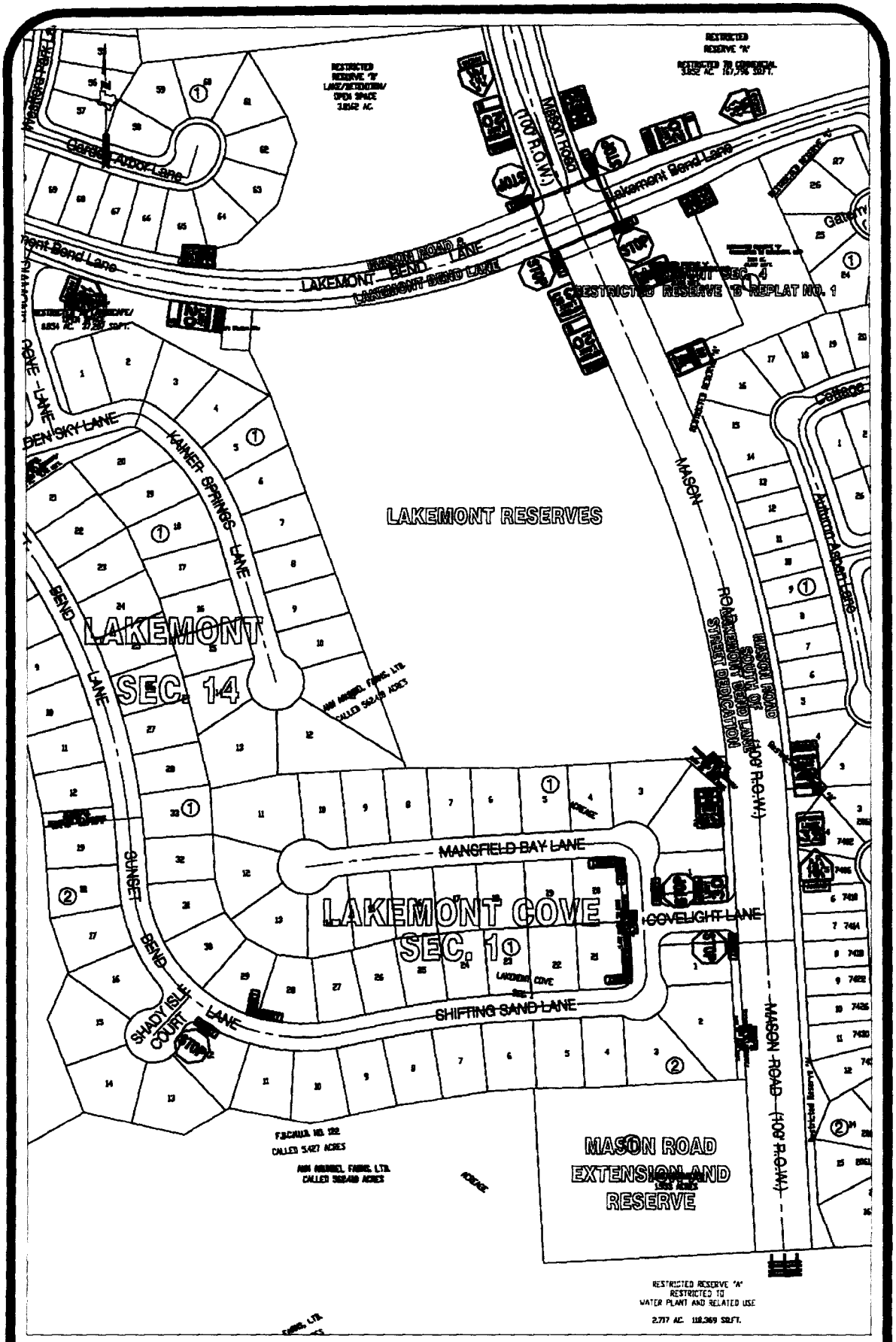
Sincerely,

Steven L. Evans
Assistant to County Engineer

SLE/mjs

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

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



Note:

The purpose of this traffic control plan is to revise traffic control for Lakemont Reserves to establish school zones for the new L.C.I.S.D. Elementary School #19 on Mason Road.

Drawn By: L. Brdecka	Lakemont Reserves Control Map and Traffic Sign Layout
Date: 10-6-08	
Approved By: Steve Evans	
Date: 10-6-08	
Scale: 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5D

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

October 6, 2008

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

RE: Falcon Ranch, Section 7 -Traffic Control Plan

Dear Commissioner:

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

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

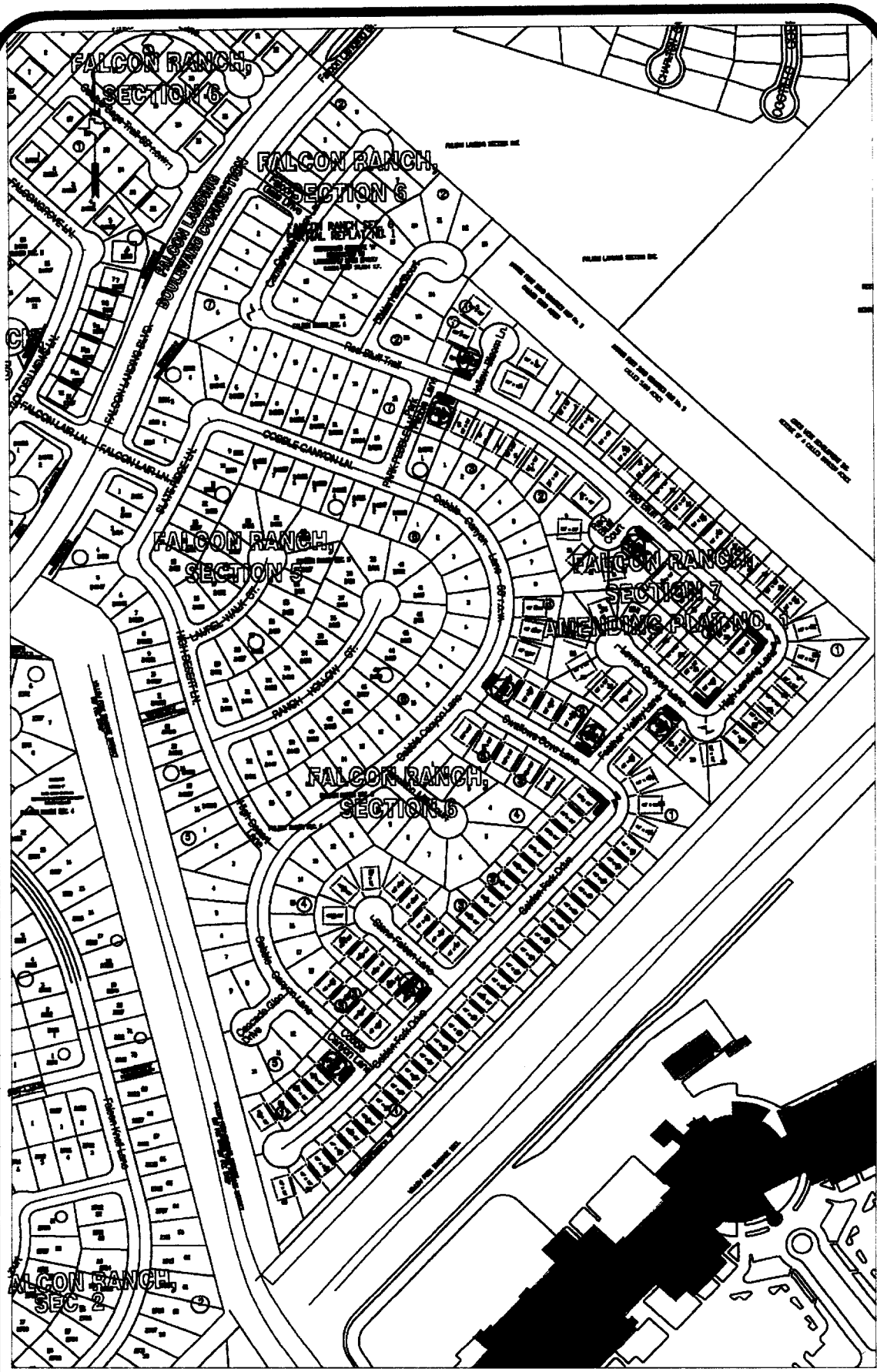
Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

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

P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366
I:\WPDATA\LETTERS\TRAFSTUD\06045108_t01.doc



Note:

The purpose of this traffic control plan is to establish traffic control for Falcon Ranch, Section 7.

Drawn By: L. Bridwell	**Falcon Ranch, Section 7**
Date: 10-6-08	**Control Map and**
Approved By: Nathan Hatcher	**Traffic Sign Layout**
Date: 10-6-08	
Scale: 1" = 300'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

5E

FORT BEND COUNTY ENGINEERING

Fort Bend County, Texas

D. Jesse Hegemier
County Engineer

October 6, 2008

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

RE: Katy Creek Ranch, Section 1 -Traffic Control Plan
Katy Creek Ranch, Section 2

Dear Commissioner:

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

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

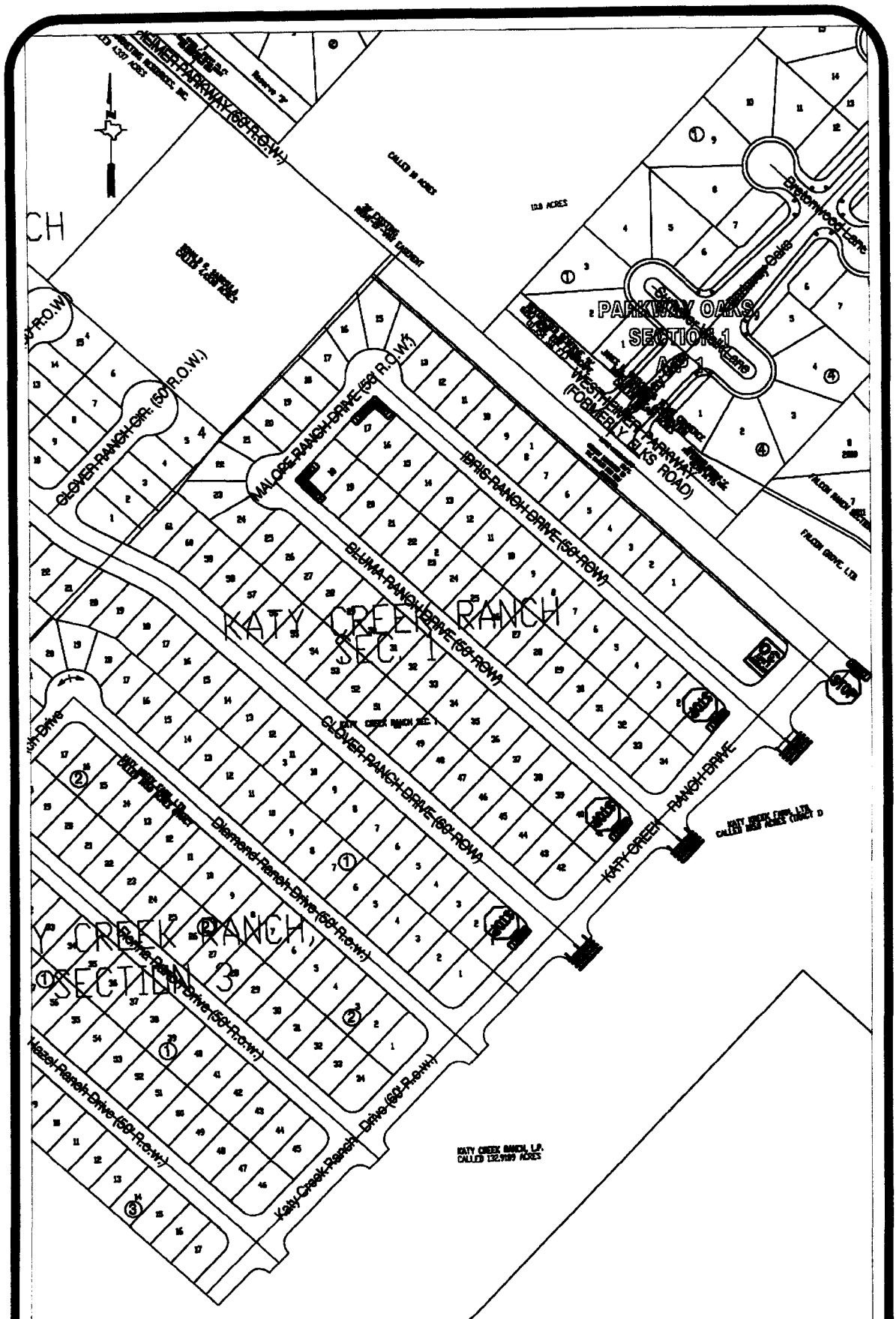
Sincerely,

Nathan D. Hatcher
Assistant to County Engineer

NDH/mjs

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

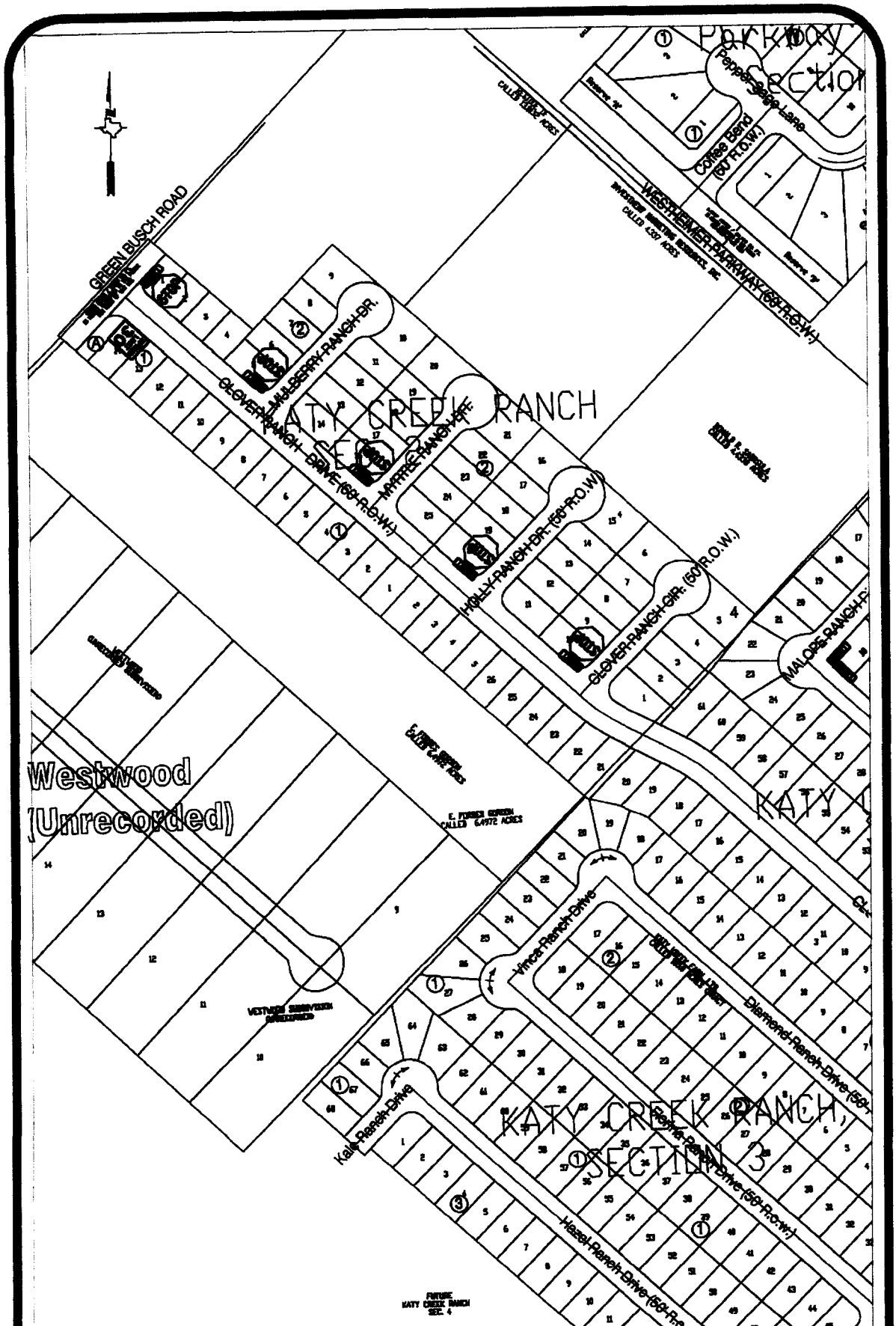
P.O. Box 1449 • 1124 Blume Road • Rosenberg, Texas 77471 • (281) 633-7500 • Fax (281) 342-7366



Note:

The purpose of this traffic control plan is to establish traffic control for Katy Creek Ranch, Section 1.

Drawn By: L. Bridooks Date: 10-6-08	Katy Creek Ranch, Section 1 Control Map and Traffic Sign Layout
Approved By: Nathan Hatcher Date: 10-6-08	
Scale 1" = 200'-0"	Fort Bend County Engineering Dept. 1184 Blume Road Rosenberg, Texas 77471



Note:

The purpose of this traffic control plan is to establish traffic control for Katy Creek Ranch, Section 2.

Drawn By: L. Bridwell	**Katy Creek Ranch, Section 2**
Date: 10-6-08	**Control Map and**
Approved By: Nathan Hatcher	**Traffic Sign Layout**
Date: 10-6-08	
Scale: 1" = 200'-0"	Fort Bend County Engineering Dept. 1124 Blume Road Rosenberg, Texas 77471

FORT BEND COUNTY
TRAVEL AUTHORIZATION

AGENDA ITEM
6A

TO: COMMISSIONERS COURT

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

Judy Cornelius

DATE OF DEPARTURE: Sunday Oct 5 2008

DATE OF RETURN: Friday Oct 7, 2008

DESTINATION: Denver Colorado

PURPOSE OF TRIP: Attend Tylocon User Group

MODE OF TRANSPORTATION: Air

FUNDING SOURCE: 100560 (a) 63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

DATE: 8-22-08

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date_____)

WHITE COPY CANARY COPY PINK COPY GOLDENROD COPY

AGENDA ITEM
6B

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Lieutenant James Fontenot

Inv. Wes Webber

DATE OF DEPARTURE: 9/30/2008

DATE OF RETURN: 10/1/2008

DESTINATION: Bellinghan, Washington

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 9/22/2008

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

AGENDA ITEM
6C

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Inv. Aramis Gonzales

Inv. Sean Baudat

DATE OF DEPARTURE: 9/25/2008

DATE OF RETURN: 9/26/2008

DESTINATION: New York, New York

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 9/18/2008

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

AGENDA ITEM
6D

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Inv. James Murray

Inc. Mike Kubricht

DATE OF DEPARTURE: 9/23/2008

DATE OF RETURN: 9/24/2008

DESTINATION: Philadelphia, Pennsylvania

PURPOSE OF TRIP: Extradite prisoner back to Fort Bend County

MODE OF TRANSPORTATION: Airline/Rental Car

FUNDING SOURCE: 100560100-63200

****

DEPARTMENT HEAD APPROVAL: Milton Wright, Sheriff
Name & Department

Fort Bend County Sheriff's Office

DATE: 9/18/2008

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date:

Emergency Approval: Date:

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 09/29/08	**Submitted By: Ann Werlein** 7A
	Department: County Judge
Court Agenda Date: 10/07/08	**Phone Number: 281-341-8608**

SUMMARY OF ITEM: Approve renewal of the agreement between Fort Bend County and Fort Bend Regional Council on Substance Abuse, Inc. in the amount of $30,000 for certain services to alcohol and drug dependent residents of Fort Bend County. (non-departmental fees)

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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- **All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.**

DISTRIBUTION:

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

☒	Auditor	(281-341-3774)	☒	Comm. Pct. 1	(281-342-0587)
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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-15-08 orig. ret. to Ann at Co Judge

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.

THIS AGREEMENT, made by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as **"County"**), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and **FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.** (hereinafter referred to as **"FB Council"**), acting herein by and through its duly authorized officers.

WITNESSETH:

THAT WHEREAS, the **COUNTY** does not have a program for alcohol and drug abuse for its citizens; and,

WHEREAS, the **COUNTY** desires to contract with **FB COUNCIL** to provide certain services to alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, the **COUNTY** desires to assist **FB COUNCIL** in its programs for alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, FB COUNCIL desires to provide qualified staff and services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, FB COUNCIL desires to provide assessment and evaluation programs, referral services, case management, and education, and related services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, FB COUNCIL desires to provide a coordination service with the various service agencies and Justice Courts in Fort Bend County pertaining to alcohol and drug abuse;

WHEREAS the services provided by **FB COUNCIL** are exempt from the competitive bidding requirements pursuant to § 262.024(a)(4), Texas Local Government Code.

NOW, THEREFORE, in consideration of the mutual representations and promises herein contained the **COUNTY** and **FB COUNCIL** agree as follows:

I.

FB COUNCIL agrees that it will provide an assessment program for all citizens of Fort Bend County. The purpose of the assessment will be to evaluate whether there is a problem of alcohol or other drugs with an individual or significant other (including, but not limited to, family members and employers), with no charge to County residents.

II.

FB COUNCIL agrees that it will provide a referral service for citizens of Fort Bend County on an individual basis to an appropriate program, including but not limited to hospitals, doctors, counselors, halfway houses, support groups, in-house services and programs.

III.

FB COUNCIL agrees that it will provide educational programs and assistance to schools, businesses, industry and civic groups within Fort Bend County on alcoholism and drug abuse to assist the citizens of Fort Bend County to combat alcohol and drug abuse.

IV.

FB COUNCIL agrees that it will coordinate services with the several other service agencies throughout Fort Bend County to improve the evaluation and treatment of alcohol and drug abuse, and to improve the quality of service for alcohol and drug abuse in Fort Bend County.

V.

FB COUNCIL agrees it will provide the **COUNTY** with an annual independent audit of its operations and **FB COUNCIL** further agrees that the **COUNTY** may conduct an independent audit should **COUNTY** desire same.

VI.

FB COUNCIL agrees to defend, save, hold harmless and indemnify the **COUNTY** from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of **FB COUNCIL's** actions pursuant to this contract.

VII.

The **COUNTY** agrees to provide **FB COUNCIL** with **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00)** in consideration of **FB COUNCIL** performing the services stated in this contract. The term of this contract is for twelve (12) months beginning **October 1, 2008** and ending on **September 30, 2009.** Either party may terminate this agreement, without cause, by providing thirty (30) days written notice to the other party. **COUNTY** agrees to pay **FB COUNCIL** for said services upon execution of this contract by both parties and upon receipt of **FB COUNCIL's** invoice therefore. The County's contribution in no way is to be associated in any manner with any program that Texas Commission on Alcohol and Drug Abuse (TCADA) fully or partially funds.

VIII.

The provisions of this contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this contract and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby, unless in the opinion of the **COUNTY** or **FB COUNCIL** the purposes of the contract have been rendered useless.

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

IX.

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, this contract cannot be assigned without prior written consent of the **COUNTY.**

X.

This contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas, or any authorized representative or agency of any of them.

XI.

Each party represents and warrants to the other that this contract is binding upon and enforceable against such party.

IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 10-7-08

ATTEST:

_____
Dianne Wilson, County Clerk

FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.

By: _____
Executive Director

Date: 09152008

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **$30,000.00** to pay the obligation of Fort Bend County under and within the foregoing contract.

_____
Ed Sturdivant, County Auditor

MER/nh: I:\08-09 Agreements\FB Council.08-09 renewal: 2068 (08/25/08)

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 09/29/08	**Submitted By: Ann Werlein**
	Department: County Judge
Court Agenda Date: 10/07/08	**Phone Number: 281-341-8608**

7B

SUMMARY OF ITEM: Approve renewal of the agreement between Fort Bend County and The Katy Area Economic Development Council in the amount of $15,000 for administration of the County's economic development activities in the Katy area, Pct. 3. (non-departmental fees)

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

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☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other:		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-15-08 orig. ret. to Ann at CO. Judge

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY AND THE KATY AREA ECONOMIC DEVELOPMENT COUNCIL

THIS AGREEMENT is made and entered into by and between **Fort Bend County**, hereinafter referred to as the "County," a body corporate and politic under the laws of the State of Texas, and the **Katy Area Economic Development Council**, hereinafter referred to as the "Katy Area EDC."

RECITALS:

WHEREAS, pursuant to TEXAS LOCAL GOVERNMENT CODE §381.004, as amended, the Commissioners Court of the County desires to stimulate business and commercial activity in the County by contracting with Katy Area EDC to provide or cause to be provided, certain economic development services in furtherance of the County's statutory goals pursuant to TEXAS LOCAL GOVERNMENT CODE §381.004, as amended, and to develop and administer the County's program for local economic development; and,

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, the County finds this agreement serves a public purpose; and,

WHEREAS, it is important to the County to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and,

WHEREAS, it is desirable, productive, and economical to work towards this goal through a unified county effort and through an agency with specific expertise in this field; and,

WHEREAS, the County desires to contract with Katy Area EDC for such business and industrial development services; and,

WHEREAS, Katy Area EDC is a non-profit corporation whose purpose is to accomplish all the above stated objectives; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Katy Area EDC agree as follows:

AGREEMENT:

ARTICLE I
Qualifications of the Katy Area EDC

Representations and Warranties of Katy Area EDC. Katy Area EDC represents that:

(a) The Katy Area EDC is a non-profit entity that is authorized to promote economic development in a substantial portion of the County;
(b) The Katy Area EDC is engaged in an on-going effort to attract new businesses to the County, to encourage the expansion of existing businesses in the County, or to retain existing businesses in the County;
(c) The Katy Area EDC must cooperate with and use the services of the Texas Economic Development

ARTICLE II
Scope of Services

Section 2.01: Program Development: The Katy Area EDC shall develop a comprehensive program for the solicitation of industrial, business, and commercial prospects for location in North Fort Bend County or a municipality located therein. The program will include but not be limited to site selection and analysis services for new business and industry seeking a location in North Fort Bend County; dissemination of the demographic information about North Fort Bend County to prospective new business and industry; and make recommendations for North Fort Bend County to compete more successfully for new business and industry.

Section 2.02: Katy Area EDC Reports. On or before July 31, 2009 the Katy Area EDC must submit to the County Judge a written report describing in detail the collaborative efforts performed during the preceding fiscal year.

ARTICLE III
Term

The term of this Agreement is from **October 1, 2008,** through **September 30, 2009.** This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice. This agreement shall not automatically renew.

ARTICLE IV
Payment, Financial Statement, and Limitation of Appropriation

Section 4.01: Payment. As compensation for all services provided hereunder, the County shall pay Katy Area EDC the sum of **$15,000.00** for the term of this agreement. In the event of early termination as provided for by Article III, the Katy EDC shall promptly refund to the County on a pro rata basis according to the ratio the amount of time elapsed during the contract term bears to the total amount of money agreed upon herein as compensation for such term.

Section 4.02: Time of Payment. Payment shall be made in an annual lump sum payment of $15,000.00. This amount is due in full by November 1, 2008 and shall be paid by Fort Bend County within 30 days of execution of this agreement.

Section 4.03: Financial Statements. The Katy Area EDC must provide, within 90 days after the close of the Katy Area EDC's fiscal year, its compiled annual financial statements to the County Judge at 301 Jackson, Suite 719, Richmond, Texas 77469. The financial statements will be prepared by a licensed CPA and will be reviewed by an independent accounting firm every three years should this Agreement be renewed.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, the Katy Area EDC has been advised by the County and the Katy Area EDC clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the total maximum sum of Fifteen Thousand Dollars and No/Cents **($15,000.00)** which is specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement, including the costs, things, expenses or purposes contained in or inferred from the provisions of this Agreement which might in any light by any person be interpreted to the contrary. Once this sum is expended, the County has no further obligation hereunder.

ARTICLE V
Termination

Either party may terminate this Agreement upon default by the other party. Default by a party occurs if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should a default occur, the party against whom the default has occurred has the right to terminate all or part of its duties under this Agreement as of the 30th day following the receipt by the defaulting party of a notice describing the default and intended termination, provided: (i) the termination is ineffective if within the 30-day period the defaulting party cures the default or (ii) the termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default. In the event that the County or the Katy Area EDC terminates this Agreement, the Katy Area EDC must furnish the County, within 30 days from the date of the termination, with a final report from the period beginning on the day following the last day of the period covered in the last report and ending with the last day of the termination. In no event is the County obligated to pay for any services performed after the date of termination but rather is obligated to pay only for those services actually rendered prior to the date of termination. The Katy EDC shall refund the County as described in Section 4.01. This Article does not relieve either party of the ability to terminate this agreement, as provided in Article III.

ARTICLE VI
Board of Directors

The County shall be given the right to appoint one (1) director with voting rights to the Katy Area EDC's Board of Governors, who shall serve for as long as this Agreement is in effect.

ARTICLE VII
Miscellaneous Provisions

Section 7.01: Independent Contractor: The relationship of the Katy Area EDC to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Katy Area EDC' s employees nor does the County have any authority over the Katy Area EDC's personnel decisions.

Section 7.02: Parties in Interest: This Agreement shall bind and benefit the County and the Katy Area EDC and shall not bestow any rights upon any third parties.

Section 7.03: Non-waiver: Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Fort Bend County, Texas. The Katy Area EDC agrees to perform the services hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Venue for any action regarding this agreement shall lie in Fort Bend County, Texas.

Section 7.05: Notices: All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY:
Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

FOR THE KATY EDC:
Lance LaCour, President/CEO
Katy Area Economic Development Council, Inc.
P.O. Box 970
Katy, TX 77492

Section 7.06: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.07: Captions: The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.08: Merger: This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Section 7.09: Execution: The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Fort Bend County, Texas, so authorizing. This Agreement shall not become effective until executed by all parties hereto.

ARTICLE VIII
Execution

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 10-7-08

ATTEST:

_____
Dianne Wilson, County Clerk

KATY ECONOMIC DEVELOPMENT COUNCIL, INC.

By: _____
Lance LaCour, President/CEO

Date: 9/17/08

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $15,000.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.

_____
Robert Ed Sturdivant, Auditor

MER/nh: Katy EDC.08-09 renewal: 1686-Katy (08/25/08)

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

AGENDA ITEM 7C

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

Date Submitted: October 1, 2008

Court Date: October 7, 2008

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

SUMMARY OF ITEM:

Approve renewal agreement between Fort Bend County and Mental Health America of Fort Bend for FY09 services in the amount of $60,000. (Fund: Non-Departmental Fees)

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

FINANCIAL SUMMARY:

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

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✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

10-15-08 orig. ret. to Ann at CO Judge

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND MENTAL HEALTH AMERICA OF FORT BEND COUNTY FOR MENTAL HEALTH SERVICES

THIS AGREEMENT is now made by and between **FORT BEND COUNTY, TEXAS** (hereinafter referred to as "**COUNTY**"), a body politic acting pursuant to the duly authorized act of its Commissioners' Court, and **MENTAL HEALTH AMERICA OF FORT BEND COUNTY** (hereinafter referred to as "**M.H.A.F.B.C.**"), a non-profit corporation, acting herein pursuant to the duly authorized act of its officers.

WITNESSETH:

THAT WHEREAS, the **COUNTY** has certain duties and authority to provide for the public health of its residents and also to provide support through mental health care services for certain of its financially disadvantaged residents pursuant to applicable state laws and provisions of the Texas State Health and Safety Code; and

WHEREAS both parties recognize the public health needs of the residents of the **COUNTY** for, and the benefit to be realized from, early detection and recognition of serious mental illnesses and adequate resource referral for treatment thereof when indicated; and

WHEREAS same will promote public health and also has the potential for future economic savings to the **COUNTY** from what might otherwise become more protracted medical and health care problems among the residents eligible for medical care and support; and

WHEREAS M.H.A.F.B.C. has developed and provides programs and services to promote recognition and early detection of mental illnesses and to provide treatment resource referral where indicated, which it proposes to provide as hereafter mentioned; and

WHEREAS M.H.A.F.B.C. further agrees to work with the **COUNTY** and with various other service agencies within Fort Bend County to best serve the needs of the residents of Fort Bend County in such matters; and

WHEREAS M.H.A.F.B.C. will provide quarterly reports to **COUNTY** to assure quality and quantity of the services being rendered and will furnish annual audited financial reports on an annual basis for further review; and

WHEREAS, M.H.A.F.B.C. further agrees to work with **COUNTY** Risk Management Department, Human Resources Department, Gus George Training Academy and the Office of Emergency Management as needed and with various other service agencies within Fort Bend County to best serve the needs of the residents of Fort Bend County in such matters; and

WHEREAS the parties desire to contract between them whereby **M.H.A.F.B.C.** will provide certain of its public health and mental health services on behalf of the COUNTY and also for the benefit of those residents of the COUNTY who meet the applicable eligibility and qualification requirements to receive such services, and

WHEREAS this Agreement is exempt from competitive bidding pursuant to Sec. 262.024(a)(2), Texas Local Government Code;

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

I.

M.H.A.F.B.C. agrees to develop and provide select public health education, screening and assessment programs for the residents of Fort Bend County. The purposes thereof will be to evaluate the existence of mental health problems and serious mental illnesses and the need for mental health care and then to follow up with appropriate resource referral for care and treatment where indicated.

II.

M.H.A.F.B.C. agrees that it will provide resource referral services for the residents of Fort Bend County on an individual basis to appropriate programs and providers, including, but not limited to, COUNTY employees seeking alternative referrals through the Employee Assistance Program in the Risk Management Department, hospitals, medical doctors and other mental health care professionals, counseling services, support groups, halfway houses, residence and in-house facilities and other health and treatment programs.

III.

M.H.A.F.B.C. agrees that it will provide educational programs and assistance to schools, businesses, industry, civic groups and at other places of public gathering within Fort Bend County regarding mental health and mental illness to promote the public health and to assist the residents of Fort Bend County to de-stigmatize mental illness and thereby promote recognition of mental health issues and the obtaining of early and adequate treatment thereof. Such programs and assistance shall include participating with the Crisis Intervention Training at the Gus George Training Academy for certified peace officers and participating with the **COUNTY** Human Resources Department as a speakers bureau resource for employee training.

IV.

M.H.A.F.B.C. agrees to work with other private and governmental agencies throughout Fort Bend County to coordinate therewith in improving the availability of mental health services including both the evaluation and treatment of acute and chronic mental health problems and mental illnesses and to improve coordination and collaboration among area behavioral health and social service providers for continuity of care. **M.H.A.F.B.C.** further agrees to serve as the **COUNTY** resource liaison in post-disaster recovery services for residents and evacuees through the Office of Emergency Management for counseling and other mental health services that might be necessary for a natural disaster.

V.

M.H.A.F.B.C. agrees to work with other private and governmental agencies throughout Fort Bend County to coordinate therewith in improving the availability of mental health services including both the evaluation and treatment of acute and chronic mental health problems and mental illnesses and to improve accountability for case management and discharge planning to improve the quality of services being offered for all residents of Fort Bend County.

VI.

M.H.A.F.B.C. agrees to provide the **COUNTY** with an annual independent audit of its operations and expenditures and further agrees that the COUNTY may conduct an independent audit should it desire same. **M.H.A.F.B.C.** further agrees to provide quarterly reports of its activities and the results thereof to COUNTY and all such other reasonable information as may be requested to assure performance of its obligations undertaken under this agreement.

VII.

M.H.A.F.B.C. agrees to defend, save, hold harmless and indemnify the **COUNTY** from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of **M.H.A.F.B.C.**'s actions undertaken pursuant to this contract.

VIII.

COUNTY agrees to provide payment of Sixty Thousand and No/100 Dollars ($60,000.00) to **M.H.A.F.B.C.** for its services. This agreement shall commence on October 1, 2008, and end on September 30, 2009. Either party may terminate this agreement, without cause, by providing the other party thirty (30) days written notice.

IX.

The provisions of this contract are severable, and if any part hereof or the application thereof to any person or circumstance shall ever be held to be invalid or unconstitutional for any reason by any court or regulatory authority of competent jurisdiction, then the remainder of this contract and the application thereof to other persons or circumstances shall not be affected thereby unless, in the opinion of either the COUNTY or M.H.A.F.B.C., the purposes of the contract have been rendered useless.

X.

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

M.H.A.F.B.C. shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

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

Any amendments of this agreement shall be of no effect unless in writing and signed by both parties hereto.

XI.

In the performance of work or services hereunder, **M.H.A.F.B.C.** is and for all purpose shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunto shall be deemed solely as employees of **M.H.A.F.B.C.** or, where permitted, of its subcontractors.

M.H.A.F.B.C. and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the **COUNTY** and shall not be entitled to any of the privileges of benefits of **COUNTY** employment.

XII.

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

XIII.

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

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

with copy to:

Fort Bend County Auditor
301 Jackson, 5th Floor
Richmond, Texas 77469

Notices to M.H.A.F.B.C. shall be delivered to:

Mental Health America of Fort Bend County
10435 Greenbough Dr. Building II, Suite 200
Stafford, TX 77477
Phone: 281 207-2480 E-Mail Address: tkopnicky@mhafbc.org
Fax: 281 207-2301 Web Site: mhafbc.org

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

XIV.

IN WITNESS WHEREOF, the parties put their hands to this instrument on the dates indicated, and this Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 10-7-08

ATTEST:

_____
Dianne Wilson, County Clerk

MENTAL HEALTH AMERICA
OF FORT BEND COUNTY

By: _____

Title: Executive Director

Date: 9/30/08

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $60,000.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

_____
Ed Sturdivant, County Auditor

I:MER/Agreements/Mental Health America.08-09.renewal.agr.:3510:09102008

7D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: September 30, 2008

Court Date: October 7, 2008

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

SUMMARY OF ITEM:

Take all appropriate action to accept FY08 payment from TCEQ in the amount of $1,475,738.71 for the regional Low Income Repairs and Replacement Program (LIRAP) administered by HGAC. (Fund: 10040999-G409-06AIRCHECK-22200)

Agreement/Appointment:	YES ✔	NO
Revlewed by County Attorney's Office:	YES ✔	NO

List Supporting Documents Attached: Amendment #5 with HGAC and TCEQ.

FINANCIAL SUMMARY:

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

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:

CO JUDGE BOB HEBERT Fax:2813418609 Sep 30 2008 12:52 P.03

COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

September 29, 2008

Mr. Chad Lenz
TCEQ
Building E, Mail Code 164
12100 Park 35 Circle
Austin, Texas 78753

Contract Number 582-2-55082-12

Dear Mr. Lenz:

On behalf of Fort Bend County, the authorized party, as signed below, hereby requests that additional grant activity funds in the amount of **$1,475,738.71** be dispersed to Fort Bend County by the Texas Commission on Environmental Quality (TCEQ) for the Low Income Repair and Replacement Program (LIRAP) throughout the HGAC region.

It is understood and agreed that the amount of funding provided to Fort Bend County for the state fiscal year 2008 (FY2008) must not exceed that portion of funds generated from vehicle inspection and maintenance fees collected in the region and appropriated to LIRAP for the period between September 1, 2007 and August 31, 2008.

By: _____
(Authorized Signature)

Robert E. Hebert
(Print Name)

301 Jackson St., Suite 719 - Richmond, TX 77469

CO JUDGE BOB HEBERT Fax:2813418609 Sep 30 2008 12:52 P.04

7E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

---

Date Submitted: September 30, 2008

Court Date: October 7, 2008

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

SUMMARY OF ITEM:

Take all appropriate action to accept FY09 payment from TCEQ in the amount of $1,208,082.58 for Fort Bend County's Low Income Repairs and Replacement Program (LIRAP) administered by HGAC. (Fund: waiting for new fund number)

Agreement/Appointment:	YES ✔	NO
Reviewed by County Attorney's Office:	**YES** ✔	**NO**

List Supporting Documents Attached: New Agreement approved August 08 with TCEQ and amendment #5 with HGAC.

FINANCIAL SUMMARY:

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

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
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✔ Purchasing Agent	(281-341-8642)	✔ Comm. Pct. 4	(281-980-9077)
✔ Information Technology	(281-341-4526)	✔ County Clerk	(281-341-8697)
☐ Other: _____		✔ County Atty	(281-341-4557)

Recommendation:

CO JUDGE BOB HEBERT Fax:2813418609 Sep 30 2008 12:51 P.01

COUNTY JUDGE

Fort Bend County, Texas

Robert E. Hebert
County Judge

(281) 341-8608
Fax (281) 341-8609

September 19, 2008

TCEQ
Attn: Chad Lenz
12100 Park 35 Circle
Mail Code 164
Austin, Texas 78753

Dear Mr. Lenz:

On behalf of Fort Bend County, the authorized party, as signed below, hereby requests that grant activity funds in the amount of **$1,208,082.58** be dispersed to Fort Bend County by the Texas Commission on Environmental Quality (TCEQ) for the Low Income Repair and Replacement Program (LIRAP).

It is understood and agreed that the amount of funding provided to Fort Bend County for the state fiscal year 2009 (FY2009) must not exceed that portion of funds generated from vehicle inspection and maintenance fees collected in Fort Bend County and appropriated to LIRAP for the period between September 1, 2008 and August 31, 2009.

By: Robert E Hebert
(Authorized Signature)

Robert Hebert
(Print Name)

301 Jackson St., Suite 719 - Richmond, TX 77469

CO JUDGE BOB HEBERT Fax:2813418609 Sep 30 2008 12:52 P.02

89

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009 9

On this the **7th** day of **October** 2008 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: **Facilities Management & Planning** Dept. #: **4181A**

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Fees	63000	$ 3,000
	TOTAL TRANSFERRED TO:	**$ 3,000**

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Information Technology	65000	$ 3,000
	TOTAL TRANSFERRED FROM:	**$ 3,000**

EXPLANATION: Amount needed to pay invoices for ExecuTeam employee for the remainder of fiscal 2008

Department Head: _____ Date: 9-23-08

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

THE COUNTY OF FORT BEND

BY: _____
Robert E. Hebert, County Judge

80

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 7th day of October 2008/9, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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: Fairgrounds Accounting Unit: 6551A

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	64500	6500.00

TOTAL TRANSFERRED TO: $ 6500.00

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Property & Equip.	64000	6500.00

TOTAL TRANSFERRED FROM: $ 6500.00

EXPLANATION: Fund need to be moved to purchase Xerox Machine Budgeted Item. 2009 FY

Department Head: [signature] Date: Oct 2, 2009

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

BY: [signature]

Robert E. Hebert, County Judge

Form BO1
Revised 10/2005

8C

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY
FOR THE YEAR 2009

On this the 21 day of October 2008/9 , the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

THAT WHEREAS, theretofore, on September 23, 2008, the Court heard and approved the budget for the year 2009 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 Accounting Unit: 6601 A

TRANSFER TO:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Capital Acquisitions	69500	6500.00

TOTAL TRANSFERRED TO: $ -

TRANSFER FROM:

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Property + Equip	64000.	6500.00

TOTAL TRANSFERRED FROM: $ 6500.00 -

EXPLANATION: Funds were put in property and Equip. for the purchase of a ~~box~~ machine but cost was $5K Budgeted Item 2009 FY

Department Head: [signature] Date: Oct 2, 2008

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

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

Form BO1
Revised 10/2005

8d

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2008/9

On this the 7th day of October 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Public Transportation Dept. #: 6101a

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Purchase of Service	100610999-23000	$ 750.166
	TOTAL TRANSFERRED TO:	$ 750.166

TRANSFER FROM:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Local Grant Allocation	100610100-63600	$ 5.991
Fees	100610100-63000	$ 144.042
Federal Reimbursement	100610999-10000	$ 600.133
	TOTAL TRANSFERRED FROM:	**$ 750,166**

EXPLANATION: To amend the budget pursuant to LGC 11.0706 for Federal Fiscal Year 2008 Urban grant to be administered by Public Transportation.

Department Head: [signature] Date: 30-Sep-08

*** USE WHOLE DOLLAR AMOUNTS ONLY ***

THE COUNTY OF FORT BEND

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

Form BO1
Revised 10/2005

9

FORT BEND COUNTY FY 2008 9

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: September 24, 2008

Submitted By: Marilynn Kindell MK

Department: Community Development

Court Agenda Date: October 7, 2008

Phone Number: 281-341-4410

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

Invoice No. 18 in the amount of $1,848.09 to Claunch & Miller for engineering services for the City of Kendleton's Wastewater System project. Fund: Community Development

RENEWAL AGREEMENT/APPOINTMENT: YES NO X

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO X

List Supporting Documents Attached: Copy of invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X NO

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

REQUIRES AUDITOR TO CERTIFY FUNDS: YES NO X

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HDR | CLAUNCH & MILLER
Engineering Consultants

Invoice

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

RECEIVED
Sep 9
BY: AW

Inv# 05-8123-18

INVOICE FOR SERVICES

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

Attn: Marilynn Kindell, Director

INVOICE NO.: **47032-H**

DATE: August 31, 2008
HDR Project No.: 82731
CMI Job No.: 06-106

Description of Services

Professional engineering services in connection with the City of Kendleton Wastewater System Project - No. B-01-UC-48-004, B-04-UC-48-004 and B-05-UC-48-004. Invoice in accordance with contracts dated September 26, 2006 and May 22, 2007. Total contract amount of $114,337.00. Invoice No. 17.

Preliminary Engineering $16,750.00 (Lump Sum)

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

Smoke Testing $13,875.00 (Lump Sum)

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

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

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

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

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

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

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

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

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

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

HDR Engineering, Inc.
4635 Southwest Freeway
Houston, TX 77027-7139
Phone (713) 622-9264
Fax (713) 622-7265
www.hdrinc.com

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

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

Geotechnical $6,400.00 (Cost plus 10%)

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

Reproduction $500.00 (Cost plus 10%)

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

Vehicle Cost $100.00 ($.41 per mile)

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

Final Design Engineering $13,135.00 (Lump Sum)

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

Reproduction $1,000.00 (Cost plus 10%)

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

Miscellaneous $500.00 (Hourly and Cost plus 10%)

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

Vehicle Cost $70.00 ($.41 per mile)

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

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

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

Construction Phase $7,750.00 (Lump Sum)

% Complete	Total Due	Previously Invoiced	Amount Due This Invoice	
90%	$6,975.00	$6,587.50	$387.50	Total This Invoice: $ 387.50

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

LABOR	RATE		HOURS THIS INVOICE	TOTAL THIS PERIOD	HOURS PREVIOUS INVOICE	HOURS TO DATE	TOTAL TO DATE
John Rudloff	$194.08		5.00	$ 970.40	2.00	7.00	$1,358.56
Kerry Lackey	$102.65		4.00	$ 410.60	25.00	29.00	$2,970.79
Bobby Vasek	$61.92			$	29.15	19.50	$1,202.48
		Subtotal:		$1,381.00			$5,531.83

Total This Invoice: $ 1,381.00

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

LABOR	RATE		HOURS THIS INVOICE	TOTAL THIS PERIOD	HOURS PREVIOUS INVOICE	HOURS TO DATE	TOTAL TO DATE
Jose Velásquez	$79.59		1.00	$79.59	25.75	26.75	$2,105.51
		Subtotal:		$79.59			$2,105.51

Total This Invoice: $ 79.59

Vehicle Cost $750.00 ($.41 per mile)
This Invoice: @ $. $
Previously Invoiced: $369.00
Billed to Date: $369.00 Balance:$381.00

Total This Invoice: $ 0.00

Total Amount Due This Invoice: $1,848.09 ✓

Amount Invoiced to Date: $108,495.75

9/23/08
Approved for Payment

10
A, B
AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/01/08

Court Agenda Date: 10/07/08

Submitted By: Nicole Hobbs/County Attorney's Office
Department: CONSTABLE, PCT. 1
Phone Number: 281-341-4555

SUMMARY OF ITEM:
Approve renewal Contract Deputy Agreement between Fort Bend County and Fort Bend County Municipal Utility District No. 23, Fort Bend County Municipal Utility District No. 24, and Newpoint Estates Homeowners Association, effective from October 1, 2008 through September 30, 2009.

Approve renewal Contract Deputy Agreement between Fort Bend County and Greatwood Community Association, effective from October 1, 2008 through September 30, 2009.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:
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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☒	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Other: Constable A.J. Dorr, Pct. 1		☒	County Attorney	

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 orig. ret. to Nicole at Co Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 24, AND NEWPOINT ESTATES HOMEOWNERS ASSOCIATION

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Fort Bend County Municipal Utility District No. 23, Fort Bend County Municipal Utility District No. 24, and Newpoint Estates Homeowners Association (collectively, "Districts").

WITNESSETH:

WHEREAS, the County and the Districts desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as Municipal Utility District No. 23 and Municipal Utility District No. 24, as authorized by Chapter 791, Texas Government Code and Newpoint Estates Subdivision, as authorized by Section 351.061, Texas Local Government Code; and,

WHEREAS, ***the Districts agree to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a twelve (12) month period, beginning October 1, 2008 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Constable Precinct 1 ("Law Enforcement Official") has law enforcement authority in the Districts' geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy(ies) deviates from the terms of the Contract, the employment of the Contract Deputy(ies) may be immediately terminated by the County. If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

A. Area. That Area herein referred to generally as Districts is more particularly described as follows:

1. All land within the boundaries of Municipal Utility District No. 23
2. All land within the boundaries of Municipal Utility District No. 24
3. Newpoint Estates (Sections 1 - 3)

In no event shall the defined Area exceed the geographical area represented by the Districts or the jurisdictional boundaries of the County.

B. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the Districts to provide the additional law enforcement services contemplated and provided for in this Agreement.

C. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy(ies) is on vacation leave, is on sick leave and receives workers' compensation benefits.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a twelve (12) month period commencing **October 1, 2008** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Districts, at any time after the Districts have defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the Districts shall at any time be in default of any obligation hereunder, the Districts shall be liable to the County

for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

E. If the term of this Agreement is terminated at any time other than at the end of a contract month; the monthly installment payment for such month shall be prorated.

F. The Districts shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of Districts' election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY(IES)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Districts with **three (3) Contract Deputy(ies)**, to the Area. The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the Districts at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy(ies).

C. The Law Enforcement Official, or his representative, shall endeavor to notify the Districts as soon as possible when a Contract Deputy(ies) is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office. In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

E. The Contract Deputy(ies) performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the Districts or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy(ies) to devote any portion of his/her Working Time to the Area.

It is expressly understood and agreed to by the parties that:

1. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;
2. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or
3. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the Districts and/or the residents of the Area, other than to pay the Districts an appropriate refund, if any be due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT

TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO DISTRICTS, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The Districts agree to pay any and all increases in the Contract Deputy(ies)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;
7. Any overtime incurred at the request of the District:
8. Any overtime incurred because of circumstances related to the Area: and/or;
9. Death and Dismemberment Insurance

B. Salary. Upon notice by the County to the Districts of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Districts shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY DISTRICTS

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Districts agree to pay Fort Bend County ***an estimate sum of $265,224.99*** ("Contract Amount" or 100% Contract Cost") for **three (3) Contract Deputy(ies)** to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy(ies) Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent. The Contract Amount shall be due and payable, without demand, in twelve (12) equal monthly installments of ***$22,102.08*** subject to any adjustments as provided herein.

1. The first installment shall be due on **October 1, 2008**.

2. Each subsequent monthly installment shall be due and payable, without demand, on or before the 1st day of each month during the term of this Agreement.

C. The Districts hereby expressly agree to pay for all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Districts, at their option, may purchase the equipment and donate it to the County or the Districts may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Districts purchase the equipment and donate it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).

2. In the event that the Districts desire to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.

3. Regardless of which option the Districts choose, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of Districts' obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. THE DISTRICTS, TO THE EXTENT ALLOWED BY LAW, AGREE FOR THEMSELVES, THEIR HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE DISTRICT, ITS HEIRS, ASSIGNS,

AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.

B. Districts shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Districts shall provide Licensee subsequent insurance certificates throughout the term of the Agreement upon request. Districts shall carry Commercial General Liability insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverage shall be written on a per occurrence form.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County
Attention: County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **Districts**:

Allen Boone Humphries & Robinson, LLP
Fort Bend County MUD 23
Fort Bend County MUD 24
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Newpoint Estates Homeowners Association
Attention: Clint Summers
4911 Westonridge
Fresno, Texas 77545

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

[EXECUTION PAGE FOLLOWS]

ARTICLE XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective **October 1, 2008.**

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge
Date: 10-7-08

ATTEST:

Dianne Wilson, County Clerk

Approved:
Fort Bend County Constable Pct. 1

A. J. Dorr, Constable

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23

By:
Title: President
Date: 9-21-08

Attest:

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 24

By:
Title: PRESIDENT
Date: 9-29-08

Attest:

NEWPOINT ESTATES HOMEOWNERS ASSOCITAION

By:
Title: DIRECTOR
Date: 9/23/08

Attest:

Attachment: Exhibit "A" – Cost Estimate Sheet

GDD:nh:MUD 23, MUD 24, NEWPOINT ESTATES: 3042- (09/16/08)

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

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 23, FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 24, AND NEWPOINT ESTATES HOMEOWNERS ASSOCIATION

On this the 7 day of Oct., 2008, the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District No. 23, Fort Bend County Municipal Utility District No. 24, and Newpoint Estates Homeowners Association for **three (3) Contract Deputies** from the Fort Bend County Constable Pct 1 Office for a period of twelve (12) months **beginning October 1, 2008.**

It is understood and agreed that, pursuant to Chapter 791, Texas Government Code and in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said incorporated City within which corporate limits the Area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Fort Bend County

Teal Run Contract Deputy Constable Pct 1

(FBC MUD #23, FBC MUD #24 & Newport Estates Homeowners Assoc)

For the Period of October 1, 2008 through September 30, 2009

Description	10/1/2008 thru 9/30/2009
Salaries (3-Deputies)	206,588.29
Total Salary & Fringe Benefits	206,588.29
Travel	400.00
Other Rentals/Leases	1,250.00
Office Supplies	400.00
Automobile Parts/Maintenance & Repair	1,050.00
Officer Training Supplies	200.00
Uniforms	1,300.00
Property & Equipment	450.00
Fuel	31,497.72
Automobile Capital Mileage	22,088.98
Total Cost	**265,224.99**
Monthly Payment	**22,102.08**

dd
9/5/2008 0:00

Attachment A

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND GREATWOOD COMMUNITY ASSOCIATION

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners' Court ("County"), and Greatwood Community Association ("Association").

WITNESSETH:

WHEREAS, the County and the Association desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as Greatwood as authorized by Section 351.061, Texas Local Government Code;

WHEREAS, ***the Association agrees to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a twelve (12) month period, beginning October 1, 2008 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Constable Precinct 1, ("Law Enforcement Official") has law enforcement authority in the Association's geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy(ies) deviates from the terms of the Contract, the employment of the Contract Deputy(ies) may be immediately terminated by the County. If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

1. Area. That Area herein referred to generally as Greatwood. The sections listed, more particularly describe the Area:

Greatwood Bend	Brooks Mill
Greatwood Crossing	Enclave
Greatwood Forest	Fairview
Greatwood Glen	Fairway Vistas Townhomes
Greatwood Green	Highland Park
Greatwood Knoll	Lakecrest
Greatwood Landing	Springfield
Greatwood Shores	Stonebridge
Greatwood Trails	Terrace
Greatwood Village	Woodhaven
Greatwood Estate	Woodcreek
Greatwood Manor	Greatwood Tuscany Place
Greatwood Arbor	Greatwood Charleston Estates
Lakesite Village	Vistas of Greatwood
Brazos Bend	

In no event shall the defined Area exceed the geographical area represented by the Association or the jurisdictional boundaries of the County.

2. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the Association to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy(ies) is on vacation leave, is on sick leave and receives workers' compensation benefits.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a twelve (12) month period commencing **October 1, 2008** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Association, at any time after the Association has defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation hereunder, the Association shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

E. If the term of this Agreement is terminated at any time other than at the end of a contract month; the monthly installment payment for such month shall be prorated.

F. The Association shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY(IES)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Association, with **three (3) Contract Deputy(ies)**, to the Area.
The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the Association at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy(ies).

C. The Law Enforcement Official, or his representative, shall endeavor to notify the Association as soon as possible when a Contract Deputy(ies) is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office.

In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

F. The Contract Deputy(ies) performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the Association or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy(ies) to devote any portion of his/her Working Time to the Area.

It is expressly understood and agreed to by the parties that:

a. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;

b. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or

c. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the Association and/or the resident's of the Area, other than to pay the Association an appropriate refund, if any be due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO ASSOCIATION, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The Association agrees to pay any and all increases in the Contract Deputy(ies)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;

7. Any overtime incurred at the request of the Association:
8. Any overtime incurred because of circumstances related to the Area: and/or;
9. Death and Dismemberment Insurance

B. Salary. Upon notice by the County to the Association of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Association shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY ASSOCIATION

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Association agrees to pay Fort Bend County ***an estimate sum of $265,629.33*** ("Contract Amount" or 100% Contract Cost") for **three (3) Contract Deputy(ies)** to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy(ies) Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent. The Contract Amount shall be due and payable, without demand, in twelve (12) equal monthly installments of **$22,135.78** subject to any adjustments as provided herein.

1. The first installment shall be due on **October 1, 2008**.
2. Each subsequent monthly installment shall be due and payable, without demand, on or before the 1st day of each month during the term of this Agreement.

C. The Association hereby expressly agrees to pay for all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Association, at its option, may purchase the equipment and donate it to the County or the Association may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Association purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).
2. In the event that the Association desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.

3. Regardless of which option the Association chooses, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of Association's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. **THE ASSOCIATION AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE ASSOCIATION, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. Association shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Association shall provide Licensee subsequent insurance certificates throughout the term of the Agreement upon request. Association shall carry Commercial General Liability

insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverage shall be written on a per occurrence form.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**:
Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **Association**:
Greatwood Community Association
C/o Houston Community Management Services
18333 Egret Bay Blvd., Suite 445
Houston, Texas 77058

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.

THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated ~~below~~, but effective October 1, 2008.

FORT BEND COUNTY

Robert E. Hebert, County Judge
Date: 10-8-07

ATTEST:

Dianne Wilson, County Clerk

Fort Bend County Constable Pct. 1

A.J. Dorr, Constable Pct. 1

GREATWOOD COMMUNITY ASSOCIATION

By:

Title: S. SCHULTZ - PRESIDENT

Date: 09-22-08

Attachment: Exhibit "A" – Cost Estimate Sheet

GDD/nh:Greatwood renewal:3042- (09/16/08)

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

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND GREATWOOD COMMUNITY ASSOCIATION

On this the 7 day of Oct., 2008, the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and Greatwood Community Association for a period of twelve (12) months beginning October 1, 2008.

It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said incorporated City within which corporate limits the Area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Fort Bend County

Greatwood Contract Deputy
Constable Pct 1

For the Period of October 1, 2008 through September 30, 2009

Description	10/1/2008 thru 9/30/20098
Salaries (3-Deputies)	225,844.57
Total Salary & Fringe Benefits	225,844.57
Travel	250.00
Other Rentals/Leases	1,400.00
Office Supplies	335.00
Automobile Parts/Maintenance & Repa	1,432.00
Officer Training Supplies	150.00
Uniforms	1,300.00
Fuel	17,616.01
Automobile Capital Mileage	17,301.75
Total Cost	**265,629.33**
Monthly Payment	**22,135.78**

dd
8/26/2008 0:00

Attachment A

AGENDA ITEM 11 A,B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/01/08

Court Agenda Date: 10/07/08

Submitted By: Nicole Hobbs/County Attorney's Office
Department: CONSTABLE, PCT. 4
Phone Number: 281-341-4555

SUMMARY OF ITEM:
Approve renewal Contract Deputy Agreement between Fort Bend County and Fort Bend Toll Road Authority, effective from October 1, 2008 through September 30, 2009.

Approve renewal Contract Deputy Agreement between Fort Bend County and New Territory Residential Community Association, effective from October 1, 2008 through September 30, 2009.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: **YES** ☐ **NO** ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 orig. ret. to Nicole at Co Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES
BETWEEN FORT BEND COUNTY AND FORT BEND TOLL ROAD AUTHORITY

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners' Court ("County"), and the Fort Bend Toll Road Authority ("FBTRA").

WITNESSETH:

WHEREAS, the County and the Authority desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as the Westpark Toll Road, Fort Bend/Harris County Line to SH 99 and the Fort Bend Parkway Toll Road, Beltway 8 to State Highway 6 as authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, ***the Fort Bend TRA agrees to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a twelve (12) month period, beginning October 1, 2008 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Constable Pct. 4 ("Law Enforcement Official") has law enforcement authority on the Westpark Tollway from the Fort Bend/Harris County Line to SH 99 and on the Parkway Toll Road from Beltway 8 to State Highway 6 geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy deviates from the terms of the Contract, the employment of the Contract Deputy may be immediately terminated by the County, If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

1. Area. That Area herein referred to generally as the Westpark Tollway, from the Fort Bend/Harris County Line to SH 99, and the Fort Bend Parkway Toll Road, from Beltway 8 to State Highway 6, including entrance and exit ramps and toll

collection equipment. In no event shall the defined area exceed the geographical area represented by the Authority or the jurisdictional boundaries of the County.

2. Contract Deputy. Means the additional deputy (whether one or more) provided by the County to the Authority to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Working Time. Means the usual or normal hours that a Contract Deputy is required by the Law Enforcement Official to work in any calendar month.

   a. Working time includes but is not limited to, the time a Contract Deputy is on duty within the Area, the time the Contract Deputy spends in training, the time the Contract Deputy is in court in connection with cases arising out of events occurring within the Area, the time the Contract Deputy spends preparing reports and documents pertaining to events occurring in the Area, the time the Contract Deputy spends in making preparations to provide law enforcement in the Area, the time the Contract Deputy spends transporting persons arrested in the Area to jail, and the time the Contract Deputy spends investigating crimes or possible crimes committed in the Area. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy is on vacation leave, is on sick leave and receives workers' compensation benefits.
   b. The phrase "Working Time" is all encompassing of any and all law enforcement activities related to the Area and is not limited to the list set forth above.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a twelve (12) month period commencing on **October 1, 2008** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Authority, at any time after the Authority has defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the Authority shall at any time be in default of any obligation hereunder, the Authority shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

E. If the term of this Agreement is terminated at any time other than at the end of a contract month; the monthly installment payment for such month shall be prorated.

F. The Authority shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Authority three (3) Contract Deputy(ies), to the Area. The Contract Deputy shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the Authority at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy.

C. The Law Enforcement Official, or his representative, shall endeavor to notify the Authority as soon as possible when a Contract Deputy is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office. In the event the Area is within the incorporated limits of a municipality, the Contract

Deputy shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

F. The Contract Deputy performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the Authority or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy to devote any portion of his/her Working Time to the Area.

D. It is expressly understood and agreed to by the parties that:

a. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;
b. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or
c. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the Authority and/or the resident's of the Area, other than to pay the Authority an appropriate refund, if due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities, as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO AUTHORITY, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The Authority agrees to pay any and all increases in the Contract Deputy's salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;
7. Any overtime incurred at the request of the Authority:
8. Any overtime incurred because of circumstances related to the Area: or
9. Death and Dismemberment Insurance; and/or

B. Salary. Upon notice by the County to the Authority of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Authority shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY AUTHORITY

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Authority agrees to pay Fort Bend County ***an estimate sum of Three Hundred Forty One Thousand Three Hundred Twenty One and 58/100 Dollars ($341,321.58)*** Contract Amount or 100% Contract Cost") for three (3) Contract Deputy(ies) to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent. The Contract Amount shall be due and payable, without demand, in quarterly installments of ***$85,330.39*** subject to any adjustments as provided herein.

1. The first quarterly installment shall be due on October 1, 2008.
2. Each subsequent quarterly installment shall be due and payable, without demand, on or before the 1st day of each quarter during the term of this Agreement.

C. The Authority hereby expressly agrees to pay for one hundred percent (100%) of the cost incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Authority, at its option, may purchase the equipment and donate it to the County or the Authority may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Authority purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy.
2. In the event that the Authority desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.
3. Regardless of which option the Authority chooses, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract quarter, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of Authority's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X
INDEMNITY AND HOLD HARMLESS

A. **THE AUTHORITY AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE AUTHORITY, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. Authority shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Authority shall provide Licensee subsequent insurance certificates throughout the term of the Agreement upon request. Authority shall carry Commercial General Liability insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverage shall be written on a per occurrence form.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**:
Fort Bend County Judge
Robert E. Hebert
301 Jackson, Suite 719
Richmond, Texas 77469

To **Fort Bend TRA**:
Allen Boone Humphries Robinson LLP
Attn: Richard Muller
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Chapter 791 of the Texas Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XVI.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective **October 1, 2008.**

FORT BEND COUNTY

Robert E. Hebert, County Judge
Date: 10-7-08

Agreed:

for T.E. NEHLS
Constable Troy Nehls, Precinct 4

ATTEST:

Dianne Wilson, County Clerk

FORT BEND TOLL ROAD AUTHORITY

By:

Title: Vice Chairman

Date: 9/24/08

Attachment: Attachment"A" Cost Estimate

GDD/nh: TRA.FB Westpark 08-09 Agreement: 3042- (08/22/08)

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

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND THE FORT BEND TOLL ROAD AUTHORITY

On this the 7 day of Oct., 2008 the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and the Fort Bend Toll Road Authority for three (3) Contract Deputy(ies) from the Fort Bend County Constable Precinct 4 Office in the total amount of ***an estimate sum of*** **$341,321.58** for a period of twelve (12) months beginning October 1, 2008 through September 30, 2009.

It is understood and agreed that, pursuant to Chapter 791 of the Texas Government Code , in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said incorporated City within which corporate limits the Area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

Fort Bend County

RECORDED ON 10-7-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Toll Road Contract Deputy
Fort Bend Parkway/Westpark
Constable Pct 4

For the Period of October 1, 2008 through September 30, 2009

Description	10/1/2008 thru 9/30/2009
Salaries (3-Deputies)	219,671.77
Total Salary & Fringe Benefits	219,671.77
Fees	750.00
Travel	1,500.00
Officer Training	1,250.00
Other Rentals/Leases	1,400.00
Office Supplies	200.00
Automobile Parts/Maintenance & Repa	3,802.00
Officer Training Supplies	200.00
Uniforms	3,750.00
Property & Equipment	1,200.00
Communications Equipment	7,600.00
Fuel	50,448.89
Automobile Capital Mileage	49,548.92
Total Cost	**341,321.58**
Quarterly Payment	**85,330.39**

dd
8/21/2008 0:00

Attachment A

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

REC'D SEP 10 2008

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners' Court ("County"), and New Territory Residential Community Association ("Association").

WITNESSETH:

WHEREAS, the County and the Association desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as New Territory as authorized by Section 351.061, Texas Local Government Code;

WHEREAS, ***the Association agrees to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a twelve (12) month period, beginning October 1, 2008 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Constable Precinct 4, ("Law Enforcement Official") has law enforcement authority in the Association's geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy(ies) deviates from the terms of the Contract, the employment of the Contract Deputy(ies) may be immediately terminated by the County. If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

1. Area. That Area herein referred to generally as New Territory Subdivision is more particularly described in Exhibit "B" attached hereto and made a part of this Agreement.

In no event shall the defined Area exceed the geographical area represented by the Association or the jurisdictional boundaries of the County.

2. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the Association to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy(ies) is on vacation leave, is on sick leave and receives workers' compensation benefits.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a twelve (12) month period commencing **October 1, 2008** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Association, at any time after the Association has defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation hereunder, the Association shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

E. If the term of this Agreement is terminated at any time other than at the end of a contract month; the monthly installment payment for such month shall be prorated.

F. The Association shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY(IES)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Association, with four (4) Contract Deputy(ies), to the Area. The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the Association at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy(ies).

C. The Law Enforcement Official, or his representative, shall endeavor to notify the Association as soon as possible when a Contract Deputy(ies) is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office.

In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

F. The Contract Deputy(ies) performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the Association or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy(ies) to devote any portion of his/her Working Time to the Area.

It is expressly understood and agreed to by the parties that:

a. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;

b. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or

c. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the Association and/or the resident's of the Area, other than to pay the Association an appropriate refund, if any be due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO ASSOCIATION, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The Association agrees to pay any and all increases in the Contract Deputy(ies)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;
7. Any overtime incurred at the request of the Association:
8. Any overtime incurred because of circumstances related to the Area: and/or;
9. Death and Dismemberment Insurance

B. Salary. Upon notice by the County to the Association of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Association shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY ASSOCIATION

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Association agrees to pay Fort Bend County ***an estimate sum of THREE HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY SEVEN AND 88/100 DOLLARS ($328,777.88)*** ("Contract Amount" or 100% Contract Cost") for four (4) Contract Deputy(ies) to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy(ies) Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent. The Contract Amount shall be due and payable, without demand, in twelve (12) equal monthly installments of **$27,398.16** subject to any adjustments as provided herein.

1. The first installment shall be due on October 1, 2008.
2. Each subsequent monthly installment shall be due and payable, without demand, on or before the 1st day of each month during the term of this Agreement.

C. The Association hereby expressly agrees to pay for all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Association, at its option, may purchase the equipment and donate it to the County or the Association may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Association purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).
2. In the event that the Association desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.

3. Regardless of which option the Association chooses, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of Association's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. **THE ASSOCIATION AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE ASSOCIATION, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. Association shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Association shall provide Licensee subsequent insurance certificates throughout the term of the Agreement upon request. Association shall carry Commercial General Liability insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverage shall be written on a per occurrence form.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **Association**: New Territory Residential Community
6101 Homeward Way
Sugar Land, Texas 77479

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the

failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but **effective October 1, 2008.**

FORT BEND COUNTY

Robert E. Hebert, County Judge
10/7/08

ATTEST:

Dianne Wilson, County Clerk

Fort Bend County Constable
Precinct 4

for T.E. Nehls
Troy Nehls, Constable

Date: 10-7-08

NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION

By: _____ Title: Vice President

Date: 9/18/2008

BY: _____ Title President

Attachment: Exhibit "A" – Cost Estimate Sheet

DATE: 9/18/08

GDD:NH:New Territory 08-09 renewal:3042-(09/02/08)

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

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND NEW TERRITORY RESIDENTIAL COMMUNITY ASSOCIATION

On this the 7 day of Oct., 2008, the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and New Territory Residential Community Association for four (4) Contract Deputy from the Fort Bend County Constable Precinct 4 Office in the amount of $328,777.88 for a period of twelve (12) months beginning October 1, 2008.

It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said incorporated City within which corporate limits the Area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

RECORDED ON 10-7-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Fort Bend County

New Territory Contract Deputy

For the Period of October 1, 2008 through September 30, 2009

Description	Annual
Salaries (4-Deputies)	276,840.66
Total Salary & Fringe Benefits	276,840.66
Fees	600.00
Travel	225.00
Officer Training	750.00
Other Rentals/Leases	1,500.00
Automobile Parts/Maintenance & Repair	3,000.00
Officer Training Supplies	175.00
Uniforms	2,000.00
Property & Equipment	1,500.00
Fuel	21,283.45
Automobile Capital Mileage	20,903.77
Total Cost	**328,777.88**
Monthly Payment	**27,398.16**

dd
8/12/2008

Attachment A

12 A,B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10-01-08 Submitted By: JOHN HEALEY

Department:

Court Agenda Date: 10-07-08 Phone Number: 281-341-4473

SUMMARY OF ITEM: RECORD INTO THE MINUTES THE DISTRICT ATTORNEY'S OFFICE WORTHLESS CHECK BUDGET IN THE AMOUNT OF ** $40,425.00; APPROVE AND RECORD INTO THE MINUTES THE DISTRICT ATTORNEY'S OFFICE ASSET FORFEITURE FUND BUDGET IN THE AMOUNT OF ** $97,840.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES X☐ NO ☐

FUNDNG SOURCE: Accounting Unit: ** 260480102 Account Number:
AND **335480104
Activity (If Applicable):

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

DISTRICT ATTORNEY
WORTHLESS CHECK BUDGET
ACCOUNT LINE 260480102
OCTOBER 1, 2008

	DESCRIPTION	BUDGET AMOUNT
61000	SALARIES & LABOR	$ 2,000.00
61100	TEMPORARY/PART TIME	3,000.00
61200	OVERTIME	15.00
62000	PAYROLL TAXES	350.00
62100	RETIREMENT	60.00
63000	FEES	10,000.00
63200	TRAVEL	10,000.00
63500	OFFICE SUPPLIES	8,000.00
63600	OPERATING SUPPLIES	2,000.00
64000	PROPERTY & ~~E~~QUIPMENT	5,000.00
	TOTAL	$ 40,425.00

DISTRICT ATTORNEY
STATE ASSET / FORFEITURE BUDGET
ACCOUNT LINE 335480104
OCTOBER 1, 2008

	DESCRIPTION	BUDGET AMOUNT
61000	SALARY & LABOR	$ 24,000.00
61100	TEMPORARY/PART-TIME	2,000.00
61200	OVERTIME	20.00
62000	PAYROLL TAXES	2,700.00
62100	RETIREMENT	1,000.00
63000	FEES	9,000.00
63200	TRAVEL	6,000.00
63300	RENTAL	0.00
63500	OFFICE SUPPLIES	5,500.00
63600	OPERATING SUPPLIES	4,000.00
63700	REPAIRS & MAINTENANCE	1,500.00
64000	PROPERTY & EQUIPMENT	22,120.00
64500	CAPITAL AQUISTIONS	6,000.00
65000	IT	14,000.00
		$ 97,840.00

13A

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/24/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 808184 (Pay Estimate No.6) in the amount of $13,443.86 to Klotz Associates regarding labor rates relating to Fort Bend County Mobility Bond Projects, Precincts 1,2,3 &4. (Fund: Mobility Fees): Lawson P.O.#13703

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Mr. Jesse Hegemier, PE
Fort Bend County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, TX 77471

Date: August 27, 2008
Project No: 0262.014.000
Invoice No: 808184

INVOICE

For Professional Services rendered from July 16, 2008 to August 15, 2008 in connection with:

On-Call Engineering Services
Fort Bend County PO #13703

Professional Personnel

	Hours	Rate	Amount	
Principal				
Ogden, Michael	11.00	260.00	$2,860.00	
Department Manager				
Balmos, David	44.00	235.00	$10,340.00	
Associate Engineer				
Dyess, Kimberly	1.00	125.00	$125.00	
Clerical				
Zalman, Angela	.50	75.00	$37.50	
Totals	**56.50**		**$13,362.50**	
				13,362.50

Reimbursable Expenses

In-House Plotting			27.96	
Mileage			50.90	
Tolls			2.50	
Total Reimbursables		**1.0 times**	**81.36**	**81.36**

Recap:

Contract Amount	$300,000.00
Previous	$56,750.77
Current	$13,443.86
Balance	$229,805.37

Total Due this Invoice **$13,443.86**

Klotz Associates Approval:

David C. Balmos, P.E.

OK DCB

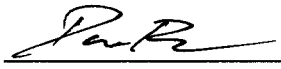
Fort Bend County Mobility Program
General Engineering Consultant Services
Fort Bend County, Texas
PO# 13703

PROGRESS REPORT #6

July 16, 2008 through August 15, 2008

The work to be performed under this scope of work consists of general engineering consulting services including consultant oversight, agency coordination, design review, and miscellaneous design services. The work performed this period includes:

- Negotiated scope and fee for TxDOT funded safety projects Belknap and Gaines Road. Scope included environmental documentation, survey, and ps&e preparation.
- Coordinated with Kelly Kaluza on the West Bellfort project. Reviewed preliminary cost estimates, right-of-way requirements, and drainage design.
- Coordinated with TxDOT and Burk Kleinpeter regarding the Trammel Fresno Road project from FM 521 to Fort Bend Parkway.
- Met with Fort Bend Road & Bridge regarding the Old Richmond projects including coordination with consultants (Costello, TC&B, and Pate Engineering).
- Prepared utility coordination documents for the Harlem Road projects. Gathered current plans for submittal to various utility companies.
- Reviewed progress reports and invoices for various mobility projects.



David C. Balmos, P.E.

Project Manager

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Client Name: Fort Bend County
ATTN: Jesse Hegemier, P.E.
1124 Blume Road
Rosenberg, Texas 77471-14
Phone Number: 281-633-7507

Detail Project Charges
Services Rendered through August 15, 2008

EMPLOYEE ID	EMPLOYEE NAME	DATE	HOURS	BILLING RATE	TOTAL BILLIABLE
510	Balmos, David C	07/16/08	2.00	235.00	470.00
510	Balmos, David C	07/17/08	2.00	235.00	470.00
510	Balmos, David C	07/18/08	2.00	235.00	470.00
510	Balmos, David C	07/21/08	2.00	235.00	470.00
510	Balmos, David C	07/22/08	2.00	235.00	470.00
510	Balmos, David C	07/23/08	2.00	235.00	470.00
510	Balmos, David C	07/24/08	2.00	235.00	470.00
510	Balmos, David C	07/25/08	2.00	235.00	470.00
510	Balmos, David C	07/28/08	2.00	235.00	470.00
510	Balmos, David C	07/29/08	2.00	235.00	470.00
510	Balmos, David C	08/01/08	2.00	235.00	470.00
510	Balmos, David C	08/04/08	2.00	235.00	470.00
510	Balmos, David C	08/05/08	2.00	235.00	470.00
510	Balmos, David C	08/06/08	2.00	235.00	470.00
510	Balmos, David C	08/07/08	2.00	235.00	470.00
510	Balmos, David C	08/08/08	2.00	235.00	470.00
510	Balmos, David C	08/11/08	3.00	235.00	705.00
510	Balmos, David C	08/12/08	3.00	235.00	705.00
510	Balmos, David C	08/13/08	3.00	235.00	705.00
510	Balmos, David C	08/14/08	3.00	235.00	705.00
			44.00		10,340.00
210	Ogden, Michael	07/22/08	0.50	260.00	130.00
210	Ogden, Michael	07/23/08	0.50	260.00	130.00
210	Ogden, Michael	07/24/08	0.50	260.00	130.00
210	Ogden, Michael	07/25/08	0.50	260.00	130.00
210	Ogden, Michael	07/28/08	0.50	260.00	130.00
210	Ogden, Michael	07/29/08	0.50	260.00	130.00
210	Ogden, Michael	07/30/08	0.50	260.00	130.00
210	Ogden, Michael	07/31/08	0.50	260.00	130.00
210	Ogden, Michael	08/01/08	1.00	260.00	260.00
210	Ogden, Michael	08/04/08	1.00	260.00	260.00
210	Ogden, Michael	08/11/08	1.00	260.00	260.00
210	Ogden, Michael	08/12/08	1.00	260.00	260.00
210	Ogden, Michael	08/13/08	1.00	260.00	260.00

210	Ogden, Michael	08/14/08	1.00	260.00	260.00
210	Ogden, Michael	08/15/08	1.00	260.00	260.00
			11.00		2,860.00
477	Dyess, Kimberly	07/16/08	1.00	125.00	125.00
			1.00		125.00
485	Zalman, Angela	07/16/08	0.50	75.00	37.50
			0.50		37.50
			Total Billed		13,362.50

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Detail Project Charges
Services Rendered through August 15, 2008

Client Name: Fort Bend County
ATTN: Jesse Hegemier, P.E.
1124 Blume Road
Rosenberg, Texas 77471-14
Phone Number: 281-633-7507

VENDOR ID	VENDOR NAME	DATE	BILLIABLE
IHPL	In-House Plotting	07/15/08	27.96
00510	Balmos, David - Mileage	07/15/08	12.29
00510	Balmos, David - Mileage	07/16/08	38.61
00510	Balmos, David - Tolls	07/09/08	2.50
		Sub Total Expenses	81.36
	Total for Project Number 0262.014.000		13,443.86

13 B

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 09/24/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 0807833DL109 (Pay Estimate No. 4) in the amount of $28,530.30 to KBR (Kellogg Brown & Root) regarding Toll Road Feasibility Study (University Blvd. over the Brazos River), Precincts 1&4. (Fund: Toll Road Operations) Lawson P.O.#13931

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office ☐ (✓ when completed)

If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

KBR

4100 Clinton Drive, Houston, Texas 77020-6237 • Post Office Box 3, Houston, Texas 77001-0003

LETTER OF TRANSMITTAL

TO: Fort Bend County Engineering Dept.
P.O.Box 546
Richmond, Texas 77406

DATE: August 1, 2008
JOB NO.: B730-TA4L
P.O. NO.: 13931

ATTN: Mr. Michael Stone

WE TRANSMIT HEREWITH THE FOLLOWING:

FOR:

- ☐ APPROVAL
- ☐ REVIEW
- ☐ COMMENT
- ☐ INFORMATION
- ☑ FOR YOUR HANDLING
- ☐ AS REQUESTED

ITEM NO.	DESCRIPTION
1	Two copies of KBR Invoice No. 0807833DL109 for $28,530.30
2	Two copies of Invoice No. 4 Summary.
3	Two copies of Progress Report No. 4 July 1 through July 31, 2008.

COMMENTS:

SIGNED: Alicja Siwek
Alicja J. Siwek, P.E.

Ok to pay
Mike Stone

KBR

4100 Clinton Drive • Houston, TX 77020

PLEASE REMIT TO:

5003675
FORT BEND COUNTY
P.O. BOX 1449
ROSENBERG, TEXAS 77471

KELLOGG, BROWN & ROOT SERVICES, INC
P. O. BOX 203145
HOUSTON, TX 77216-3145

ATTN: MR. JESSE HEGEMIER, P.E.
COUNTY ENGINEER

Federal Taxpayer Id NO: 74-2731250 (KBRSI)

TERMS AND DUE DATE	PURCHASE ORDER NUMBER	DATE	INVOICE NUMBER
	13931	30-Jul-08	0807833DL109

PROFESSIONAL SERVICES: **UNIVERSITY BOULEVARD EXTENSION OVER THE BRAZOS RIVER**
TOLL BRIDGE FEASIBILITY STUDY
INVOICE #4

PERIOD OF PERFORMANCE: **JULY 01, 2008 through July 31, 2008**

TOTAL AMOUNT THIS INVOICE **$28,530.30**

OK
PDM

NBS 031-833-3023-AT4L-2
PRIME JOB NO. 047G
SAP 4.7 B730-AT4L

INVOICE: 4
INVOICE PERIOD: July 1, 2008 through July 31, 2008
PROJECT: University Boulevard Extension Over Brazos River - Toll Bridge Feasibility Study
Fort Bend County P.O. Number 13931
KBR Project Manager: Alicja Siwek

	TASK DESCRIPTION	TASK VALUE	% COMPL	AMOUNT EARNED
1	PROJECT MANAGEMENT & COORDINATION	$13,782.00	85%	11,714.70
2	ASSEMBLE &REVIEW DATA	$16,452.00	95%	15,629.40
3	TRAVEL DEMAND MODEL UPDATE	$28,344.00	95%	26,926.80
4	TRAFFIC & REVENUE FORECAST	$27,756.00	90%	24,980.40
5	BRIDGE OPTIONS & COST ESTIMATE	$20,016.00	90%	18,014.40
6	TOLL FEASIBILITY ANALYSIS	$21,612.00	90%	19,450.80
7	PROJECT DELIVERABLES	$18,528.00	40%	7,411.20
SUBTOTAL LABOR		146,490.00	85%	124,127.70
SUBTOTAL DIRECT NON-LABOR COST		$1,471.50	85%	1,250.78
TOTAL		$147,961.50	85%	$125,378.48
LESS PREVIOUSLY INVOICED				$96,848.18
AMOUNT DUE THIS INVOICE				**$28,530.30**

OK
DJH

FORT BEND COUNTY

ENGINEERING DEPARTMENT

University Boulevard Extension Across Brazos River

Toll Bridge Feasibility Study

Fort Bend County P.O. Number 13931

ENGINEERING PROGRESS REPORT NO. 4

July 1 through July 31, 2008

Prepared By
Kellogg Brown & Root Services, Inc.
KBR

KELLOGG BROWN & ROOT SERVICES, INC.
ENGINEERING PROGRESS REPORT NO. 4
P.O. NUMBER 13931

JOB NO. B7-AT4L
August 1, 2008

University Boulevard Extension Across Brazos River
Toll Bridge Feasibility Study
ENGINEERING PROGRESS REPORT NO. 4
For the period between July 1 through July 31, 2008

1.0 SUMMARY OF ACTIVITIES

The following report covers the engineering work performed during the period from July 1, 2008 through July 31, 2008.

The total physical percent complete is 85%.

1.1 Project Management and Coordination - 85% complete

Draft Report was submitted and review meeting was held on July 30, 2008.

1.2 Assemble and Review Data – 95% complete

Data necessary to update Traffic Demand Model was collected and reviewed. Toll rate data and FEMA Maps and preliminary updated H&H models for the Brazos River were obtained.

1.3 Travel Demand Model Update – 95% complete

Traffic Demand Model was updated to include all the collected data for the existing and forecasted conditions.

1.4 Traffic and Revenue Forecast – 90% complete

Optimum case was chosen for the AADT (Vehicles per Day) and the toll rates based on the results from the TDM output.

1.5 Bridge Options and Cost Estimate– 90% complete

Preliminary bridge options were prepared. Estimated cost for the construction and design of the proposed bridge was prepared for each option.

1.6 Toll Feasibility Analysis– 90% complete

Analyses of projected cash flows for the proposed toll bridge options were performed.

1.7 Project Deliverables -40%

Draft report was submitted for review on July 30, 2008.

2.0 INVOICE

The total amount earned from July 1 through July 31, 2008 is $28,530.30.

KBR

4100 Clinton Drive • Houston, TX 77020

5003675
FORT BEND COUNTY
P.O. BOX 1449
ROSENBERG, TEXAS 77471

PLEASE REMIT TO:

KELLOGG, BROWN & ROOT SERVICES, INC
P. O. BOX 203145
HOUSTON, TX 77216-3145

ATTN: MR. JESSE HEGEMIER, P.E.
COUNTY ENGINEER

Federal Taxpayer Id NO: 74-2731250 (KBRSI)

TERMS AND DUE DATE	PURCHASE ORDER NUMBER	DATE	INVOICE NUMBER
	13931	30-Jul-08	0807833DL109

PROFESSIONAL SERVICES: UNIVERSITY BOULEVARD EXTENSION OVER THE BRAZOS RIVER
TOLL BRIDGE FEASIBILITY STUDY
INVOICE #4

PERIOD OF PERFORMANCE: JULY 01, 2008 through July 31, 2008

TOTAL AMOUNT THIS INVOICE $28,530.30

NBS 031-833-3023-AT4L-2
PRIME JOB NO. 047G
SAP 4.7 B730-AT4L

INVOICE: 4
INVOICE PERIOD: July 1, 2008 through July 31, 2008
PROJECT: University Boulevard Extension Over Brazos River - Toll Bridge Feasibility Study
Fort Bend County P.O. Number 13931
KBR Project Manager: Alicja Siwek

	TASK DESCRIPTION	TASK VALUE	% COMPL	AMOUNT EARNED
1	PROJECT MANAGEMENT & COORDINATION	$13,782.00	85%	11,714.70
2	ASSEMBLE &REVIEW DATA	$16,452.00	95%	15,629.40
3	TRAVEL DEMAND MODEL UPDATE	$28,344.00	95%	26,926.80
4	TRAFFIC & REVENUE FORECAST	$27,756.00	90%	24,980.40
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6	TOLL FEASIBILITY ANALYSIS	$21,612.00	90%	19,450.80
7	PROJECT DELIVERABLES	$18,528.00	40%	7,411.20
SUBTOTAL LABOR		146,490.00	85%	124,127.70
SUBTOTAL DIRECT NON-LABOR COST		$1,471.50	85%	1,250.78
TOTAL		$147,961.50	85%	$125,378.48
LESS PREVIOUSLY INVOICED				$96,848.18
AMOUNT DUE THIS INVOICE				**$28,530.30**

OK
DSH

FORT BEND COUNTY

ENGINEERING DEPARTMENT

University Boulevard Extension Across Brazos River

Toll Bridge Feasibility Study

Fort Bend County P.O. Number 13931

ENGINEERING PROGRESS REPORT NO. 4

July 1 through July 31, 2008

Prepared By
Kellogg Brown & Root Services, Inc.
KBR

University Boulevard Extension Across Brazos River
Toll Bridge Feasibility Study
ENGINEERING PROGRESS REPORT NO. 4
For the period between July 1 through July 31, 2008

1.0 SUMMARY OF ACTIVITIES

The following report covers the engineering work performed during the period from July 1, 2008 through July 31, 2008.

The total physical percent complete is 85%.

1.1 Project Management and Coordination - 85% complete

Draft Report was submitted and review meeting was held on July 30, 2008.

1.2 Assemble and Review Data – 95% complete

Data necessary to update Traffic Demand Model was collected and reviewed. Toll rate data and FEMA Maps and preliminary updated H&H models for the Brazos River were obtained.

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Preliminary bridge options were prepared. Estimated cost for the construction and design of the proposed bridge was prepared for each option.

1.6 Toll Feasibility Analysis– 90% complete

Analyses of projected cash flows for the proposed toll bridge options were performed.

1.7 Project Deliverables -40%

Draft report was submitted for review on July 30, 2008.

2.0 INVOICE

The total amount earned from July 1 through July 31, 2008 is $28,530.30.

13C

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/24/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Payment of Final Invoice No. 0809833DL109 (Pay Estimate No. 5) in the amount of $22,583.02 to KBR (Kellogg Brown & Root) regarding Toll Road Feasibility Study (University Blvd. over the Brazos River), Precincts 1&4. (Fund: Toll Road Operations) Lawson P.O.#13931

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

KBR

4100 Clinton Drive, Houston, Texas 77020-6237 • Post Office Box 3, Houston, Texas 77001-0003

LETTER OF TRANSMITTAL

TO: Fort Bend County Engineering Dept.
P.O.Box 546
Richmond, Texas 77406

DATE: September 3, 2008
JOB NO.: B730-TA4L
P.O. NO.: 13931

ATTN: Mr. Michael Stone

WE TRANSMIT HEREWITH THE FOLLOWING:

FOR:

- ☐ APPROVAL
- ☐ REVIEW
- ☐ COMMENT
- ☐ INFORMATION
- ☑ FOR YOUR HANDLING
- ☐ AS REQUESTED

ITEM NO.	DESCRIPTION
1	Two copies of KBR Invoice No. 0809833DL109 for $22,583.02
2	Two copies of Invoice No. 5 Summary.
3	Two copies of Progress Report No. 5 August 1 through August 31, 2008.

COMMENTS:

SIGNED: Alicja Siwek
Alicja J. Siwek, P.E.

OK to pay
Mike Stone

KBR

4100 Clinton Drive • Houston, TX 77020

5003675
FORT BEND COUNTY
P.O. BOX 1449
ROSENBERG, TEXAS 77471

PLEASE REMIT TO:

KELLOGG, BROWN & ROOT SERVICES, INC
P. O. BOX 203145
HOUSTON, TX 77216-3145

ATTN: MR. JESSE HEGEMIER, P.E.
COUNTY ENGINEER

Federal Taxpayer Id NO: 74-2731250 (KBRSI)

TERMS AND DUE DATE	PURCHASE ORDER NUMBER	DATE	INVOICE NUMBER
	13931	03-Sep-08	0809833DL109

PROFESSIONAL SERVICES: UNIVERSITY BOULEVARD EXTENSION OVER THE BRAZOS RIVER
TOLL BRIDGE FEASIBILITY STUDY
INVOICE #5

PERIOD OF PERFORMANCE: August 01, 2008 through August 31, 2008

TOTAL AMOUNT THIS INVOICE $22,583.02

NBS 031-833-3023-AT4L-2
PRIME JOB NO. 047G
SAP 4.7 B730-AT4L

INVOICE: 5
INVOICE PERIOD: August 1, 2008 through August 31, 2008
PROJECT: University Boulevard Extension Over Brazos River - Toll Bridge Feasibility Study
Fort Bend County P.O. Number 13931
KBR Project Manager: Alicja Siwek

	TASK DESCRIPTION	TASK VALUE	% COMPL	AMOUNT EARNED
1	PROJECT MANAGEMENT & COORDINATION	$13,782.00	100%	13,782.00
2	ASSEMBLE &REVIEW DATA	$16,452.00	100%	16,452.00
3	TRAVEL DEMAND MODEL UPDATE	$28,344.00	100%	28,344.00
4	TRAFFIC & REVENUE FORECAST	$27,756.00	100%	27,756.00
5	BRIDGE OPTIONS & COST ESTIMATE	$20,016.00	100%	20,016.00
6	TOLL FEASIBILITY ANALYSIS	$21,612.00	100%	21,612.00
7	PROJECT DELIVERABLES	$18,528.00	100%	18,528.00
SUBTOTAL LABOR		146,490.00	100%	146,490.00
SUBTOTAL DIRECT NON-LABOR COST		$1,471.50	100%	1,471.50
TOTAL		$147,961.50	100%	$147,961.50
LESS PREVIOUSLY INVOICED				**$125,378.48**
AMOUNT DUE THIS INVOICE				**$22,583.02**

FORT BEND COUNTY

ENGINEERING DEPARTMENT

University Boulevard Extension Across Brazos River

Toll Bridge Feasibility Study

Fort Bend County P.O. Number 13931

ENGINEERING PROGRESS REPORT NO.5

August 1 through August 31, 2008

Prepared By
Kellogg Brown & Root Services, Inc.
KBR

University Boulevard Extension Across Brazos River
Toll Bridge Feasibility Study
ENGINEERING PROGRESS REPORT NO.5
For the period between August 1 through August 31, 2008

1.0 SUMMARY OF ACTIVITIES

The following report covers the engineering work performed during the period from August 1, 2008 through August 31, 2008.

The total physical percent complete is 100%.

2.0 INVOICE

The total amount earned from August 1 through August 31, 2008 is $22,583.02.

KBR

4100 Clinton Drive • Houston, TX 77020

PLEASE REMIT TO:

5003675
FORT BEND COUNTY
P.O. BOX 1449
ROSENBERG, TEXAS 77471

KELLOGG, BROWN & ROOT SERVICES, INC
P. O. BOX 203145
HOUSTON, TX 77216-3145

ATTN: MR. JESSE HEGEMIER, P.E.
COUNTY ENGINEER

Federal Taxpayer Id NO. 74-2731250 (KBRSI)

TERMS AND DUE DATE	PURCHASE ORDER NUMBER	DATE	INVOICE NUMBER
	13931	03-Sep-08	0809833DL109

PROFESSIONAL SERVICES: **UNIVERSITY BOULEVARD EXTENSION OVER THE BRAZOS RIVER**
TOLL BRIDGE FEASIBILITY STUDY
INVOICE #5

PERIOD OF PERFORMANCE: **August 01, 2008 through August 31, 2008**

TOTAL AMOUNT THIS INVOICE **$22,583.02**

NBS 031-833-3023-AT4L-2
PRIME JOB NO. 047G
SAP 4.7 B730-AT4L

INVOICE: 5
INVOICE PERIOD: August 1, 2008 through August 31, 2008
PROJECT: University Boulevard Extension Over Brazos River - Toll Bridge Feasibility Study
Fort Bend County P.O. Number 13931
KBR Project Manager: Alicja Siwek

	TASK DESCRIPTION	TASK VALUE	% COMPL	AMOUNT EARNED
1	PROJECT MANAGEMENT & COORDINATION	$13,782.00	100%	13,782.00
2	ASSEMBLE &REVIEW DATA	$16,452.00	100%	16,452.00
3	TRAVEL DEMAND MODEL UPDATE	$28,344.00	100%	28,344.00
4	TRAFFIC & REVENUE FORECAST	$27,756.00	100%	27,756.00
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6	TOLL FEASIBILITY ANALYSIS	$21,612.00	100%	21,612.00
7	PROJECT DELIVERABLES	$18,528.00	100%	18,528.00
SUBTOTAL LABOR		146,490.00	100%	146,490.00
SUBTOTAL DIRECT NON-LABOR COST		$1,471.50	100%	1,471.50
TOTAL		$147,961.50	100%	$147,961.50
LESS PREVIOUSLY INVOICED				$125,378.48
AMOUNT DUE THIS INVOICE				**$22,583.02**

FORT BEND COUNTY

ENGINEERING DEPARTMENT

University Boulevard Extension Across Brazos River

Toll Bridge Feasibility Study

Fort Bend County P.O. Number 13931

ENGINEERING PROGRESS REPORT NO.5

August 1 through August 31, 2008

Prepared By
Kellogg Brown & Root Services, Inc.
KBR

University Boulevard Extension Across Brazos River
Toll Bridge Feasibility Study
ENGINEERING PROGRESS REPORT NO.5
For the period between August 1 through August 31, 2008

1.0 SUMMARY OF ACTIVITIES

The following report covers the engineering work performed during the period from August 1, 2008 through August 31, 2008.

The total physical percent complete is 100%.

2.0 INVOICE

The total amount earned from August 1 through August 31, 2008 is $22,583.02.

13D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/29/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Approve Invoice No. 9338R (Pay Estimate No.2) in the amount of $56,632.00 to IDCUS, Inc. dba IDC,Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds):Lawson P.O.#13273

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

IDC

Planners – Engineers – Program Managers

11111 Wilcrest Green
Suite 250
Houston, Texas 77042

Tel: (713) 541-5591
Fax: (713) 541-3501

Project No.: 725
Purchase Order No. 13273

HARLEM ROAD
N. of US90A to Plantation Drive
INVOICE: IDC
PER PHASE

DATE:
6/30/2008
Rev 8/21/08

INVOICE:
No. 9338R
(Inv # 2)

TASK DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
I. Project Management					
A. Meetings & County Coord	$7,533	50.0%	$3,767	$1,883	$1,883
B. Invoice & Progress Reports	$7,001	50.0%	$3,501	$1,750	$1,750
C. Coord w/ Subs	$10,987	60.0%	$6,592	$3,296	$3,296
D. QC/QA	$6,906		$0		$0
SUBTOTAL TASK	**$32,427**	**42.7%**	**$13,859**	**$6,930**	**$6,930**
II. Route/Alignment Study					
A. Data Collect & Field Recon	$6,944	90.0%	$6,250	5,208	$1,042
B. Typ Sect/Horiz & Vert Algn	$11,764	75.0%	$8,823	5,882	$2,941
C. Alternative Analysis	$10,909	75.0%	$8,182	3,818	$4,364
D. Select Preferred Alternative	$7,592		$0		$0
E. Intersect Layout	$4,780	50.0%	$2,390		$2,390
F. Culvert Layouts	$4,876		$0		$0
G. Utility Coord	$5,428	20.0%	$1,086		$1,086
H. ROW Determination	$5,686	50.0%	$2,843		$2,843
I. Cross-Sections	$4,569		$0		$0
J. Cost Estimate	$3,824		$0		$0
SUBTOTAL TASK	**$66,372**	**44.6%**	**$29,573**	**$14,908**	**$14,665**
III. Preliminary Engineering Report					
A. Draft PER	$11,574		$0		$0
B. Court Presentation	$2,119		$0		$0
C. Final PER	$5,132		$0		$0
SUBTOTAL TASK	**$18,825**	**0.0%**	**$0**	**$0**	**$0**
IV. Surveys					
A. Control	$4,108	100.0%	$4,108	$4,108	$0
B. Topo & Utility	$23,282	100.0%	$23,282	$20,488	$2,794
SUBTOTAL TASK	**$27,390**	**100.0%**	**$27,390**	**$24,596**	**$2,794**
V. Drainage Report					
A. Detention Alternatives Analysis	$26,375	85.0%	$22,419	$5,275	$17,144
B. H & H Anaylsis	$10,470	50.0%	$5,235		$5,235
C. Prepare Report	$15,200	50.0%	$7,600		$7,600
SUBTOTAL TASK	**$52,045**	**67.7%**	**$35,254**	**$5,275**	**$29,979**
VI. Geotechncial Investigation					
A. Field Work	$3,620	100.0%	$3,620	$2,715	$905
B. Lab Analysis	$3,700	50.0%	$1,850	$925	$925
C. Prepare Report	$2,030	10.0%	$203		$203
SUBTOTAL TASK	**$9,350**	**60.7%**	**$5,673**	**$3,640**	**$2,033**
LABOR COSTS					
Subtotal (IDC)	$117,624	36.9%	$43,432	$21,838	$21,594
Subtotal (LTC)	$27,390	100.0%	$27,390	$24,596	$2,794
Subtotal (EHRA)	$52,045	67.7%	$35,254	$5,275	$29,979
Subtotal (TWEI)	$9,350	60.7%	$5,673	$3,640	$2,033
TOTAL LABOR	**$206,409**	**54.1%**	**$111,749**	**$55,349**	**$56,400**
Total All Firms	$206,409	54.1%	$111,749	$55,349	$56,400
DIRECT COSTS					
IDC	$2,323	10.0%	$232		$232
TOTAL DIRECT COSTS	**$2,323**	**10.0%**	**$232**	**$0**	**$232**
TOTALS					
Labor	$206,409	54.1%	$111,749	$55,349	$56,400
Direct Costs	$2,323	10.0%	$232	$0	$232
TOTAL CONTRACT	**$208,732**	**53.6%**	**$111,981**	**$55,349**	**$56,632**

OK
DRH

IDC

Planners – Engineers – Program Managers

11111 Wilcrest Green
Suite 250
Houston, Texas 77042

Tel: (713) 541-5591
Fax: (713) 541-3501

Project No.: 725
Purchase Order No. 13273

HARLEM ROAD
N. of US90A to Plantation Drive
INVOICE: IDC
PER PHASE

DATE:
6/30/2008
Rev 8/21/08

INVOICE:
No. 9338R

TASK DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
I. Project Management					
A. Meetings & County Coord	$7,533	50.0%	$3,767	$1,883	$1,883
B. Invoice & Progress Reports	$7,001	50.0%	$3,501	$1,750	$1,750
C. Coord w/ Subs	$10,987	60.0%	$6,592	$3,296	$3,296
D. QC/QA	$6,906		$0		$0
SUBTOTAL TASK	**$32,427**	**42.7%**	**$13,859**	**$6,930**	**$6,930**
II. Route/Alignment Study					
A. Data Collect & Field Recon	$6,944	90.0%	$6,250	5,208	$1,042
B. Typ Sect/Horiz & Vert Algn	$11,764	75.0%	$8,823	5,882	$2,941
C. Alternative Analysis	$10,909	75.0%	$8,182	3,818	$4,364
D. Select Preferred Alternative	$7,592		$0		$0
E. Intersect Layout	$4,780	50.0%	$2,390		$2,390
F. Culvert Layouts	$4,876		$0		$0
G. Utility Coord	$5,428	20.0%	$1,086		$1,086
H. ROW Determination	$5,686	50.0%	$2,843		$2,843
I. Cross-Sections	$4,569		$0		$0
J. Cost Estimate	$3,824		$0		$0
SUBTOTAL TASK	**$66,372**	**44.6%**	**$29,573**	**$14,908**	**$14,665**
III. Preliminary Engineering Report					
A. Draft PER	$11,574		$0		$0
B. Court Presentation	$2,119		$0		$0
C. Final PER	$5,132		$0		$0
SUBTOTAL TASK	**$18,825**	**0.0%**	**$0**	**$0**	**$0**
IV. Surveys					
A. Control	$4,108	100.0%	$4,108	$4,108	$0
B. Topo & Utility	$23,282	100.0%	$23,282	$20,488	$2,794
SUBTOTAL TASK	**$27,390**	**100.0%**	**$27,390**	**$24,596**	**$2,794**
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SUBTOTAL TASK	**$9,350**	**60.7%**	**$5,673**	**$3,640**	**$2,033**
LABOR COSTS					
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DIRECT COSTS					
IDC	$2,323	10.0%	$232		$232
TOTAL DIRECT COSTS	**$2,323**	**10.0%**	**$232**	**$0**	**$232**
TOTALS					
Labor	$206,409	54.1%	$111,749	$55,349	$56,400
Direct Costs	$2,323	10.0%	$232	$0	$232
TOTAL CONTRACT	**$208,732**	**53.6%**	**$111,981**	**$55,349**	**$56,632**

OK
DFA

IDC

Planners - Engineers - Program Managers

August 21, 2008

Mr. D. Jesse Hegemier, P.E.
Fort Bend County Engineer
1124 Blume Road
Rosenberg, Texas 77471

Re: Billing Period No. 2 & 3
IDC Invoice No. 9338R & 9350R
Services Through July 2008
Purchase Order No. 13273
Project No. 725
Harlem Road from North of US 90A to Plantation Dr.

Dear Mr. Hegemier:

Enclosed are revised invoices for services performed for June 2008 and July 2008. Two copies of the following documents are attached:

- Invoice No. 9338R (Inv. #2)
- ~~Invoice No. 9350R (Inv. #3)~~

Sincerely,

Larry Janak, P.E.
Executive Vice President

Cc: Mark Dessens – Schaumburg & Polk, Inc.

11111 Wilcrest Green, Suite 250, Houston, Texas 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

13E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/30/08	**Submitted By: P. Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 06-10619 (Pay Estimate No.19) in the amount of $487,320.76 to Triple B Services, L.L.P. regarding Paving and Drainage Improvements for Fifth Street, Mobility Bond Project #17, Precinct 2. (Fund: Mobility, Capital Acquisitions) PC04300003537

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

ESTIMATE AND CERTIFICATION FOR PAYMENT

Project: 5th Street Paving/Drainage

Engineer: Ft. Bend Co.
Address: Louis Hood
1124 Blume Road
Rosenberg TX 77471

Estimate Number:	19		
Invoice Number:	06-106919		
Estimate Cutoff Date:	09/30/2008	Original Contract Time:	550+105 Cal Days
Date of Estimate:	09/29/2008		

A. Contract Amount to Date:

1. Contract Price:		**$10,224,806.53**
2. Approved Change Orders:	**$ 651,028.31**	
Total Changes to Date:		**$ 651,028.31**
	Total Contract Amount:	**$10,875,834.84**

B. Earnings to Date:

1. Previous Work Completed:	Previous Earnings:	**$ 8,507,101.40**
2. Work Completed This Period:	Earnings This Period:	**$ 487,320.76**
3a. Materials Stored on Site	$ .00	
3b. Materials Installed ToDate	$ .00	
3c. Total Materials Remaining on Site		**$ 0.00**
	Total Earnings:	**$ 8,994,422.16**

C. Reductions:

1. Retainage:	5.00 % of $ 10,875,834.84	$ 543,791.74
	Total Payment Due:	$ 8,450,630.42
	Less Previous Billings:	$ 7,963,309.66
	Total Amount Due This Estimate:	$ 487,320.76

The undersigned Contractor certifies that to the best of his knowledge, information and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared by: Donna M. Burke Date: 9/29/2008
Donna M. Burke - Senior Project Administrator

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: _____ Date: 9/29/08
Project Representative:

Approved by: _____ Date: 9/29/08
Engineer:

Engineer's Project No: **PO 04300003537**

TRIPLE B SERVICES, LLP.

Since 1996

SITE PREP ▪▪ EXCAVATION ▪▪ PAVING ▪▪ UTILITIES

Estimate and Certification for Payment

PROJECT 5th Street Paving & Drainage

OWNER: Fort Bend County
Address: 1124 Blume Rd.
Rosenberg, Texas 77471

ATTN: Louis E. Hood, P.E.

Estimate No: 19
Invoice No: 06-106919
Start Date: 01/08/2007
Current Contract Completion Date:
Estimate Cut Off Date: 09-30-08
Date of Estimate: 09-29-08

Initial Contract Time	550 days
Current Approved Extensions ±	days
Previous Approved Extensions ±	105 days
Total Contract Time	655 days
Spent Days	631 days
Days Remaining	24 days
Rain Days to Date	days

A. Contract Amount to Date:

1. Contract Price: $ 10,224,806.53
2. Approved Change Orders:

1	368,138.50
2	68,947.00
3	50,652.70
4	70,500.00
5	92,790.11

Total Changes to Date: + or - $ 651,028.31
Total Contract Amount: $ 10,875,834.84

B. Earnings to Date:

1. Previous Work Completed:
2. Work Completed this Period:
3. Materials on Site:

Previous Earnings: $ 8,507,101.40
Earnings This Period: $ 487,320.76
$
Total Earnings: $ 8,994,422.16

C. Reductions:

1. Retainage: 5% of 10,875,834.84 $ 543,791.74

Total Payments Due: $ 8,450,630.42
Less Previous Payments: $ 7,963,309.66

Total Amount Due Contractor This Estimate: $ 487,320.76

The undersigned Contractor certifies that to the best of his knowledge, information, and belief that the Work has been completed in accordance with the Plans and Specifications and the current payment shown on this Application for Payment is now due.

Prepared By: Donna M. Burke Date: 09/29/2008
Contractor: Donna M. Burke

The foregoing estimate of work completed is true and correct to the best of my knowledge and belief.

Approved by: Steven K Evans Date: 9/29/08
Project Representative:

Approved by: Louis E. Hood Date: 9/29/08
Engineer:

820 OLD ATASCOCITA ROAD HUFFMAN, TEXAS
(281)324-3264 OFFICE (281)324-1304 FAX

From Contractor: Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner: Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project: 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
001	MOVE-IN & START UP, PERFORMANC	LS	1.00	1.00	0.00	1.00	100,000.00	0.00	100,000.00
002	8" W.L. FITTINGS, B&B, TESTING	LF	63.00	0.00	0.00	0.00	200.00	0.00	0.00
003	12" W.L. FITTINGS, B&B, TESTIN	LF	4,485.00	3,055.00	1,220.00	4,275.00	41.00	50,020.00	175,275.00
004	TRENCHLESS CONST. 8" STEEL W.L	LF	0.00	0.00	0.00	0.00	105.00	0.00	0.00
005	FLUSH VALVES, BURY, INCL. G.V.	EA	13.00	8.00	4.00	12.00	2,865.00	11,460.00	34,380.00
006	RELOCATE EXIST. FLUSH VALVE BE	EA	3.00	3.00	0.00	3.00	565.00	0.00	1,695.00
007	RELOCATE EXIST. B.O. UNIT BEHI	EA	1.00	1.00	0.00	1.00	400.00	0.00	400.00
008	FINAL ADJUSTMENT OF FLUSH VALV	EA	15.00	6.00	0.00	6.00	225.00	0.00	1,350.00
009	REMOVE/SALVAGE EXIST. FLUSH VA	EA	8.00	5.00	0.00	5.00	280.00	0.00	1,400.00
010	RELOCATE EXIST. FLUSH VALVE, S	EA	3.00	0.00	0.00	0.00	280.00	0.00	0.00
011	6" G.V. & BOX	EA	2.00	1.00	1.00	2.00	550.00	550.00	1,100.00
012	8" G.V. & BOX	EA	4.00	3.00	0.00	3.00	825.00	0.00	2,475.00
013	12" G.V. & BOX	EA	23.00	4.00	4.00	8.00	1,550.00	6,200.00	12,400.00
014	2" B.O.V. & BOX	EA	6.00	1.00	3.00	4.00	700.00	2,100.00	2,800.00
015	CUT/PLUG EXIST. 6" W.L.	EA	6.00	1.00	2.00	3.00	200.00	400.00	600.00
016	CUT/PLUG EXIST. 8" W.L.	EA	6.00	2.00	0.00	2.00	200.00	0.00	400.00
017	CUT/PLUG EXIST. 12" W.L.	EA	11.00	8.00	1.00	9.00	200.00	200.00	1,800.00
018	PLUG/CLAMP EXIST. 12" W.L.	EA	6.00	1.00	1.00	2.00	330.00	330.00	660.00
019	CONTRACTOR SHALL LOCATE EXIST.	EA	71.00	32.00	0.00	32.00	400.00	0.00	12,800.00
020	ADJUST WATER MTER OR WATER VAL	EA	28.00	23.00	3.00	26.00	380.00	1,140.00	9,880.00
021	ABANDON EXIST. 6" W.L. & FILL	LF	4,462.00	0.00	2,000.00	2,000.00	2.20	4,400.00	4,400.00
022	ABANDON EXIST. 8" W.L. & FILL	LF	521.00	0.00	0.00	0.00	3.30	0.00	0.00
023	ABANDON EXIST. 12" W.L. & FILL	LF	3,229.00	1,000.00	0.00	1,000.00	4.50	0.00	4,500.00
024	REMOVE EXIST. 12" W.L.	LF	13.00	0.00	0.00	0.00	50.00	0.00	0.00
025	WET CONNECTION OF PROP. 6" W.L	EA	2.00	1.00	2.00	3.00	1,125.00	2,250.00	3,375.00
026	WET CONNECTION OF PROP. 8" W.L	EA	4.00	2.00	0.00	2.00	1,125.00	0.00	2,250.00
027	WET CONNECTION OF PROP. 12" W.	EA	11.00	5.00	1.00	6.00	1,600.00	1,600.00	9,600.00
028	6" X 6" T.S. & V.	EA	1.00	0.00	1.00	1.00	2,000.00	2,000.00	2,000.00
029	NEARSIDE 2" LEAD & RECONNECTIO	EA	15.00	2.00	0.00	2.00	930.00	0.00	1,860.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
030	FAR SIDE 2" LEAD & RECONNECTIO	EA	15.00	9.00	0.00	9.00	1,125.00	0.00	10,125.00
031	TRENCH SAFETY FOR W.L. CONST.,	LF	3,676.00	3,055.00	1,059.00	4,114.00	0.50	529.50	2,057.00
032	VERTICAL MAINLINE W.L. (ALL DI	EA	15.00	9.00	0.00	9.00	1,700.00	0.00	15,300.00
033	HORIZONTAL MAINLINE (ALL DIA.)	EA	2.00	3.00	0.00	3.00	2,100.00	0.00	6,300.00
034	VERTICAL WATER SERVICE LINE AD	EA	50.00	29.00	0.00	29.00	400.00	0.00	11,600.00
035	OPEN CUT & REPLACE EXIST. GRAV	SY	123.00	123.00	0.00	123.00	50.00	0.00	6,150.00
036	SAW CUT & REMOVE EXIST. CONC.	SY	38.00	0.00	0.00	0.00	25.00	0.00	0.00
037	8" SAN SWR. PIPE, 0'-8' DEPTH,	LF	442.00	442.00	0.00	442.00	31.00	0.00	13,702.00
038	8" SAN SWR. PIPE, 8'-10' DEPTH	LF	572.00	572.00	0.00	572.00	31.00	0.00	17,732.00
039	8" SAN SWR. PIPE, 10'-12' DEPT	LF	460.00	460.00	0.00	460.00	31.00	0.00	14,260.00
040	8" SAN SWR. PIPE, 12'-14' DEPT	LF	171.00	185.00	0.00	185.00	33.00	0.00	6,105.00
041	10" SAN SWR. PIPE, 10'-12' DEP	LF	37.00	0.00	0.00	0.00	35.00	0.00	0.00
042	10" SAN SWR. PIPE, 16'-18' DEP	LF	216.00	216.00	0.00	216.00	60.00	0.00	12,960.00
043	12" SAN SWR. PIPE, 14'-16' DEP	LF	148.00	73.00	0.00	73.00	60.00	0.00	4,380.00
044	15" SAN SWR. PIPE, 10'-12' DEP	LF	119.00	0.00	0.00	0.00	54.00	0.00	0.00
045	15" SAN SWR. PIPE, 12'-14' DEP	LF	314.00	0.00	0.00	0.00	57.00	0.00	0.00
046	18" SAN SWR. PIPE, 10'-12' DEP	LF	139.00	0.00	0.00	0.00	59.00	0.00	0.00
047	18" SAN SWR. PIPE, 12'-14' DEP	LF	897.00	765.00	0.00	765.00	60.00	0.00	45,900.00
048	18" SAN SWR. PIPE, 14'-16' DEP	LF	2,410.00	2,410.00	0.00	2,410.00	71.00	0.00	171,110.00
049	18" SAN SWR. PIPE, 16'-18' DEP	LF	900.00	900.00	0.00	900.00	72.00	0.00	64,800.00
050	21" SAN SWR. PIPE, 14'-16' DEP	LF	1,048.00	916.00	0.00	916.00	88.00	0.00	80,608.00
051	21" SAN SWR. PIPE, 16'-18' DEP	LF	340.00	340.00	0.00	340.00	93.00	0.00	31,620.00
052	12" PVC DR-18 C-900 SAN SWR. F	LF	364.00	405.00	0.00	405.00	45.00	0.00	18,225.00
053	TRENCHLESS CONST. METHODS 6" S	LF	660.00	343.00	0.00	343.00	40.00	0.00	13,720.00
054	TRENCHLESS CONST. METHODS 8" S	LF	40.00	40.00	0.00	40.00	58.00	0.00	2,320.00
055	TRENCHLESS CONST. METHODS 12"	LF	60.00	226.00	0.00	226.00	65.00	0.00	14,690.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
056	TRENCHLESS CONST. METHODS 15"	LF	55.00	0.00	0.00	0.00	72.00	0.00	0.00
057	TRENCHLESS CONST. METHODS 18"	LF	318.00	345.00	0.00	345.00	80.00	0.00	27,600.00
058	TRENCHLESS CONST. METHODS 21"	LF	107.00	50.00	0.00	50.00	85.00	0.00	4,250.00
059	CONNECT PROP. 12" SAN SWR. FOR	EA	1.00	1.00	0.00	1.00	1,550.00	0.00	1,550.00
060	AIR RELEASE VALVE & MANHOLE OV	EA	1.00	0.00	0.00	0.00	2,350.00	0.00	0.00
061	STD. SAN SWR. MANHOLE, UP TO 8	EA	37.00	33.00	0.00	33.00	2,780.00	0.00	91,740.00
062	STD. SAN SWR. MH ON EXIST. 6"-	EA	7.00	1.00	0.00	1.00	2,650.00	0.00	2,650.00
063	EXTRA DEPTH SAN SWR. MH, 8' DE	VF	257.00	225.00	0.00	225.00	100.00	0.00	22,500.00
064	COAT INTERIOR SURFACE OF PROP.	VF	591.00	304.00	0.00	304.00	100.00	0.00	30,400.00
065	STD. DROP ON PROPOSED OR EXIST	EA	7.00	5.00	0.00	5.00	180.00	0.00	900.00
066	EXTRA DEPTH FOR DROP ON MANHOL	VF	27.00	24.00	0.00	24.00	180.00	0.00	4,320.00
067	FINAL VERTICAL ADJUSTMENT OF P	EA	43.00	34.00	0.00	34.00	350.00	0.00	11,900.00
068	REMOVE EXIST. MANHOLE CONE & R	EA	1.00	0.00	0.00	0.00	1,800.00	0.00	0.00
069	ADJUST EXIST. SAN SWR. MH RIM	EA	30.00	24.00	3.00	27.00	440.00	1,320.00	11,880.00
070	CONNECT PROP. 8" SAN SWR. PIPE	EA	4.00	4.00	0.00	4.00	1,150.00	0.00	4,600.00
071	CONNECT PROP. 10" SAN SWR. PIP	EA	2.00	1.00	0.00	1.00	1,350.00	0.00	1,350.00
072	CONNECT PROP. 18" SAN SWR. PIP	EA	1.00	2.00	0.00	2.00	1,750.00	0.00	3,500.00
073	CONNECT PROP. 21" SAN SWR. PIP	EA	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00
074	ABANDON EXIST. SAN SWR. MH INC	EA	22.00	4.00	0.00	4.00	960.00	0.00	3,840.00
075	REMOVE EXIST. SAN SWR. MH	EA	4.00	5.00	0.00	5.00	1,270.00	0.00	6,350.00
076	ABANDON & FILL EXIST. 6" SAN S	LF	1,122.00	0.00	0.00	0.00	2.25	0.00	0.00
077	ABANDON & FILL EXIST. 8" SAN S	LF	911.00	0.00	0.00	0.00	3.35	0.00	0.00
078	ABANDON & FILL EXIST. 10" SAN	LF	5,601.00	3,800.00	0.00	3,800.00	4.50	0.00	17,100.00
079	ABANDON & FILL EXIST. 12" SAN	LF	45.00	0.00	0.00	0.00	4.50	0.00	0.00
080	ABANDON & FILL EXIST. 15" SAN	LF	473.00	0.00	0.00	0.00	6.70	0.00	0.00
081	ABANDON/FILL EXIST. 10" SAN SW	LF	38.00	0.00	0.00	0.00	4.50	0.00	0.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
082	REMOVE EXIST. 10" SAN SWR.	LF	696.00	548.00	0.00	548.00	8.00	0.00	4,384.00
083	ABANDON/FILL EXIST. 12" SAN SW	LF	398.00	300.00	0.00	300.00	4.50	0.00	1,350.00
084	REMOVE EXIST. 21" SAN SWR.	LF	58.00	0.00	0.00	0.00	9.00	0.00	0.00
085	REMOVE EXIST. 12" SAN SWR. FOR	LF	54.00	54.00	0.00	54.00	10.00	0.00	540.00
086	CUT/PLUG EXIST. 6" SAN SWR. FO	EA	3.00	0.00	0.00	0.00	200.00	0.00	0.00
087	CUT/PLUG EXIST. 8" SAN SWR. FO	EA	8.00	0.00	0.00	0.00	220.00	0.00	0.00
088	CUT/PLUG EXIST. 10" SAN SWR. F	EA	10.00	7.00	0.00	7.00	240.00	0.00	1,680.00
089	CUT/PLUG EXIST. 12" SAN SWR.	EA	2.00	0.00	0.00	0.00	265.00	0.00	0.00
090	CUT/PLUG EXIST. 15" SAN SWR.	EA	1.00	0.00	0.00	0.00	330.00	0.00	0.00
091	PROP. 4" NEAR SIDE SAN SWR. CO	EA	9.00	7.00	0.00	7.00	800.00	0.00	5,600.00
092	PROP. 4" FAR SIDE SAN SWR. CON	EA	9.00	6.00	0.00	6.00	975.00	0.00	5,850.00
093	SAN SWR. STACK, 0'-3' DEPTH	EA	18.00	18.00	0.00	18.00	120.00	0.00	2,160.00
094	EXTRA DEPTH SAN SWR. STACK, >3	VF	147.00	112.00	0.00	112.00	20.00	0.00	2,240.00
095	TRENCH SAFETY SYSTEM FOR SAN S	LF	1,014.00	1,016.00	0.00	1,016.00	0.50	0.00	508.00
096	TRENCH SAFETY FOR SAN SWR. (6"	LF	3,013.00	3,013.00	0.00	3,013.00	0.50	0.00	1,506.50
097	TRENCH SAFETY FOR SAN SWR. (6"	LF	3,401.00	3,208.00	0.00	3,208.00	0.50	0.00	1,604.00
098	REMOVE EXIST. REINF. CONC. LIF	EA	1.00	1.00	0.00	1.00	30,000.00	0.00	30,000.00
099	SAWCUT & REMOVE EXIST. ASPHALT	SY	45.00	20.00	0.00	20.00	10.00	0.00	200.00
100	SAW CUT/REMOVE EXIST. CONC. PV	SY	34.00	0.00	0.00	0.00	13.00	0.00	0.00
101	OPEN CUT EXIST. GRAVEL PVMT.	SY	388.00	250.00	0.00	250.00	19.00	0.00	4,750.00
102	VERTICAL SWR. SERVICE LEAD ADJ	EA	50.00	16.00	0.00	16.00	800.00	0.00	12,800.00
103	TYPE "C" STM. MANHOLE FOR 42"	EA	78.00	75.00	1.00	76.00	2,125.00	2,125.00	161,500.00
104	TYPE "C" STM. MH FOR 48"-72" D	EA	22.00	18.00	0.00	18.00	3,400.00	0.00	61,200.00
105	TYPE "C" STM. MH ON EXIST. 4'	EA	1.00	0.00	0.00	0.00	3,250.00	0.00	0.00
106	TYPE "C" STM. MH ON EXIST. 30"	EA	4.00	0.00	1.00	1.00	3,240.00	3,240.00	3,240.00
107	TYPE "C" STM. MH ON EXIST. 36"	EA	1.00	0.00	0.00	0.00	5,500.00	0.00	0.00

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
108	TYPE "C" STM. MH ON EXIST. 48"	EA	2.00	0.00	0.00	0.00	6,400.00	0.00	0.00
109	TYPE "C" STM. MH ON EXIST. 60"	EA	8.00	0.00	0.00	0.00	4,860.00	0.00	0.00
110	TYPE "C" STM. MH ON EXIST. 10'	EA	2.00	0.00	0.00	0.00	2,150.00	0.00	0.00
111	MODIFY "E" INLET TO TYPE "C" S	EA	2.00	4.00	0.00	4.00	890.00	0.00	3,560.00
112	RECONSTRUCT EXIST. INLET INTO	EA	3.00	0.00	0.00	0.00	1,560.00	0.00	0.00
113	ADJUST EXIST. STM. MH RIM TO B	EA	14.00	14.00	0.00	14.00	400.00	0.00	5,600.00
114	MAKE CONNECTION TO EXIST. MANH	EA	1.00	0.00	1.00	1.00	200.00	200.00	200.00
115	TYPE "A" INLET STD. DEPTH	EA	51.00	41.00	0.00	41.00	1,570.00	0.00	64,370.00
116	TYPE "B-B" INLET, STD. DEPTH	EA	46.00	31.00	9.00	40.00	2,265.00	20,385.00	90,600.00
117	MODIFIED "B-B" INLET CONSTRUCT	EA	1.00	0.00	0.00	0.00	2,580.00	0.00	0.00
118	TYPE "C-1" INLET, STD. DEPTH	EA	23.00	17.00	0.00	17.00	2,500.00	0.00	42,500.00
119	TYPE "C-2" INLET, STD. DEPTH	EA	7.00	5.00	0.00	5.00	3,600.00	0.00	18,000.00
120	RING GRATE FOR 18" RCP, STD. D	EA	8.00	6.00	0.00	6.00	360.00	0.00	2,160.00
121	15" RCP 0'-8' DEPTH, FITTINGS,	LF	365.00	709.00	28.00	737.00	45.00	1,260.00	33,165.00
122	15" RCP, 8'-10' DEPTH, FITTING	LF	17.00	0.00	0.00	0.00	46.00	0.00	0.00
123	18" RCP, 0'-8' DEPTH, FITTINGS	LF	1,599.00	1,315.00	140.00	1,455.00	50.00	7,000.00	72,750.00
124	18" RCP, 8'-10' DEPTH, FITTING	LF	100.00	16.00	0.00	16.00	55.00	0.00	880.00
125	24" RCP, 0'-8' DEPTH, FITTINGS	LF	4,232.00	2,719.00	163.00	2,882.00	65.00	10,595.00	187,330.00
126	24" RCP, 8'-10' DEPTH, FITTING	LF	1,038.00	743.00	0.00	743.00	70.00	0.00	52,010.00
127	30" RCP, 0'-8' DEPTH, FITTINGS	LF	272.00	272.00	0.00	272.00	78.00	0.00	21,216.00
128	30" RCP, 8'-10' DEPTH, FITTING	LF	469.00	575.00	0.00	575.00	80.00	0.00	46,000.00
129	36" RCP, 0'-8' DEPTH, FITTINGS	LF	1,013.00	1,013.00	0.00	1,013.00	110.00	0.00	111,430.00
130	36" RCP, 8'-10' DEPTH, FITTING	LF	1,302.00	1,302.00	0.00	1,302.00	120.00	0.00	156,240.00
131	42" RCP, 0'-8' DEPTH, FITTINGS	LF	739.00	701.00	0.00	701.00	135.00	0.00	94,635.00
132	42" RCP, 8'-10' DEPTH, FITTING	LF	813.00	813.00	0.00	813.00	145.00	0.00	117,885.00
133	42" RCP, 10'-12' DEPTH, FITTIN	LF	50.00	50.00	0.00	50.00	142.07	0.00	7,103.50

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From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
134	48" RCP, 0'-8' DEPTH, FITTINGS	LF	669.00	669.00	0.00	669.00	165.00	0.00	110,385.00
135	48" RCP, 8'-10' DEPTH, FITTING	LF	754.00	754.00	0.00	754.00	175.00	0.00	131,950.00
136	36" PVC TO BE JACKED THRU EXIS	LF	135.00	135.00	0.00	135.00	85.00	0.00	11,475.00
137	42" CMP, ALL DEPTHS, FITTINGS,	LF	155.00	155.00	0.00	155.00	62.00	0.00	9,610.00
138	48" CMP, ALL DEPTHS, FITTINGS,	LF	46.00	84.00	0.00	84.00	120.00	0.00	10,080.00
139	26" X 43" REINF. CONC. ARCH PI	LF	41.00	41.00	0.00	41.00	160.00	0.00	6,560.00
140	TIMBER BENT FOR 42" CMP	EA	1.00	1.00	0.00	1.00	500.00	0.00	500.00
141	TIMBER BENT FOR 48" CMP	EA	2.00	0.00	0.00	0.00	600.00	0.00	0.00
142	JUNCTION BOX W/MANHOLE RING &	EA	1.00	0.00	0.00	0.00	1,300.00	0.00	0.00
143	BRICK PLUG FOR 4' X 3' RCB STM	EA	2.00	0.00	0.00	0.00	525.00	0.00	0.00
144	BRICK PLUG FOR EXIST. 18" RCP	EA	1.00	2.00	0.00	2.00	130.00	0.00	260.00
145	BRICK PLUG FOR EXIST 54" RCP	EA	1.00	1.00	0.00	1.00	450.00	0.00	450.00
146	BRICK PLUG FOR EXIST. SIPHON	EA	2.00	2.00	0.00	2.00	850.00	0.00	1,700.00
147	24" TYPE II SAFETY END TREATME	EA	1.00	0.00	0.00	0.00	1,000.00	0.00	0.00
148	CONC. COLLAR TO JOIN PROPOSED	EA	1.00	0.00	0.00	0.00	400.00	0.00	0.00
149	CONC. COLLAR TO JOIN PROPOSED	EA	2.00	2.00	0.00	2.00	450.00	0.00	900.00
150	DRAIN/CLEAN EXIST. SIPHON	EA	1.00	1.00	0.00	1.00	5,000.00	0.00	5,000.00
151	TRENCH SAFETY FOR 15"-36" DIA.	LF	7,732.00	6,001.50	273.00	6,274.50	0.50	136.50	3,137.25
152	TRENCH SAFETY FOR 36"-54" DIA.	LF	2,746.00	2,746.00	0.00	2,746.00	0.50	0.00	1,373.00
153	TRENCH SAFETY FOR 36"-54" DIA.	LF	20.00	0.00	0.00	0.00	0.50	0.00	0.00
154	REMOVE/DISPOSE OF EXIST. 18" R	LF	26.00	74.00	0.00	74.00	8.00	0.00	592.00
155	REMOVE/DISPOSE OF EXIST. 24" R	LF	1,354.00	1,244.00	72.00	1,316.00	8.00	576.00	10,528.00
156	REMOVE/DISPOSE OF EXIST. 30" R	LF	667.00	662.00	0.00	662.00	8.00	0.00	5,296.00
157	REMOVE/DISPOSE OF EXIST. 36" R	LF	136.00	163.00	0.00	163.00	8.00	0.00	1,304.00
158	REMOVE/DISPOSE OF EXIST. 42" R	LF	440.00	41.00	0.00	41.00	9.00	0.00	369.00
159	REMOVE/DISPOSE OF EXIST. 54" R	LF	337.00	0.00	0.00	0.00	9.00	0.00	0.00
160	REMOVE/DISPOSE OF EXIST. 18" C	LF	133.00	50.00	0.00	50.00	6.50	0.00	325.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
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19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
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Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
161	REMOVE/DISPOSE OF EXIST. 36" C	LF	22.00	23.00	0.00	23.00	6.75	0.00	155.25
162	REMOVE/DISPOSE OF EXIST. 24" P	LF	93.00	101.00	0.00	101.00	8.00	0.00	808.00
163	REMOVE/DISPOSE OF EXIST. CULVE	LF	5,611.00	5,239.50	280.00	5,519.50	12.00	3,360.00	66,234.00
164	REMOVE/DISPOSE OF EXIST. CULVE	LF	210.00	115.00	0.00	115.00	23.00	0.00	2,645.00
165	REMOVE/DISPOSE OF EXIST. GRATE	EA	38.00	14.00	0.00	14.00	300.00	0.00	4,200.00
166	REMOVE/DISPOSE OF EXIST. CONC.	EA	38.00	26.00	0.00	26.00	300.00	0.00	7,800.00
167	REMOVE/DISPOSE OF EXIST. "E" I	EA	14.00	1.00	2.00	3.00	340.00	680.00	1,020.00
168	CAP EXIST. "E" INLET	EA	6.00	1.00	0.00	1.00	525.00	0.00	525.00
169	REMOVE/DISPOSE OF EXIST. MANHO	EA	4.00	2.00	0.00	2.00	750.00	0.00	1,500.00
170	ABANDON EXIST. MANHOLE	EA	2.00	0.00	0.00	0.00	760.00	0.00	0.00
171	CUT HOLE IN SIDE OF EXIST. TXD	EA	2.00	1.00	0.00	1.00	525.00	0.00	525.00
172	CUT HOLE IN SIDE OF EXIST. TXD	EA	1.00	1.00	0.00	1.00	660.00	0.00	660.00
173	CUT HOLE IN SIDE OF EXIST. TXD	EA	1.00	1.00	0.00	1.00	785.00	0.00	785.00
174	CUT HOLE IN SIDE OF EXIST. TXD	EA	2.00	0.00	0.00	0.00	900.00	0.00	0.00
175	ROADWAY EXCAVATION, EXIST. PVM	CY	64,254.00	44,774.86	5,495.58	50,270.44	7.50	41,216.85	377,028.30
176	COMPACTED RDWY. EMBANKMENT FIL	CY	889.00	881.91	0.00	881.91	25.00	0.00	22,047.75
177	8" RENIF. CONC. PAVING	SY	75,124.00	50,450.69	5,473.00	55,923.69	40.00	218,920.00	2,236,947.60
178	7" REINF. CONC DRVWY., INCL. C	SY	6,304.00	5,426.81	178.00	5,604.81	42.00	7,476.00	235,402.02
179	MANIPULATION OF LIME TREATED S	SY	83,189.00	62,031.25	7,855.10	69,886.35	1.60	12,568.16	111,818.16
180	LIME FOR 8" SUBGRADE (36 LB/SY	TON	1,497.00	1,767.54	190.98	1,958.52	115.00	21,962.70	225,229.80
181	6" REINF. CONC. CURB	LF	25,793.00	17,589.00	0.00	17,589.00	3.20	0.00	56,284.80
182	6" REINF. CONC. CURB (DOWELED-	LF	46.00	30.00	0.00	30.00	8.00	0.00	240.00
183	6" REINF. CONC. CURB & GUTTER	LF	797.00	720.00	0.00	720.00	9.00	0.00	6,480.00
184	STD. CONC. PAVING HEADER	LF	640.00	300.00	0.00	300.00	16.50	0.00	4,950.00
185	4-1/2" CONC. SDWLK. W/3" COMPA	SY	4,339.00	2,768.39	0.00	2,768.39	37.00	0.00	102,430.43
186	6" CONC. ESPLANADE NOSE SDWLK.	SY	160.00	85.00	62.00	147.00	47.00	2,914.00	6,909.00
187	REINF. CONC. WHEELCHAIR RAMPS	SY	275.00	28.82	0.00	28.82	160.00	0.00	4,611.20

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Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
188	2" HMAC TYPE "D" SURFACE COURS	TON	325.00	164.85	160.15	325.00	115.00	18,417.25	37,375.00
189	1-1/2" HMAC TYPE "D" SURFACE C	TON	89.00	89.00	0.00	89.00	140.00	0.00	12,460.00
190	1-1/2" HMAC TYPE "D" LEVEL-UP	TON	23.00	18.04	4.96	23.00	155.00	768.80	3,565.00
191	8" ASPHALT BLACK BASE	TON	1,595.00	2,230.80	0.00	2,230.80	120.00	0.00	267,696.00
192	TACK COAT (RC-250) APPLIED 0.0	GAL	181.00	95.00	20.00	115.00	4.00	80.00	460.00
193	PRIME COAT APPLIED 0.35 GAL/SY	GAL	1,172.00	543.00	0.00	543.00	4.50	0.00	2,443.50
194	PVMT. MARKING (W) THERMOPLASTI	LF	9,027.00	2,272.00	2,305.00	4,577.00	0.42	968.10	1,922.34
195	PVMT. MARKING (W) THERMOPLASTI	LF	1,410.00	380.00	265.00	645.00	0.85	225.25	548.25
196	PVMT. MARKING (W) THERMOPLASTI	LF	4,302.00	715.00	562.00	1,277.00	2.20	1,236.40	2,809.40
197	PVMT. MARKING (W) THERMOPLASTI	LF	977.00	248.00	94.00	342.00	4.40	413.60	1,504.80
198	PVMT. MARKING (Y) THERMOPLASTI	LF	19,912.00	9,420.00	5,242.00	14,662.00	0.42	2,201.64	6,158.04
199	PVMT. MARKING (Y) THERMOPLASTI	LF	923.00	765.00	147.00	912.00	4.25	624.75	3,876.00
200	PVMT. MARKING (Y) THERMOPLASTI	LF	1,197.00	350.00	1,129.00	1,479.00	2.90	3,274.10	4,289.10
201	PVMT. MARKING DIRECTIONAL ARRO	EA	24.00	13.00	2.00	15.00	100.00	200.00	1,500.00
202	PVMT. MARKING - ELONGATED WORD	EA	21.00	7.00	2.00	9.00	100.00	200.00	900.00
203	REFL. PVMT. MARKER - TYPE II-C	EA	563.00	274.00	245.00	519.00	3.75	918.75	1,946.25
204	REFL. PVMT. MARKER - TYPE II-A	EA	99.00	255.00	327.00	582.00	3.75	1,226.25	2,182.50
205	REMOVE/DISPOSE OF EXIST. ASPHA	SY	53,129.00	35,780.21	91.23	35,871.44	1.35	123.16	48,426.44
206	REMOVE/DISPOSE OF EXIST. CONC.	SY	1,507.00	466.72	47.00	513.72	6.00	282.00	3,082.32
207	REMOVE/RELOCATE EXIST. TRAFFIC	LS	1.00	0.45	0.00	0.45	17,000.00	0.00	7,650.00
208	PREPARE R-O-W FOR CONST.	LS	1.00	1.00	0.00	1.00	350,000.00	0.00	350,000.00
209	PROPOSED STOP SIGN (R1-1)	EA	7.00	0.00	0.00	0.00	200.00	0.00	0.00
210	PROPOSED STOP SIGN (R1-1) WITH	EA	24.00	7.00	0.00	7.00	575.00	0.00	4,025.00
211	PROPOSED SMALL STREET SIGN	EA	42.00	10.00	0.00	10.00	230.00	0.00	2,300.00
212	RELOCATE EXIST. GUARD POST	EA	12.00	0.00	0.00	0.00	175.00	0.00	0.00
213	6' X 6' RCB	LF	280.00	280.00	0.00	280.00	450.00	0.00	126,000.00
214	48" RCP CANAL BYPASS PIPE	LF	160.00	266.00	0.00	266.00	200.00	0.00	53,200.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
215	HEADWALLS FOR GCWA CANEL	LS	1.00	1.00	0.00	1.00	60,000.00	0.00	60,000.00
216	4" CONC. SLOPE PAVING	SY	296.00	406.00	0.00	406.00	50.00	0.00	20,300.00
217	FILL FOR LEVELING CANAL BOTTOM	CY	282.00	282.00	0.00	282.00	15.00	0.00	4,230.00
218	REMOVE EXIST. CONC. SLOPE PAVI	SY	292.00	292.00	0.00	292.00	14.00	0.00	4,088.00
219	REMOVE/DISPOSE OF EXIST. HEADW	LS	1.00	1.00	0.00	1.00	4,500.00	0.00	4,500.00
220	REMOVE/DISPOSE OF EXIST. "BOX	LS	1.00	1.00	0.00	1.00	8,000.00	0.00	8,000.00
221	FILL EXIST. "BOX CAR" SIPHON O	LS	1.00	1.00	0.00	1.00	15,000.00	0.00	15,000.00
222	SAWCUT & REMOVE EXIST. SLOPE P	SY	1,500.00	1,500.00	0.00	1,500.00	8.50	0.00	12,750.00
223	CONC. SLOPE PAVING	SY	1,515.00	1,794.31	0.00	1,794.31	30.00	0.00	53,829.30
224	CHANNEL EXCAVATION	CY	1,150.00	1,150.00	0.00	1,150.00	6.00	0.00	6,900.00
225	FILL FOR CHANNEL	CY	850.00	850.00	0.00	850.00	10.00	0.00	8,500.00
226	REHAB. OF 5TH STREET BRIDGE; R	LS	1.00	1.00	0.00	1.00	445,000.00	0.00	445,000.00
227	8" REINF. CONC. PAVING FOR THE	SY	398.00	398.00	0.00	398.00	110.00	0.00	43,780.00
228	FOUNDATION FOR TRAFFIC SIGNAL	LF	30.00	30.00	0.00	30.00	190.00	0.00	5,700.00
229	FOUNDATION FOR TRAFFIC SIGNAL	LF	44.00	44.00	0.00	44.00	365.00	0.00	16,060.00
230	CONDUIT (PVC) SCH. 80 (2")	LF	440.00	170.00	0.00	170.00	12.00	0.00	2,040.00
231	CONDUIT (PVC) SCH. 80 (2") BOR	LF	230.00	480.00	0.00	480.00	13.00	0.00	6,240.00
232	CONDUIT (PVC) SCH. 80 (3")	LF	250.00	106.00	0.00	106.00	17.00	0.00	1,802.00
233	CONDUIT (PVC) SCH. 80 (3") BOR	LF	230.00	240.00	0.00	240.00	18.00	0.00	4,320.00
234	CONDUIT (PVC) SCH. 80 (4")	LF	20.00	20.00	0.00	20.00	35.00	0.00	700.00
235	CONDUIT (RM) (1-1/4")	LF	460.00	25.00	0.00	25.00	12.50	0.00	312.50
236	CONDUIT (RM) (2")	LF	200.00	99.00	0.00	99.00	1.20	0.00	118.80
237	CONDUIT (RM) (2") BORE	LF	50.00	0.00	0.00	0.00	20.00	0.00	0.00
238	ELECTRICAL CONDUCTOR (NO. 2) I	LF	186.00	0.00	0.00	0.00	3.50	0.00	0.00
239	ELECTRICAL CONDUCTOR (NO. 4) I	LF	150.00	0.00	0.00	0.00	3.50	0.00	0.00
240	ELECTRICAL CONDUCTOR (NO. 6) B	LF	1,440.00	40.00	0.00	40.00	1.20	0.00	48.00
241	ELECTRICAL CONDUCTOR (NO. 8) I	LF	1,150.00	0.00	0.00	0.00	0.90	0.00	0.00
242	ELECTRICAL CONDUCTOR (NO. 14)	LF	4,450.00	0.00	0.00	0.00	0.30	0.00	0.00
243	GROUND BOX (TYPE 2) (243636) W	EA	4.00	0.00	0.00	0.00	1,700.00	0.00	0.00
244	GROUND BOX (TYPE 2) (162922) W	EA	3.00	2.00	0.00	2.00	875.00	0.00	1,750.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
245	ZINC COATED STEEL WIRE STRAND	LF	480.00	320.00	0.00	320.00	3.50	0.00	1,120.00
246	ZINC COATED STEEL WIRE STRAND	LF	240.00	270.00	0.00	270.00	3.50	0.00	945.00
247	ALUMINUM SIGNS (TYPE A)	SF	57.00	57.00	0.00	57.00	3.50	0.00	199.50
248	INSTALL ISOLATED HWY. TRAFFIS	EA	1.00	0.95	0.00	0.95	11,500.00	0.00	10,925.00
249	INSTALL ISOLATED HWY. TRAFFIS	EA	2.00	1.71	0.00	1.71	19,000.00	0.00	32,490.00
250	BACKPLATE (3-SECTION) 12"	EA	8.00	8.00	0.00	8.00	55.00	0.00	440.00
251	BACKPLATE (4-SECTION) 12"	EA	4.00	4.00	0.00	4.00	150.00	0.00	600.00
252	PEDESTRIAN SIGNAL SECTION (12"	EA	20.00	8.00	0.00	8.00	350.00	0.00	2,800.00
253	VEHICLE SIGNAL SECTION (12") (	EA	4.00	4.00	0.00	4.00	355.00	0.00	1,420.00
254	VEHICLE SIGNAL SECTION (12") (	EA	10.00	10.00	0.00	10.00	355.00	0.00	3,550.00
255	VEHICLE SIGNAL SECTION (12") (	EA	2.00	2.00	0.00	2.00	425.00	0.00	850.00
256	VEHICLE SIGNAL SECTION (12") (	EA	10.00	10.00	0.00	10.00	315.00	0.00	3,150.00
257	VEHICLE SIGNAL SECTION (12") (	EA	18.00	18.00	0.00	18.00	290.00	0.00	5,220.00
258	PEDESTRIAN SIGNAL SECTION (12"	EA	12.00	12.00	0.00	12.00	765.00	0.00	9,180.00
259	TRAFFIC SIGNAL CABLE (TYPE A)	LF	4,410.00	3,715.00	0.00	3,715.00	0.85	0.00	3,157.75
260	TRAFFIC SIGNAL CABLE (TYPE A)	LF	3,110.00	2,285.00	0.00	2,285.00	1.05	0.00	2,399.25
261	TRAFFIC SIGNAL CABLE (TYPE A)	LF	3,250.00	2,020.00	0.00	2,020.00	1.55	0.00	3,131.00
262	TRAFFIC SIGNAL CABLE (TYPE C)	LF	5,200.00	5,225.00	0.00	5,225.00	0.75	0.00	3,918.75
263	TRAFFIC SIGNAL PLATE ASSEMBLY	EA	2.00	2.00	0.00	2.00	6,500.00	0.00	13,000.00
264	TRAFFIC SIGNAL PLATE ASSEMBLY	EA	2.00	2.00	0.00	2.00	15,500.00	0.00	31,000.00
265	PEDESTRIAN POLE INCL FOUNDATI	EA	2.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00
266	PEDESTRIAN DETECTION PUSH BUTT	EA	20.00	20.00	0.00	20.00	175.00	0.00	3,500.00
267	VEHICLE LOOP DETECTORS, SAWCUT	LF	1,770.00	0.00	0.00	0.00	9.00	0.00	0.00
268	REMOVE EXIST. TRAFFIC SIGNALS	EA	1.00	0.00	0.00	0.00	1,200.00	0.00	0.00
269	VIVDS PROECESSOR SYSTEM	EA	2.00	1.00	0.00	1.00	7,500.00	0.00	7,500.00
270	VIVDS CAMERA ASSEMBLY	EA	9.00	4.00	0.00	4.00	1,600.00	0.00	6,400.00
271	VIVDS SET UP SYSTEM	EA	2.00	0.00	0.00	0.00	1,250.00	0.00	0.00
272	VIVDS COMMUNICATION CABLE (CO-	LF	1,790.00	0.00	0.00	0.00	1.20	0.00	0.00

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
273	TRAFFIC CONTROL PLAN& DETOUR	MO	18.00	16.00	1.00	17.00	3,200.00	3,200.00	54,400.00
274	TEMP. CTB DURING BRIDGE CONST.	LF	170.00	170.00	0.00	170.00	75.00	0.00	12,750.00
275	WORK ZN. PVMT. MARKINGS, 4" (W	LF	5,200.00	5,383.00	0.00	5,383.00	0.85	0.00	4,575.55
276	WORK ZN. PVMT. MARKINGS, 4" (Y	LF	26,200.00	11,024.00	0.00	11,024.00	0.90	0.00	9,921.60
277	WORK ZN. PVMT. MARKINGS, 8" (W	LF	100.00	543.00	0.00	543.00	1.85	0.00	1,004.55
278	WK. ZONE PVMT. MARKINGS, 24" (	LF	150.00	206.00	0.00	206.00	8.00	0.00	1,648.00
279	WORK ZONE PVMT. MARKINGS, WORD	EA	7.00	4.00	0.00	4.00	185.00	0.00	740.00
280	WORK ZONE PVMT. MARKINGS, ARRO	EA	10.00	7.00	0.00	7.00	185.00	0.00	1,295.00
281	WELL POINT SYSTEM	LF	4,000.00	618.00	0.00	618.00	20.00	0.00	12,360.00
282	ADDITIONAL COST ABOVE MINIMUM	LF	4,000.00	0.00	0.00	0.00	0.01	0.00	0.00
283	WET SAND CONST. FOR SAN SWR.	LF	1,700.00	0.00	0.00	0.00	15.00	0.00	0.00
284	ADDITIONAL COST ABOVE MINIMUM	LF	1,700.00	0.00	0.00	0.00	0.01	0.00	0.00
285	BYPASS PUMPING, TEMP. MANHOLES	DY	50.00	9.00	0.00	9.00	200.00	0.00	1,800.00
286	OPEN CUT EXIST. DRVWY. TO INST	SY	545.00	400.00	0.00	400.00	45.00	0.00	18,000.00
287	SAW CUT, REMOVE/REPLACE EXIST.	SY	1,848.98	1,848.98	0.00	1,848.98	45.00	0.00	83,204.10
288	SAW CUT, REMOVE/REPLACE EXIST.	SY	644.00	644.00	0.00	644.00	40.00	0.00	25,760.00
289	16" STRIP OF SOD ADJACENT TO B	LF	28,000.00	10,321.00	0.00	10,321.00	0.45	0.00	4,644.45
290	HYDRO-MULCH SEEDING OF R-O-W &	AC	7.00	3.75	0.00	3.75	1,250.00	0.00	4,687.50
291	FILTER FABRIC BARRIER	LF	1,018.00	1,809.00	0.00	1,809.00	1.20	0.00	2,170.80
292	INLET PROTECTION BARRIER	EA	76.00	45.00	0.00	45.00	45.00	0.00	2,025.00
293	PROJECT SIGN	EA	1.00	2.00	0.00	2.00	1,200.00	0.00	2,400.00
294	REMOVE/DISPOSE OF EXIST. TREE/	EA	50.00	78.00	0.00	78.00	450.00	0.00	35,100.00
295	RELOCATE EXIST. CHAIN LINK FEN	LF	937.00	238.00	0.00	238.00	10.00	0.00	2,380.00
296	RELOCATE EXIST. BARB WIRE FENC	LF	212.00	212.00	0.00	212.00	6.50	0.00	1,378.00
297	RELOCATE EXIST. SCHOOL FLASHER	EA	2.00	2.00	0.00	2.00	3,800.00	0.00	7,600.00
				Total Base Contract				**473,474.76**	**8,528,700.90**

Change Order: 1 - Change in Contract

--Continued on Next Page--

From-Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
298C	Construction Surveying Cost	LS	1.00	0.60	0.00	0.60	66,364.50	0.00	39,818.55
299C	Install a Conflict Box	LS	1.00	1.00	0.00	1.00	2,000.00	0.00	2,000.00
300C	Install a Temp. Brick Plug & R	LS	1.00	1.00	0.00	1.00	650.00	0.00	650.00
301C	Additional Traffic Control @ L	LS	1.00	1.00	0.00	1.00	5,724.00	0.00	5,724.00
302CA	Install Low Profile Concrete B	LF	4,800.00	4,800.00	0.00	4,800.00	45.00	0.00	216,000.00
302CB	Relocate Low Profile Concrete	LF	4,200.00	4,200.00	0.00	4,200.00	7.00	0.00	29,400.00
302CC	Remove Low Profile Concrete Ba	LF	4,800.00	0.00	0.00	0.00	10.00	0.00	0.00
				Total Change Order 1				**0.00**	**293,592.55**

Change Order: 2 - Additional Items

303C2	Traffic Control For Detour Wor	LS	1.00	1.00	0.00	1.00	950.00	0.00	950.00
304C2	6" WaterLine Open Cut	LF	18.00	18.00	0.00	18.00	65.00	0.00	1,170.00
305C2	6" WaterLine Trenchless Constr	LF	50.00	50.00	0.00	50.00	100.00	0.00	5,000.00
306C2	12" WaterLine Trenchles Constr	LF	408.00	188.00	161.00	349.00	86.00	13,846.00	30,014.00
307C2	3" Pump for Storm Sewer Bypass	DAY	5.00	5.00	0.00	5.00	450.00	0.00	2,250.00
308C2	6" Pump for Pond/Storm Sewer B	DAY	10.00	10.00	0.00	10.00	800.00	0.00	8,000.00
				Total Change Order 2				**13,846.00**	**47,384.00**

Change Order: 3 - Additional Items

309C3	Relocate Gas Meter @ Sta 78+70	LS	1.00	1.00	0.00	1.00	4,565.00	0.00	4,565.00
310C3	SS Bypass Pumping w/ 3" Pump	DAY	11.00	11.00	0.00	11.00	450.00	0.00	4,950.00
311C3	SS Bypass Pumping w/ 6" Pump	DAY	27.00	27.00	0.00	27.00	800.00	0.00	21,600.00
312C3	18" SS Inside 30" Steel Casing	LS	1.00	1.00	0.00	1.00	19,537.70	0.00	19,537.70
				Total Change Order 3				**0.00**	**50,652.70**

Change Order: 4 - Additional Items

313C4	Remove & Dispose of 48" RCP	LF	180.00	274.00	0.00	274.00	9.00	0.00	2,466.00
314C4	Install Brick Plug on 7' x 4'	LS	1.00	1.00	0.00	1.00	795.00	0.00	795.00
315C4	18" SET 6:1 Slope	EA	2.00	2.00	0.00	2.00	875.00	0.00	1,750.00
316C4	Fence Relocation at Lift Stati	LS	1.00	1.00	0.00	1.00	1,620.00	0.00	1,620.00
317C4	Junction Box for Dual 15" RCP	EA	2.00	5.00	0.00	5.00	1,410.00	0.00	7,050.00
318C4	Add to Modify BB Inlet for Dua	EA	2.00	2.00	0.00	2.00	550.00	0.00	1,100.00
319C4	Add Junctuion Box For 24" RCP	EA	10.00	4.00	0.00	4.00	1,260.00	0.00	5,040.00
				Total Change Order 4				**0.00**	**19,821.00**

Change Order: 5 - Change in Contract

--Continued on Next Page--

From Contractor : Triple B Services, L.L.P.
820 Old Atascocita Road
Huffman, TX 77336
(281)324-3264

Pay Application	Date	Invoice Number	Contract
19	09/30/2008	06-106919	PO 04300003537

To Owner : Fort Bend County
c/o Carter & Burgess, LLC
Attn: David Balmos
55 Waugh Dr
Houston, TX 77007

Project : 06-1069 - 5th Street Paving/Drainage
5th Street

Item	Description	UOM	Estimated Quantity	Previous Quantity	Current Quantity	To Date Quantity	Unit Price	Current Amount	To Date Amount
320C5	INSTALL 4' CHAIN LINK FENCE @	LF	54.00	0.00	0.00	0.00	42.50	0.00	0.00
321C5	LOWERING STORM DRAIN BOX	LS	1.00	1.00	0.00	1.00	35,030.00	0.00	35,030.00
322C5	RFI 126 - 18" FORCE MAIN OFFSE	LS	1.00	1.00	0.00	1.00	19,241.01	0.00	19,241.01
				Total Change Order 5				**0.00**	**54,271.01**
				Total Contract and Change Orders				**487,320.76**	**8,994,422.16**

Billing Summary for Contract 06-1069

	Current	To Date
Total Completed:	487,320.76	8,994,422.16
Stored Material To Date:	0.00	0.00
Sales Tax:	0.00	0.00
Less Retainage:	0.00	543,791.74
Balance:	487,320.76	8,450,630.42
Less Previous Payments:		7,963,309.66
Less Back Charges:		
Total Due This Invoice:	487,320.76	487,320.76

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HARRIS

Triple B Services, L.L.P. performed certain improvements to real property located in Harris County, Texas, which improvements are described as follows:

Engineer's Project # PO 04300003537 5th Street Paving/Drainage

In consideration of payment of FOUR HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED TWENTY & 76/100 ($ 487,320.76) and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contractor or any constitutional lien that the undersigned my have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the construction of such improvements on the property have been fully paid and satisfied, in accordance to our terms and conditions with our vendors and subcontractors, and undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said property arising out of any bills for material or labor in connection with the construction of said improvements thereon, undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Contractor: Triple B Services, L.L.P.

Date: 9/29/2008 By: Donna M. Burke

Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donna M. Burke, known to be the acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of September, 2008.

Tiffany Galvan

My Commission Expires: (SEAL) Notary Public in and for the State of Texas

TIFFANY GALVAN
Notary Public, State of Texas
My Commission Expires
January 12, 2011

File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 19.doc

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS

COUNTY OF HARRIS

Donna M. Burke being first duly sworn states that she is the Sr. Project Administrator of Triple B Services, L.L.P. of Harris County of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished labor for Ft. Bend County hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "CONTRACT") for the construction of:

5th Street Paving/Drainage
Engineer's Project # PO 04300003537

That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid in full (with the exception of the attached invoice) prior to acceptance of payments for the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract, and

That no claims have been made or filed upon the payment bond,

That the Company has not received any claims or notice of claims from the subcontractor, materialmen and suppliers.

Contractor: Triple B Services, L.L.P.

Date: 9/29/2008

By: Donna M. Burke

Donna M. Burke, Sr. Project Administrator

STATE OF TEXAS

COUNTY OF HARRIS

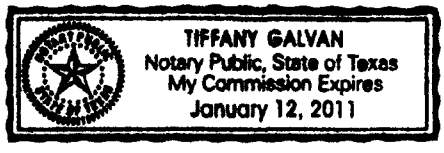
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donna M. Burke, known to be the acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of September, 2008.

Tiffany Galvan

My Commission Expires: (SEAL)

Notary Public in and for the State of Texas



File: F:\Projects\06-1069\Pay Estimates\APPLICATION AND CERTIFICATE FOR PAYMENT 19.doc

13 F

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Invoice No. 9350R (Pay Estimate No.3) in the amount of $24,535.00 to IDCUS, Inc. dba IDC, Inc. regarding the expansion of Harlem Road, Mobility Bond Project #725, Precinct 3. (Fund: Mobility Bonds: Lawson P.O.# 13273

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:
- Completely fill out agenda form: incomplete forms will not be processed.
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☐	Budget Officer	(281-344-3954)	☐	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☐	Comm. Pct. 3	(281-242-9060)
☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

IDC

Planners – Engineers – Program Managers

11111 Wilcrest Green
Suite 250
Houston, Texas 77042

Tel: (713) 541-5591
Fax: (713) 541-3501

HARLEM ROAD
N. of US90A to Plantation Drive
INVOICE: IDC
PER PHASE

Project No.: 725
Purchase Order No. 13273

DATE: 7/31/2008
Rev 8/22/08

INVOICE: No. 9350R (Inv #5)

TASK DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
I. Project Management					
A. Meetings & County Coord	$7,533	70.0%	$5,273	$3,767	$1,507
B. Invoice & Progress Reports	$7,001	70.0%	$4,901	$3,501	$1,400
C. Coord w/ Subs	$10,987	75.0%	$8,240	$6,592	$1,648
D. QC/QA	$6,906	20.0%	$1,381		$1,381
SUBTOTAL TASK	**$32,427**	**61.0%**	**$19,795**	**$13,859**	**$5,936**
II. Route/Alignment Study					
A. Data Collect & Field Recon	$6,944	90.0%	$6,250	6,250	$0
B. Typ Sect/Horiz & Vert Algn	$11,764	75.0%	$8,823	8,823	$0
C. Alternative Analysis	$10,909	100.0%	$10,909	8,182	$2,727
D. Select Preferred Alternative	$7,592	50.0%	$3,796		$3,796
E. Intersect Layout	$4,780	50.0%	$2,390	2,390	$0
F. Culvert Layouts	$4,876		$0		$0
G. Utility Coord	$5,428	20.0%	$1,086	1,086	$0
H. ROW Determination	$5,686	50.0%	$2,843	2,843	$0
I. Cross-Sections	$4,569		$0		$0
J. Cost Estimate	$3,824		$0		$0
SUBTOTAL TASK	**$66,372**	**54.4%**	**$36,096**	**$29,573**	**$6,523**
III. Preliminary Engineering Report					
A. Draft PER	$11,574		$0		$0
B. Court Presentation	$2,119		$0		$0
C. Final PER	$5,132		$0		$0
SUBTOTAL TASK	**$18,825**	**0.0%**	**$0**	**$0**	**$0**
IV. Surveys					
A. Control	$4,108	100.0%	$4,108	$4,108	$0
B. Topo & Utility	$23,282	100.0%	$23,282	$23,282	$0
SUBTOTAL TASK	**$27,390**	**100.0%**	**$27,390**	**$27,390**	**$0**
V. Drainage Report					
A. Detention Alternatives Analysis	$26,375	85.0%	$22,419	$22,419	$0
B. H & H Anaylsis	$10,470	85.0%	$8,900	$5,235	$3,665
C. Prepare Report	$15,200	85.0%	$12,920	$7,600	$5,320
SUBTOTAL TASK	**$52,045**	**85.0%**	**$44,238**	**$35,254**	**$8,985**
VI. Geotechncial Investigation					
A. Field Work	$3,620	90.0%	$3,258	$3,620	-$362
B. Lab Analysis	$3,700	90.0%	$3,330	$1,850	$1,480
C. Prepare Report	$2,030	90.0%	$1,827	$203	$1,624
SUBTOTAL TASK	**$9,350**	**90.0%**	**$8,415**	**$5,673**	**$2,742**
LABOR COSTS					
Subtotal (IDC)	$117,624	47.5%	$55,891	$43,432	$12,459
Subtotal (LTC)	$27,390	100.0%	$27,390	$27,390	$0
Subtotal (EHRA)	$52,045	85.0%	$44,238	$35,254	$8,985
Subtotal (TWEI)	$9,350	90.0%	$8,415	$5,673	$2,742
TOTAL LABOR	**$206,409**	**65.9%**	**$135,935**	**$111,749**	**$24,186**
Total All Firms	$206,409	65.9%	$135,935	$111,749	$24,186
DIRECT COSTS					
IDC	$2,323	25.0%	$581	$232	$349
TOTAL DIRECT COSTS	**$2,323**	**25.0%**	**$581**	**$232**	**$349**
TOTALS					
Labor	$206,409	65.9%	$135,935	$111,749	$24,186
Direct Costs	$2,323	25.0%	$581	$232	$349
TOTAL CONTRACT	**$208,732**	**65.4%**	**$136,515**	**$111,981**	**$24,535**

OK
BOA

IDC

Planners – Engineers – Program Managers

11111 Wilcrest Green
Suite 250
Houston, Texas 77042

Tel: (713) 541-5591
Fax: (713) 541-3501

HARLEM ROAD
N. of US90A to Plantation Drive
INVOICE: IDC
PER PHASE

Project No.: 725
Purchase Order No. 13273

DATE: 7/31/2008
Rev 8/22/08

INVOICE: No. 9350R (INV #3)

TASK DESCRIPTION	CONTRACT AMOUNT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
I. Project Management					
A. Meetings & County Coord	$7,533	70.0%	$5,273	$3,767	$1,507
B. Invoice & Progress Reports	$7,001	70.0%	$4,901	$3,501	$1,400
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SUBTOTAL TASK	**$52,045**	**85.0%**	**$44,238**	**$35,254**	**$8,985**
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TOTALS					
Labor	$206,409	65.9%	$135,935	$111,749	$24,186
Direct Costs	$2,323	25.0%	$581	$232	$349
TOTAL CONTRACT	**$208,732**	**65.4%**	**$136,515**	**$111,981**	**$24,535**

OK

IDC

Planners - Engineers - Program Managers

August 21, 2008

Mr. D. Jesse Hegemier, P.E.
Fort Bend County Engineer
1124 Blume Road
Rosenberg, Texas 77471

Re: Billing Period No. 2 & 3
IDC Invoice No. 9338R & 9350R
Services Through July 2008
Purchase Order No. 13273
Project No. 725
Harlem Road from North of US 90A to Plantation Dr.

Dear Mr. Hegemier:

Enclosed are revised invoices for services performed for June 2008 and July 2008. Two copies of the following documents are attached:

- ~~Invoice No. 9338R (Inv. #2)~~
- Invoice No. 9350R (Inv. #3)

Sincerely,

Larry Janak, P.E.
Executive Vice President

Cc: Mark Dessens – Schaumburg & Polk, Inc.

11111 Wilcrest Green, Suite 250, Houston, Texas 77042 • Tel: (713) 541-5591 • Fax: (713) 541-3501

13G

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No.7000792 (Pay Estimate No.3) in the amount of $16,037.14 to Bury + Partners-Houston, Inc. regarding the expansion of West Bellfort, Mobility Bond Project #741, Precinct 3. (Fund: Mobility Bonds) Lawson P.O.#13118

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Bury+Partners
ENGINEERING SOLUTIONS

September 11, 2008

Project No. 70193-001

Mr. Mark Dessens, P.E.
Engineering Manager
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, Texas 77079

Re: 2007 Fort Bend County Mobility Program
West Bellfort, Harlem Road to State Highway 99

Dear Mr. Dessens:

Bury+Partners-Houston, Inc. (Bury) is pleased to submit Invoice No. 4 for the above referenced project. Below is a project breakdown associated with a brief project status regarding the fourth invoice:

1. LAN is 80% complete with the drainage impact analysis.
2. LAN is 100% complete with the Traffic Signal Warrant Analysis.
3. Weisser is 100% complete with the survey.
4. Bury has completed the draft PER and submitted three copies to you on September 4, 2008.

If there are any questions or concerns, please do not hesitate to contact me.

Sincerely,

for Bill Pedersen

W.R (Bill) Pedersen, P.E.
Vice President/Director of Engineering

WRP/jl

I:\70193\001\PER\SPI Invoice Update\SPI Invoice Update 09-11-08.doc

BURY+PARTNERS-HOU, INC.
1001 West Loop South, Suite 200
Houston, Texas 77027

TEL (713) 212-0011
FAX (713) 212-0010

www.burypartners.com

Bury + Partners
ENGINEERING SOLUTIONS

Fort Bend County

Date: 08/31/08
Invoice #: 000007000792
Professional Services through August 29, 2008
Project 7019301: West Bellfort & Harlem

2007 Fort Bend County Mobility Program
West Bellfort, Harlem to SH 99
Fort Bend County Project NO. 741
Work Order #1 PER

Invoice to be mailed to SPI for processing:
Schaumburg & Polk, Inc.
11767 Katy Freeway, Suite 900
Houston, TX 77079

Project Number 741, Purchase Order Number 13118

Phase No.	Description	Fee Basis	Approved Contract Amount	Percent Complete	Total Invoiced To-Date	Less Previously Invoiced	Current Invoice Amount
00	Preliminary Engineering	Lump Sum	114,551.00	95.00%	108,823.45	92,786.31	16,037.14
871	Drainage Study - LAN	Lump Sum	27,000.00	80.00%	21,600.00	21,600.00	0.00
872	Mason Road Warrant - LAN	Lump Sum	6,500.00	100.00%	6,500.00	6,500.00	0.00
89	Reimbursables	Lump Sum	0.00	N/A	0.00	0.00	0.00
95	Survey - Weisser	Lump Sum	41,174.00	100.00%	41,174.00	41,174.00	0.00
	Subtotal		**189,225.00**		**178,097.45**	**162,060.31**	**16,037.14**
				Total this Invoice			**$16,037.14**

William Pedersen

OK
DHH

Outstanding Invoices

Number	Date	Balance
7000778	7/31/08	69,175.36
7000792	8/31/08	16,037.14
Total		**85,212.50**

13 H

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. 5376 (Pay Estimate No.3) in the amount of $8,149.90 to Othon, Inc. regarding expansion of Ransom Road (from River Park to Main Street in FBC and Richmond, Texas), Mobility Bond Project #747, Precinct 1. Lawson P.O.#15769

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

OTHON

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

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

CONSULTING ENGINEERS
Civil, Transportation, Environmental,
Construction Management

September 3, 2008

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

Attn: D. Jesse Hegemier

Sequence No.	3
P.O. No.	15769
Invoice No.	5376
Project:	Ransom Rd. Widening, Pct. 1.
Project No.	08229846
FBC Project No.	747
SPI N0.	300701.08

Engineering Services through August 31, 2008
Ransom Road: From River Park to Main Street in Fort bend County and Richmond Texas

Contract Limits	Percent Complete	Invoiced to Date	Previously Invoiced	Amount of Invoice
WA #1 Presentation to Court $5,000.00	20%	1,000.00	$0.00	$1,000.00
PER Update $24,186.00	85%	20,558.10	$16,930.20	$3,627.90
WA #2 Richmond Extension Analysis $9,205.00	22%	2,025.10	$0.00	$2,025.10
WA #3 TIA/Traffic Analysis $29,938.00	5%	1,496.90	$0.00	$1,496.90

Total Due This Invoice **$8,149.90**

OK
DSH

Thank You
Othon,Inc.

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

PLEASE RETURN A COPY OF THE INVOICE WITH PAYMENT.

RANSOM ROAD

WORK AUTHORIZATION # 1, #2, #3

AUGUST PROGRESS REPORT

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of engineering services to be provided by the Engineer shall consist of completing the project engineering for widening approximately 2.7 miles of Ransom Road in Fort Bend County, Texas. The engineering services FOR Work Authorization #1 shall be for the PER update and the preparation of a power point presentation to the Fort Bend County Commissioners Court. The engineering services for Work Authorization #2 shall be to evaluate alternative designs for the intersection of Ransom Road at Loop 762 in Richmond, Texas. Work Authorization #3 shall be to prepare a TIA for the proposed courthouse complex to be constructed by Fort Bend County on Ransom Road in Richmond, Texas and prepare a traffic analysis for alternate designs for the intersection of Ransom Road at Loop 762.

Engineering Services:

WA #1- 85% Complete

Continued coordination with County prime consultant (SPI). Met with representatives of the Wessendorff Estate.

Schematic update complete except for possible modifications from Commissioners after presentation.

The power point presentation is awaiting input from the traffic analysis.

WA #2 – 100% Complete

Met and discussed the alternate designs with Fort Bend County and TxDOT.

Report completed and submitted to Fort Bend County.

WA #3 – 5% Complete

Held kickoff meeting and coordinated with ETSI.

Gathered data for ETSI

PROPOSED TASKS

WA #3 is scheduled to be completed in October, 2008. WA #1 will proceed after completion of WA #3.

13 I

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Payment of Invoice No. #808255 (Pay Estimate No.5) in the amount of $18,550.00 to Klotz Associates regarding the expansion of Harlem Road (SH99 to Beechnut), Mobility Bond Project #727, Precincts 3&4. (Fund: Mobility Bonds) Lawson P.O.#13291

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Mr. Jesse Hegemier, PE
Fort Bend County Engineer
Fort Bend County
1124 Blume Road
Rosenberg, TX 77471

Date: September 5, 2008
Project No: 0262.015.000
Invoice No: 808255

INVOICE

For Professional Services rendered from July 16, 2008 to August 15, 2008 in connection with:

Fort Bend County Harlem Road - SH 99 To Beechnut FBC Project No. 727
Work Authorization No.1 Alignment Study & Report FBC PO No. 13291

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Lump Sum Fee	$157,300.00	66.83	$105,125.00	$86,575.00	$18,550.00
	$157,300.00		$105,125.00	$86,575.00	$18,550.00

Total Due this Invoice **$18,550.00**

klotz associates

1160 Dairy Ashford, Suite 500
Houston, Texas 77079
T 281.589.7257 F 281.589.7309
houston.office@klotz.com

Monthly Progress Report

For Period through August 15, 2008

Fort Bend County Mobility Program

Project: Harlem Road - from SH 99 to Beechnut
FBC Project No. 727
PO# 13291
Work Authorization No. 1

Date: August 25, 2008

Progress Report No.: 5

Klotz Associates Project No.: 0262.015.000

Prepared By: W. Edward Conger, P.E.

Description of Project:
Work Authorization No. 1 - Alignment Study and Report for Harlem Road from SH 99 to Beechnut.

Status, previous meetings, and /or deliverables; reasons for delays; problems, issues, etc.:

1. Fort Bend Co. Commissioners' Court Approval of Contract on 02-12-08.
2. Work Authorization No. 1 executed by FBC Engineering on 04-10-08.
3. NTP effective with SPI letter dated 04-14-08.
4. Surveyor continues additional survey.
5. Continue Alignment Study development.
6. Met with SPI, FBC Maintenance and FBC Pct#4 Commissioner Patterson and Meyers on 8-08-08 to review ROW and FBCMaintenance requirements for the project

Percent complete of budget and of authorized scope of work for Design Services:

	Contract Amount	% Complete	Previous Invoice	Current invoice
Contract WA #1	$ 157,300.00	66.83%	$86,575.00	**$ 18,550.00**

Action required from Project Manager / Fort Bend County:

1. None.

Overall schedule/milestones, upcoming meeting dates, upcoming deadlines, etc.:
See attached project schedule.

30 day plan:

1. Surveyor to complete additional survey based on updated ROW maps
2. Complete Alignment Study and begin draft report based on information available.
3. Prepare draft presentation for FBC Commissioners

Earned Value Summary No 5 - Through August 15, 2008
Work Authorization No. 1
PROJECT NAME: Fort Bend County - Harlem Road - SH 99 to Beechnut
FBC PROJECT NUMBER: 727 PO No: 13291

Consultant: KLOTZ ASSOCIATES, INC.
KAI Project No: 0262.015.000

TASK DESCRIPTION	KAI Budget Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Project Management					
SubTotal Project Management	$13,537.52	65.00%	$8,799.39	$7,851.76	$947.63
Draft Study & Report					
SubTotal Draft Study & Report	$76,540.90	65.00%	$49,751.59	$32,147.18	$17,604.41
Commissioners Court Presentation					
SubTotal Commissioner's Court Presentation	$5,784.98	0.00%	$0.00	$0.00	$0.00
Final Study & Report					
SubTotal Final Study & Report	$4,668.96	0.00%	$0.00	$0.00	$0.00
BASIC SERVICES - Direct Expenses	$1,967.64	0.00%	$0.00	$0.00	$0.00
SUBTOTAL BASIC SERVICES - Klotz Associates	$102,500.00	57.12%	$58,550.98	$39,998.94	$18,552.03
SUBCONSULTANT SERVICES - SURVEY Weisser Engineering Co.					
TOTAL SUBCONSULTANT SERVICES	$54,800.00	85.00%	$46,580.00	$46,580.00	$0.00
SUBTOTAL - BASIC SERVICES -Klotz Assoc.	$102,500.00	57.12%	$58,550.98	$39,998.94	$18,552.03
SUBTOTAL - SUBCONSULTANT SERVICES	$54,800.00	85.00%	$46,580.00	$46,580.00	$0.00
TOTAL Fees Earned	$157,300.00	66.83%	$105,130.98	$86,578.94	$18,552.03
TOTAL Fees Billed	$157,300.00	66.83%	$105,125.00	$86,575.00	$18,550.00

13 J

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ **$** _____

Name: _____

PERFORMANCE BOND

KO 7206422 **$** 6,227.00

Name: ECO Resources, Inc.

CASHIER'S CHECK

_____ **$** _____

Name: _____

RIDER TO BOND

_____ **$** _____

Name: _____

PERMIT NUMBER (name or location:

83436 Sugar Land Howell

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: ECO Resources Inc.

Address: 12535 Reed Rd.

City/State/Zip: Sugarland, Tx. 77478
#Eddie Trail

AGREED:

_____
FORT BEND COUNTY ENGINEER

_____
COMMISSIONER, PRECINCT# _____

COURT APPROVED: 10-7-08 **#** 13J

DATE OF RETURN: _____

BY: Sherry Fair

DEPUTY COUNTY CLERK

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

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

October 8, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on October 7, 2008 #13J for the following:

BOND#	K07206422 $6,227.00
PRINCIPAL	Eco Resources Inc.
SURETY	Westchester Fire Insurance Company
CONSTRUCTION PROJECT	Sugar Land Howell
RELEASE TO	Eco Resources Inc. Attn: Eddie Trail 12535 Reed Rd. Sugar Land TX 77478

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

13K

COUNTY OF FORT BEND

Engineering Department

P.O. Box 1449
Rosenberg, TX 77471

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: 281-342-3039

RELEASE AUTHORIZATION

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

Check one or more documents per project

PERPETUAL BOND

_____ $ _____

Name: _____

PERFORMANCE BOND

6298129 $ 5,000.

Name: Crosstex Gulf Coast Transmission, Ltd.

CASHIER'S CHECK

_____ $ _____

Name: _____

RIDER TO BOND

_____ $ _____

Name: _____

PERMIT NUMBER (name or location:

82951 Evans, Beadle Lane, Lateral IIFF

RELEASE DOCUMENT (S) TO THE FOLLOWING:

Name: Crosstex Energy Services, LP

Address: 2501 Cedar Springs Rd. Suite 100

City/State/Zip: Dallas, Tx. 75201

Mark Jordan

AGREED:

_____

FORT BEND COUNTY ENGINEER

_____

COMMISSIONER, PRECINCT# _____

COURT APPROVED: 10-7-08 # 13K

DATE OF RETURN: _____

BY: _____

DEPUTY COUNTY CLERK

FORT BEND COUNTY CLERK

301 Jackson St., Richmond, TX 77469-3108 (Main)
303 Texas Parkway, Missouri City, TX 77459 (Branch)
(281) 341-8685
www.co.fort-bend.tx.us

DIANNE WILSON
COUNTY CLERK

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

October 8, 2008

NOTIFICATION OF RELEASE OF BOND

A release order has been issued by the Fort Bend County Commissioners Court on October 7, 2008 #13K for the following:

BOND#	6298129	$5,000.00
PRINCIPAL	Crosstex Gulf Coast Transmission Ltd	
SURETY	Safeco Insurance Company	
CONSTRUCTION PROJECT	Evans, Beadle Lane, Lateral IIFF	
RELEASE TO	Crosstex Energy Services LP Attn: Mark Jordan 2501 Cedar Springs Rd. Suite 100 Dallas TX 75201	

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

Sherry Fisk

Sherry Fisk
Admin. Services Coord.

cc: Mary Jane Sowa, Fort Bend County Engineering

13 L

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of OCTOBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of DEVON STREET HOMES

Job Location MILLWOOD PASS CIRCLE

Dated 09/17/08 Bond No. LLI2093500 Permit No. 83581

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

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 10-7-08 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiser
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083581

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

__X__ (1) Complete Application Form.

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

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

- __X__ Perpetual bond currently posted.
  No. LLI2093500
  Amount $50,000.
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 09/17/2008
Johnny Ortega CFM/ Permit Administrator — Date

(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION
P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

APPLICANT INFORMATION Application No. 83581 (County Use Only)

Applicant Name Devon Street Homes

Applicant Mailing Address 4550 Post Oak Place Dr., Suite 120

City Houston State Texas Zip 77027

Home Phone _____ Daytime Phone 713-539-0192

Property Owner's Name same Phone _____

Property Owner's Mailing Address same

City same State _____ Zip _____

LOCATION OF PROPERTY

Subdivision Waterview Estates Sec 10 Lot 13 Blk 1

Physical Address 5218 Millwood Pass Circle

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section ☑ Driveway - Open Ditch Section ☐

Culvert Only ☐

DRIVEWAY REQUIREMENTS

Length *20' minimum and 40' maximum* Number of drives 1

(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on web site www.co-fort-bend.tx.us

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*
- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms, provisions and conditions of the permit and any other written material incorporated by reference in this application.*
- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**
- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Stephen Kay 9/11/08
Signature of Applicant, Agent or Attorney **Date**

Stephen Kay
Printed Name

*CITY ORDINANCES
**RESTRICTIVE COVENANTS
***BUILDER GUIDELINES
UE = UTILITY EASEMENT
AE = AERIAL EASEMENT

BL = BUILDING LINE
PL = PROPERTY LINE

IRON FENCE —I—
WOOD FENCE —//—
OVERHEAD UTILITIES —U—

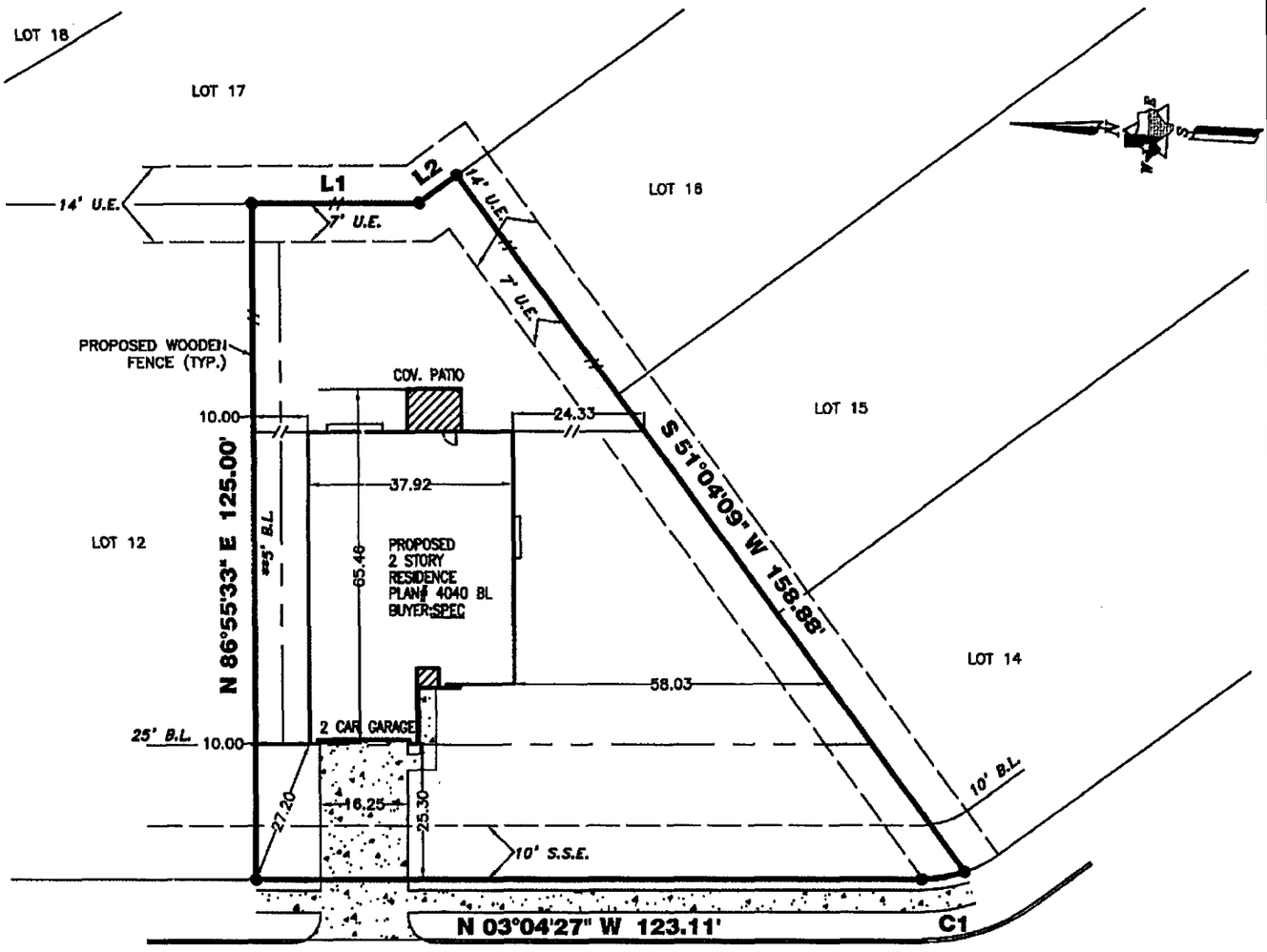
LEGEND

BUILDING LINE — — —
ESMT LINE — — — —
AERIAL ESMT —·—·—

SSE = SANITARY SEWER ESMT.
WLE = WATERLINE EASEMENT
ROW = RIGHT OF WAY

PUE = PUBLIC UTILITY ESMT.
PAE = PERMANENT ACCESS ESMT.
MUE = MUNICIPAL UTILITY ESMT.

SCALE 1"=30'
15' 15' 30'



L1
S 03°04'27" E 31.00'

L2
S 38°55'51" E 8.69'

C1
R=25.00'
L=8.15'
C=8.11'
CB=N 12°24'30" W

5218 MILLWOOD PASS CIRCLE (50' R.O.W.)

LOT COVERAGE		
SLAB=	1978	SQ.FT.
DRIVE=	422	SQ.FT.
IN-TURN DRIVE=	204	SQ.FT.
PUBLIC WALKS=	470	SQ.FT.
PRIVATE WALKS=	53	SQ.FT.
COVERED PATIO=	80	SQ.FT.
TOTAL=	3207	SQ.FT.
LOT=	10885	SQ.FT.
COVERAGE=	23	%

SOD		
FRONT YARD=	666	SQ.YD.
REAR YARD=	262	SQ.YD.
SOD IN ROW=	92	SQ.YD.
TOTAL SOD AREA=	1020	SQ.YD.
FENCE		
TOTAL FENCE=	175	LIN. FT.

PROPERTY INFORMATION

LOT 13 BLOCK 1 SECTION 10

SUBDIVISION:
WATERVIEW ESTATES SEC. 10

RECORDING INFO:
PLAT NO. 20080063, PLAT RECORDS, FORT BEND COUNTY, TEXAS

PLAN INFORMATION

PLAN NUMBER 4040 BL

PLAN OPTIONS:
- COVERED PATIO

FLOOD INFORMATION

F.I.R.M. NO: 48157C PANEL: 0115J
REVISED DATE: 1-3-97 ZONE: "X"

FLOOD INFORMATION PROVIDED HEREON IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE FLOOD INSURANCE RATE MAPS. THE INFORMATION SHOULD BE USED TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS. WE ARE NOT RESPONSIBLE FOR THE F.I.R.M.'S ACCURACY.

NOTES:

ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.

NOTE: PROPERTY SUBJECT TO RECORDED RESTRICTIONS, REGULATIONS, & ORDINANCES, IF ANY.

RESTRICTIVE COVENANTS AND EASEMENTS AS DEFINED PER PLAT NO. 20080063, P.R.F.B.C.TX., F.B.C. FILE NOS. 2004051859, 2004133762, 2007048797, 2008009939, 2008045109, 2008055622, CITY OF HOUSTON ORDINANCE 85-1878 PER H.C.C.F.#N-253886 AND CITY OF HOUSTON ORDINANCE 89-1312 PER H.C.C.F.#M-337573 AND AMENDED BY CITY OF HOUSTON ORDINANCE 1999-262.

(#) THE MINIMUM SLAB ELEVATION SHALL BE 95.5 FEET ABOVE MEAN SEA LEVEL. IN ADDITION TO THE MINIMUM SLAB ELEVATION, NO FLOOR SLAB S HALL BE LESS THAN 18 INCHES ABOVE NATURAL GROUND PER RECORDED PLAT NOTE # 11A.

THIS PLOT PLAN DOES NOT ADDRESS ANY EAVES, GUTTERS OR OTHER OVERHANGING STRUCTURE FEATURES, WHICH MAY PROTRUDE OVER BOUNDARY, EASEMENT AND/OR BUILDING LINES, UNLESS OTHERWISE SHOWN HEREON

ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES (INCLUDING CITY OF HOUSTON), IF ANY, THAT AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED.

OWNER/BUILDER MUST VERIFY MINIMUM PROPOSED FINISHED FLOOR REQUIREMENTS OF F.E.M.A. AND/OR LOCAL GOVERNMENT AUTHORITIES, INCLUDING APPLICABLE BENCHMARK DATUM AND ADJUSTMENT, PRIOR TO PLANNING AND/OR CONSTRUCTION.

THIS PLOT PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AT THE REQUEST OF DEVON STREET HOMES AND MAY NOT SHOW ALL ENCUMBRANCES OF RECORD. THE BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, RESTRICTIONS AND ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY PRIOR TO STARTING CONSTRUCTION. THIS PLOT PLAN DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. SURVEYOR RECOMMENDED A CURRENT TITLE REPORT SHOULD HAVE BEEN OBTAINED.

DRAWING INFORMATION

ADDRESS: 5218 MILLWOOD PASS CIRCLE
TT JOB NO: DS182-08
CLIENT JOB NO: N/A
DRAWN BY: MB
BEARING BASE: REFERRED TO PLAT NORTH
DATE: 09-09-08

REVISIONS

NO.	DATE	REASON	BY

DEVON STREET HOMES

PLOT PLAN

THIS IS NOT A BOUNDARY SURVEY

TRI-TECH SURVEYING COMPANY, L.P.
WWW.SURVEYINGCOMPANY.COM
10401 Westoffice Drive Phone: (713) 667-0800
Houston Texas, 77042 Fax: (713) 667-4610

© 2008, TRI-TECH SURVEYING COMPANY, L.P.

i:\2008\Devon Street Homes\Plot Plans\DS182-08P.dwg, Plot Plan Border, 9/9/2008 9:44:15 AM, cis

13 m

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of OCTOBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of HURTADO CONSTRUCTION COMPANY

Job Location WILLOW FORK CHANNEL

Dated 09/17/08 Bond No. 6596491 Permit No. 83579

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

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By _____
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 10-708 Minutes of Commissioners Court.

Clerk of Commissioners Court
By _____
Deputy

(REVISED 5/30/08)

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

BOND NO 6596491

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Hurtado Construction Company **whose address is** 2115 Center St., Richmond, TX 77469, **Texas, hereinafter called the Principal, and** First National Insurance Company of America, **a Corporation existing under and by virtue of the laws of the State of** Washington **and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at , whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is** Beatrice Casarez **and whose address is** 750 N. St. Paul St., #2900, Dallas, TX 75201, **hereinafter called the Surety, and held and firmly bound unto, James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, in the full sum of Dollars ($** 59,000.00 **) current, lawful money of the United States of America, to be paid to said James C. Adolphus, County Judge of Fort Bend County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.**

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

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity;

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with minimum requirements and conditions of the above mentioned Commissioners' Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 28th **day** August **of , 20** 08 **.**

Hurtado Construction Company
PRINCIPAL

BY

First National Insurance Company of America
SURETY

BY Jo Ann Parker Attorney-in-Fact

HOUSTOUN, WOODARD, EASON, GENTLE,
TOMFORDE, AND ANDERSON, INC.
dba Insurance Alliance
1776 Yorktown, Suite 200
Houston, Texas 77056-4114
TDI License #1381 FEIN # 760362043

Safeco

POWER OF ATTORNEY

First National Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 9197

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA,** a Washington corporation, does hereby appoint

**********C. W. ADAMS; HARLAN J. BERGER; SHARON CAVANAUGH; MICHAEL COLE; CHERYL R. COLSON; ANDREW J. JANDA; SUE KOHLER; JO ANN PARKER; LELAND L. RAUCH; DONALD E. WOODARD, JR.; Houston, Texas*********

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 9th day of July, 2008.

Stephanie Daley-Watson — **STEPHANIE DALEY-WATSON, SECRETARY**

T A Mikolajewski — **TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY**

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

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

this 28th day of August, 2008.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA — CORPORATE SEAL — 1926 — STATE OF WASHINGTON

Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

S-1049/DF 4/05

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WEB PDF

Figure: 28 TAC §1.601(a)(3)

1 **IMPORTANT NOTICE**	**AVISO IMPORTANTE**
To obtain information or make a complaint:	Para obtener información o para someter una queja:
2 You may contact Home Office Surety at 1-206-473-3799	Usted puede contactar a servicio de la oficina principal de Safeco Surety al: 1-206-473-3799
3 You may call (company)'s toll-free telephone number for information or to make a complaint at:	Usted puede llamar al número de teléfono gratis de (company)'s para información o para someter una queja al:
(800) 472-5357 Surety Option #7	**(800) 472-5357 Surety Opción De #7**
4 You may also write to Safeco Insurance Company at: Safeco Plaza Seattle, WA 98185	Usted también puede escribir a Safeco Insurance Company Safeco Plaza Seattle, WA 98185
5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:	Puede comunicarse con el Departmento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:
(800) 252-3439	**(800) 252-3439**
6 You may write the Texas Department of Insurance: P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us	Puede escribir al Departamento de Seguros de Texas: P.O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771 Web: http://www.tdi.state.tx.us E-mail: ConsumerProtection@tdi.state.tx.us
7 **PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.	**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).
8 **ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.	**UNA ESTE AVISO A SU POLIZA:** Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

S-6128/SA 7/07

XDP

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083579

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

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

_____ (2) Bond: _____
District Attorney, approval when applicable.
- _____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. 6596491
  Amount $59,000.
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

9/16/08 (4) David Glaeser
Drainage District Approval when applicable

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

_____ 09/09/2008
Johnny Ortega CFM, Permit Administrator — Date
(REVISED 5/30/08)

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

APPLICANT'S JOB NO. _____

PERMIT No. 83579 PCT. No. 3

BOND No. 6596491

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored:	Jacked:	Driven:	Cased
WILLOW FORK CHANNEL	0.3 MILES W-NW OF INTERSECTION OF N. FIRETAGNAR RD. AND FM 1463 ALONG WILLOW FORK OF BUFFALO BAYOU					

Along Roads and/or Drainage Ditches

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

General Description

CHANNEL WIDENING AND INSTALLATION OF THREE BACKSLOPE INTERCEPTORS

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

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

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

Violation of requirements shall constitute grounds for job shut down.

Does project comply with Fort Bend County Outdoor Lighting Ordinance?

Yes ( )

No ( )

COMPANY NAME: HURTADO CONSTRUCTION CO.
AGENT and/or OWNER

_____
(Signature)

NAME & TITLE BENJAMIN C. HOSKINS, SM
(Please Print)

DATE 09/08/05

ADDRESS 2115 CENTER ST.
(Street/P.O. Box)

RICHMOND TX 77469
City State Zip

TELEPHONE NO: 281 502 8717
(accessible 24 hrs/day, 7 days/week)

13 N

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of OCTOBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of AT & T TEXAS

Job Location GONYO LANE

Dated 09/23/08 Bond No. CH1-001686693-01 Permit No. 83582 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 10-708 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fiar
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 083582

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

__X__ (1) Complete Application Form.

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

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

- __X__ Perpetual bond currently posted.
  No. CH1-001686693-01
  Amount $25,000.
- _____ Performance bond submitted.
  No. _____
  Amount _____
- _____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

_____ (4) _____
Drainage District Approval when applicable

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

_____ 09/23/2008
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

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

APPLICANT'S JOB NO. 7041949
PERMIT NO. 83582 PCT. NO. 1
BOND NO. CHI-0016886693-01

FORMAL NOTICE IS HEREBY GIVEN THAT AT&T Texas PROPOSES TO LAY, CONSTRUCT, MAINTAIN AND/OR REPAIR CABLE, CONDUIT AND/OR POLE LINE, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, AS FOLLOWS:

IN,UNDER, OR ACROSS ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	LENGTH OF CROSSING	TYPE OF CONSTRUCTION			
			BORED	JACKED	DRIVEN	CASE
GONYO RD		35'	X			

ALONG ROADS AND/OR DRAINAGE DITCHES

ROAD OR DITCH NAME	DISTANCE & DIRECTION FROM NEAREST INTERSECTION	TO	DISTANCE
GONYO RD	AERIA/BURIED CABLE FROM FM 762	225 GONYO RD BLDG 3	1300'

GENERAL DESCRIPTION

SEE ATTACHMENT.

THE LOCATION AND DESCRIPTION OF THE PROPOSED INSTALLATION AND APPURTENANCES IS MORE FULLY SHOWN ON THE ATTACHED DETAIL DRAWINGS. THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF THE PROPOSED INSTALLATION SHALL BE SUBJECT TO "A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND/OR REPAIR OF CABLES, CONDUITS, AND/OR POLE LINES, IN, UNDER, ACROSS, OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, TEXAS , UNDER THE JURISDICTION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS" AS PASSED BY COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, DATED THE 3RD DAY OF AUGUST, 1987, RECORDED IN VOLUME 639 OF THE MINUTES OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS.

WRITTEN NOTICES ARE REQUIRED: 1) 48 HOURS IN ADVANCE OF START OF CONSTRUCTION AND 2) WHEN CONSTRUCTION IS COMPLETE AND READY FOR FINAL INSPECTION.

MAIL TO: PERMIT ADMINISTRATOR/FORT BEND COUNTY ENGINEERING
P.O. BOX 1449, ROSENBERG, TX 77471

VIOLATION OF REQUIREMENTS SHALL CONSTITUTE GROUNDS FOR JOB SHUT DOWN.

COMPANY NAME: AT&T Texas
AGENT AND/OR OWNER

(SIGNATURE)

NAME & TITLE: MIKE BROUSSARD, MGR.-OSP PLNG & ENG DESIGN
(PLEASE PRINT)

DATE: 9/12/08

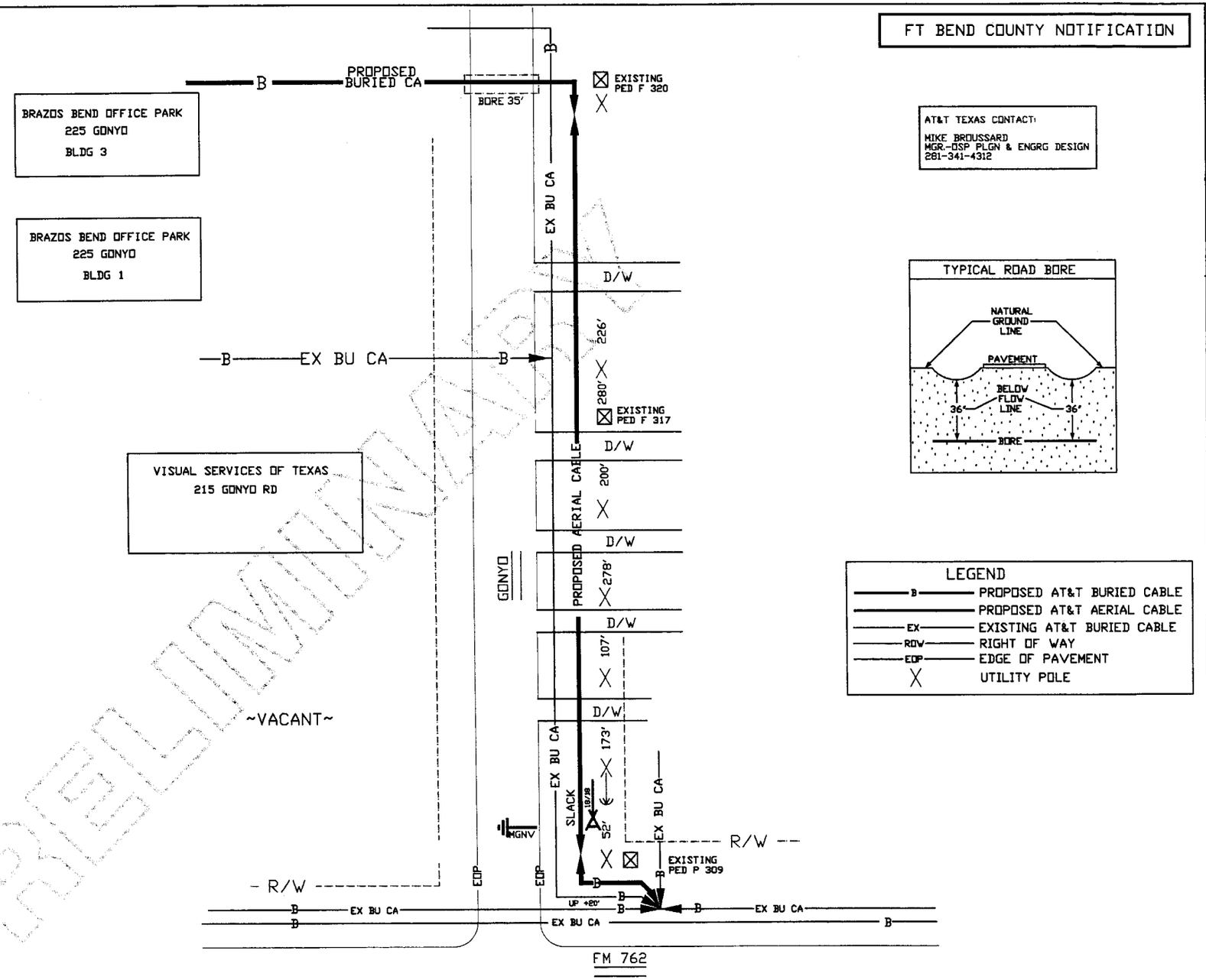
ADDRESS: 1110 LOUISE, 1ST FLOOR
(STREET/P.O.BOX)

ROSENBERG (CITY) TEXAS (STATE) 77471 (ZIP)

TELEPHONE NO: 281-341-4312
(ACCESSIBLE 24 HRS/DAY, 7 DAYS/WEEK)

I:\Web Page\Pre-web Documents and Images\Word Documents\Engineering\NOTICE.ROW.doc

FM-HOMP00/FORMS/FTBENDCTY


FT BEND COUNTY NOTIFICATION
PROPOSED BURIED CA
BORE 35'
EXISTING PED F 320
BRAZOS BEND OFFICE PARK
225 GONYO
BLDG 3
BRAZOS BEND OFFICE PARK
225 GONYO
BLDG 1
EX BU CA
D/W
226'
280'
EXISTING PED F 317
VISUAL SERVICES OF TEXAS
215 GONYO RD
200'
PROPOSED AERIAL CABLE
GONYO
278'
107'
~VACANT~
173'
SLACK
52'
MGNV
EXISTING PED P 309
R/W
EDP
UP +20'
FM 762
AT&T TEXAS CONTACT:
MIKE BROUSSARD
MGR.-OSP PLGN & ENGRG DESIGN
281-341-4312
TYPICAL ROAD BORE
NATURAL GROUND LINE
PAVEMENT
BELOW FLOW LINE
36'
BORE
LEGEND
PROPOSED AT&T BURIED CABLE
PROPOSED AT&T AERIAL CABLE
EXISTING AT&T BURIED CABLE
RIGHT OF WAY
EDGE OF PAVEMENT
UTILITY POLE
SPECIAL CIRCUITS N
6203 FORWARDED N
PERMIT REQUIRED N
NORTH ARROW
OPERATING RANGE OF JOB STEPS
TASK ____ TO ____
MFRC 45C
TRANSMISSION ZONE
RZ 28 CZ 9 TAPER CODE 112603
CAUTION HIGH VOLTAGE
KV 13.00 AERIAL Y BURIED N
HIGHWAY PERMIT NO.
Utility CO CENT - CENTER POINT
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0
Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0
Utility CO
REP NAME
REP TEL NO.
POLE CONTACTS (+) 0 (-) 0
PROJECT NO 7041949
TOT.PRINTS 3 PRINT NO. 3
NPA/NNX: 281-232 PRT:281232
EXCH. RICH-RISE
TAX DIST. FG009
GEO LOC. W89232
ENGR. MB DRAWN DW
TELEPHONE NO. (281) 341-4312
REC. REF. 232-270-51
MAP REF. 606U
SCALE NONE
ISSUE DATE
PROJ TITLE R 225 GONYO BLG 3
REV. NUMBER
DATE REV.
PRELIMINARY
--Proprietary--
Not for use or disclosure outside the AT&T companies except under written agreement.

13-D

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7 day of OCTOBER, 2008, before the Fort Bend Commissioners Court came on to be heard and reviewed the accompanying notice of MARSHALL CONSTRUCTION

Job Location GRAND MISSION BOULEVARD, HARLEM

Dated 09/29/08 Bond No. LMP8130678 Permit No. 83571 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, date the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried, it is ORDERED, ADJUGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

Notes:

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

   Mail notices to: Permit Administrator
   Fort Bend County Engineering
   P.O. Box 1449
   Rosenberg, Texas 77471
   281-633-7500
3. This permit expires one (1) year from date of permit if construction has not commenced.

By _____
County Engineer

By N/A
Drainage District Engineer/Manager

Presented to Commissioners Court and approved.
Recorded in Volume 10-708 Minutes of Commissioners Court.

Clerk of Commissioners Court
By Sherry Fire
Deputy

(REVISED 5/30/08)

COUNTY OF FORT BEND

Engineering Department

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

Johnny Ortega
Permit Administrator

1124 Blume Road
Phone: (281) 341-7500

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

PERMIT NO. 83571

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

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

____ (2) Bond: _____
District Attorney, approval when applicable.
- ____ Perpetual bond currently posted.
  No. _____
  Amount _____
- X Performance bond submitted.
  No. LMP8130678 on file from 9-2-08
  Amount 5,000.
- ____ Cashier's Check.
  No. _____
  Amount _____

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

_____ _____
Precinct Engineer Acknowledgment — Date

_____ _____
Precinct Commissioner Acknowledgment — Date

____ (4) _____
Drainage District Approval when applicable

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

_____ 09/29/2008
Johnny Ortega CFM/ Permit Administrator — Date
(REVISED 5/30/08)

FORT BEND COUNTY ENGINEERING
PERMIT DEPARTMENT
CONSTRUCTION OF DRIVEWAYS AND CULVERTS ON COUNTY EASEMENTS AND RIGHT OF WAYS
COMMERCIAL PIPE PERMIT APPLICATION

P.O. BOX 1449 • 1124 BLUME ROAD
ROSENBERG, TX 77471
(Phone) 281-633-7502 or 7503 • (Fax) 281-342-7366

LMP8130678

APPLICANT INFORMATION **Application No.** 83571 (County Use Only)

Applicant Name BRIAN A. SHANNON - MARSHALL CONSTRUCTION CO.
Applicant Mailing Address 190 T.C. JESTER
City HOUSTON State TX Zip 77007
Work Phone 713-861-8163 Daytime Phone SAME
Property Owner's Name FORT BEND ISD Phone 281-634-5590
Property Owner's Mailing Address 16431 LEXINGTON BLVD.
City SUGAR LAND State TX Zip 77479

LOCATION OF PROPERTY FORT BEND ELEMENTARY #44

Subdivision GRAND MISSION Sec _____ Lot _____ Blk _____
Physical Address 7817 GRAND MISSION BLVD RICHMOND TX 77469

(ATTACH A SITE MAP)

SITE USE

Driveway Curb & Gutter Section _____ Driveway - Open Ditch Section _____
Culvert Only _____ * LEFT TURN @ GRAND MISSION

DRIVEWAY REQUIREMENTS

Length ***20' minimum and 40' maximum*** Number of drives _____
(See - Fort Bend County Procedures to be followed for Commercial Driveway, and Median Openings or Modifications)
Available on website www.co.fort-bend.tx.us

Does project comply with Fort Bend County Lighting Regulation **Yes (X)** **No ( )**
(See- Fort Bend County Outdoor Lighting Regulation on website www.co.fort-bend.tx.us)

- *By signing and submitting this permit application, I am stating that I am the owner of this property and I am aware of and agree to abide by the* **Fort Bend County Regulations of Subdivisions** *and I am aware of Section 2, Item F in the* **Permits for the Construction of Driveways & Culverts on County Easements and Right of Ways in Fort Bend County, and am responsible to obtain all other required permits associated with the above mentioned property.** *Driveway and Pipe Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable. I further understand the permit fee, in the form of CASH or PERSONAL CHECK or COMPANY CHECK or a CASHIERS CHECK or MONEY ORDER payable to FORT BEND COUNTY, must be attached.*

- *The undersigned applicant, agent or attorney hereby certifies to Commissioners' Court to be strictly bound to Commissioners' Court to construct the driveway and/or culvert in strict conformity with the plans, specifications, terms provisions and conditions of the permit and any other written material incorporated by reference in this application.*

- **Other permits may be required for development. Please contact the Fort Bend County Road & Bridge Department for pipe sizing or the Fort Bend County Health Department for information on On-Site Sewage Facility permits prior to planning construction.**

- **Failure to possess or obtain required permits will result in legal action against the property owner as allowed by law.**

Brian A Shannon 9/23/8
Signature of Applicant, Agent or Attorney **Date**

BRIAN A SHANNON
Printed Name

13 P

BOND NO. 5030167

BOND COVERING OVERSIZE, OVERWEIGHT, OVERLENGTH
AND OVERNIGHT LOADS OVER FORT BEND COUNTY ROADS

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT WE, Common Resources, L.L.C.whose address/phone is 24 Waterway Avenue, Suite 1000 The Woodlands, Texas 77380 (281) 363-9200 as Principal, and SureTec Insurance Company, a Corporation existing under and by virtue of the laws of the State of Texas and authorized to do an indemnifying business in the State of Texas, whose principal office is located at 952 Echo Lane, Suite 450 Houston, Texas 77024, and whose officer residing in the State of 713-812-0800
Texas, authorized to accept service in all units and actions brought within said State is Steven D. Nelson,and whose address/phone 9737 Great Hills Trail, Suite 320 Austin, Texas 78759 (512) /SureTec-Austin,
732-0099 is, as Surety, are held and firmly bound unto Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, in the sum of Fifty Thousand Dollars , ($50,000.00) to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

The condition of the above obligation is such that the said Common Resources, L.L.C., as Principal, will make payment to Robert E. Hebert, County Judge of Fort Bend County, Texas, or his successors in office, for any and all damages that may be sustained to any road, street, highway or bridge under the jurisdiction of the Commissioners' Court of Fort Bend County, Texas by virtue of the operation of any vehicle or vehicles or equipment by the said Common Resources, L.L.C., for which permit is issued by the County to operate under the provisions of TEX. TRANSP. CODE ANN. ⇓ 623.011 (Vernon 1995).

NOW, THEREFORE, if the said Common Resources, L.L.C. shall pay to Robert E. Hebert, County Judge of Fort Bend County, Texas or his successors in office, for any and all damages that may be sustained to any road, street, highway or bridge as above recited by virtue of the operation of any vehicle, vehicles or equipment under the provisions of the law referred to above during the period of time for which such permit issued, then this obligation to be null and

void, otherwise to remain in full force and virtue it law.

Dated this 25th day of September, 20 08.

APPROVED this _____day of _____, 20 ___.

ATTEST:

By: _____
Robert E. Hebert
County Judge
FORT BEND COUNTY, TEXAS

_____
Dianne Wilson
County Clerk

Common Resources, L.L.C.
PRINCIPAL

By: _____
Signature

SureTec Insurance Company
SURETY

By: _____
Philip N. Bair, ATTORNEY-IN-FACT

POA #: 5030167

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip N. Bair

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Common Resources, L.L.C.
Obligee: Fort Bend County Judge
Amount: $ 50,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of April, A.D. 2007.

SURETEC INSURANCE COMPANY

By: _____
B.J. King, President

State of Texas ss:
County of Harris

On this 1st day of April, A.D. 2007 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

RHONDA MCCARY
Notary Public, State of Texas
My Commission Expires
September 11, 2010

_____
Rhonda McCary, Notary Public
My commission expires September 11, 2010

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25th day of September, 2008, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Common Resources

September 29, 2008

SEP 29 2008

Fort Bend County Engineering
P.O. Box 1449
1124 Blume Road
Rosenberg, Texas 77471

Attention: Ms. Mary Jane Sowa

Dear Ms. Sowa:

Per our telephone conversation of 9-22-08, please find attached Common Resources' bond in the amount of $50,000 covering oversize, overweight, overlength and overnight loads over certain Fort Bend County roads, as required. Common Resources, LLC plans to drill an oil/gas well to be located directly off W. Tavener Road. As such, heavy truck traffic will be necessary in the normal course of drilling this well.

The proposed access route will be from off US Hwy 59 at Kendleton. Truck traffic will be routed from this point north on FM 2919 for approximately 2.8 miles to the intersection with Powell Point School Road. Traffic will then be directed east on Powell Point School Road for approximately 1.5 miles to the intersection with W. Tavener Road. From this point, traffic will flow north on W. Tavener Road for approximately 1.7 miles to the well site on the east (RH) side of W. Tavener Road. The wellsite is located at Latitude 29° 30' 53.97" N & Longitude 96° 00' 44.31" W. Please see attached map for clarification.

Please let me know, if you require any additional information. I may be reached by phone at 713.829.0341 (Mobile) or by email at bobz@htkconsultants.com

Thank you for your attention in this matter.

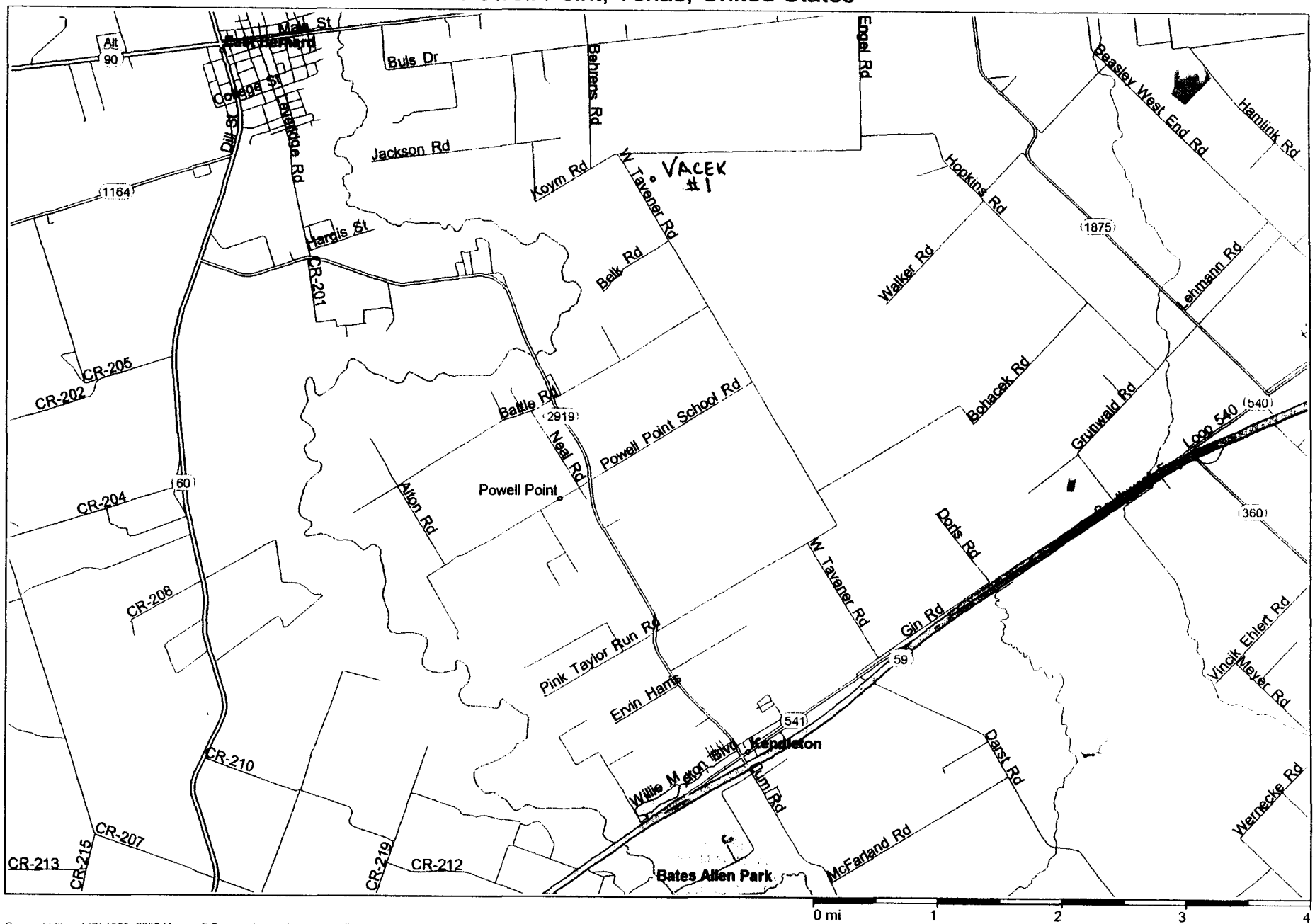
Sincerely,

Robert L. Zaunbrecher, PE
Representing Common Resources, LLC

Attachments

24 Waterway Ave., Suite 1000 • The Woodlands, Texas 77380 • Tel (281) 363-9200 • Fax (281) 363-9205
www.common-resources.com

Powell Point, Texas, United States



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Certain mapping and direction data © 2007 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2007 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc.

COUNTY ATTORNEY
Fort Bend County, Texas

Roy L. Cordes, Jr.
County Attorney

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

SEP 30 2008

REVIEW FORM

On September 30, 2008, the County Attorney's Office reviewed the following:

Bond No. 8196-08-46 for Stone Brook at Riverstone, Section 1 Subdivision, in the amount of $598,500.00.

Oversize, overweight, overlength and overnight loads Bond No. 5030167 for Common Resources, LLC in the amount of $50,000.00.

Comments: Approved as to legal form

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

Mary E. Reveles,
First Assistant County Attorney

\cnor\engineering review form\3429

FBC CNTY ATTNY Fax:281-341-4557 Sep 30 2008 16:23 P.01

RISK MANAGEMENT DEPARTMENT

Fort Bend County, Texas

OCT - 1 2008

REVIEW FORM

RE: Common Resources LLC
OS OW Bond No. 5030167, $50,000.00

On October 1, 2008, the Fort Bend County Risk Management Department reviewed the Bond(s) for SureTec Insurance Company of the State of Texas.

COMMENTS:
In review of the 2008 Best's Key Rating, the above company appears to be a reliable and strong insurance company.

Cheri Oberhoff
Risk Management Department

Physical Address: 4520 Reading Road, Suite A, Rosenberg, TX 77471
Mailing Address: 301 Jackson Street, Richmond, TX 77469
Phone: 281-341-8630 * Fax: 281-341-3751

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: September 23, 2008	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008	**Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve Invoice # 6512 in the amount of $483.00 to Steel Mailbox Company for Professional Services for the Pct 1 Bond Project

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Pct. 1 Facility (P418B-06PCT1)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

- FM1929 09/20/07

invoice

AS PER ORIGINAL

STEEL MAILBOX COMPANY
www.steelmailbox.com
P.O. Box 135
MIAMIVILLE, OH 45147

(513) 732-0380 Fax: (425) 799-1902
steelmailbox@ok.com

DATE	INVOICE #
8/4/2008	6512

BILL TO:

Fort Bend County Auditor
301 Jackson St.
Richmond, TX 77469

SHIP TO:

Fort Bend County Purchasing
Attn: Christina Torres
Facilities & Planning
1402 Band Road, Ste. 100
Rosenberg, TX 77471

PO # 19134
R # 35839

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
19134	Net 30	RCL	8/12/2008	UPS Ground	Apple Valley	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	DBOX-LL	Letter Locker Front Access Drop Box with open envelope shelf, one inch incoming slot - Black	325.00	325.00
1	POST-LL-48PB	48' In-Ground Post for Letter Locker Drop Box - Black	80.00	80.00
1	UPS Ground	UPS Ground shipping	78.00	78.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00

SEP 17 2008

Received
AUG 18 2008
County Auditor

This order is referenced from Quotation 1043

TOTAL $483.00

PRODUCT 13055M USE WITH 9308 ENVELOPE NEBS To Reorder: 1-800-225-6380 or www.nebs.com PRINTED IN U.S.A. A

14B

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: September 29, 2008	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008	**Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve Invoice # 14558 in the amount of $333.00 to Speedway Shirts & Signs for Professional Services for the Pct 1 Bond Project.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Pct. 1 Facility (P418B-06PCT1)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

FM1960 1

OK to pay
9-29-08

Invoice

Date	Invoice #
9/19/2008	14558

PO # 20963 R # 35976

Bill To
Fort Bend County Facilities & Planning 301 Jackson Richmond, Texas 77469

Speedway Shirts & Signs, LP
901 Hwy 90A East
Richmond, Texas 77406

Customer Contact
James Knight

Customer Phone	P.O. No.	Terms	Due Date	Rep	Ordered By
281-344-0249	20963	Due on receipt	9/19/2008	KB	

Qty	Description	Price Each	Amount
2	12x18 aluminum sign on post	166.50	333.00

SEP 29 2008
Jenn

Thank you for your business.
ORDER RECEIVED CORRECT & IN FULL

BY: _____

DATE: _____

Phone #	Fax #	E-mail
281-342-5570	281-342-1176	kelly_burke@att.net

Subtotal	$333.00
Sales Tax (8.25%)	$0.00
Total	$333.00
Payments/Credits	$0.00
Balance Due	$333.00

Wrong city

14C

FORT BEND COUNTY FY 2008/9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 29, 2008	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008	**Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve invoice # 32-526933 in the amount of $4,087.05 to Ridgway's for Professional Services performed for the Sienna Library Project.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Sienna Plantation Library Project. (P418B-06SIENNAL)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

FM 1939

Ridgway's
THE IMAGE COMMUNICATIONS TEAM

ESTABLISHED 1926

ORIGINAL

REMIT TO:
RIDGWAY'S HOUSTON
P.O. BOX 299108
HOUSTON, TX 772990108
Phone: (713) 988-9200
Fax: (713) 988-9844
TaxId: 74-603-6592

OK to pay
9-29-08

INVOICE NUMBER
32-526933

PO # 20608
R # 35974

Order: 959692
Date: 09/09/2008
Time: 3:14PM

BILL TO:

FORT BEND COUNTY-
FACILITIES MGMT/PLANNING
1402 BOND RD #100
ROSENBERG TX 77471

30480

SHIP TO:

FORT BEND COUNTY-
FACILITIES MGMT/PLANNING
1402 BOND RD #100
ROSENBERG TX 77471
Phone: (281)344-0249

ATTN: JAMES KNIGHT

Customer's P.O. Number	Rel/Req Number	Ordered By	
20608	2744279 PW	DON BRADY	
Project Number	Ship Via	Salesman	Invoiced By
2003-03	Our truck	JOE WOOLLEY	SANDY FLORES

INVOICE

TERMS: Net 30 Days

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY SHIPPED	QUANTITY BACK ORDERED	UNIT PRICE	EXTENSION
1906.03	ECO-TEXT COPIES 8.5X11 2-SIDED 630 copies of 19 originals	CP	11970		0.0950	1,137.15
1914.05	ECO-COVERSTOCK - IMAGED 30% 2 copies of 19 originals	CP	38		0.2500	9.50
1953.03	SCREW POST BIND - UP TO 3	EA	19		3.00	57.00
1632.06	ECO-DIGITAL BOND-FIRST PRINT 1 set of 118(24x36) 708 sq ft	SF	708			113.28
1632.06	ECO-DIGITAL BOND-FIRST PRINT 1 set of 34(24x36) 204 sq ft	SF	204			32.64
1632.06	ECO-DIGITAL BOND-FIRST PRINT 1 set of 26(24x36) 156 sq ft	SF	156			24.96
1632.06	ECO-DIGITAL BOND-FIRST PRINT 1 set of 53(24x36) 318 sq ft	SF	318			50.88
1632.06	ECO-DIGITAL BOND-FIRST PRINT 1 set of 118(12x18) 236 sq ft	SF	236			37.76
1632.01	ECO-DIGITAL BOND PRINT 118 sets of 19(24x36) 13452 sq ft	SF	13452			1,210.68
1632.01	ECO-DIGITAL BOND PRINT 29 sets of 34(24x36) 5916 sq ft	SF	5916			532.44
1632.01	ECO-DIGITAL BOND PRINT 12 sets of 26(24x36) 1872 sq ft	SF	1872			168.48
1632.01	ECO-DIGITAL BOND PRINT 11 sets of 53(24x36) 3498 sq ft	SF	3498			314.82
1632.01	ECO-DIGITAL BOND PRINT 118 sets of 5(12x18) 1180 sq ft	SF	1180			106.20
1627.01	SCREW POST BINDING - LDC	ST	26		2.50	65.00
1625.01	PAPER STRIP & STAPLE - LDC	ST	55		1.00	55.00

(Continued on next page)

SEP 22 2008

GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	TOTAL AMOUNT DUE

RECEIVED IN GOOD CONDITION

X _____ DATE _____ TIME _____

Ridgway's
THE IMAGE COMMUNICATIONS TEAM

ESTABLISHED • 1926

ORIGINAL

REMIT TO:
RIDGWAY'S HOUSTON
P.O. BOX 299108
HOUSTON, TX 772990108
Phone: (713) 988-9200
Fax: (713) 988-9844
TaxId: 74-603-6592

INVOICE NUMBER
32-526933

Order: 959692
Date: 09/09/2008
Time: 3:14PM

BILL TO:

FORT BEND COUNTY-
FACILITIES MGMT/PLANNING
1402 BOND RD #100
ROSENBERG TX 77471

30480

SHIP TO:

FORT BEND COUNTY-
FACILITIES MGMT/PLANNING
1402 BOND RD #100
ROSENBERG TX 77471
Phone: (281)344-0249

ATTN: JAMES KNIGHT

Customer's P.O. Number	Rel/Req Number	Ordered By	
20608	2744279 PW	DON BRADY	
Project Number	Ship Via	Salesman	Invoiced By
2003-03	Our truck	JOE WOOLLEY	SANDY FLORES

INVOICE

TERMS: Net 30 Days

ITEM NUMBER	DESCRIPTION	UOM	QUANTITY SHIPPED	QUANTITY BACK ORDERED	UNIT PRICE	EXTENSION
5201.02	SPLIT DELIVERY	EA	4		35.00	140.00

Notes

DIRECT TO BOARD PRINTING NOW AVAILABLE AT RIDGWAY'S!
ASK US ABOUT THIS SERVICE

GO GREEN WITH RIDGWAY'S!
Please join Ridgway's in our commitment to environmental responsibility by utilizing our GREEN products & services.
Call now for more information.

Fuel Surcharge: 13.96 ✓

GROSS AMOUNT	TAX%	TAX AMOUNT	FREIGHT CHARGES	TOTAL AMOUNT DUE
4,069.75			17.30 ✓	$4,087.05 ✓

RECEIVED IN GOOD CONDITION

X _____ DATE _____ TIME _____

14 D

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: October 1, 2008
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008
Phone Number: 281/633-7017

SUMMARY OF ITEM: Approve PGAL Invoice No. 10023688 in the amount of $1,440.99 for Professional Services rendered on the Fort Bend County Justice Center.
RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☒

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Judicial Complex 100687888-P687-08JCOMPLEX

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

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

DISTRIBUTION:
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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☐	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify): Please Approve

PM1935

PGAL

PC # 11563
R # 36240

Mr. Don Brady
Fort Bend County
Director Facilites Management
1402 Band Rd., Suite 100
Rosenberg, TX 77471

August 29, 2008
Invoice No: 10023688
Project No: 213.07061.01

Re: Ft Bend Co Judicial Complex - Phase 1 RE

For reimbursable expenses incurred through July 31, 2008

Reimbursable Expenses

	Cost	Markup	Amount
A&E Products Company, Inc	1,190.88	0.00%	1,190.88
FedEx	19.19	0.00%	19.19
Mach 5 Couriers Inc. dba Houston Deliver	73.50	0.00%	73.50
Michael H. Lloyd	14.04	0.00%	14.04
Paul D. Bonnette	143.38	0.00%	143.38
Reimbursable Expenses			**$1,440.99**

Maximum Reimbursables	$24,000.00
Previously Billed	$9,216.56
Total Current Billing	**$1,440.99**

Approval

SEP 19 2008

Pierce Goodwin Alexander & Linville
Alexandria | Atlanta | Boca Raton | Dallas | Fort Lauderdale | Houston | Las Vegas | Los Angeles | Phoenix

14 E

FORT BEND COUNTY FY 2007 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 29, 2008 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008 **Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve invoice # S004386132.001 in the amount of $543.00 to Stuart C. Irby Co., Electrical Distributor for Professional Services for the Jail Expansion Project.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Jail Expansion Project (P418B-06JAILEXP)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please approve payment.

Special Handling Requested (specify):

AS PER ORIGINAL

Invoice

STUART C. IRBY CO.
ELECTRICAL DISTRIBUTOR
www.irby.com

STUART C IRBY BR643 HOUSTON
1945 TELLEPSEN ST
HOUSTON TX 77023-4645
713-923-4400 Fax 713-926-6954

INVOICE DATE	ORDER NUMBER
09/02/08	S004386132.001

REMIT TO:
STUART C IRBY CO
POST OFFICE BOX 951699
DALLAS TX 75395

PAGE NO. 1

RECEIVED
BY: TAG

BILL TO:
FORT BEND COUNTY FACILITIES
301 JACKSON STREET
RICHMOND, TX 77469

SHIP TO:
~~FORT~~ BEND COUNTY FACILITIES
RANDY OR BILL @ CENTERPOINT
4011 AVE H
ROSENBERG, TX 77471

PO# 18812 R# 31899

ORDERED BY:

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON	
125677	125677		HOUSE ACCOUNT BR 643	
INSIDE SALESPERSON	**SHIP VIA**	**TERMS CODE**	**SHIP DATE**	**ORDER DATE**
RTJENK	OT OUR TRUCK	NET.NEXT.EOM	09/02/08	09/02/08

LINE	DESCRIPTION	ORDER QTY	SHIP QTY	PRC/UOM	EXT AMT
1	*AMEL ACP-40S-CA-120-76-GY-AR9288 3 X 1	3	3	181.000e	543.00

RECEIVED
SEP 10 2008
BY:

Subtotal	543.00
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	543.00

Net Due Date 10/31/08.
For Terms and Conditions, Please See www.irby.com

2 08.15am - FORT BEND COU...
Manifest Number M004802198
02:10 PM Fri Sep 02, 2005

Selling Service Since 1926

14 F

FORT BEND COUNTY FY 2008

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: September 24, 2008	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008	**Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve invoice # 9072 and invoice # 9100, for an amount not to exceed $7,276.00 to HTS, Inc. for Professional Services performed on the U of H Library-Sugar Land.

RENEWAL AGREEMENT/APPOINTMENT: YES ☐ NO ☒

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO ☐

List Supporting Documents Attached: Invoices

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: U of H Library-Sugar Land. (P418B-SLLIBRY)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

F M1858

HTS, Inc. Consultants
416 Pickering Street Houston TX 77091
www.htshouston.com

Phone 713-692-8373
Fax 713-692-8502
Toll Free 1-800-692-TEST

Excellence in Engineering. Consulting. Testing and Inspection

PO # 16210
R # 35838

INVOICE NO. 9100

Invoice Date	Order No.
7/31/2008	

TO: Fort Bend County
900 Morton Street
Richmond, Texas 77469

ATTN: Mr. James Knight, AIA

PROJECT: Geotechnical Investigation
Proposed Fort Bend County New Library
University of Houston - Sugar Land, Texas
Fort Bend County, Texas

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		HTS Project No. 08-S-215 (Progress Payment)		
		Laboratory analyses (1)		
2	ea.	Consolidation test (ASTM D 2435)	$265.00	$530.00
		Engineering analysis and report preparation (1)		
2	hr.	Project engineer, P.E.	$105.00	$210.00
6	hr.	Staff engineer	$85.00	$510.00
		TOTAL		**$1,250.00**

XDonghue

NOTE:
(1) See HTS report dated 7/31/08.

Invoice Summary

Previous Invoice No. 6072 Rev dated 6/30/08	$6,026.00
Invoice No. 9100 dated 7/31/08	$1,250.00
Total amount invoiced	$7,276 00
Estimated cost to complete the work	$7,863.00
Amount invoiced over (+) or under (-) estimated cost	-$587.00

I certify that the above hours and expenses were incurred under this work order.

RECEIVED
AUG 20 2008

Terry J. Jackson, P.E.
President

08-215

TERMS: NET 30 DAYS

FM 1809 R

HTS, Inc. Consultants
416 Pickering Street Houston TX 77091
www.htshouston.com

Phone 713-692-8373
Fax 713-692-8502
Toll Free 1-800-692-TEST

Excellence in Engineering, Consulting, Testing and Inspection

PO # 16210
R # 35837

INVOICE NO. 9072 Revised

Invoice Date	Order No.
6/30/2008	

TO: Fort Bend County
Facilities Management & Planning Dept.
1402 Band Road
Rosenberg, Texas 77471

ATTN: Ms. Laura Dougherty

PROJECT: Geotechnical Investigation
Proposed Fort Bend County New Library
University of Houston - Sugar Land, Texas
Fort Bend County, Texas

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
		HTS Project No. 08-S-215 (Progress Payment)		
		Field exploration (1)		
1	l.s.	Mobe/demobe drilling rig	$150.00	$150.00
190	l.f.	Drill/sample 5 borings	$11.50	$2,185.00
		Laboratory analyses (2)		
27	ea.	Atterberg limits (ASTM D 4318)	$45.00	$1,215.00
14	ea.	Unconfined compression test (ASTM D 2166)	$32.00	$448.00
16	ea.	Moisture content (ASTM D 2216)	$7.00	$112.00
17	ea.	Moisture content and in situ dry density (ASTM D 2937)	$19.00	$323.00
21	ea.	Sieve analysis, minus No. 200 sieve (ASTM D 1140)	$35.00	$735.00
3	ea.	Unconsolidated undrained triaxial test (ASTM D 2850)	$46.00	$138.00
		Engineering analysis and report preparation (1)		
2	hr.	Project engineer, P.E.	$105.00	$210.00
6	hr.	Staff engineer	$85.00	$510.00
		TOTAL		**$6,026.00**

NOTE:
(1) See HTS letter dated 6/30/08.
(2) See attached Table 1.

RECEIVED
SEP 16 2008

Invoice Summary

Invoice No. 6072 Revised dated 6/30/08	$6,026.00
Total amount invoiced	$6,026.00
Estimated cost to complete the work	$7,863.00
Amount invoiced over (+) or under (-) estimated cost	-$1,837.00

I certify that the above hours and expenses were incurred under this work order.

Terry J. Jackson, P.E.
President

08-215

TERMS: NET 30 DAYS

TABLE 1

LABORATORY TEST SUMMARY

PROJECT: Proposed Fort Bend County New Library
University of Houston - Sugar Land Campus
LOCATION: Fort Bend County, Texas

HTS PROJECT NO.: 08-S-215

CLIENT: Fort Bend County

Boring No.	Sample Depth (feet)	Type of Material	Moisture Content (%)	Dry Density (pcf)	Atterberg Limits (%)			-200 Sieve (%)	Unconfined Compressive Strength (tsf)	Strain (%)	Lateral Pressure (psi)	Remarks
					LL	PL	PI					
1	0-2	Fat Clay (CH)	18.5		90	27	63	96.2				(1) Sample failed along slickensides.
	2-4	Fat Clay (CH)	27.7	97.1	73	24	49		4.0 (1)	2.6	0	(2) Sample bulged at failure.
	4-6	Lean Clay (CL)	23.1	105.7	30	20	10	93.9	0.7 (2)	15.0	5	(3) Sample failed along sand fissures.
	6-8	Lean Clay (CL)	22.7		37	21	16	91.3				
	13-15	Fat Clay (CH)	29.5	95.4	71	26	45		0.9 (1)	1.1	0	
	18-20	Lean Clay (CL)	22.4	103.9	41	19	22	95.1	0.5 (2,3)	8.1	0	
	23-25	Fat Clay (CH)	32.1	90.9	79	27	52		1.4 (1)	1.8	0	
	28-30	Fat Clay (CL)	24.4	102.7	54	21	33		2.2 (2)	14.8	0	
2	2-4	Lean Clay (CL)	23.5		29	18	11	88.6				
	8-10	Fat Clay (CH)	23.6	100.5	60	23	37	94.5	0.7 (1,3)	2.7	0	
	10-12	Fat Clay (CH)	27.4	98.5					1.0 (3)	4.2	0	
	13-15	Lean Clay (CL)	20.2	108.7	43	18	25		1.6 (3)	7.3	0	
3	2-4	Fat Clay (FILL)	21.7		79	29	50	87.4				
	6-8	Fat Clay (FILL)	32.4		76	29	47	98.0				
	10-12	Fat Clay (FILL)	34.2		93	32	61	95.2				
	18-20	Lean Clay Wth Sand (CL)	22.0		42	18	24	79.7				
	33-35	Fat Clay (CH)	32.4	90.8					1.5 (1)	2.8	0	
	38-40	Lean Clay (CL)	21.1	106.8					1.6 (1,2)	11.0	39	
	48-50	Lean Clay (CL)	29.9	93.8					0.7 (1)	4.2	9	

HTS, INC. Consultants

TABLE 1

LABORATORY TEST SUMMARY

PROJECT: Proposed Fort Bend County New Library
University of Houston - Sugar Land Campus

LOCATION: Fort Bend County, Texas

HTS PROJECT NO.: 08-S-215

CLIENT: Fort Bend County

Boring No.	Sample Depth (feet)	Type of Material	Moisture Content (%)	Dry Density (pcf)	Atterberg Limits (%)			-200 Sieve (%)	Unconfined Compressive Strength (tsf)	Strain (%)	Lateral Pressure (psi)	Remarks
					LL	PL	PI					
4	4-6	Fat Clay (FILL)	27.3		80	27	53	88.0				
	8-10	Fat Clay (FILL)	29.5		72	29	43	98.5				
	10-12	Fat Clay (FILL)	34.5	83.1	87	31	56	97.4	0.8 (1,3)	3.1	0	
	12-14	Fat Clay (CH)	34.0	86.6					1.1 (1,3)	4.7	0	
	33-35	Fat Clay (CH)	28.8	95.0	81	26	55		1.8 (2)	14.8	35	
	38-40	Fat Clay (CH)	25.4	99.6					1.4 (1)	3.1	0	
	48-50	Lean Clay With Sand (CL)	27.7		40	22	18	76.0				
	53-55	Fat Clay (CL)	33.1		75	28	47	99.1				
5	0-2	Fat Clay (FILL)	24.7		85	27	58	93.3				
	4-6	Fat Clay (FILL)	28.6		84	26	58	95.7				
	8-10	Fat Clay (FILL)	31.8		70	27	43	98.7				
	10-12	Fat Clay (FILL)	33.6		85	32	53	96.6				
	12-14	Fat Clay (CH)	33.4	88.1	88	30	58	91.7	0.9 (1)	3.0	0	
	14-16	Fat Clay (CH)	33.2		89	30	59	97.5				

HTS, INC. Consultants

FORT BEND COUNTY FY 2009

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: September 30, 2008 **Submitted By:** Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: October 7,2008 **Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve invoice # 807140012 in the amount of $902.33 to Momentum Group for Professional Services for Emily Court

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Emily Court (P687-06EMILYCRT)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

MOMENTUM GROUP

03-NA-B1-NA 09-02-08

80034871 (MOMENTUM GROUP)
FORT BEND COUNTY
1402 BAND RD #100

PC # 0473202
R # 36239

ROSENBERG, TX 77471

INVOICED	INVOICE #	CD	REFERENCE NO.	DEBIT	CREDIT	BALANCE
08-20-07	807140012	01	PC04700003202FA	902.33		902.33
			TOTAL DUE ===>			902.33

AGE OF RECEIVABLES FROM DUE DATE

Current	Past Due 1-30	Past Due 31-60	Past Due 61+	TOTAL
0.00	0.00	0.00	902.33	902.33

logomomg

14 H

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 24,2008
Submitted By: Laura Dougherty
Department: Facilities Management & Planning
Court Agenda Date: October 7,2008
Phone Number: 281/633-7017

SUMMARY OF ITEM: Approve invoice # 2003-003-016AS in the amount of $5,986.96 to STOA/Golemon/Bolullo, Architects for Professional Services performed on the Sienna Library Project.

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Sienna Plantation Library Project (P418-06SIENNALB)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

.M133

STOA

STOA/Golemon/Bolullo, Architects

6213 Skyline Drive,
Suite 200
Houston, Texas, 77057-7007
713-995-8784 tel
713-995-8765 fax

PO # 14475
R # 35975

OK to pay
9-29-08

February 29, 2008

INVOICE
NO.: 2003-003-016AS

Mr. Donald G. Brady
Director of Facilities and Planning
Fort Bend County
1402 Band Road, Suite 100
Rosenberg, TX 77471

RECEIVED
MAR 12 2008
BY:

Fort Bend County Library
Architectural Services
STOA Project No. 2003-003

FOR BILLING PERIOD ENDING: February 29, 2008

Architectural Services: Additional Services -

Service	Description/Maximum	Total To Date	Prev. Invoiced	Amount Due
A.	Field Surveys:			
	Boundary Survey			
	$ 4,950.00	$4,950.00	$4,950.00	-
	Topographic Survey			
	$ 3,100.00	$3,100.00	$3,100.00	-
	Phase 1 - Environment Site Assessment			
	$ 5,150.00	$4,320.00	$4,320.00	-
	Addt'l copy of Assessment			
	for Fort Bend County Libr.	$75.00	$75.00	-
I	Furniture & Fixtures & Equipment Prof.			
	$ 35,000.00	$35,000.00	$35,000.00	$ -
J.	Cost Estimates			
	Schematic Design $ 3,200.00	$3,200.00	$3,200.00	$ -
	Design Develop. $ 2,800.00	$2,800.00	$2,800.00	$ -
	Construction Docu $ 2,000.00	$2,000.00	$2,000.00	$ -
K.	Geotechnical Services			
	$ 8,000.00	$4,500.00	$4,500.00	$ -
L.	Rendering			
	$ 5,000.00	$5,000.00	$5,000.00	$ -
	(For Presentation to Commissioners Court)			
M.	Landscape Architecture			
	Schematic Design $ 3,500.00	$3,500.00	$3,500.00	$ -
	Design Develop. $ 2,500.00	$2,500.00	$2,500.00	$ -
	Construction Docu $ 6,500.00	$6,500.00	$6,500.00	$ -
	Construction Adm. $ 1,500.00	$0.00	$0.00	$ -

Service	Description/Maximum		Total To Date	Prev. Invoiced	Amount Due
N.	Civil Engineering				
	Schematic Design	$ 4,800.00	$4,800.00	$4,800.00	$ -
	Design Develop.	$ 6,400.00	$6,400.00	$ 6,400.00	$ -
	Construction Docu.	$ 14,400.00	$14,400.00	$14,400.00	$ -
	Construction Adm.	$ 6,400.00	$0.00	$0.00	$ -
			$103,045.00	$103,045.00	$0.00

B./H.	Reproduction and Reimbursable Expenses					
	Plan Review Fee	$ 1,750.00	x	1.00	$	1,750.00
	Printing & Reproductions	$ 10,973.23	x	1.10	$	12,070.55
	Postage & delivery	$ 134.60	x	1.10	$	148.06
	Travel($1,500 Max.)	$ 242.28	x	1.10	$	266.51
	TOTAL REIMBURSABLES				$	14,235.12
	Less Previously Invoiced				$	(8,248.16)
	TOTAL REIMBURSABLES DUE THIS INVOICE					5,986.96
	TOTAL AMOUNT DUE THIS INVOICE					$5,986.96

Payments

C. C. Lee, AIA President
STOA International Architects, Inc.

14 I

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 24, 2008	**Submitted By:** Laura Dougherty
	Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008	**Phone Number:** 281/633-7017

SUMMARY OF ITEM: Approve invoice # 91942821 in the amount of $16,240.92 for Tremco Weatherproofing Technologies for Professional Services rendered on the George Memorial Library Renovation

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

List Supporting Documents Attached: Invoice

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: George Memorial Renovations (P418B-06GMLIBRY)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☐	Other: _____		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

FM1937

INVOICE

35836

TREMCO PO # 16012 R # ~~35386~~

TREMCO
3735 GREEN ROAD, BEACHWOOD, OH 44122-5730 (216)292-5000

TREMCO WEATHERPROOFING TECHNOLOGIES, INC.

ACCOUNT NUMBER 6003141

INVOICE NO.	INVOICE DATE	DUE DATE
91942821	08/29/2008	09/28/2008

SHIP TO
FORT BEND COUNTY
4520 READING ROAD
ROSENBERG TX 77471

CHARGE TO
FORT BEND COUNTY
PO Box 1449
ROSENBERG TX 99999

(PLEASE MAKE ANY CORRECTIONS TO ABOVE INFORMATION)
NO RETURN MERCHANDISE UNLESS AUTHORIZED BY OUR REPRESENTATIVE

REPRESENTATIVES DAVE NABER, ERIC JOHNSON

CUST. P.O.: 16012
ORDER NUMBER: 35005942
TERMS: Net 30
SHIPPED FROM:
SHIP DATE:
ROUTING - IF SPECIFIED:
DELIVERY NO.:
FREIGHT (F.O.B.: SHIPPING POINT): PDA PREPAID DO NOT ADD

QTY	FORMULA NO. AND DESCRIPTION	UNIT QTY	PRICE	AMOUNT
1	CONTRACTING /GENERAL CONTRACTING SERVICES COUNTY OF FORT BEND-126192 GEORGE MEMORIAL LIBRARY: ROOF REPLACEMENT AND BUILDING ENVELOPE REPAIR PO#16012 8/29/2008 (DK) Service Order:9101070	1 EA		16,240.92

RECEIVED
SEP 11 2008
County Auditor

SEP 22 2008

IF YOU WOULD PREFER TO RECEIVE YOUR INVOICES BY FAX INSTEAD OF MAIL, PLEASE CALL OUR OFFICE.

RECEIPT OF THIS ORDER SHALL BE ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED ON THE FRONT AND BACK HEREOF. (V 6.20A1)

KADADSDF

An RPM Company

LOCAL TAX	COUNTY TAX	STATE TAX
.00	.00	.00

SUBTOTAL	16,240.92
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	16,240.92

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

FORT BEND COUNTY
PO Box 1449
ROSENBERG TX 99999

ACCOUNT NUMBER: 6003141
CUST. P.O.: 16012
TERMS: Net 30

INVOICE NO.	INVOICE DATE
91942821	08/29/2008

SUBTOTAL	16,240.92
SALES TAX	0.00
SHIPPING	0.00
TOTAL DUE	16,240.92 USD

IF THIS ORDER IS SALES TAX EXEMPT AND WE HAVE CHARGED SALES TAX, MARK BOX AND RETURN A COMPLETED, SIGNED SALES TAX EXEMPTION CERTIFICATE WITH YOUR REMITTANCE. THANK YOU. ☐

COMMENTS: Mail check to address shown or call to pay by ACH, Check-by-Phone, Check-by-Fax, or wire transfer. Credit card accepted at time of purchase.

REMIT TO
TREMCO
P.O. BOX 931111
CLEVELAND, OH 44193-0511

An RPM Company

Thank you for your payment. We appreciate your business.

CONTINUATION SHEET

AIA DOCUMENT G703

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

Project Name: FT BEND COUNTY

APPLICATION NO: 3
APPLICATION DATE: 8/28/08
PERIOD TO: 8/31/08
PROJECT NO: 9101070

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	ROOFING								
1	Mobilization	$26,508.05	$26,508.05			$26,508.05	100.00%		$2,650.81
2	Demolition	$84,825.76	$84,825.76			$84,825.76	100.00%		$8,482.58
3	Insulation and membrane	$132,540.25	$132,540.25			$132,540.25	100.00%		$13,254.03
4	Flashing installation	$53,016.10	$53,016.10			$53,016.10	100.00%		$5,301.61
5	Metal installation	$53,016.10	$53,016.10			$53,016.10	100.00%		$5,301.61
6	Surfacing	$26,508.05	$26,508.05			$26,508.05	100.00%		$2,650.81
7	Waterproofing	$127,238.64	$114,514.78	$12,723.86		$127,238.64	100.00%		$12,723.86
8	Demobilization	$26,508.05	$21,206.44	$5,301.61		$26,508.05	100.00%		$2,650.81
	GRAND TOTALS	$530,161.00	$512,135.53	$18,025.47		$530,161.00	100.00%		$53,016.10

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: FT BEND COUNTY
4520 READING ROAD
ROSENBERG, TX 77471
Attn: DEBBIE KAMINSKI

PROJECT: GEORGE MEMORIAL LIBRARY
CONT # 35005942

APPLICATION NO: 3

PERIOD TO: 31-Aug-2008

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR: WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD, OH 44122

PROJECT NO: 9101070

CONTRACT FOR: ROOFING

CONTRACT DATE: 05/07/08

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 530,161.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 530,161.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 530,161.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$	
b. 10 % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 53,016.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 477,144.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 460,903.98
8. CURRENT PAYMENT DUE		$ 16,240.92
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	53,016.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		$0.00
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

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

CONTRACTOR:

By: [signature] Date: 9/9/08

State of: Ohio County of: Lake
Subscribed and sworn to before me this 9 day of September 2008
Notary Public: [signature]
My Commission expires:

PATRICIA L. SELDEN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES
MAY 3, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

14J

FORT BEND COUNTY FY 2008/9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 25, 2008 **Submitted By: Laura Dougherty**
Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008 Phone Number: 281/633-7017

SUMMARY OF ITEM: Take all appropriate action to approve Pay Application # 08-00300004 in the amount of $182,450.35 to Bass Construction Co. for Professional Services rendered for the Needville Service Center.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Needville Service Center (P418B-06NEEDVIL)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Please approve.

Special Handling Requested (specify):

Sep-24-2008 03:10 PM FACILITIES MGMT AND PLANNING 2816337022

FM1917

AIA Document G702™ – 1992

RECEIVED SEP – 8 2008 Bailey Architects

RECEIVED SEP 16 2008

Application and Certificate for Payment PO# 15617 R# 35411

TO OWNER:	Facilities & Planning Dept. 1402 Band Rd., Suite 100 Rosenberg, TX 77471	PROJECT:	FBC Needville Service Center 3743 School St. Needville, Texas	APPLICATION NO: 08-00300004 PERIOD TO: 8/31/2008 CONTRACT FOR: CONTRACT DATE: 4/29/2008 PROJECT NOS: 08-003 / /	Distribution to: OWNER ☐ X ARCHITECT ☐ X CONTRACTOR ☐ X FIELD ☐ X OTHER ☐ X
FROM CONTRACTOR:	Bass Construction Co., Inc. 1124 Damon St. Rosenberg, TX 77471	VIA ARCHITECT:			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	3,319,192.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	3,319,192.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	697,493.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$	34,021.17
b. 50.00 % of Stored Material (Column F on G703)	$	853.50
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	34,874.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	662,618.33
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	480,167.98
8. CURRENT PAYMENT DUE	$	182,450.35
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	2,656,573.67

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

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

CONTRACTOR: Bass Construction Co., Inc.

By: Russell McCown Date: 9/4/08

State of: Texas

County of: Fort Bend

Subscribed and sworn to before me this 4th day of September, 2008

Notary Public: Margie Barker

My Commission expires:

MARGIE BARKER My Commission Expires June 17, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 182,450.35

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

ARCHITECT:

By: Date: 9-11-08

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Continuation Sheet

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

APPLICATION NO: 08-00300004
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E		G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurance	89,794.00	89,794.00			89,794.00	100.00		4,489.70
01-100	Permit & Fees	8,270.00	8,720.00	-450.00		8,270.00	100.00		413.50
01-200	Rentals & Temporaries	24,400.00	2,440.00	2,440.00		4,880.00	20.00	19,520.00	244.00
01-250	Housekeeping	24,900.00		1,245.00		1,245.00	5.00	23,655.00	62.25
01-300	Supervision/Travel/Project Mgt	119,924.00	35,976.00	11,992.00		47,968.00	40.00	71,956.00	2,398.40
01-350	Project Closeout	4,500.00						4,500.00	
01-400	Layout/Misc. Expenses	10,850.00	3,254.00	2,170.00		5,424.00	49.99	5,426.00	271.20
01-600	Overhead & Profit	225,023.00	30,071.00	10,871.00		40,942.00	18.19	184,081.00	2,047.10
02-000	SITE WORK								
02-100	Fencing - L	15,675.00						15,675.00	
02-101	Fencing - M	23,511.00						23,511.00	
02-150	Earthwork - L	44,108.00	39,697.00	2,205.00		41,902.00	95.00	2,206.00	2,095.10
02-151	Earthwork - M	53,910.00	53,910.00			53,910.00	100.00		2,695.50
02-200	Termite Control - L	1,354.00		542.00		542.00	40.03	812.00	27.10
02-201	Termite Control - M	3,159.00		1,264.00		1,264.00	40.01	1,895.00	63.20
02-300	Erosion Control - L	1,950.00	1,950.00			1,950.00	100.00		97.51
02-301	Erosion Control - M	4,550.00	4,550.00			4,550.00	100.00		227.51
02-400	Sidewalks/Ramps/Bollards - L	4,502.00						4,502.00	
02-401	Sidewalks/Ramps/Bollards - M	6,753.00						6,753.00	
02-450	Concrete Paving - L	23,682.00						23,682.00	
02-451	Concrete Paving - M	35,523.00						35,523.00	
02-600	Landscaping - L	1,051.00						1,051.00	
02-601	Landscaping - M	3,150.00						3,150.00	
03-000	CONCRETE								

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Continuation Sheet

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

APPLICATION NO: 08-00300004
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E		G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
03-200	Foundation - L	131,408.00	6,570.00	39,422.00		45,992.00	35.00	85,416.00	2,299.60
03-201	Foundation - M	197,112.00	19,711.00	59,134.00		78,845.00	40.00	118,267.00	3,942.25
04-000	MASONRY								
04-050	Masonry - L	6,750.00						6,750.00	
04-051	Masonry - M	8,250.00						8,250.00	
05-000	METALS								
05-050	Structural Steel - L	3,676.00						3,676.00	
05-051	Structural Steel - M	6,825.00						6,825.00	
06-000	WOODS & PLASTICS								
06-050	Rough Carpentry - L	2,600.00						2,600.00	
06-051	Rough Carpentry - M	3,900.00						3,900.00	
06-150	Casework - L	7,348.00						7,348.00	
06-151	Casework - M	11,022.00						11,022.00	
07-000	WATERPROOFING								
07-050	Insulation - M	17,070.00			17,070.00	17,070.00	100.00		853.50
07-075	Moisture Proofing - L	2,180.00						2,180.00	
07-076	Moisture Proofing - M	3,270.00						3,270.00	
07-100	Caulk & Seal - L	1,290.00						1,290.00	
07-101	Caulk & Seal - M	860.00						860.00	
08-000	DOORS & WINDOWS								
08-050	HM Doors & Frames - M	21,016.00						21,016.00	
08-125	Hardware Material	20,854.00						20,854.00	
08-200	Glass & Glazing - L	4,000.00						4,000.00	
08-201	Glass & Glazing - M	1,900.00						1,900.00	
08-250	Door & Hardware Labor	4,000.00						4,000.00	

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Continuation Sheet

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

APPLICATION NO: 08-003D0004
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E		G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
08-275	Overhead Doors- L	21,919.00						21,919.00	
08-276	Overhead Doors- M	26,791.00						26,791.00	
09-000	FINISHES								
09-010	Sealed Concrete Floors- L	1,709.00						1,709.00	
09-011	Sealed Concrete Floors- M	2,565.00						2,565.00	
09-050	Sheetrock & Insulation - L	31,102.00						31,102.00	
09-051	Sheetrock & Insulation - M	46,654.00						46,654.00	
09-100	Acoustical Ceilings - L	4,608.00						4,608.00	
09-101	Acoustical Ceilings - M	6,912.00						6,912.00	
09-200	Flooring - L	6,321.00						6,321.00	
09-201	Flooring - M	7,726.00						7,726.00	
09-250	Painting - L	8,196.00						8,196.00	
09-251	Painting - M	10,019.00						10,019.00	
09-300	Ceramic Tile - L	8,880.00						8,880.00	
09-301	Ceramic Tile - M	13,320.00						13,320.00	
10-000	SPECIALTIES								
10-050	Louvers & Vents	4,000.00						4,000.00	
10-100	Interior Signage - L	100.00						100.00	
10-101	Interior Signage - M	350.00						350.00	
10-150	Fire Extinguishers - L	250.00						250.00	
10-151	Fire Extinguishers - M	1,000.00						1,000.00	
10-200	Toilet Partitions & Access. - L	2,769.00						2,769.00	
10-201	Toilet Partitions & Access. - M	6,461.00						6,461.00	
10-250	Lockers - L	1,380.00						1,380.00	
10-251	Lockers - M	3,220.00						3,220.00	

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Sep-24-2008 03:10 PM FACILITIES MGMT AND PLANNING 2816337022 5/11

AIA Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 08-00300004
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E		G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
11-000	EQUIPMENT								
11-050	Vehicle Service Equipment - L	155,750.00						155,750.00	
11-051	Vehicle Service Equipment - M	363,417.00						363,417.00	
13-000	SPECIAL CONSTRUCTION								
13-050	Pre-Engineered Bldg. Materials	498,431.00						498,431.00	
13-100	Building Erection	85,250.00						85,250.00	
13-150	Canopies - L	4,800.00						4,800.00	
13-151	Canopies - M	11,200.00						11,200.00	
14-000	CONVEYING SYSTEMS								
14-050	OH Bridge Crane/Hoist - L	7,875.00						7,875.00	
14-051	OH Bridge Crane/Hoist - M	23,625.00		4,725.00		4,725.00	20.00	18,900.00	236.25
15-000	MECHANICAL								
15-050	PLUMBING								
15-051	Site San. Sewer - L	21,422.00	19,280.00	1,071.00		20,351.00	95.00	1,071.00	1,017.55
15-052	Site San. Sewer - M	24,100.00	21,690.00	1,205.00		22,895.00	95.00	1,205.00	1,144.75
15-053	Water/Site - L	13,389.00	12,049.00	669.00		12,718.00	94.99	671.00	635.90
15-054	Water/Site - M	45,522.00	40,970.00	2,276.00		43,246.00	95.00	2,276.00	2,162.30
15-055	U.G. Storm/Site - L	10,711.00	9,640.00	536.00		10,176.00	95.01	535.00	508.80
15-056	.U.G. Storm/Site - M	16,066.00	14,190.00	1,125.00		15,315.00	95.33	751.00	765.75
15-057	San. Sewer/Bldg. - L	16,066.00		12,050.00		12,050.00	75.00	4,016.00	602.50
15-058	San. Sewer/Bldg. - M	10,711.00	2,678.00	5,356.00		8,034.00	75.01	2,677.00	401.70
15-059	Air Piping - L	2,442.00						2,442.00	
15-060	Air Piping - M	3,663.00						3,663.00	
15-061	Water/Bldg. - L	14,100.00		4,935.00		4,935.00	35.00	9,165.00	246.75
15-062	Water/Bldg. - M	28,000.00	2,800.00	7,000.00		9,800.00	35.00	18,200.00	490.00

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AIA Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 08-00300004
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E		G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
15-063	Fixtures/Equip. - L	10,711.00						10,711.00	
15-064	Fixtures/Equip. - M	32,133.00						32,133.00	
15-065	Insulation - L	8,033.00						8,033.00	
15-066	Insulation - M	10,712.00						10,712.00	
15-100	HVAC								
15-101	Equipment - L	13,201.00						13,201.00	
15-102	Equipment - M	40,823.00						40,823.00	
15-103	Grilles/Covers - L	2,640.00						2,640.00	
15-104	Grilles/Louvers - M	5,280.00						5,280.00	
15-105	Fans - L	3,965.00						3,965.00	
15-106	Fans - M	6,600.00						6,600.00	
15-107	Ductwork - L	12,521.00						12,521.00	
15-108	Ductwork - M	11,880.00						11,880.00	
15-109	Piping - L	9,880.00						9,880.00	
15-110	Piping - M	11,880.00						11,880.00	
15-111	Insulation - L	3,966.00						3,966.00	
15-112	Insulation - M	5,280.00						5,280.00	
15-113	Testing & Balancing	4,000.00						4,000.00	
16-000	ELECTRICAL								
16-060	Start-Up/Mobilization/Permit	6,000.00	6,000.00			6,000.00	100.00		300.00
16-061	Temporary Power/Lights	3,000.00	1,500.00			1,500.00	50.00	1,500.00	75.00
16-062	Underground/Trenching - E	5,000.00		2,000.00		2,000.00	40.00	3,000.00	100.00
16-063	Underground/Trenching - L	3,000.00		1,200.00		1,200.00	40.00	1,800.00	60.00
16-064	Rough-In Conduit - L	23,000.00						23,000.00	
16-065	Rough-In Conduit - M	25,000.00	14,000.00			14,000.00	56.00	11,000.00	700.00

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Continuation Sheet

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

APPLICATION NO: 08-00300004
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-003

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
16-056	Wire - L	24,000.00						24,000.00	
16-057	Wire - M	70,500.00	64,000.00			64,000.00	90.78	6,500.00	3,200.00
16-058	Rough-in Sw/Plugs - L	20,000.00						20,000.00	
16-059	Rough-in Sw/Plugs - M	12,000.00						12,000.00	
16-060	Fire Alarm Rough-in - L	1,500.00						1,500.00	
16-061	Fire Alarm Rough-in - M	500.00						500.00	
16-062	Fixtures Rough-in - L	22,000.00						22,000.00	
16-063	Fixtures Rough-in - M	30,000.00						30,000.00	
16-064	Trim out - L	7,000.00						7,000.00	
16-065	Trim out - M	3,000.00						3,000.00	
16-066	Generator - L	3,000.00						3,000.00	
16-067	Generator - M	40,000.00						40,000.00	
16-068	Equip. panels/disconnects - L	21,000.00						21,000.00	
16-069	Equip. panels/disconnects - M	35,000.00						35,000.00	
16-070	Check list, completion manuals	1,000.00						1,000.00	
16-100	FIRE ALARM								
16-101	Fire Alarm - L	4,570.00						4,570.00	
16-102	Fire Alarm - M	6,855.00						6,855.00	
	Totals	3,319,192.00	505,440.00	174,983.00	17,070.00	697,493.00	21.01	2,621,699.00	34,874.67

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FM1917

PARTIAL RELEASE OF LIEN

RECEIVED
SEP 16 2008
BY:

TO WHOM IT MAY CONCERN: Name: **Protective Environmental Strategies**
Address: **P.O. Box 867**
Spring, TX 77373

FOR AN IN CONSIDERATION OF: **$4,310.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): 42132

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 13 day of August

BY: [signature]

TITLE: Project Coordinator

STATE OF: Texas

COUNTY OF: Fort Bend

This 13th day of August being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

[signature]
Notary Public

My Commission Expires: 8/9/2009

LINDA M. VAZQUEZ
Notary Public, State of Texas
My Commission Expires
August 09, 2009

PM1917

PARTIAL RELEASE OF LIEN

RECEIVED
SEP 18 2008
BY:

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$182,450.35**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **08-00300004**

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of **September, 2008**

BY: Russell McCowen

TITLE: Project Manager

STATE OF: Texas

COUNTY OF: Fort Bend

This **2nd** day of September, **2008** **Russell McCowen**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

MARGIE BARKER
My Commission Expires
June 17, 2012

My Commission Expires: 6/17/2012

PM917

PARTIAL RELEASE OF LIEN

RECEIVED
SEP 16 2008
BY:

TO WHOM IT MAY CONCERN: Name: **Protective Environmental Strategies**
Address: **P.O. Box 867**
Spring, TX 77373

FOR AN IN CONSIDERATION OF: **$1,085.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per Invoice number (s): 42237

billed to **Base Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Needville Service Center
3743 School St.
Needville, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 13 day of August

BY:

TITLE: Operations Coordinator

STATE OF: Texas

COUNTY OF: Fort Bend

This 13th day of August, 2008 Bob Felcinski being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Notary Public

My Commission Expires: 8/9/2009

LINDA M. VAZQUEZ
Notary Public, State of Texas
My Commission Expires
August 09, 2009

14K

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 24, 2008	**Submitted By: Laura Dougherty**
	Department: Facilities Management & Planning
Court Agenda Date: October 7, 2008	**Phone Number: 281/633-7017**

SUMMARY OF ITEM: Approve Pay App # 08-00100002 in the amount of $293,949.00 to Bass Construction Co., Inc for construction services on the Tax Assessor/Collector Project

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

List Supporting Documents Attached: Pay Application

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Tax Assessor/Collector (P418B-06TAXOFF)

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☒ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Please Approve.

Special Handling Requested (specify):

Sep-24-2008 03:43 PM FACILITIES MGMT AND PLANNING 2816337022 1/8

FM1903

AIA Document G702™ – 1992

OK to pay 9-18-8

RECEIVED
SEP 05 2008
BY:

Application and Certificate for Payment PO # 18662 R # 35338

TO OWNER:	Facilities & Planning Dept. 1402 Band Rd., Suite 100 Rosenberg, TX 77471	PROJECT:	Fort Bend County Tax Office 1317 Ransom Rd. Richmond, Texas	APPLICATION NO:	08-00100002
				PERIOD TO:	8/31/2008
				CONTRACT FOR:	
FROM CONTRACTOR:	Bass Construction Co., Inc. 1124 Damon St. Rosenberg, TX 77471	VIA ARCHITECT:		CONTRACT DATE:	7/18/2008
				PROJECT NOS:	08-001 / /

Distribution to:
OWNER ☐ X
ARCHITECT ☐ X
CONTRACTOR ☐ X
FIELD ☐ X
OTHER ☐ X

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	3,488,940.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	3,488,940.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	588,616.00
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$	29,430.80 ✓
b. % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	29,430.80 ✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	559,185.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	265,236.20 ✓
8. CURRENT PAYMENT DUE	$	293,949.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	2,929,754.80

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

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

CONTRACTOR: Bass Construction Co., Inc.
By: [signature] Date: 9/4/08
State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 4th day of September, 2008
Notary Public: Margie Barker
My Commission expires:

MARGIE BARKER
My Commission Expires
June 17, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $

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

ARCHITECT:
By: Date:

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

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Continuation Sheet

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

APPLICATION NO: 08-00100002
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-001

A	B	C	D	E		G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01-000	GENERAL CONDITIONS								
01-050	Bond & Insurances	82,522.00	82,522.00			82,522.00	100.00		4,126.10
01-200	Rentals & Temporaries	6,810.00		2,860.00		2,860.00	42.00	3,950.00	143.00
01-250	Housekeeping	8,986.00		449.00		449.00	5.00	8,537.00	22.45
01-300	Supervision/Trvl/Proj. Mgmt.	64,150.00	6,415.00	12,830.00		19,245.00	30.00	44,905.00	962.25
01-350	Project Closeout	2,500.00						2,500.00	
01-400	Layout/Misc. Expenses	3,975.00	2,981.00	199.00		3,180.00	80.00	795.00	159.00
01-450	Permit Fee Allowance	7,500.00	7,500.00			7,500.00	100.00		375.00
01-475	Owners Contingency Allowan	100,000.00						100,000.00	
01-500	Overhead & Profit	206,964.00	13,295.00	14,734.00		28,029.00	13.54	178,935.00	1,401.45
02-000	SITEWORK								
02-150	Earthwork	189,043.00	132,330.00	18,904.00		151,234.00	80.00	37,809.00	7,561.70
02-250	U.G. Utilities	62,901.00	18,870.00			18,870.00	30.00	44,031.00	943.50
02-300	Erosion Control	3,910.00	3,910.00			3,910.00	100.00		195.50
02-400	Asphalt Paving Allowance	15,000.00						15,000.00	
02-450	Light Pole Bases	5,000.00						5,000.00	
02-550	HC Signs & Striping	3,910.00						3,910.00	
02-600	Landscaping	27,500.00						27,500.00	
03-000	CONCRETE								
03-200	Foundation Material & Labor	478,658.00		167,530.00		167,530.00	35.00	311,128.00	8,376.50
04-000	MASONRY								
04-050	Masonry - Mat'l	117,538.00						117,538.00	
05-000	METALS								
05-050	Structural Steel Materials	159,415.00		7,971.00		7,971.00	5.00	151,444.00	398.55
05-100	Structural Steel Erection	67,000.00						67,000.00	

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Continuation Sheet

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In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION NO: 08-00100002
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-001

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
05-150	Steel Trusses	80,861.00						80,861.00	
05-200	Support Steel/Acordion Dr.	1,500.00						1,500.00	
06-000	WOOD & PLASTICS								
06-050	Rough Materials & Labor	38,813.00						38,813.00	
06-150	Casework	65,775.00						65,775.00	
07-000	WATERPROOFING								
07-050	Moisture Proofing	27,955.00						27,955.00	
07-100	Roofing	156,002.00						156,002.00	
07-150	In-Wall Insulation	7,828.00						7,828.00	
08-000	DOORS & WINDOWS								
08-050	Doors & Frames	24,378.00						24,378.00	
08-100	Door & Hardware Labor	6,000.00						6,000.00	
08-125	Hardware	19,350.00						19,350.00	
08-200	Glass & Glazing	105,586.00						105,586.00	
09-000	FINISHES								
09-050	Drywall	286,911.00						286,911.00	
09-100	Acoustical Ceilings	30,700.00						30,700.00	
09-200	Ceramic Tile	80,591.00						80,591.00	
09-250	Painting	29,100.00						29,100.00	
10-000	SPECIALTIES								
10-100	Signage Allowance	2,000.00						2,000.00	
10-150	Folding Partition	3,716.00						3,716.00	
10-200	Toilet Partitions & Accessr	5,600.00						5,600.00	
11-000	EQUIPMENT								
11-050	Teller & Service Equip.	34,555.00						34,555.00	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Sep-24-2008 03:43 PM FACILITIES MGMT AND PLANNING 2816337022

AIA Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 08-00100002
APPLICATION DATE: 9/4/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO: 08-001

A	B	C	D	E		G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
11-100	Appliance Allowance	808.00						808.00	
14-000	CONVEYING SYSTEMS								
14-050	Elevator M&L	45,491.00	11,373.00			11,373.00	25.00	34,118.00	568.65
15-000	MECHANICAL								
15-050	Plumbing M&L	80,858.00		26,683.00		26,683.00	33.00	54,175.00	1,334.15
15-100	HVAC M&L	285,937.00						285,937.00	
15-150	Sprinkler System M&L	59,461.00						59,461.00	
16-000	ELECTRICAL								
16-050	Electrical M&L	381,734.00		57,260.00		57,260.00	15.00	324,474.00	2,863.00
16-100	Fire Alarm System	14,148.00						14,148.00	
17-000	CHANGE ORDERS								
	Totals	3,488,840.00	279,196.00	309,420.00		588,616.00	16.87	2,900,324.00	29,430.80

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FM1903

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Bass Construction Co., Inc.**
Address: **1124 Damon St.**
Rosenberg, TX 77471

FOR AN IN CONSIDERATION OF: **$293,949.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished.

As per invoice number (s): **08-00100002**

billed to **Fort Bend County Facilities & Planning Dept.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this

4th day of **September, 2008**

BY: _____

TITLE: Project Manager

RECEIVED
SEP 05 2008
BY:

STATE OF: Texas

COUNTY OF: Fort Bend

This **4th** day of **September, 2008** **Tim Willert**
being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Margie Barker
Notary Public

My Commission Expires: 6/17/2012

MARGIE BARKER
My Commission Expires
June 17, 2012

Sep-24-2008 03:44 PM FACILITIES MGMT AND PLANNING 2816337022

PARTIAL RELEASE OF LIEN

TO WHOM IT MAY CONCERN: Name: **Henderson Fabrication**
Address: **P.O. Box 659**
Bay City, TX 77404-0659

FOR AN IN CONSIDERATION OF: **$7,542.00**
(Amount of request)

does hereby waive and relinquish any and all claims and rights of lien for the work, labor, materials, machinery, state/local taxes, or other goods, equipment or services performed or furnished

As per invoice number (s): 08057-SDAB

billed to **Bass Construction Co., Inc.** and located at the site hereinafter described to wit:

FBC Tax Office
1317 Ranson Rd.
Richmond, Texas

PROVIDE FURTHER, this release shall not become effective until all checks given as part of the consideration hereof, shall have been honored and paid in full.

IN WITNESS WHEREFORE, the undersigned has caused these present to be duly executed this 3rd day of September, 2008

BY: Alisha Kelley

TITLE: Controller

STATE OF: Texas

COUNTY OF: Matagorda

This 3rd day of September, 2008, Alisha Kelley being personally known to me appeared before me and executed the foregoing Waiver of Lien acknowledged such execution to be his/her free act and deed.

Tiffini Higgins
My Commission Expires
03/28/2009

Tiffini Higgins
Notary Public

My Commission Expires: 3/28/09

RECEIVED
SEP 05 2008
BY: Dan

FM1903

PARTIAL WAIVER OF LIEN

WHEREAS, Schindler Elevator Corporation entered into an agreement with BASS CONSTRUCTION CO INC as evidenced by contract/purchase order(s) no(s) 31037543 dated , whereby Schindler furnished ELEVATORS AND/OR ESCALATORS to BASS CONSTRUCTION CO INC for the project known as FT BEND CO TAX ASSESSOR OFFICE at 1597 RANSOM RD; and

WHEREAS, Schindler has been requested to provide a waiver of lien upon receipt of payment on account of said agreement;

NOW, THEREFORE, in consideration of the sum of $10,236.00 paid to Schindler, Schindler does hereby agree to waive, relinquish and release any and all liens or right to liens against the project known as FT BEND CO TAX ASSESSOR OFFICE at 1597 RANSOM RD to the extent of the aforesaid payment for the labor and/or materials supplied by Schindler as represented by Schindler invoice(s) no(s) 7401198166. This waiver shall be binding and valid only to the extent that Schindler has actually received unconditional payment. Should Schindler fail to receive unconditional payment, then this waiver shall be of no force and effect.

SCHINDLER ELEVATOR CORPORATION

DATE : 08/18/2008

BY: _____

Beth Rogers
Invoicing Specialist NI/MOD

RECEIVED
SEP 05 2008
BY: _____

Sep-24-2008 03:44 PM FACILITIES MGMT AND PLANNING 2816337022

AGENDA ITEM 15

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/01/08 **Submitted By:** Nicole Hobbs/County Attorney's Office
Department: FIRE MARSHAL
Court Agenda Date: 10/07/08 **Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve renewal Fire Protection Agreement between Fort Bend County and City of Missouri City, effective for a two-year period beginning October 1, 2008 and ending September 30, 2010.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ **NO** ☐

FUNDING SOURCE: Accounting Unit: **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-15-08 2 origs. rec't. to Nicole at CO Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF MISSOURI CITY

This Interlocal Agreement is entered into between the **County of Fort Bend,** hereinafter referred to as "**County**" and the **City of Missouri City**, hereinafter referred to as "**City**".

WITNESSETH:

WHEREAS, the **City** and the **County** desire to cooperate with each other in fire protection, fire fighting, and in emergency medical services; and

WHEREAS, the Fire Department desires to furnish fire protection, fire fighting, and assistance in emergency medical services to said unincorporated areas of the **County**; and

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

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

WHEREAS, the **City** and **County** desire compliance with the Americans with Disabilities Act of 1990, 42 USC; and

WHEREAS, this agreement is made pursuant to provisions of the Government Code Chapter 791, Local Government Code Chapter 352, and/or Local Government Code Chapter 233.

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

I.

During the term of this agreement, the Fire Department agrees to furnish fire protection, fire fighting, and assistance in emergency medical services to the unincorporated surrounding areas.

II.

County agrees to pay an established amount to the **City** for fire protection, fire fighting, and emergency medical assistance provided by the Fire Department to the unincorporated areas of the **County** pursuant to Paragraph 1 of this agreement.

III.

The term of this agreement shall be from **October 1, 2008** until **September 30, 2010**, unless sooner terminated by either party.

IV.

It is hereby agreed and understood that the fire protection, fire fighting and assistance in emergency medical services to be furnished by the Fire Department under this agreement shall include, but not be limited to, the following: Answering all calls for help and assistance in extinguishing fires in the

area designated in this agreement; furnishing fire fighting personnel, equipment and supplies to fight all fires; and answering all calls and personnel, equipment and supplies to fight all fires; and answering all calls and furnishing fire fighting personnel, equipment and supplies to protect persons and property which are endangered by fires; provided that the above described personnel, equipment and supplies are not otherwise engaged in fire fighting.

V.

The Fire Department shall observe and comply with all Federal, State, County and City laws, rules, ordinances and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this agreement. Specifically, the performance of this agreement shall comply with any and all requirements of the Americans with Disabilities Act of 1990, 42 USC.

VI.

It is expressly understood that the **County** has funds specifically allocated to fully discharge its obligation under this agreement. It is specifically provided that the acts of any person or persons while fighting fires, traveling to or from fires, or in any manner furnishing fire protection to the citizens of a county outside the city limits of any city, town, or village, shall be considered as the acts of agents of the county in all respects, notwithstanding such person or persons may be regular employees or firemen of a city, town or village. As may or may not be applicable to this particular Agreement, no city, town or village within a county and/or adjoining counties shall be held liable for the acts of any of any of its employees while engaged in fighting fires outside the city limits (Section 352.004 of the Texas Local Government Code). It is understood that the County will be liable on an individual basis for any equipment damage or replacement under statutory provision Local Government Code Chapter 352.001, 352.004, A.G. JM 748 and Court Interpretations of payment under separate agreements by subdivisions.

VII.

It is further agreed that in the performance of all obligations undertaken by this agreement, the Fire Department has the right to supervise, manage, control and direct the performance of fire protection, fire fighting, and assistance of emergency medical services; the **County** shall look to the Fire Department for results only and the **County** (except the County Fire Marshal) shall have no right at any time to direct or supervise the Fire Department or its agents or employees in the performance of such services or as to the manner, means or method in which services are performed.

VIII.

The Fire Department agrees to deliver to the Fire Marshal, authorization of the Fire Department, to enter into this agreement within fifteen (15) days after the execution of this agreement.

IX.

The Fire Department agrees to furnish to the County, not later than the tenth (10th) day of each month, a monthly report listing the total number of runs made into the unincorporated areas of Fort Bend County for the previous month and such other information relating to fire protection, fire fighting and assistance in emergency medical services of the Fire Department as may be requested by County. Said report shall be made on the form provided by Fort Bend County and shall be signed by an official of the Fire Department submitting report.

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: 10-7-08

ATTEST: _____
Dianne Wilson, County Clerk

CITY OF MISSOURI CITY

By: _____

Date: 9-2-08

ATTEST: _____
City Secretary

MISSOURI CITY FIRE & RESCUE

By: _____
Fire Chief

Auditor's Certificate

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

_____
Robert Ed Sturdivant, County Auditor

GDD/nh:Fire Marshal. 2008-2010.Mutual Aid: 1015- (07/31/08)

16

FORT BEND COUNTY FY 2008/9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 29, 2008	**Submitted By: Kent M. Edwards, PHR**
	Department: 007, Human Resources
Court Agenda Date: October 7, 2008	**Phone Number: 281-341-8631**

SUMMARY OF ITEM: Commissioners Court to approve 16 days of Extended Sick Leave for an employee of the Sheriff's Office, position # 5601-0346.

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

List Supporting Documents Attached: Memo to Commissioners Court.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO x

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO x

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Approve per recommendation of Human Resources

Special Handling Requested (specify):

17 B 1, 2

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 9/29/08

Court Date: 10/07/08

Submitted By: Sue Brock, 1st Assistant
Department: County Treasurer
Telephone: 281-341-3765

SUMMARY OF ITEM: Authorize payment of construction invoices for work performed by consultants and/or contractors as listed on Board Report dated September 24, 2008 for an amount totaling $5,323.52 which $779.00 is for construction work done on Section A of the Fort Bend Parkway, $2,443.75 for construction work done on Section B of the Fort Bend Parkway, $0.00 for construction work done on the Westpark Toll Road Section A, $498.27 for construction work done on Westpark Section B, $0.00 for Toll Bridge US-90A and FM359, $312.50 for construction work done on the Grand Parkway Segment D project, $1,290.00 on Bridge Over Brazos, and $0.00 for Trammel Fresno Study. (800409888-64600). Authorize payment of operations invoices in the amount of $216,444.53 for the Fort Bend Parkway, Section A & Westpark (810420100-63000).

Renewal Agreement/Appointment: YES ☐ NO ☐

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:
Budgeted Item: YES ☐ NO ☐

Funding Source: Fund:_____ Agency:____ Organization:_____ Object:_____

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions for submitting an Agenda Request:

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- Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.
- Original back-up must be received in County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office: ☒ (✓ when completed)
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Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

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☒ Budget Officer	(281-344-3954)	☒ Comm. Pct. 2	(281-403-8009)
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☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Authorize payment as indicated above.

Special Handling: _____

FORT BEND COUNTY TOLLROAD AUTHORITY

SUMMARY OF INVOICES FOR BOARD APPROVAL – CONSTRUCTION

September 24, 2008

PAYEE	INVOICE #	GRAND TOTAL	PARKWAY SEC. B #01	WESTPARK SEC. B #02	GRAND PARKWAY #03	RICHMOND TOLL BRIDGE #04	TRAMMEL FRESNO STUDY #05	BRIDGE OVER BRAZOS #06	PARKWAY SEC. A	WESTPARK SEC. A
ALLEN BOONE HUMPHRIES ROBINSON	27868	1,709.52						210.00		
	27703				312.50					
	27704		345.00							
	27705		343.75							
	27867			498.27						
BROWN & GAY ENGINEERS, INC.		0.00								
JERDON ENTERPRISE, LP	EST #2	779.00							779.00	
LJA ENGINEERING & SURVEYING, INC.		0.00								
PAMELA M. LOGSDON, CPA		0.00								
ME STONE dba PROFESSIONAL PROJECT MANAGEMENT		2,835.00								
	101-09-4		270.00							
	101-07-4		1,485.00							
	101-10-2							1,080.00		
WJ INTEREST		0.00								
TOTALS		**$5,323.52**	**$2,443.75**	**$498.27**	**$312.50**	**$0.00**	**$0.00**	**$1,290.00**	**$779.00**	**$0.00**

PAMELA M LOGSDON
Certified Public Accountant
5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092

FT BEND CO TOLLROAD AUTH - CONSTRUCTION
PARKWAY SECTION B [#01] - ACTUAL vs BUDGET
December 1, 2004 through September 24, 2008

	01PARKWAY SECTION B			
	Dec 1, '04 - Sep 24, 08	Budget	$ Over Budget	% of Budget
Expense				
400000 · ENGINEERING				
401000 · ENGINEERING-PARKWAY SEC. B				
401001 · FEASIBILITY STUDY-B&G	24,273.90	24,273.90	0.00	100.0%
401003 · FEASIBILITY STUDY-PBS&J	48,000.00	48,000.00	0.00	100.0%
401005 · R-O-W SURVEYS & MAPS-B&G	94,255.00	94,295.00	-40.00	100.0%
401010 · REALIGN KINIGHT RD[NEW QUEST]				
401011 · NEW QUEST REIMBURSEMENT	0.00	-30,000.00	30,000.00	0.0%
401013 · REVIEW DRIVEWAY ALIGNMENT-B&G	0.00	30,000.00	-30,000.00	0.0%
401015 · LEGAL-NEW QUEST	5,101.25			
Total 401010 · REALIGN KINIGHT RD[NEW QUEST]	5,101.25	0.00	5,101.25	100.0%
401101 · DESIGN-PARKWAY B-B&G	281,486.14	1,000,000.00	-718,513.86	28.1%
401102 · DESIGN-SEC B-PMT SIENNA-JOHNSON	-281,486.14	-1,000,000.00	718,513.86	28.1%
Total 401000 · ENGINEERING-PARKWAY SEC. B	171,630.15	166,568.90	5,061.25	103.0%
Total 400000 · ENGINEERING	171,630.15	166,568.90	5,061.25	103.0%
500000 · RIGHT-OF-WAY ACQUISITION				
500001 · LEGAL-ROW	40,984.70			
500003 · APPRAISALS	44,900.00	25,000.00	19,900.00	179.6%
500005 · TITLE FEES	0.00	275,000.00	-275,000.00	0.0%
500007 · SURVEYING and MAPPING	0.00	90,000.00	-90,000.00	0.0%
500020 · LAND ACQUSITION	0.00	1,500,000.00	-1,500,000.00	0.0%
500025 · PROPERTY TAXES	11.72			
500999 · CONTINGENCY	0.00	50,000.00	-50,000.00	0.0%
500000 · RIGHT-OF-WAY ACQUISITION - Other	343.75			
Total 500000 · RIGHT-OF-WAY ACQUISITION	86,240.17	1,940,000.00	-1,853,759.83	4.4%
600000 · CONSTRUCTION				
601000 · PARKWAY B CONSTRUCTION				
601020 · TOWN CENTER EXT[NewQ]-D GREENE	609,005.34	1,107,697.83	-498,692.49	55.0%
601029 · PMTS-NEW QUEST PROP	-609,005.34	-1,107,697.83	498,692.49	55.0%
Total 601000 · PARKWAY B CONSTRUCTION	0.00	0.00	0.00	0.0%
Total 600000 · CONSTRUCTION	0.00	0.00	0.00	0.0%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	25,674.75			
800015 · PROJECT MANAGEMENT	1,755.00			
800030 · LEGAL - GENERAL	4,604.45			
800033 · LEGAL - CONSTRUCTION	2,138.75			
800035 · LEGAL - OTHER	1,168.75			
800040 · ACCOUNTING FEES	2,750.95			
800900 · OPERATING COST	0.00	25,000.00	-25,000.00	0.0%
Total 800000 · ADMINISTRATIVE COST	38,092.65	25,000.00	13,092.65	152.4%
900000 · CONTINGENCIES	0.00	163,731.10	-163,731.10	0.0%
Total Expense	295,962.97	2,295,300.00	-1,999,337.03	12.9%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
WESTPARK SECTION B [#02] - ACTUAL vs BUDGET
AS PER ORIGINAL

March 1, 2006 through September 24, 2008

	02WESTPARK-SECTION B			
	Mar 1, '06 - Sep 24, 08	Budget	$ Over Budget	% of Budget
Expense				
400000 · ENGINEERING				
402000 · ENGINEERING-WESTPARK-SEC.B				
402007 · TRAFFIC & REVENUE STUDY-W SMITH	38,000.00	38,000.00	0.00	100.0%
402009 · ECONOMIC FEASIBILITY ANALYSIS	18,772.88	5,000.00	13,772.88	375.5%
402013 · SCHEMATIC PLAN & COST STUDY-LJA	48,360.07	75,000.00	-26,639.93	64.5%
402099 · OTHER ENGINEERING	2,887.40			
Total 402000 · ENGINEERING-WESTPARK-SEC.B	108,020.35	118,000.00	-9,979.65	91.5%
Total 400000 · ENGINEERING	108,020.35	118,000.00	-9,979.65	91.5%
500000 · RIGHT-OF-WAY ACQUISITION				
500001 · LEGAL-ROW	13,398.97			
500003 · APPRAISALS	2,500.00			
Total 500000 · RIGHT-OF-WAY ACQUISITION	15,898.97			
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	18,063.00	10,000.00	8,063.00	180.6%
800030 · LEGAL - GENERAL	5,315.10	10,000.00	-4,684.90	53.2%
800033 · LEGAL - CONSTRUCTION	3,746.25			
800040 · ACCOUNTING FEES	2,974.17			
800999 · MISCELLANEOUS	0.00	5,000.00	-5,000.00	0.0%
Total 800000 · ADMINISTRATIVE COST	30,098.52	25,000.00	5,098.52	120.4%
900000 · CONTINGENCIES	0.00	44,000.00	-44,000.00	0.0%
Total Expense	154,017.84	187,000.00	-32,982.16	82.4%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
GRAND PARKWAY [#03] - ACTUAL vs BUDGET
January 1, 2005 through September 24, 2008

AS PER ORIGINAL

	03GRAND PARKWAY			
	Jan 1, '05 - Sep 24, 08	Budget	$ Over Budget	% of Budget
Expense				
400000 · ENGINEERING				
403000 · ENGINEERING-GRAND PARKWAY				
403001 · FEASIBILITY STUDY-TC&B	72,789.00	72,789.00	0.00	100.0%
403007 · TRAFFIC & REVENUE STUDY-W SMITH	19,865.00	19,865.00	0.00	100.0%
Total 403000 · ENGINEERING-GRAND PARKWAY	92,654.00	92,654.00	0.00	100.0%
Total 400000 · ENGINEERING	92,654.00	92,654.00	0.00	100.0%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	52,357.50	25,000.00	27,357.50	209.4%
800030 · LEGAL - GENERAL	40,736.76	25,000.00	15,736.76	162.9%
800033 · LEGAL - CONSTRUCTION	1,487.50			
Total 800000 · ADMINISTRATIVE COST	94,581.76	50,000.00	44,581.76	189.2%
900000 · CONTINGENCIES	0.00	64,692.00	-64,692.00	0.0%
Total Expense	187,235.76	207,346.00	-20,110.24	90.3%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TOLL BRIDGE US 90A & FM 359 [#04] - ACTUAL vs BUDGET

AS PER ORIGINAL

March 1, 2006 through September 24, 2008

	04RICHMOND TOLL BRIDGE			
	Mar 1, '06 - Sep 24, 08	Budget	$ Over Budget	% of Budget
Expense				
400000 · ENGINEERING				
404000 · ENGINEERING-RICHMOND TOLL BRIDG				
404007 · TRAFFIC & REVENUE-ETSI	18,538.05	18,920.00	-381.95	98.0%
404011 · PRELININARY ENGINEERING-A&F	16,300.00	24,850.00	-8,550.00	65.6%
404015 · ENGINEERING & TRAFFIC STUDY-B&G	8,550.00	8,550.00	0.00	100.0%
Total 404000 · ENGINEERING-RICHMOND TOLL BRIDG	43,388.05	52,320.00	-8,931.95	82.9%
Total 400000 · ENGINEERING	43,388.05	52,320.00	-8,931.95	82.9%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	4,046.00	10,000.00	-5,954.00	40.5%
800015 · PROJECT MANAGEMENT	4,252.50	2,000.00	2,252.50	212.6%
800030 · LEGAL - GENERAL	872.50	15,680.00	-14,807.50	5.6%
Total 800000 · ADMINISTRATIVE COST	9,171.00	27,680.00	-18,509.00	33.1%
900000 · CONTINGENCIES	0.00	6,230.00	-6,230.00	0.0%
Total Expense	52,559.05	86,230.00	-33,670.95	61.0%

AS PER ORIGINAL

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TRAMMEL FRESNO CONNECTION STUDY [#05] - ACTUAL vs BUDGET
June 1, 2006 through September 24, 2008

	05TRAMMEL FRESNO CONNECT. STUDY			
	Jun 1, '06 - Sep 24, 08	Budget	$ Over Budget	% of Budget
Expense				
400000 · ENGINEERING				
405000 · ENGINEERING - TRAMMEL FRESNO				
405001 · ENGINEERING STUDY-LJA	22,228.77	22,150.99	77.78	100.4%
405007 · TRAFFICE ANALYSIS	0.00	2,500.00	-2,500.00	0.0%
Total 405000 · ENGINEERING - TRAMMEL FRESNO	22,228.77	24,650.99	-2,422.22	90.2%
Total 400000 · ENGINEERING	22,228.77	24,650.99	-2,422.22	90.2%
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	913.00	1,250.00	-337.00	73.0%
800030 · LEGAL - GENERAL	520.00	1,250.00	-730.00	41.6%
800035 · LEGAL - OTHER	1,883.75			
Total 800000 · ADMINISTRATIVE COST	3,316.75	2,500.00	816.75	132.7%
900000 · CONTINGENCIES	0.00	2,849.01	-2,849.01	0.0%
Total Expense	25,545.52	30,000.00	-4,454.48	85.2%

FT BEND CO TOLLROAD AUTH - CONTRUCTION
TOLL BRIDGE OVER BRAZOS RIVER [#06] - ACTUAL vs BUDGET
July 1 through September 24, 2008

	06BRIDGE-BRAZOS RIVER			
	Jul 1 - Sep 24, 08	Budget	$ Over Budget	% of Budget
Expense				
800000 · ADMINISTRATIVE COST				
800010 · CONSULTING	1,002.00			
800015 · PROJECT MANAGEMENT	1,080.00			
800033 · LEGAL - CONSTRUCTION	210.00			
Total 800000 · ADMINISTRATIVE COST	2,292.00			
Total Expense	2,292.00			

FORT BEND COUNTY TOLLROAD AUTHORITY
COMPLETED PROJECTS
September 24, 2008

	REVISED BUDGET [C]	COST TO DATE [D]	UNDER(OVER) [C] - [D] =[E] [E]	
FORT BEND PARKWAY SECTION A				
I. GEC & PRELIMINARY ENGINEERING	3,086,189	3,068,460	17,729	FINAL
II. FINAL DESIGN ENGINEERING	4,764,960	4,691,915	73,045	FINAL
III. RIGHT-OF-WAY ACQUISITION	4,558,109	4,144,106	414,003	FINAL
IV. UPDATE TRAFFIC & REVENUE STUDY	165,891	165,891	-	FINAL
V. CONSTRUCTION PHASE				
COMPLETED CONSTRUCTION PROJECTS	48,154,967	47,143,824	1,011,143	FINAL
CHASEWOOD MEDIAN-JERDON	49,440	46,968	2,472	**PENDING**
TxDOT PROJECTS - BELTWAY 8	(5,000,000)	(3,839,138) [1]	(1,160,862)	FINAL
VI. TECHNICAL SUPPORT SERVICES TO AUTHORITY	575,787	118,490	457,297	FINAL
VII. AUTHORITY OPERATING COSTS	922,042	718,409	203,633	FINAL
VIII. CONTINGENCIES	1,139,252	1,363,421	(224,169)	FINAL
TOTAL PARKWAY SECTION A PROJECT	**$ 58,416,637**	**$ 57,622,346**	**$ 794,291**	
WESTPARK SECTION A				
I. GEC & PRELIMINARY ENGINEERING	6,485,639	6,468,265	17,374	FINAL
II. FINAL DESIGN ENGINEERING	4,216,764	4,215,719	1,045	FINAL
III. RIGHT-OF-WAY ACQUISITION	1,837,000	398,045	1,438,955	FINAL
V. CONSTRUCTION				
COMPLETED CONSTRUCTION PROJECTS	54,023,186	50,568,853	3,454,333	FINAL
HCTRA REIMBURSEMENT-CONTRACT D U-TURN	(50,000)	-	(50,000)	**PENDING**
VII. OPERATING COSTS	300,000	290,655	9,345	FINAL
VII. CONTINGENCIES	(2,932,927)	65,567	(2,998,494)	FINAL
TOTAL WESTPARK SECTION A PROJECT	**$ 63,879,662**	**$ 62,007,104**	**$ 1,872,558**	

[1] Based on message received from Ft. Bend County Auditors office

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
September 24, 2008

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
FORT BEND PARKWAY SECTION A			
JERDON ENTERPRISE, LP			Approved FBCTRA
Median Opening at Chasewood Drive [BG #]		$49,440	19-Mar-08
EZ Tag Conversion - Parkway A-Operations		$190,800	
FORT BEND PARKWAY SECTION B			
DESIGN PHASE - SECTION B		$2,595,000	Approved FBCTRA
Approved report from Brown & Gay and forwarded to	Plus 10% Contingency of	259,500	Oct. 20,2004
Fort Bend County Commissioner Court for allocation of funds		$2,854,500	
BROWN & GAY ENGINEERS, INC.			Approved FBCTRA
FEASIBILITY ANALYSIS	LUMP SUM	$24,273.90	JAN 19,2005
ROW SURVEYS & MAPS	LUMP SUM	$88,995.00	JAN 18,2006
ADDITIONAL R-O-W SURVEYS		$5,300.00	AUG 16,2006
		$94,295.00	
KNIGHT ROAD-Review Driveway Plan Alignment [REIMBURSEMENT BY NEW QUEST]	NOT TO EXCEED	$30,000.00	AUG 16,2006
DESIGN SERVICES - PARKWAY SECTION B [TO BE PAID DIRECTLY BY SIENNA-JOHNSON AFTER APPROVED BY THE AUTHORITY]	NOT TO EXCEED	$953,275.62	February 20, 2008
DURWOOD GREENE CONSTRUCTION, LP	[A]		
Parkway Section B Extension at Town Center-New Quest [BG # NWQ05-50] [TO BE PAID DIRECTLY BY NEW QUEST]		$1,107,697.83	
FORT BEND COUNTY			Approved FBCTRA
ADVANCE FUNDS FOR R-O-W ACQUISITION		$1,940,000.00	DEC 21, 2005
FOX & BUBELA			Approved FBCTRA
APPRAISAL SERVICES ON EACH OF THE PARCELS		$25,000.00	JAN 19,2005
NEW QUEST PROPERTIES & CITY OF MISSOURI CITY	[A]		Approved FBCTRA
Developer agrees to provide sufficient funds as such become due for all construction costs for road improvements County shall reimburse the developer ...from ...bonds issued for the ...constructing Parkway Project B			Aug.16,2006
PBS&J			Approved FBCTRA
FEASIBILITY ANALYSIS	NOT TO EXCEED	$48,000.00	FEB 16, 2005
SIENNA-JOHNSON DEVELOPMENT			Approved FBCTRA
PAYMENT FOR BROWN & GAY DESIGN SERVICE FOR PARKWAY SECTION B		($1,000,000.00)	February 20, 2008
WESTPARK SECTION B			
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Engineering Study	Not to Exceed	$75,000.00	April 19,2006
WILBUR SMITH ASSOCIATES			Approved FBCTRA
Traffic and Revenue Study	Not to Exceed	$38,000.00	April 19,2006

FORT BEND COUNTY TOLL ROAD AUTHORITY
CONTRACTS AWARDED
September 24, 2008

VENDOR/DESCRIPTION	HOURS	AMOUNT	NOTICE TO PROCEED
GRAND PARKWAY CORRIDOR			
PRELIMINARY FEASIBILITY STUDY		$110,000	Approved FBCTRA
Approved report from Turner, Collie & Braden and forwarded to Fort Bend County Commissioner Court for allocation of funds	Plus 10% Contingency of $11,000		Oct. 20,2004
TURNER, COLLIE & BRADEN, INC. [TC&B]			Approved FBCTRA
Engineering Feasibility Study - Segment D	Not to Exceed	$72,789.00	Mar 16,2005
WILBUR SMITH ASSOCIATES			Approved FBCTRA
Traffic and Revenue Study	Lump Sum	$19,865.00	Mar 16,2005
TOLL BRIDGE US-90A and FM 359			
AGUIRRE & FIELDS LP			Approved FBCTRA
Engineering Services	Not to Exceed	$24,850.00	April 19,2006
ERGONOMIC TRANSPORTATION SOLUTIONS, INC.			Approved FBCTRA
Traffic and Revenue Study	Not to Exceed	$18,920.26	April 19,2006
REPORT FORWARDED TO FORT BEND COUNTY - AUGUST 16, 2006			
FM 723			
PRELIMINARY FEASIBILITY STUDY			Approved FBCTRA
Approved report from Carter & Burgess and forwarded to Ft Bend County for allocation of funds			Oct. 20,2004
TRAMMEL-FRESNO STUDY			
LJA ENGINEERING & SURVEYING, INC. [LJA]			Approved FBCTRA
Preliminary Feasibility Schematic Design; Construction cost estimates 180 calendar days [AINBINDER]	LUMP SUM	$22,150.99	AUG 16,2006
TOLL BRIDGE ACROSS THE BRAZOS RIVER at UNIVERSITY BOULEVARD			
FORT BEND COUNTY			
Ft Bend county transferred project to the Authority			22-Jul-08
KBR			
Feasibility Study			Transferred from Ft Bend County - 7/22/2008

FORT BEND COUNTY TOLLROAD AUTHORITY
OPERATIONS -- PARKWAY SECTION A & WESTPARK
SUMMARY OF INVOICES FOR BOARD APPROVAL
September 24, 2008

PAYEE		REFERENCE/ INVOICE #	AMOUNT
ALLEN BOONE HUMPHRIES ROBINSON, LLP		27702	16.25
		27708	800.82
		27865	1,090.94
BROWN & GAY			
JIM CONDREY		20-Aug-08	150.00
FORT BEND COUNTY (CONTRACT DEPUTY)			
HARCO INSURANCE SERVICES		TML6623	12,400.00
HARRIS COUNTY TOLL ROAD AUTHORITY			
	JAN 08 WESTPARK	AE000873	6,679.56
	FEB 08 WESTPARK	AE000876	14,621.33
	FEB 08 PARKWAY	AE000874	16,288.10
	FEB 08 WESTPARK	AE000875	1,205.92
	APR 08 WESTPARK	AE000880	23,295.93
	APR 08 PARKWAY	AE000879	3,447.22
	APR 08 PARKWAY	AE000878	26,475.35
	MAY 08 PARKWAY	AE000882	1,054.72
	MAY 08 PARKWAY	AE000881	24,145.39
THE DAVID HUNTER LAW FIRM		29-Aug-08	500.00
JERDON ENTERPRISE, L.P.		EST # 2-#5214	7,918.25
LINEBARGER GOGGAN BLAIR & SAMPSON LLP			-
PAMELA M LOGSDON			-
MARION MONTGOMERY, INC		16385	10,000.00
PROSPERITY BANK		31-Jul-08	70.75
CHARLES RENCHER		20-Aug-08	150.00
MICHAEL E. STONE		101-04-31	9,760.00
BOBBIE A TALLAS		20-Aug-08	150.00
TML IRP		TML6623	78,175.00
TRANSCORE		16707	22,749.00
CLIFF TERRELL		20-Aug-08	150.00
WJ INTEREST			-
JOE R ZIMMERMAN		20-Aug-08	150.00
TOTAL OPERATIONS -- PARKWAY SECTION A and WESTPARK			**261,444.53**

10-Sep-08

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FT BEND CO TOLLROAD AUTH - OPERATIONS
REVENUES AND EXPENSES FROM TOLL OPERATIONS
October 2007 through July 2008

	1PARKWAY SEC.A	2WESTPARK	3ADMINISTRATIVE	TOTAL
Income				
4000 · TOLL COLLECTIONS				
4001 · TOLL COLLECTIONS - EZTAG	4,553,858.15	7,493,570.65	-	12,047,428.80
4003 · TOLL COLLECTIONS - CASH	1,351,447.56	-	-	1,351,447.56
4005 · TOLL COLLECTIONS - VIOLATIONS	-	-	418,438.65	418,438.65
5999 · INTEREST INCOME	-	-	268,989.22	268,989.22
Total Income	**5,905,305.71**	**7,493,570.65**	**687,427.87**	**14,086,304.23**
Expense				
6000 · 1OPERATIONAL EXPENSES				
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	230,505.96	195,110.35	-	425,616.31
6030 · TOLL COLLECTION SERVICES[HCTRA]				
6031 · TOLL COLLECTIONS-EZ TAG	380,997.08	626,998.87	-	1,007,995.95
6033 · TOLL COLLECTIONS-CASH	192,923.68	-	-	192,923.68
6035 · TOLL COLLECTIONS-VIOLATIONS	-	-	211,092.95	211,092.95
6039 · COLLECTION ATTORNEY	-	-	235,303.85	235,303.85
6040 · SECURITY & LAW ENFORCEMENT	83,556.95	83,556.95	-	167,113.90
6110 · ELECTRICITY	53,180.00	79,280.75	-	132,460.75
6910 · LATE FEES	(220.13)	(301.29)	-	(521.42)
6920 · OTHER OPERATIONS EXPENSE	-	1.14	1,135.18	1,136.32
6950 · SPECIAL PROJECTS				
6951 · EZ TAG CONVERT-PKWAY-ENG-CONST	247,805.00	-	-	247,805.00
6956 · PKWAY @ Hwy 6-ACCESS ANALYSIS	13,027.13	-	-	13,027.13
6957 · MOFFIT ROAD	10,749.76	-	-	10,749.76
6999 · BELTWAY 8[HCTRA]-CAPITAL OUTLAY	2,000,000.00	-	-	2,000,000.00
7000 · 3ADMINISTRATIVE EXPENSES				
7005 · DIRECTOR PER DIEMS	-	-	7,081.90	7,081.90
7020 · ACCOUNTING	-	-	18,025.03	18,025.03
7040 · BANK SERVICE CHARGES	-	-	605.05	605.05
7045 · TELEPHONE	-	-	284.15	284.15
7050 · LEGAL - GENERAL	6,374.54	518.75	39,852.56	46,545.85
7057 · LEGAL-LITIGATION	1,355.82	-	1,585.00	2,940.82
7110 · INSURANCE	-	-	96,590.00	96,590.00
7120 · MANAGEMENT	4,452.00	1,343.00	108,682.00	114,477.00
7122 · GIS SERVICES	-	-	75,000.00	75,000.00
7190 · CONTINGENCIES - ADMIN	-	-	1,770.00	1,770.00
Total Expense	**3,224,707.79**	**986,508.52**	**796,807.67**	**5,008,023.98**
Net Ordinary Income	**2,680,597.92**	**6,507,062.13**	**(109,379.80)**	**9,078,280.25**
9505 · DEBT SERVICE INTEREST	(2,813,511.46)	(2,801,237.24)	(3,000.00)	(5,617,748.70)
Net Income	**(132,913.54)**	**3,705,824.89**	**(112,379.80)**	**3,460,531.55**

FT BEND CO TOLLROAD AUTH - OPERATIONS
BUDGET vs ACTUAL
October 2007 through July 2008

	1PARKWAY SEC.A		2WESTPARK		3ADMINISTRATIVE		TOTAL	
	Oct '07 - Jul 08	Budget	Oct '07 - Jul 08	Budget	Oct '07 - Jul 08	Budget	Oct '07 - Jul 08	Budget
Income								
4000 · TOLL COLLECTIONS								
4001 · TOLL COLLECTIONS - EZTAG	4,553,858.15	6,416,670.00	7,493,570.85	7,500,000.00	-		12,047,428.80	13,916,670.00
4003 · TOLL COLLECTIONS - CASH	1,351,447.56	112,500.00	-		-		1,351,447.56	112,500.00
4005 · TOLL COLLECTIONS - VIOLATIONS	-		-		418,438.65	233,330.00	418,438.65	233,330.00
5999 · INTEREST INCOME	-		-		268,988.22		268,988.22	-
Total Income	5,905,305.71	6,529,170.00	7,493,570.85	7,500,000.00	687,427.87	233,330.00	14,086,304.23	14,262,500.00
Expense								
6000 · 1OPERATIONAL EXPENSES								
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	230,505.96	450,000.00	195,110.35	300,000.00	-		425,616.31	750,000.00
6020 · M & R - TOLL COLLECTION EQUIP	-	20,830.00	-	20,830.00	-		-	41,660.00
6030 · TOLL COLLECTION SERVICES(HCTRA)								
6031 · TOLL COLLECTIONS-EZ TAG	380,997.08	466,670.00	626,998.87	825,000.00	-		1,007,995.95	1,291,670.00
6033 · TOLL COLLECTIONS-CASH	192,923.68	29,170.00	-		-		192,923.68	29,170.00
6035 · TOLL COLLECTIONS-VIOLATIONS	-		-		211,092.95	120,830.00	211,092.95	120,830.00
6038 · COLLECTION ATTORNEY	-		-		235,303.85	112,500.00	235,303.85	112,500.00
6040 · SECURITY & LAW ENFORCEMENT	83,556.95	76,670.00	83,556.05	76,670.00	-		167,113.00	153,340.00
6110 · ELECTRICITY	53,180.00	91,670.00	79,280.75	75,000.00	-		132,460.75	166,670.00
6810 · LATE FEES	(220.13)	2,500.00	(301.29)	830.00	-		(521.42)	3,330.00
6820 · OTHER OPERATIONS EXPENSE	-		1.14		1,135.18		1,136.32	-
6950 · SPECIAL PROJECTS								
6951 · EZ TAG CONVERT-PKWAY-ENG-CONST	247,805.00	100,000.00	-		-		247,805.00	100,000.00
6952 · LAKE OLYMPIA RAMP MODIFICATIONS	-	185,000.00	-		-		-	185,000.00
6953 · MOFFETT ROAD EXTENSION	-	75,000.00	-		-		-	75,000.00
6954 · SLOPE PAVING REPAIRS @ 99-WPK	-		-	100,000.00	-		-	100,000.00
6956 · PKWAY @ Hwy 6-ACCESS ANALYSIS	13,027.13		-		-		13,027.13	-
6957 · MOFFIT ROAD	10,749.76		-		-		10,749.76	-
6999 · BELTWAY 8[HCTRA]-CAPITAL OUTLAY	2,000,000.00		-		-		2,000,000.00	-
7000 · 3ADMINISTRATIVE EXPENSES								
7005 · DIRECTOR PER DIEMS	-		-		7,081.90	7,500.00	7,081.90	7,500.00
7020 · ACCOUNTING	-		-		18,025.03	33,330.00	18,025.03	33,330.00
7040 · BANK SERVICE CHARGES	-		-		805.05	830.00	805.05	830.00
7045 · TELEPHONE	-		-		264.15		264.15	-
7050 · LEGAL - GENERAL	6,374.54		516.75		39,652.56	50,000.00	46,545.85	50,000.00
7057 · LEGAL-LITIGATION	1,355.82		-		1,585.00		2,940.82	-
7110 · INSURANCE	-		-		96,590.00	30,000.00	96,590.00	30,000.00
7120 · MANAGEMENT	4,452.00	25,000.00	1,343.00	25,000.00	108,682.00	50,000.00	114,477.00	100,000.00
7122 · GIS SERVICES	-		-		75,000.00	75,000.00	75,000.00	75,000.00
7190 · CONTINGENCIES - ADMIN	-		-		1,770.00	83,330.00	1,770.00	83,330.00
Total Expense	3,224,797.79	1,522,510.00	986,508.52	1,423,330.00	796,867.67	663,320.00	5,008,623.98	3,609,160.00
Net Ordinary Income	2,680,507.92	5,006,660.00	6,507,062.13	6,076,670.00	(109,379.80)	(329,990.00)	9,078,280.25	10,753,340.00
9505 · DEBT SERVICE INTEREST	(2,813,511.46)	(2,628,960.00)	(2,801,237.24)	(2,998,900.00)	(3,000.00)		(5,617,748.70)	(5,627,860.00)
Net Income	(132,913.54)	2,377,700.00	3,705,824.89	3,077,770.00	(112,379.80)	(329,990.00)	3,460,531.55	5,125,480.00

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A
June 30, 2008

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
Aug-04	6,188.35	(796.18)	5,392.17	0.00	12,007
Sep-04	145,229.81	(18,895.05)	126,334.76	122.00	180,314
Oct-04	181,792.90	(22,482.29)	159,310.61	101.00	233,798
Nov-04	183,365.00	(24,701.31)	158,663.69	175.50	233,030
Dec-04	196,525.47	(26,064.28)	170,461.19	192.50	254,262
Jan-05	217,164.72	(27,920.97)	189,243.75	224.75	279,691
Feb-05	217,073.06	(31,645.86)	185,427.20	137.00	275,492
Mar-05	260,409.40	(33,571.05)	226,838.35	152.50	333,231
Apr-05	281,019.27	(32,401.86)	248,617.41	186.00	362,023
May-05	314,452.30	(48,043.97)	266,408.33	214.75	392,814
Jun-05	326,378.02	(39,857.22)	286,520.80	189.25	403,226
Jul-05	316,080.78	(39,132.50)	276,948.28	266.50	394,587
Aug-05	565,524.51	(93,368.58)	472,155.93	663.50	847,434
Sep-05	530,917.94	(89,493.66)	441,424.28	853.00	828,145
REFUND-LETTER FEE	**54,738.90**	**193,278.01**	**248,016.91**	---	---
Oct-05	757,979.26	(128,656.84)	629,322.42	921.25	1,200,086
Nov-05	751,937.42	(123,517.46)	628,419.96	1,154.50	1,187,547
REFUND-LETTER FEE	**26,171.00**	**103,433.46**	**129,604.46**	---	---
Dec-05	791,502.14	(78,022.96)	713,479.18	1,296.00	1,255,506
Jan-06	849,028.46	(83,681.60)	765,346.86	1,291.75	1,336,357
Feb-06	821,234.09	(79,614.30)	741,619.79	1,250.50	1,311,867
Mar-06	980,824.49	(96,100.27)	884,724.22	1,572.25	1,555,179
Apr-06	968,163.32	(97,032.15)	871,131.17	1,488.50	1,552,652
May-06	1,042,880.53	(105,867.95)	937,012.58	1,460.25	1,658,529
Jun-06	1,030,227.61	(107,283.64)	922,943.97	1,762.50	1,631,165
Jul-06	1,005,198.42	(106,097.10)	899,101.32	1,663.00	1,584,323
Aug-06	1,150,678.63	(119,901.71)	1,030,776.92	3,066.50	1,834,102
Sep-06	1,109,165.57	(117,159.40)	992,006.17	2,658.75	1,773,063
Oct-06	1,206,506.64	(125,497.12)	1,081,009.52	2,897.75	1,930,183
Nov-06	1,174,350.41	(124,795.13)	1,049,555.28	3,705.25	1,871,241
Dec-06	1,180,866.42	(128,637.62)	1,052,228.80	4,425.75	1,877,783
Jan-07	1,212,137.51	(129,755.31)	1,082,382.20	4,264.75	1,917,767
Feb-07	1,230,956.48	(133,828.83)	1,097,127.65	4,881.75	1,928,823
Mar-07	1,402,304.21	(150,356.22)	1,251,947.99	6,842.25	2,237,536
Apr-07	1,341,818.44	(145,446.38)	1,196,372.06	6,445.05	2,132,644
May-07	1,388,351.44	(154,356.33)	1,233,995.11	6,990.25	2,220,698
Jun-07	1,319,289.61	(143,302.64)	1,175,986.97	7,871.50	2,114,107
Jul-07	1,286,594.18	(134,906.46)	1,151,687.72	8,031.05	2,070,193
Aug-07	1,440,929.23	(156,871.77)	1,284,057.46	9,215.00	2,302,727

FORT BEND COUNTY TOLL ROAD AUTHORITY
SUMMARY OF MONTHLY REPORT FROM HCTRA
PARKWAY & WESTPARK - SECTION A
June 30, 2008

GRAND TOTALS

	GROSS TOLL REVENUE	HCTRA FEE	NET TOLLS WIRE TO FBCTRA OPERATING	INTEROP TOLLS NOT COLLECTED	# OF TRANS EZTAG & CASH
Sep-07	1,320,312.24	(136,878.09)	1,183,434.15	8,804.00	2,136,300
Oct-07	1,473,736.91	(154,402.69)	1,319,334.22	10,114.45	2,372,681
Nov-07	1,341,690.80	(121,346.27)	1,220,344.53	10,541.50	2,192,155
Dec-07	1,339,117.71	(135,434.00)	1,203,683.71	10,501.75	2,170,342
Jan-08	1,378,359.69	(143,631.11)	1,234,728.58	10,591.35	2,222,082
Feb-08	1,368,533.10	(140,559.70)	1,227,973.40	10,269.75	2,225,716
Mar-08	1,435,463.04	(149,312.53)	1,286,150.51	12,106.75	2,345,398
Apr-08	1,420,293.59	(147,363.75)	1,272,929.84	11,732.55	2,365,325
May-08	1,439,307.82	(148,718.13)	1,290,589.69	12,596.80	2,385,564
Jun-08	1,351,422.34	(139,965.31)	1,211,457.03	12,990.50	2,221,580
TOTALS	**$43,134,193.18**	**($4,419,964.08)**	**$38,714,229.10**	**$198,883.75**	**68,151,275**
EZTAG	36,942,565.25	(3,051,986.90)	33,890,578.35	211,520.25	61,010,183
CASH	6,072,073.70	(735,958.56)	5,336,115.14	—	9,199,482
VIOLATIONS	1,308,051.84	(682,403.66)	248,026.81	—	
	80,909.90	(80,909.90)	377,621.37		
TOTALS	**$44,403,600.69**	**($4,551,259.02)**	**$39,852,341.67**	**$211,520.25**	**70,209,665**
	1,269,407.51	(131,294.94)	1,138,112.57	12,636.50	2,058,390.00
FYE 2005	3,796,860.43	(335,096.77)	3,461,763.66	3,478.25	5,030,054
FYE 2006	11,284,990.94	(1,139,501.92)	10,145,489.02	19,585.75	17,880,376
FYE 2007	15,504,416.81	(1,664,631.90)	13,839,784.91	74,374.35	24,740,002.00
FYE 2008	12,547,925.00	(1,280,733.49)	11,267,191.51	101,445.40	20,500,843.00
TOTALS	**$43,134,193.18**	**($4,419,964.08)**	**$38,714,229.10**	**$198,883.75**	**68,151,275**
	(1,269,407.51)	131,294.94	(1,138,112.57)	(12,636.50)	(2,058,390.00)

FT BEND CO TOLLROAD AUTH - OPERATIONS
FYE 2008 - BUDGET SUMMARY

	TOTAL 2008 Budget	PARKWAY 2008 Budget	WESTPARK 2008 Budget	ADMIN 2008 Budget	
Income					
4000 · TOLL COLLECTIONS					
4001 · TOLL COLLECTIONS - EZTAG	16,700,000	7,700,000	9,000,000		
4003 · TOLL COLLECTIONS - CASH	135,000	135,000			
4005 · TOLL COLLECTIONS - VIOLATIONS	280,000			280,000	
5999 · INTEREST INCOME	-				
Total Income	**17,115,000**	**7,835,000**	**9,000,000**	**280,000**	0.00
Expense					
6009 · 1OPERATIONAL EXPENSES					
6010 · ROAD,FACILITIES,LANDSCAPE MAINT	900,000	540,000	360,000		
6020 · M & R - TOLL COLLECTION EQUIP	50,000	25,000	25,000		
6030 · TOLL COLLECTION SERVICES[HCTRA]					
6031 · TOLL COLLECTIONS-EZ TAG	1,550,000	560,000	990,000		
6033 · TOLL COLLECTIONS-CASH	35,000	35,000			
6035 · TOLL COLLECTIONS-VIOLATIONS	145,000			145,000	
6039 · COLLECTION ATTORNEY	135,000			135,000	
6040 · SECURITY & LAW ENFORCEMENT	184,000	92,000	92,000		
6110 · ELECTRICITY	200,000	110,000	90,000		
** Special Projects					
Parkway EZ-Tag Conversion [Eng & Construction]	100,000	100,000			
Lake Olympia Ramp Modifications	185,000	185,000			
Moffett Road Extension	75,000	75,000			
Slope Paving Repairs @ 99/Westpark	100,000		100,000		
6910 · LATE FEES	4,000	3,000	1,000		
7000 · 3ADMINISTRATIVE EXPENSES					
7005 · DIRECTOR PER DIEMS	9,000			9,000	
7020 · ACCOUNTING	40,000			40,000	
7030 · ADVERTISING	-				
7040 · BANK SERVICE CHARGES	1,000			1,000	
7050 · LEGAL - GENERAL	60,000			60,000	
7055 · LEGAL - TxDOT	-				
7110 · INSURANCE	30,000			30,000	
7120 · MANAGEMENT	120,000	30,000	30,000	60,000	
7130 · OFFICE RENT	-				
***** · GIS Services	75,000			75,000	
7190 · CONTINGENCIES - ADMIN	100,000			100,000	
Total Expense	**4,098,000**	**1,755,000**	**1,688,000**	**655,000**	0.00
Net Income - Available for Debt Service	**13,017,000**	**6,080,000**	**7,312,000**	**(375,000)**	0.00
Other Expense - Debt Service - Interest only	(6,753,431)	(3,154,750)	(3,598,681)		
Net Income after Debt Service	**6,263,569**	**2,925,250**	**3,713,319**	**(375,000)**	0.00

SCHEDULE OF DEBT SERVICE			
2007 - 2010 ANNUAL INTEREST only	$ 6,753,431	$ 3,154,750	$3,598,681
2011 - ANNUAL P & I	$ 8,125,431	$ 4,134,750	$3,990,681
2011 - 2032 P & I	$ 10,495,049	$ 4,903,938	$5,591,111
MAXIMUM DEBT SERVICE - P & I - 2030	$ 11,256,000	$ 5,263,750	$5,992,250

FORT BEND COUNTY TOLLROAD AUTHORITY

DEBT SERVICE PAYMENTS

F:\1CLIENT FILES\FT BEND CO TOLLROAD AUTH\DEBT SERVICE PMT SUM.xls
9/10/2008 2:01 PM

FYE OCT 1-SEPT 30	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
	PRIN 1-Mar	INT MAR 1 & SEP 1	TOTAL	PRIN 1-Mar	INT MAR 1 & SEP 1	TOTAL	PRIN	INT	TOTAL
2004		4,083,648.61	4,083,648.61			-	-	4,083,648.61	4,083,648.61
2005		3,154,750.00	3,154,750.00		4,798,241.67	4,798,241.67	-	7,952,991.67	7,952,991.67
2006		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2007		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2008		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2009		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2010		3,154,750.00	3,154,750.00		3,598,681.26	3,598,681.26	-	6,753,431.26	6,753,431.26
2011	1,000,000.00	3,134,750.00	4,134,750.00	400,000.00	3,590,681.26	3,990,681.26	1,400,000.00	6,725,431.26	8,125,431.26
2012	1,000,000.00	3,094,750.00	4,094,750.00	645,000.00	3,570,990.63	4,215,990.63	1,645,000.00	6,665,740.63	8,310,740.63
2013	1,000,000.00	3,054,750.00	4,054,750.00	900,000.00	3,541,300.00	4,441,300.00	1,900,000.00	6,596,050.00	8,496,050.00
2014	1,145,000.00	3,006,125.00	4,151,125.00	1,200,000.00	3,493,300.00	4,693,300.00	2,345,000.00	6,499,425.00	8,844,425.00
2015	1,300,000.00	2,945,000.00	4,245,000.00	1,520,000.00	3,425,300.00	4,945,300.00	2,820,000.00	6,370,300.00	9,190,300.00
2016	1,600,000.00	2,872,500.00	4,472,500.00	1,930,000.00	3,336,637.50	5,266,637.50	3,530,000.00	6,209,137.50	9,739,137.50
2017	1,850,000.00	2,786,250.00	4,636,250.00	2,390,000.00	3,223,237.50	5,613,237.50	4,240,000.00	6,009,487.50	10,249,487.50
2018	2,150,000.00	2,686,250.00	4,836,250.00	2,900,000.00	3,088,000.00	5,988,000.00	5,050,000.00	5,774,250.00	10,824,250.00
2019	2,500,000.00	2,570,000.00	5,070,000.00	3,050,000.00	2,939,250.00	5,989,250.00	5,550,000.00	5,509,250.00	11,059,250.00
2020	2,800,000.00	2,437,500.00	5,237,500.00	3,200,000.00	2,783,000.00	5,983,000.00	6,000,000.00	5,220,500.00	11,220,500.00
2021	2,950,000.00	2,293,750.00	5,243,750.00	3,370,000.00	2,618,750.00	5,988,750.00	6,320,000.00	4,912,500.00	11,232,500.00
2022	3,100,000.00	2,142,500.00	5,242,500.00	3,550,000.00	2,445,750.00	5,995,750.00	6,650,000.00	4,588,250.00	11,238,250.00
2023	3,250,000.00	1,983,750.00	5,233,750.00	3,725,000.00	2,263,875.00	5,988,875.00	6,975,000.00	4,247,625.00	11,222,625.00
2024	3,450,000.00	1,816,250.00	5,266,250.00	3,915,000.00	2,072,875.00	5,987,875.00	7,365,000.00	3,889,125.00	11,254,125.00
2025	3,600,000.00	1,640,000.00	5,240,000.00	4,120,000.00	1,872,000.00	5,992,000.00	7,720,000.00	3,512,000.00	11,232,000.00
2026	3,800,000.00	1,455,000.00	5,255,000.00	4,330,000.00	1,660,750.00	5,990,750.00	8,130,000.00	3,115,750.00	11,245,750.00
2027	4,000,000.00	1,260,000.00	5,260,000.00	4,550,000.00	1,438,750.00	5,988,750.00	8,550,000.00	2,698,750.00	11,248,750.00
2028	4,200,000.00	1,055,000.00	5,255,000.00	4,780,000.00	1,205,500.00	5,985,500.00	8,980,000.00	2,260,500.00	11,240,500.00
2029	4,400,000.00	840,000.00	5,240,000.00	5,030,000.00	960,250.00	5,990,250.00	9,430,000.00	1,800,250.00	11,230,250.00
2030	4,650,000.00	613,750.00	5,263,750.00	5,290,000.00	702,250.00	5,992,250.00	9,940,000.00	1,316,000.00	11,256,000.00
2031	4,850,000.00	376,250.00	5,226,250.00	5,560,000.00	431,000.00	5,991,000.00	10,410,000.00	807,250.00	11,217,250.00
2032	5,100,000.00	127,500.00	5,227,500.00	5,840,000.00	146,000.00	5,986,000.00	10,940,000.00	273,500.00	11,213,500.00
TOTALS	63,695,000	67,203,773.61	130,898,773.61	72,195,000	73,601,094.66	145,796,094.66	135,890,000.00	140,804,868.47	276,694,868.47
		x-foot---->	130,898,774		x-foot---->	145,796,095		x-foot---->	276,694,868
		Diff---->	0.00		Diff---->	0.00		Diff---->	0.00

OVERALL AVERAGES	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
# OF YEARS	29			28					
YRLY AVG	2,196,379.31	2,317,371.50	4,513,750.81	2,578,392.86	2,628,610.53	5,207,003.39			$ 9,720,754.20
MOTHLY AVG	$ 183,031.61	$ 193,114.29	$ 376,145.90	$ 214,866.07	$ 219,050.88	$ 433,916.95	$ 397,897.68	$ 412,165.17	$ 810,062.85

AVERAGES 2011 - 2032	PARKWAY SEC A			WESTPARK SEC A			GRAND TOTAL		
# OF YEARS	22								
TOTAL PMT 2011-2032	63,695,000	44,191,625	107,886,625	72,195,000	50,809,447	123,004,447	$ 135,890,000.00	$ 95,001,071.89	$ 230,891,071.89
YRLY AVG	$ 2,895,227.27	$ 2,008,710.23	$ 4,903,937.50	$ 3,281,590.91	$ 2,309,520.31	$ 5,591,111.22	$ 6,176,818.18	$ 4,318,230.54	$ 10,495,048.72
MOTHLY AVG	$ 241,268.94	$ 167,392.52	$ 408,661.46	$ 273,465.91	$ 192,460.03	$ 465,926.94	$ 514,734.85	$ 359,852.55	$ 874,587.39

FORT BEND COUNTY TOLLROAD AUTHORITY
CONTRACTS AWARDED
September 17, 2008

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
MICHAEL BAKER, JR., INC.			
GIS SERVICES	LUMP SUM	$75,000	September 19, 2007
BROWN & GAY			
Engineering for Lane Closure at Main Lane Toll Plaza-Parkway A		$2,500	March 21, 2007
Engineering for traffic control design to convert Parkway A to electronic tolling		$17,846	December 19, 2007
Construction Inspection Parkway A Conversion to EZ Tag		$7,980	March 19, 2008
Annual System Inspection and Report [Roadway, Bridges and Buildings]			March 19, 2008
9331.00 Parkway A [43%]		$9,331	
Weatpark A [57%]		$12,369	
CARTER & BURGESS, INC.			March 19, 2008
Right Turn Lane SH6 westbound to Parkway A Northboun	LUMP SUM	$52,348	
CONSTABLE PRECENT 4, FORT BEND COUNTY			
PARKWAY & WESTPARK - Two Sheriff's Car to Patrol Five days a Week, Eight hours a Day	OCT 1,2007-SEP 30,2008	$182,542.05	19-Sep-07
DIRECTOR FEE COMPENSATION	EFFECTIVE MARCH 1, 2006	$150 per day	Feb 15,2006
ETC			
Additional Toll Equipment		$72,321	March 21, 2007
HARRIS COUNTY			
[1] Toll Operations and Maintenance and Toll Collection System [cost-various] Harris Co. will operate & maintain Ft. Bend Co.'s section			Aug.20,2003
[2] JORGENSEN - Maintenance Contract [Routine maintenance, service calls, mowing, incident response] Bill Jameson to approve work orders. Cost to be deducted from monthly toll revenue			Aug. 18, 2004
[3] JOINT CONSTRUCTION ,MAINTENANCE & OPERATION OF WESTPARK EXTENSION			Apr 20,2005
H-GAC ENERGY PURCHASING CORPORATION Negotiate the purchase of electricity			February 21, 2007
DAVID HUNTER			
ADMINISTRATIVE HEARING JUDGE	$500/Hearing		Mar 16,2005
JERDON ENTERPRISE, LP			
Median @ Chasewood Drive - Parkway A - Construction		$49,440	March 19, 2008
EZ Tag Coversion - Parkway A-Operations		190,800	
Change Order #1 - Parkway A-Operations		4,035	September 17, 2008
		$ 244,275.00	
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP			
Toll Violation Collection Services			Jul. 21,2004
$50.00 LETTER FEE - 31 days after $15 letter fee			Feb. 20, 2008
$25.00 CITATION - Issued for Administrative Hearing			
$50.00 Account Prosecuted at Admin. Hearing			

FORT BEND COUNTY TOLLROAD AUTHORITY
CONTRACTS AWARDED
September 17, 2008

VENDOR/DESCRIPTION	HOURS	AMOUNT	DATE APPROVED
MARION MONTGOMERY, INC.			
Web Site Setup and Management		7,735.00	Mar 17,2004
Public Outreach EZ Tag Conversion Parkway A	Not to Exceed	15,000.00	16-Mar-08
MICHAEL E. STONE, PMP dba PROFESSIONAL PROJECT MANAGEMENT SERVICES			
Operations Manager		$ 90,480 per year	May 31, 2006
M Stone - 4 hours per week [additional hours @$135 per hour]			
Staff FBCTRA Office - 20 hours per week [additional hours @ $60/hour]			
ORDER ESTABLISHING TOLL RATE SCHEDULE & SPEED LIMIT			Jul. 21,2004
TERRA SERVICES		$265 per month	Mar 16,2005
TRANS CORE, LP			
Violation Enforcement Equipment - EZ Tag Conversion		$34,737	May 21, 2008
TOLL VIOLATION HEARING FEE		$265 per month	Mar 16,2005
FORT BEND COUNTY MUD NO. 50			
Storm Sewer Easement for the Westpark Corridor			Oct. 19,2005

DEBT SERVICE SCHEDULE

SEMI-ANNUAL INTEREST PAYMENTS DUE	- MARCH 1	$1,577,375.00	PARKWAY SEC. A
THROUGH SEPTEMBER 1, 2010	$3,376,715.63	$1,799,340.63	WESTPARK
	- SEPTEMBER 1	$1,577,375.00	PARKWAY SEC. A
	$3,376,715.63	$1,799,340.63	WESTPARK

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: October 1, 2008	**Submitted By: Mary Gready**
	Department: Juvenile Probation
Court Agenda Date: October 7, 2008	**Phone Number: 281-633-7317**

SUMMARY OF ITEM: To formally accept a grant award from the Texas Criminal Justice Division for the 2nd year of the "Saved By the Bell" Delinquency Reduction Program targeting truant students to apply pro-active casework management strategies with meaningful sanctions in order to address truancy issues and ultimately reduce delinquency.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X

FUNDING SOURCE: Accounting Unit: 150575999 Account Number:
Activity (If Applicable): G575-09SAVEDBEL

DESCRIPTION OF LAWSON ACCOUNT: Grant-funded personnel

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to accept the grant award from the Texas Criminal Justice Division for the 2nd year of the "Saved By the Bell" Delinquency Reduction Program, grant #1958702, in the amount of $98,442.00. No match required.

Special Handling Requested (specify):

STATE OF TEXAS
OFFICE OF THE GOVERNOR

Rick Perry
Governor

RECEIVED
SEP 18 2008

September 10, 2008

The Honorable Robert Hebert
Fort Bend County
309 South 4th Street, Suite 719
Richmond, Texas 77469

Dear Judge Hebert:

I am pleased to announce a grant award for $98,442.00 to your organization for the following project: "Saved by the Bell" Delinquency Reduction Program.

My Criminal Justice Division is working to ensure that communities throughout the state receive the resources to make Texas a safer place. CJD-funded programs promote help and healing for crime victims, provide safe places and positive role models for young Texans, enforce laws that protect citizens and expand training opportunities for Texas criminal justice professionals. Your project contributes to these efforts.

Instructions for activating your grant online at https://cjdonline.governor.state.tx.us should have come to you already by email. Please call my Criminal Justice Division at (512) 463-1919 if you have any questions.

Sincerely,

Rick Perry

Rick Perry
Governor

RP:cb
1958702

AS PER ORIGINAL

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 10, 2008

The Honorable Robert Hebert
County Judge
PREVIEW - Fort Bend County - PREVIEW -
122 Golfview Drive
Richmond, Texas 77469

Dear Judge Hebert:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed t the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants: an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms a instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Ken C. Nicolas
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX) / Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

STATEMENT OF GRANT AWARD

Grant Number:	SF-09-J20-19587-02
Program Fund:	SF-00.421 State Criminal Justice Planning (421) Fund
Grantee Name:	PREVIEW - Fort Bend County - PREVIEW -
Project Title:	"Saved by the Bell" Delinquency Reduction Program
Grant Period:	09/01/2008 - 08/31/2009
Liquidation Date:	11/29/2009
Date Awarded:	09/10/2008
CJD Grant Manager:	LaTanya Tatum

CJD Award Amount:	$98,442.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$98,442.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Angie Martin, Director of Programs and Grant Administration
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 10, 2008

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports will be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report should be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or a state warrant.

Generated Program Income – Any income generated as a direct result of the grant activities should be reported to CJD through the Financial Status Report and grant adjustment processes Program income should be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award should be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds should be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees should immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees shall notify the local prosecutor's office of any possible criminal violations. Grantees should immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees will submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees should readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee should make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/divisions/stategrants/guidelines. Grantees should submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds should be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil and/or criminal penalties. Please contact us if you have any questions about supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees should follow their established policy and best practices for procuring goods and/or services with grant funds. Contracts should be routinely monitored for delivery of services and/or goods. When a contractual or equipment procurement is in excess of $100,000, grantees will submit a Procurement Questionnaire http://www.governor.state.tx.us/divisions/cjd/formsapps/view to CJD for approval prior to procurement.

Travel – Grantees should follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee will use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD should comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees should take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

19

STATE/LOCAL PUBLIC TRANSPORTATION GRANT AGREEMENT
FEDERAL FUNDS AMENDMENT # 2

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Fort Bend County, hereinafter called the "Subrecipient".

WITNESSETH

WHEREAS, the State and the Subrecipient executed a Grant Agreement on May 6, 2008, which provided for the expenditure of funds pursuant to the provisions of the *Transportation Code*, Chapter 455, which authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under *Transportation Code*, Chapter 456; and,

WHEREAS, it has become necessary to amend that grant agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Subrecipient do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The Subrecipient has requested to amend the budget and the State has approved the request. Attachment B, hereto attached, is the revised project budget and shall replace the budget page as amended and is included with the above-mentioned Grant Agreement.

All other provisions of the original grant agreement are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE SUBRECIPIENT have executed duplicate counterparts to effectuate this agreement.

FORT BEND COUNTY
Name of Subrecipient

By: _____
Signature

Robert E. Hebert
Printed Name

County Judge
Title

10-7-08
Date

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
for: Delvin L. Dennis, P.E., Interim District Engineer, Houston District
Gabriel Y. Johnson, P.E.
Typed, Printed or Stamped Name
Title: Interim Director of District Transportation Planning

Date: _____

10-8-08 copy received

AS PER ORIGINAL

Fort Bend County Transportation Program
5311 Rural Transit Request
FY08 Federal Grant 51812F7098, RTP 0803(12)31
Amendment No. 2
FY09 State Grant 51912F7019, RTP 0901(12)
Revised Line Item Budget
Submitted to TxDOT 9-10-08

		FY08 Federal EFF 2/5/2008 EXP 8/31/2009	FY09 State Eff: 9/1/08 Exp: 8/31/09		
		Fed	State	Local	TDC
CAPITAL	**8%**	**58.00%**	**25%**	**17%**	
COMPUTER HARDWARE	$ 136	$ 79	$ 34	$ 23	
COMPUTER SOFTWARE	$ 40	$ 23	$ 10	$ 7	
COMPUTER SOFTWARE MAINTENANCE	$ 1,312	$ 761	$ 328	$ 223	
PURCHASE OF SERVICE - CCC	$ 87,379	$ 50,680	$ 21,845	$ 14,854	
TYPE III VEHICLE	$ 76,050	$ 65,000	$ -	$ -	$ 11,050
TOTAL CAPITAL BUDGET	$ 164,917	$ 116,543	$ 22,217	$ 15,107	$ 11,050
ADMINISTRATIVE	**8%**	**58.00%**	**25%**	**17%**	
SALARY / WAGES	$ 19,628	$ 11,384	$ 4,907	$ 3,337	
SALARY / WAGES - PART TIME	$ 1,821	$ 1,056	$ 455	$ 310	
FRINGE	$ 7,998	$ 4,639	$ 2,000	$ 1,359	
EMPLOYMENT AGENCY	$ 400	$ 232	$ 100	$ 68	
TRAVEL	$ 930	$ 539	$ 233	$ 158	
FURNITURE & EQUIPMENT < $500	$ 200	$ 116	$ 50	$ 34	
NEWSPAPER ADS	$ 6	$ 3	$ 2	$ 1	
PERIODICALS / BOOKS	$ 8	$ 5	$ 2	$ 1	
MEMBERSHIP DUES	$ 320	$ 186	$ 80	$ 54	
CONSULTANT TRANSPORTATION	$ 59,968	$ 34,781	$ 14,992	$ 10,195	
TOTAL PLANNING BUDGET	$ 91,279	$ 52,941	$ 22,821	$ 15,517	$ -
OPERATING	**8%**	**49.621%**	**23.734%**	**26.65%**	
PURCHASE OF SERVICE	$ 109,899	$ 54,533	$ 26,083	$ 29,283	
SALARY / WAGES	$ 11,513	$ 5,713	$ 2,733	$ 3,067	
SALARY / WAGES - PART TIME	$ 313	$ 155	$ 75	$ 83	
FRINGE	$ 4,311	$ 2,437	$ 1,166	$ 1,308	
EMPLOYMENT AGENCY	$ 400	$ 198	$ 95	$ 107	
CONSUMABLES	$ 800	$ 397	$ 190	$ 213	
EQUIPMENT REPAIR & MAINTENANCE	$ 800	$ 397	$ 190	$ 213	
TRAVEL	$ 1,378	$ 684	$ 327	$ 367	
TELEPHONE	$ 1,053	$ 523	$ 250	$ 280	
PARK & RIDE LOT MAINTENANCE	$ 1,152	$ 572	$ 273	$ 307	
GROSS OPERATING BUDGET	$ 132,219	$ 65,609	$ 31,382	$ 35,228	$ -
Fares	$ 14,497	$ 14,497			
NET OPERATING BUDGET	$ 117,722	$ 51,112	$ 31,382	$ 35,228	$ -
[redacted] Total Budget	$ [redacted] 373,918	$ [redacted] 220,596	$ [redacted] 76,420	$ [redacted] 65,852	$ [redacted] 11,050

Fort Bend County
Public Transportation Budget-Attachment B

AS PER ORIGINAL

FY 2008

Original Budget				§5311	Original Budget			
Legend					§5311			
Texas					Federal	State	Local	Total
DrugDomestic								
Locked Cell				Project #				
Data Entry				Grant #				
Title Cells				Start Date				
				End Date				
				Revision Date				
Original Budget				Total of All Programs	§5311			§5311
Capital Description	ALI Code	Fund Type			Federal	State	Local	Total
Replace Bus <30'								
Acquisition- Acquisitions Hardware								
Acquisition- Acquisitions Software								
Bus Parts & Radio Eq								
3rd Party Contract								
Acquisition - Miscellaneous Equipment								
Acquisitions- Communications Systems								
Preventive Maintenance								
Purchase of Service								
Preventive Maintenance-5310								
Purchase of Service-5310								
ALL 5310 Capital								
Capital Subtotal								
Original Budget					Federal	State	Local	Total
Administration Costs								
Planning Costs								
Total Admin/Planning Costs								
Original Budget					Federal	State	Local	Total
Gross Operating								
Farebox Revenue								
Net Operating								
Original Budget					§5311			
				Total	Federal	State	Local	Total
Total Transit Budget								

Revisions					Revisions			
Do Not Alt Select either the Amend Number or the Revision number as appropriate				Amend/Revision #	Amend 2	Amend 2		
				Start Date				
				End Date				
				Revision Date				
		Quantity & Fuel Type		Total of All Programs	§5311			§5311
Capital Description	ALI				Federal	State	Local	Total
Replace Bus <30'								
Acquisition- Acquisitions Hardware								
Acquisition- Acquisitions Software								
Bus Parts & Radio Eq								
3rd Party Contract								
Acquisition - Miscellaneous Equipment								
Acquisitions- Communications Systems								
Preventive Maintenance								
Purchase of Service								
Preventive Maintenance-5310								
Purchase of Service-5310								
ALL 5310 Capital								
Capital Subtotal								
Revisions					Federal	State	Local	Total
Administration Costs								
Planning Costs								
Total Admin/Planning Costs								
Revisions					Federal	State	Local	Total
Gross Operating								
Farebox Revenue								
Net Operating								
					§5311			§5311
				Total	Federal	State	Local	Total
Total Transit Budget								

Revised Budget				Revised Budget			Revised Budget	
				Start Date				
				End Date				
				Revision Date				
				Total of All Programs	§5311			§5311
Capital Description	ALI Code	Fund Type			Federal	State	Local	Total
Replace Bus <30'								
Acquisition- Acquisitions Hardware								
Acquisition- Acquisitions Software								
Bus Parts & Radio Eq								
3rd Party Contract								
Acquisition - Miscellaneous Equipment								
Acquisitions- Communications Systems								
Preventive Maintenance								
Purchase of Service								
Preventive Maintenance-5310								
Purchase of Service-5310								
ALL 5310 Capital								
Capital Subtotal								
Revised Budget					Federal	State	Local	Total
Administration Costs								
Planning Costs								
Total Admin/Planning Costs								
Revised Budget					Federal	State	Local	Total
Gross Operating								
Farebox Revenue								
Net Operating								
Revised Budget					§5311			§5311
				Total	Federal	State	Local	Total
Total Transit Budget								

FEDERAL
FY08 - Master Bdt
Capital - 51,543
" other - 65,000
ADMIN 52,941
OPR - 51,112
$220,596

POS ~~55,650~~ 50,650
CAPITAL 863
51543
CAPITAL 65,000
52,941
51,112
$220,596

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/01/08 **Submitted By:** Nicole Hobbs/County Attorney's Office
Department: SHERIFF
Court Agenda Date: 10/07/08 **Phone Number:** 281-341-4555

20
A, B

SUMMARY OF ITEM:
Approve renewal Contract Deputy Agreement between Fort Bend County and Fort Bend County Municipal Utility District No. 30, effective from October 1, 2008 through September 30, 2009.

Approve renewal Contract Deputy Agreement between Fort Bend County and Sienna Plantation Residential Association, Incorporated, effective from October 1, 2008 through September 30, 2009.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: **YES** ☐ **NO** ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 orig. ret. to Nicole at Co Attorney

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 30

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners' Court ("County"), and Fort Bend County Municipal Utility District No. 30 ("District")

WITNESSETH:

WHEREAS, the County and the District desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as Municipal Utility District No. 30, as authorized by Chapter 791, Texas Government Code and Chapter 49, Texas Water Code;

WHEREAS, ***the District agrees to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a twelve (12) month period, beginning October 1, 2008 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Sheriff ("Law Enforcement Official") has law enforcement authority in the District's geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy(ies) deviates from the terms of the Contract, the employment of the Contract Deputy(ies) may be immediately terminated by the County. If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

A. Area. That Area herein referred to generally as District is more particularly described as the following Subdivisions:

Chelsea at Mission Bend	Mission Oaks
Great Oaks	Mission West
Great Oaks South	Park at Mission Glen
Keegans Ridge	Withers Ridge
Mission Sierra	

In no event shall the defined Area exceed the geographical area represented by the District or the jurisdictional boundaries of the County.

B. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the District to provide the additional law enforcement services contemplated and provided for in this Agreement.

C. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy(ies) is on vacation leave, is on sick leave and receives workers' compensation benefits.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a twelve (12) month period commencing **October 1, 2008** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the District, at any time after the District has defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the District shall at any time be in default of any obligation hereunder, the District shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

E. If the term of this Agreement is terminated at any time other than at the end of a contract month; the monthly installment payment for such month shall be prorated.

F. The District shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY(IES)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the District, with **one (1)** Contract Deputy(ies), to the Area.
The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the District at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy(ies).

C. The Law Enforcement Official, or his representative, shall endeavor to notify the District as soon as possible when a Contract Deputy(ies) is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office.
In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

F. The Contract Deputy(ies) performing the duties hereunder shall promptly notify

the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the District or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy(ies) to devote any portion of his/her Working Time to the Area.

It is expressly understood and agreed to by the parties that:

a. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;

b. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or

c. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the District and/or the resident's of the Area, other than to pay the District an appropriate refund, if any be due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO DISTRICT, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The District agrees to pay any and all increases in the Contract Deputy(ies)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;
7. Any overtime incurred at the request of the District:
8. Any overtime incurred because of circumstances related to the Area: and/or;
9. Death and Dismemberment Insurance

B. Salary. Upon notice by the County to the District of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the District shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY DISTRICT

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The District agrees to pay Fort Bend County ***an estimate sum of $74,052.35*** ("Contract Amount" or 100% Contract Cost") for **one (1)** Contract Deputy(ies) to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy(ies) Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent. The Contract Amount shall be due and payable, without demand, in twelve (12) equal monthly installments of ***$6,171.03***, subject to any adjustments as provided herein.

1. The first installment shall be due on **October 1, 2008**.
2. Each subsequent monthly installment shall be due and payable, without demand, on or before the 1st day of each month during the term of this Agreement.

C. The District hereby expressly agrees to pay for all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the District, at its option, may purchase the equipment and donate it to the County or the District may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the District purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).
2. In the event that the District desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.

3. Regardless of which option the District chooses, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of

the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of District's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. **THE DISTRICT, AS ALLOWED BY LAW, AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE DISTRICT, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. District shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. District shall provide Licensee subsequent insurance certificates throughout the term of the Agreement upon request. District shall carry Commercial General Liability insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverage shall be written on a per occurrence form.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **District**: Allen Boone Humphries & Robinson, LLP
Fort Bend County MUD 30
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective **October 1, 2008.**

FORT BEND COUNTY

Robert E. Hebert, County Judge
Date: 10-7-08

Fort Bend County Sheriff

Milton Wright, Sheriff

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 30

By:
Title: President
Date: 9-23-08

Attachment: Exhibit "A" – Cost Estimate Sheet

GDD:nh:MUD30.renewal:3042- (09/16/08)

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

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 30

On this the 7 day of Oct., 2008, the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and MUD 30 for one (1) Contract Deputy from the Fort Bend County Sheriff's Office in the amount of **$74,052.35** for a period of twelve (12) months beginning **October 1, 2008**.

It is understood and agreed that, pursuant to Chapter 791, Texas Government Code and Chapter 49 of the Texas Water Code, in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said incorporated City within which corporate limits the Area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

GDD:nh:MUD30 renewal:3042- (09/16/08)

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Fort Bend County

MUD 30 Contract Deputy Sheriff

For the Period of October 1, 2008 through September 30, 2009

Description	10/1/2008 thru 9/30/2009
Salaries (1-Deputy)	60,926.40
Total Salary & Fringe Benefits	60,926.40
Other Rentals/Leases	200.00
Automobile Parts/Maintenance & Repa	1,000.00
Officer Training Supplies	300.00
Uniforms	1,000.00
Fuel	5,360.79
Automobile Capital Mileage	5,265.16
Total Cost	**74,052.35**
Monthly Payment	**6,171.03**

dd
8/19/2008 0:00

Attachment A

AS PER ORIGINAL

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INCORPORATED

This Agreement, made and entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners' Court ("County"), and Sienna Plantation Residential Association, Incorporated ("Association").

WITNESSETH:

WHEREAS, the County and the Association desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services to a certain Area in Fort Bend County, Texas, generally referred to as Sienna Plantation Subdivision as authorized by Section 351.061, Texas Local Government Code;

WHEREAS, ***the Association agrees to pay the County for all of the costs and additional expenses the County will incur for providing such additional law enforcement services for a twelve (12) month period, beginning October 1, 2008 and ending September 30, 2009.***

WHEREAS, the Fort Bend County Sheriff's Office, ("Law Enforcement Official") has law enforcement authority in the Association's geographical area; and

WHEREAS, the County and the Law Enforcement Official desire to provide said additional law enforcement services; and

WHEREAS, if a Contract Deputy(ies) deviates from the terms of the Contract, the employment of the Contract Deputy(ies) may be immediately terminated by the County. If law enforcement support staff alters or falsely adapts reports, their employment will be terminated. If the elected Law Enforcement Official promotes or in any manner allows a deviation from the terms of the Contract, it may be grounds for an Action for Removal of the elected Official by the County.

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

ARTICLE I.
DEFINITIONS

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

1. Area. That Area herein referred to generally as Sienna Plantation Subdivision is more particularly described in Exhibit "B" attached hereto and made a part of this Agreement.

In no event shall the defined Area exceed the geographical area represented by the Association or the jurisdictional boundaries of the County.

2. Contract Deputy(ies). Means the additional Deputy(ies) (whether one or more) provided by the County to the Association to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Working Time. Means the usual or normal hours (including overtime) that a Contract Deputy(ies) is required by the Law Enforcement Official to work in any calendar month. In addition, working time includes one hundred percent (100%) of the time the Contract Deputy(ies) is on vacation leave, is on sick leave and receives workers' compensation benefits.

ARTICLE II.
PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions herein contained.

ARTICLE III.
TERM

The term of this Agreement shall be for a twelve (12) month period commencing **October 1, 2008** at 12:01 a.m. and expiring on **September 30, 2009** at 12:00 a.m., unless sooner terminated pursuant to the terms herein contained.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least thirty (30) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

B. It is expressly understood and agreed to by the parties that, notwithstanding the ability of either party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with or without notice to the Association, at any time after the Association has defaulted in the payment of any obligation hereunder.

C. It is expressly understood and agreed to by the parties that if the Association shall at any time be in default of any obligation hereunder, the Association shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

D. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered hereunder.

E. If the term of this Agreement is terminated at any time other than at the end of a contract month; the monthly installment payment for such month shall be prorated.

F. The Association shall have the option to renew this Agreement, upon the terms and conditions mutually agreed to in writing by both parties, by giving the County written notice of its election not later than thirty (30) days prior to the expiration of the initial term.

ARTICLE IV.
CONTRACT DEPUTY(IES)

A. The County, by and through the Law Enforcement Official's Office, agrees to provide the Association, five (5) Contract Deputy(ies), to the Area. The Contract Deputy(ies) shall perform his/her duties under this Agreement in full compliance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office.

B. The Law Enforcement Official, or his representative, shall endeavor to notify the Association at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy(ies).

C. The Law Enforcement Official, or his representative, shall endeavor to notify the Association as soon as possible when a Contract Deputy(ies) is on sick leave.

D. The Contract Deputy(ies) shall perform his/her duties under this Agreement in the same manner as if the Contract Deputy(ies) were performing the duties in the absence of an Agreement.

E. The Contract Deputy(ies) shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Fort Bend County Sheriff's Office.

In the event the Area is within the incorporated limits of a municipality, the Contract Deputy(ies) shall also submit written copies of any felony offense reports and subsequent copies of investigative reports to the municipal police department that serves the Area.

F. The Contract Deputy(ies) performing the duties hereunder shall promptly notify the Fort Bend County Sheriff's Office of the receipt and response to a complaint constituting a felony offense and on request shall secure and preserve the scene of the offense for a reasonable time until the arrival of a representative of the Fort Bend County Sheriff's Office.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY(IES)

A. It is expressly understood and agreed to by the parties that the Contract Deputy(ies), if any, shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy(ies), if any, shall have no duty or obligation to the Association or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy(ies) and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy(ies) to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever*, to assign the Contract Deputy(ies) to devote any portion of his/her Working Time to the Area.

It is expressly understood and agreed to by the parties that:

a. In the event the Law Enforcement Official does not assign the Contract Deputy(ies) to substantially devote his/her Working Time to the Area;
b. In the event the Contract Deputy(ies) is removed from the Area by the Law Enforcement Official; and/or
c. If for some other reason the Contract Deputy(ies) does not substantially devote his/her Working Time to the Area for the term of this Agreement;

then and in that event, Fort Bend County shall have no liability *whatsoever* to the Association and/or the resident's of the Area, other than to pay the Association an appropriate refund, if any be due, as provided for herein.

ARTICLE VI.
COUNTY EMPLOYEES

A. The Contract Deputy(ies) performing duties under this Agreement shall at all times remain a county employee subject to the same rights and responsibilities as the Law Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy(ies) shall perform the services described herein in accordance with the appropriate Fort Bend County policies and the policies and procedures of the Law Enforcement Official's Office; provided, however, that, while Fort Bend County shall be responsible for the acts and omissions of its employees, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas and, particularly, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO ASSOCIATION, AND COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.

C. The County retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy(ies).

ARTICLE VII.
INCREASES

A. The Association agrees to pay any and all increases in the Contract Deputy(ies)'s salary, allowances, benefits, etc. that may occur during the term of this Agreement, including, but not limited to:

1. Social Security;
2. Medicare;
3. Retirement;
4. Workers Compensation/unemployment;
5. Health and Life Insurance;
6. Certification pay;
7. Any overtime incurred at the request of the Association:
8. Any overtime incurred because of circumstances related to the Area: and/or;
9. Death and Dismemberment Insurance

B. Salary. Upon notice by the County to the Association of any such increases and/or additional expenses (whether included on Exhibit "A" or not), the Association shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII.
PAYMENT BY ASSOCIATION

A. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Auditor, 301 Jackson Street, 5th Floor, Richmond, Texas 77469, and the Auditor then will ensure that the payments are directed to the Office of the County Treasurer for proper receipt.

B. The Association agrees to pay Fort Bend County ***an estimate sum of FOUR HUNDRED TWELVE THOUSAND NINE HUNDRED THIRTY SEVEN AND 58/100 DOLLARS ($412,937.58)*** ("Contract Amount" or 100% Contract Cost") for five (5) Contract Deputy(ies) to be used by Fort Bend County for the purpose of paying one hundred percent (100%) of the cost to the County for supplying the additional law enforcement services. See attached Exhibit "A", Contract Deputy(ies) Cost Worksheet for all presently known expenses. Actual cost of contract will be reviewed on a quarterly basis and proper notification of any changes will be sent. The Contract Amount shall be due and payable, without demand, in twelve (12) equal monthly installments of **$34,411.47** subject to any adjustments as provided herein.

1. The first installment shall be due on October 1, 2008.
2. Each subsequent monthly installment shall be due and payable, without demand, on or before the 1st day of each month during the term of this Agreement.

C. The Association hereby expressly agrees to pay for all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in Exhibit A, including but not limited to, Contract Deputy(ies) overtime, uniforms, equipment, portable cellular phones, vehicles, vehicle maintenance and/or vehicle appearance. Said Cost to be all of the allocated costs as determined by the County Auditor.

D. In the event that any additional equipment, including but not limited to vehicles, uniforms, cellular phones, radios, etc., is necessary to carry out the terms of this Agreement, the Association, at its option, may purchase the equipment and donate it to the County or the Association may provide the County, in advance, with the funds and have the County purchase the equipment.

1. In the event that the Association purchases the equipment and donates it to the County, the equipment must meet the County's standards and be approved by the Law Enforcement Official before being used by the Contract Deputy(ies).
2. In the event that the Association desires to provide the County with the funds, in advance, to purchase the equipment, all County procedures must be followed.

3. Regardless of which option the Association chooses, the equipment shall forever become and remain the sole property of the County and shall remain the sole property of the County, even upon termination, for any reason, of this Agreement.

E. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

F. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within thirty (30) days of the due date, the County is authorized to terminate this Agreement without further notice. Failure of County to make demand for payments due shall not be a waiver of Association's obligations to make timely payments.

ARTICLE IX.
ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X.
INDEMNITY AND HOLD HARMLESS

A. **THE ASSOCIATION AGREES FOR ITSELF, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES TO INDEMNIFY THE COUNTY AND TO RELEASE AND HOLD HARMLESS FORT BEND COUNTY, TEXAS AND ALL OF ITS ELECTED AND APPOINTED OFFICIALS, STAFF, EMPLOYEES AND SERVANTS FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES, ATTORNEY'S FEES, COSTS, AND/OR INJURIES, INCLUDING DEATH, THAT THE ASSOCIATION, ITS HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES MAY SUSTAIN AND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY OUT OF THE COUNTY'S, LAW ENFORCEMENT OFFICIAL'S AND/OR EXTRA DEPUTY(IES)'S PERFORMANCE PURSUANT TO THIS AGREEMENT.**

B. Association shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Association shall provide Licensee subsequent insurance certificates throughout the term of the Agreement upon request. Association shall carry Commercial General Liability insurance at minimum combined single limits of ($1,000,000 per-occurrence and $2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at $1,000,000 per occurrence. Coverage shall be written on a per occurrence form.

ARTICLE XI.
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached Exhibit "A" and that this Agreement supersedes all prior communications and negotiations between the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII.
NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the **County**: Fort Bend County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

To the **Association**: Sienna Plantation Residential Assoc., Inc.
Attention: General Manager
~~9600 Seanlan Trace West~~ 3777 Sienna Parkway
Missouri City, Texas 77459

B. Either party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.

ARTICLE XIV.
THIRD PARTY APPROVAL MAY BE REQUIRED

A. In the event that the Area lies within the corporate limits of any incorporated city, it is understood and agreed to by the parties that pursuant to Section 351.067, Texas Local Government Code, this Agreement is subject to the approval (or the

failure to disapprove) of the governing body of the incorporated city ("City") within which corporate limits the Area lies.

B. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City.

C. It is further understood and agreed to by the parties that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

ARTICLE XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective October 1, 2008.

FORT BEND COUNTY

Robert E. Hebert, County Judge
10/7/08

Fort Bend County Sheriff

Milton Wright, Sheriff
Date: 8-25-08

ATTEST:

Dianne Wilson, County Clerk

SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INCORPORATED

By: Sandra Denton
Title: Genpl Manager
Date: 9/10/08

Attachments: Exhibit "A" – Cost Estimate Sheet
Exhibit "B" – Area Description

GDD:nh:Sienna 08-09 Renewal Agreement:3042- (08/12/08)

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

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES BETWEEN FORT BEND COUNTY AND SIENNA PLANTATION RESIDENTIAL ASSOCIATION, INC.

On this the 7 day of Oct., 2008, the Commissioners Court sitting as the governing body of Fort Bend County, Texas, at a regular meeting, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

The County Judge is authorized to execute an Agreement for Additional Law Enforcement Services between Fort Bend County and Sienna Plantation Residential Association, Inc. for five (5) Contract Deputy(ies) from the Fort Bend County Sheriff's Office in the amount of $412,937.58 for a period of twelve (12) months beginning October 1, 2008.

It is understood and agreed that, pursuant to TEX. LOC. GOV'T CODE ANN. § 351.067, in the event that the Area lies within the corporate limits of an incorporated city, this Agreement is subject to the approval (or the failure to disapprove) of the governing body of said incorporated City within which corporate limits the Area lies. Such approval (or failure to disapprove) must occur by the 30th day after the date this Agreement is received by the City. It is further understood and agreed that, upon thirty (30) days written notice from the City to the County, this approval may be withdrawn and, thereby, this Agreement terminated.

GDD:nh:Sienna 08-09 Renewal Agreement:3042- (08/12/08)

Fort Bend County

Sienna Plantation Contract Deputy Budget

For the Period of October 1, 2008 through September 30, 2009

Description	10/1/2008 thru 9/30/2009
Salaries (5-Deputies)	227,099.34
Certification	4,959.00
Longevity	1,385.02
FICA/Medicare	17,858.42
Retirement	23,857.91
Group Insurance	52,800.00
Workers' Comp./Unemployment	2,100.99
Total Salary & Fringe Benefits	330,060.67
Travel	175.00
Other Rentals/Leases	600.00
Office Supplies	175.00
Operating Supplies	
Automobile Parts/Maintenance & Repair	3,200.00
Uniforms	1,500.00
Property & Equipment	2,800.00
Fuel	37,548.37
Automobile Capital Mileage- 2 Vehicles	36,878.54
Total Cost	**412,937.58**
Monthly Payment	**34,411.47**

dd
8/7/2008 13:11

Attachment A

AS PER ORIGINAL

VILLAGE NAME	Legal Description On Plat & Annexation	NEIGHBORHOOD
STEEP BANK VILLAGE-WEST		
Steep Bank Village	Section 1, 2A, 2B, 4A, 4B, 4C, 5A, 5B	Steep Bank West
Steep Bank Village	Section 5C	Steep Bank Estates
STEEP BANK VILLAGE-EAST		
Steep Bank Village	Section 1, 2C, 3, 6A, 6B	Steep Bank East
Steep Bank Village	Section 7A, 7B	The Arbor
Steep Bank Village	Section 8	The Gardens
Steep Bank Village	Section 9, 10A, 10B, 11A	The Cove
Steep Bank Village	Section 11B1, 11B2, 11B3	Carriage Park
Steep Bank Village	Section 12	Magnolia Gates
Steep Bank Village	Section 13	Essex Manor
Steep Bank Village	Section 14	Redstone Manor
Steep Bank Village	Section 15	Poets Corner
Steep Bank Village	Section 16	The Rose Garden
VILLAGE OF ANDERSON SPRINGS		
Village of Anderson Springs	Section 1A, 1B	Paradigm Cove
Village of Anderson Springs	Section 2	Echo Branch
Village of Anderson Springs	Section 3A, 3B	Echo Ridge
Village of Anderson Springs	Section 4A, 4B, 4C	Creek Crossing
Village of Anderson Springs	Section 5A-Pulte	Sebastian Ridge
Village of Anderson Springs	Section 5A-Parkside	Sonoma Ridge
Village of Anderson Springs	Section 5B, 5C	Sonoma Ridge
Village of Anderson Springs	Section 6	Sebastian Ridge
Village of Anderson Springs	Section 7	The Preserve
Village of Anderson Springs	Section 8	Waterford
Village of Anderson Springs	Section 9	Waterford
VILLAGE OF BEES CREEK		
Village of Bees Creek	Acreage Estates Ph. 1, 2, 3A/B/C	The Woods
Village of Bees Creek	Section 1	The Forest
Village of Bees Creek	Section 2	Forest Isle
Village of Bees Creek	Section 3, 4A, 4B	The Forest
VILLAGE OF SHIPMANS LANDING		
Village of Shipmans Landing	Section 1	The Overlook
Village of Shipmans Landing	Section 2	The Crossing
Village of Shipmans Landing	Section 3, 4	Lantern Square
Village of Shipmans Landing	Section 5, 6	The Villas
Village of Shipmans Landing	Section 7	Mill Creek
Village of Shipmans Landing	Section 8	Hidden Hollow
Village of Shipmans Landing	Section 9	Five Oaks
Village of Shipmans Landing	Section 10	Sabine Point
Village of Shipmans Landing	Section 11, 16, 17, 18A, 18B	Oak Park
Village of Shipmans Landing	Section 12A, 12B	Deer Run
Village of Shipmans Landing	Section 13A, 13B	Deer Run
Village of Shipmans Landing	Section 13C, 13D	Deer Run
Village of Shipmans Landing	Section 19, 20	Spice Ridge
Village of Shipmans Landing	Section 20, 21	Heritage Trail
Village of Shipmans Landing	Section 22A, 22B	The Bridges

Village of Shipmans Landing	Section 23	Cat Springs
Village of Shipmans Landing	Section 24	Cat Springs
Village of Shipmans Landing	Section 25	The Trails
VILLAGE OF WATERS LAKE		
Village of Waters Lake	Section 1	Eagles Watch
Village of Waters Lake	Section 2	The Vineyards
Village of Waters Lake	Section 3	The Landing
Village of Waters Lake	Section 4	The Fairways
Village of Waters Lake	Section 5, 5-A	The Boulevard
Village of Waters Lake	Section 6-A	The Lodge
Village of Waters Lake	Section 7A, 7B	Commanders Point
Village of Waters Lake	Section 8	Vieux Carre
Village of Waters Lake	Section 9A(1), 9B	Stone Ledge
Village of Waters Lake	Section 9A(2), 9B (custom)	The Legends
Village of Waters Lake	Section 10	The Retreat
Village of Waters Lake	Section 11	The Sanctuary
Village of Waters Lake	Section 12A	The Pointe
Village of Waters Lake	Section 12B	The Pointe
Village of Waters Lake	Section 13-A	The Aviary
Village of Waters Lake	Section 13-B	The Aviary
Village of Waters Lake	Section 14	??
Village of Waters Lake	Section 15	Kennet Hill
Village of Waters Lake	Section 16	Central Park
Village of Waters Lake	Section 17	Painters Bend
Village of Waters Lake	Section 17-custom	Geddes Grove
Village of Waters Lake	Section 18A-production	Painters Bend
Village of Waters Lake	Section 18A-custom	Geddes Grove
Village of Waters Lake	Section 18B	Memorial Forest
Village of Waters Lake	Section 19	Steele Creek
Village of Waters Lake	Section 21A, 21B, 21C	Secret Forest
Village of Waters Lake	Section 21C-semi-custom	Tahoe Basin
Village of Waters Lake	Section 22A, 22B	Hawks Nest
Village of Waters Lake	Section 23A	Acorn Bend
Village of Waters Lake	Section 23B	Acorn Bend
Village of Waters Lake	Section 24A	Belvedere Woods
Village of Waters Lake	Section 24B	Steele Creek
Village of Waters Lake	Section 25A	Grey Hawk
Village of Waters Lake	Section 25B	Talons Walk
Village of Waters Lake	Section 26A	St. Charles Place
Village of Waters Lake	Section 26B	Point Chartrain
Village of Waters Lake	Section 27	Campfire Cove?

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

20C

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/01/08 **Submitted By:** Nicole Hobbs/County Attorney's Office
Department: SHERIFF
Court Agenda Date: 10/07/08 **Phone Number:** 281-341-4555

SUMMARY OF ITEM:

Approve renewal Radio Agreement between Fort Bend County and Lamar Consolidated Independent School District, effective October 1, 2008 through September 30, 2009.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: **YES** ☐ **NO** ☐

FUNDING SOURCE: **Accounting Unit:** **Account Number:**
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: _____

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-4-08 orig. ret. to Nicole at Co Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement ("Agreement") entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court ("**County**"), and the **Lamar Consolidated Independent School District**, a municipal corporation of the State of Texas ("**District**").

WITNESSETH:

THAT WHEREAS, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission ("FCC") for operation of same; and

WHEREAS, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and

WHEREAS, the **County** desires to accommodate the **District's** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and

WHEREAS, the **District** desires to use **County's** Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

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

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

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **District** hereby agree as follows:

I.
DEFINITIONS

1.01 "Primary Dispatch System" – A communications system upon which the **District**, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its radio units.

1.02 "Priority Access" – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

1.03 "Radio System" – A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

1.04 "Radio Unit" – Mobile, stationary or portable radio communication units communicating among themselves at certain airwave frequencies.

1.05 "Systems Code Identification Number" – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

II.
OBLIGATIONS OF COUNTY

2.01 The **County** agrees that during the term of this Agreement it shall:

(a) Allow the **District** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.

(b) Provide to the **District** a Systems Code Identification Number that will access the **County's** Radio System, thereby providing a Primary Dispatch System for the **District's** Radio Units, up to a maximum of 20 units. The **District** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **District's** Radio Units must be made contemporaneously and be attached as **District's** Exhibit "A" to this Agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.

(c) Allow the **District** to cover the Radio Units described in **District's** Exhibit "A" under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **District** under the **County's** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **District's** Exhibit "B" and be incorporated herein for all purposes.

(d) Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(e) In the event the **District** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio Units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.

(f) Provide for the same level of Priority Access for the **District** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County's** maintenance contract with the vendor.

The **County** reserves the right to determine and approve equipment to be used on the radio system. **County** will provide a written list of approved equipment as Exhibit "D" to this document. All equipment must be purchased new or with written approval of the radio system manager. The **County** reserves the right to change or modify this list at any time with written notification to the subscriber.

III.
OBLIGATIONS OF DISTRICT

3.01 The **District** agrees that during the term of this Agreement it shall:

(a) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be used in the **County's** Radio System, including model number and serial number to be attached to this agreement as **District's** Exhibit "A" and incorporated herein for all purposes. Furthermore, should the **District** desire to increase or decrease the number of Radio Units listed in paragraph 2.01(b) above, that have access to the Radio System, the **District** shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The **District** may not increase the number of Units above the maximum number stated in 2.01(b) above.

(b) In the event that any one or more of the Radio Units listed in paragraph 2(b) becomes lost or stolen, the **District** agrees to notify the **County** of same within twenty-four hours that the **District** knows or has reason to know that such Radio Unit or Units have become lost or stolen.

(c) Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.

5.06 Any decrease in the number of units shall be reflected in the **District's** payments in the same manner as described above for increases in the number of units.

5.07 If the Radio System is substantially unavailable to the **District** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

VI.
REVISION OF FEES

6.01 The **County** may at any time revise the monthly service fees set forth herein by giving the **District** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. The **District** fee increases will be tied to the **District's** pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **District** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

VII.
TERM AND TERMINATION

7.01 The terms of this Agreement shall commence on **October 1, 2008**, and end on **September 30, 2009**, or upon thirty (30) days written notice from either party.

7.02 This Agreement may be terminated by either party by giving the other at least thirty (30) days prior written notice.

7.03 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **District** are revoked by the FCC or any successor agency.

7.04 The **District** shall pay the **County** in the manner provided for in V above, for any accrued charges in the event of termination pursuant to this section.

VIII.
NOTICE

8.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To **County**: Fort Bend County
Attention: County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Fax No. (281) 341-8609

To **District**: Lamar Consolidated Independent School District
Attention: Superintendent
3911 Avenue I
Rosenberg, Texas 77471
Fax No. (281) 341-3129

8.02 Either party may change its notice address in accordance with this section.

8.03 Any notice hereunder shall be effective upon receipt.

IX.
MODIFICATION OF AGREEMENT

9.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

(d) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **District's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **District's** Exhibit "B".

(e) To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(f) Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County,** in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.

(g) The **County** will not consider for approval any Agreement not complete and including all required documentation.

IV.
ASSIGNABILITY

4.01 This Agreement is for the benefit of the **District**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **District** to any third party without prior written consent of the **County**. If requested in writing, the billing can be itemized to reflect different agencies or departments.

V.
PAYMENT OF FEES

5.01 The **District** shall pay the **County** the sum of **NINE DOLLARS AND 50/100 CENTS ($9.50)** per month per Radio Unit for system access, a sum of **THIRTY DOLLARS AND NO/CENTS ($30.00)** per radio for initial programming, and a sum of **TWENTY FIVE DOLLARS AND NO/CENTS ($25.00)** for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. Programming charges will be billed immediately following completion of services by the **County**. All maintenance fees (at the published contract rate) for the Radio Units listed in **District's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **County** shall invoice **District** for air-time and service contract fees quarterly, on or about the 15th day of March, June, September and December. The **District** shall pay the **County** by the tenth day of the month following receipt of invoice.

5.02 The **District** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

5.03 The **County** will invoice airtime for the three months prior and including the month of the bill, prorating charges for radios added during those months as follows:

> Radios added during the 1st and 15th day of a given month will be charged airtime for the entire month. Radios added after the 15th day of a given month will not be charged air time for that month and air time will be charged beginning with the following month

5.04 The **County** will invoice service contract fees for the three months succeeding the month of the bill.

5.05 In the event the **District** elects to increase its number of Units per § 3.01 (a) above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

X.
COVERAGE

10.01 The **District** acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition and other electrical noise that could be minimized by corrective devices at the **District's** expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **District** herein shall be the sole responsibility of the **District.**

XI.
DEFAULT

11.01 If the **District** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **District**, the **District** shall be deemed in default under this Agreement.

11.02 In the event of default, the **County** has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the **County** pursuant to the terms of this Agreement, and deny the **District** any service provided by the County under this Agreement. Each and all of the rights and remedies of the **County** hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

XII.
INSURANCE

12.01 THE **DISTRICT** SHALL PROVIDE THE **COUNTY** WITH GENERAL LIABILITY INSURANCE COVERING BOTH THE **COUNTY** AND THE **DISTRICT** FOR LIABILITIES RELATING TO THE USE OF THE RADIO SYSTEM. THE INSURANCE SHALL BE WITH CARRIERS AND IN POLICY LIMITS ACCEPTABLE TO THE **COUNTY**.

12.02 THE **DISTRICT** SHALL PROVIDE THE **COUNTY'S** RISK MANAGEMENT DEPARTMENT WITH A COPY OF THE PROPOSED INSURANCE WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE HEREOF. ACCEPTANCE OF AN ORIGINAL CERTIFICATE OF INSURANCE ACCEPTABLE TO THE **COUNTY** SHALL BE A CONDITION PRECEDENT TO THE **DISTRICT'S** ACCESS TO THE RADIO SYSTEM.

XIII.
ADMINISTRATIVE GUIDELINES

13.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

XIV.
GENERAL

14.01 This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

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

IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated. This Agreement shall be effective on the date of the last signature hereto.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge
Date: 10-7-08

ATTEST: _____
Dianne Wilson, County Clerk

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: Thomas Randle
Superintendent
Date: 9-22-08

ATTEST:

_____
Secretary

Date Approved by Board of Trustees: 9/18/08

GDD/nh:Radio. LCISD 08-09: 3357- (09/03/08)

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN FORT BEND COUNTY AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

On this the 7 day of Oct., 2008 the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried.

IT IS ORDERED that County Judge Robert E. Hebert be, and he is hereby, authorized to execute an Agreement between **Fort Bend County** and the **Lamar Consolidated Independent School District**, for use of the County's 800 Megahertz Radio System. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

21

RETURN TO: AGENDA COORD.-COUNTY JUDGE'S OFFICE

DATE SUBMITTED: September 30, 2008

SUBMITTED BY: Patsy Schultz, RTA
DEPARTMENT: Tax Assessor /Collector

AGENDA DATE: October 7, 2008

PHONE NO.: 281-341-3735

SUMMARY OF ITEM: 2007 Destruction List – Recycle Tax office documentation per State Archives Retention Schedule

RENEWAL CONTRACT/AGREEMENT: YES ( ) NO ( )

REVIEWED BY COUNTY ATTORNEY'S OFFICE YES ( ) NO ( )

LIST SUPPORTING DOCUMENTS ATTACHED: Destruction list

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDING SOURCE: FUND:_____AGENCY_____ORGANIZATION:____OBJECT:____

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

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

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

Instructions for submitting an Agenda Request:

1. Completely fill out agenda form, incomplete forms will not be processed.
2. Email, Fax or inter-office copies of agenda form with all back up information by Wednesday at 2:00 p.m. to Departments listed above.
3. All original back-up must be received in the County Judges Office by 2:00 p.m. on Wednesday.

RECOMMENDATION / ACTION REQUESTED:

Please list on consent agenda
Record in the minutes the disposal of Bankruptcy case numbers as of September 30, 2008 and map clearance year June 2006 as per State Archive Retention Schedule of destruction for the office of Patsy Schultz

September 30, 2008

Attn: Karen Stell

Re: Request to destroy Bankruptcy Files

Attach is a list of names and case numbers that were in bankruptcy. The cases have been paid in full, dismissed, or discharged.

Please submit to CC for approval

Thank you,

Roxann Ganey
Tax Research Department

CLOSED BANKRUPTCIES

00-30149-H2-13	
96-42064-H4-13	
01-41546-H5-13	
00-30244-H3-13	
85-07590-SC	
02-37407-H1-13	
96-48996-H5-13	
96-51267-H1-13	
01-43225	
92-47943-H2-7	
99-38842-H1-13	
88-16921GM	
96-61934	
99-39570-H3-7	
96-2245	
01-47330-HJB	
01-41919	
01-41919	
87-B-10020-PBA	
01-33053	
97-46796-H2-13	
99-31947-H4-7	
98-42529-H4-13	
99-38705-H5--13	
86-00679-H3-11	
02-40317	
02-33117	
00-40292	
00-30971	
01-37573	
02-38903	
02-38903	
02-31591	
01-44027	
99-33641	
00-31479-H2-13	
96-45263	
01-42341-H1-13	
97-27988-VZ	
99-34876-H1-13	
00-40936-H2-13	
01-43754	
98-12547-PHX	
93-43183-H2-7	
99-37982	
00-40919-H5-13	
90-07171-H2-7	
93-47465-H1-13	
99-30121-H5-13	
99-34992-H5-13	
00-41384-H4-13	

CLOSED BANKRUPTCIES

	02-34843-H1-13	
	01-43895	
	00-41052-H4-7	
	97-47166-H4-13	
	01-41649-H1-13	
	01-39262	
	00-41950-H4-13	
	93-808	
	00-31978-H1-13	
	98-37272-H1-13	
	00-30289-H5-13	
	94-40818-H4-13	
	01-43955	
	02-42813	
	01-33564	
	00-31025-H4-13	
	96-49708-H2-13	
	98-41692-H3-13	
	01-41593	
	02-42141	
	00-40093-H5-13	
	01-41849	
	98-30149-H4-7	
	01-36199-H1-13	
	00-31448-H5-7	
	00-36090-H4-13	
	00-36096-H3-13	
	01-37335	
	97-45620-H1-13	
	01-43400	
	01-42649	
	99-41580-H1-13	
	02-30183	
	02-30829	
	99-37531-H4-13	
	99-35439-H4-13	
	02-33506	
	00-32139-H5-13	
	00-34218-H5-13	
	01-37664	
	02-31361	
	01-40712	
	02-40379	
	01-32130-H3-13	
	01-37900	
	01-42574-H4-13	
	02-10673	
	02-43095	
	01-42887-H3-13	
	01-44115-H4-13	
	92-47467-H5-13	
	99-40542	

CLOSED BANKRUPTCIES

99-38612-H4-13	
01-41961-H5-13	
01-43717	
97-45830-H4-13	
95-43210-H5-13	
02-30732	
00-30217-H3-13	
02-41421	
02-33210	
02-41817	
01-32272	
86-08774-H1-11	
01-30351-H3-13	
90-05052-05075	
97-51198	
01-11257-11	
03-37923	
01-43306-H1-13	
02-31905	
92-45210-H1-7	
01-40423	
90-07674-H5-7	
96-50308-H5-7	
99-34662-H5-11	
02-31592	
01-36102	
01-24795	
02-40042	
00-40147-H1-13	
99-40657	
02-49675	
01-34630-H3-13	
88-00154-H5-11	
02-40952	
92-44094-H5-13	
01-38509	
98-30091-H3-13	
02-37362H1-13	
01-33632-H5-13	
98-41677-H4-13	
01-42137-H1-13	
97-50447-H4-13	
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CLOSED BANKRUPTCIES

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95-50961-13	

CLOSED BANKRUPTCIES

	97-45689-H3-13	
	94-40578	

Destruction List

UPDATED 09/23/2008						
INV#	YEAR			SHELF#	RETENTION NUMBER AND YRS TO KEEP IN INVENTORY	DESTRUCTION DATE
1680	JUNE 2006-PRIOR	RSH	A-C MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1681	JUNE 1, 2006-PRIOR	RSH	CI-GE MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1682	JUNE 1, 2006-PRIOR	RSH	GR-I MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1683	JUNE 1, 2006-PRIOR	RSH	K-L MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1684	JUNE 1, 2006-PRIOR	RSH	LO-P MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1685	JUNE 1, 2006-PRIOR	RSH	R-SI MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1686	JUNE 1, 2006-PRIOR	RSH	SI-SU MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008
1687	JUNE 1, 2006-PRIOR	RSH	T-W MAP CLEARANCE CERTIFICATES	Research	3000-10 2 YRS	7/1/2008

AGENDA ITEM
22A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: October 1, 2008

Court Date: October 7, 2008

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

SUMMARY OF ITEM:

Take all appropriate action to adopt an increased toll rate schedule for the Fort Bend Parkway Toll Road and the Fort Bend Westpark Tollway effective January 1, 2009; and adopt the Third Amendment to Order establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, tunnel, Turnpike, Highway, or Combination of those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll or Charge; Establishing Policy Relating to use of Toll Road System by the Military; Containing other Provisions Relating to the Subject.

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

FINANCIAL SUMMARY:

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

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:

10-9-08 3 origs ret. to Ann at CO Judge

ALLEN BOONE HUMPHRIES ROBINSON LLP
ATTORNEYS AT LAW
PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

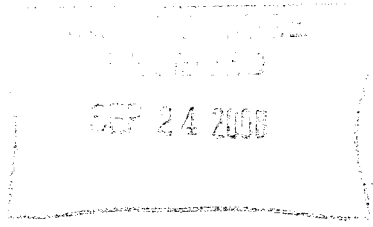
Direct Line: (713) 860-6402
Direct Fax: (713) 860-6602

jallen@abhr.com

Joe B. Allen
Managing Partner

September 23, 2008

The Honorable Robert Hebert
Fort Bend County Judge's Office
301 Jackson Street, Suite 719
Richmond, TX 77469



Re: Fort Bend County Toll Road Authority (the "Authority")
Proposed Toll Rate Increase

Dear Judge Hebert:

Enclosed please find three (3) originals of a proposed *Third Amendment to Order Establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, Tunnel, Turnpike, Highway, or Combination of Those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll Causeway, Bridge, Tunnel, Turnpike, Highway, or Combination of Those Facilities after Failure to Pay Required Toll or Charge; Establishing Policy Relating to Use of Toll Road System by the Military; Containing Other Provisions Relating to the Subject* (the "Order"). The Order contains increases in toll rates for the Fort Bend Parkway and Westpark Toll Roads. The increased toll rates were approved by the Board of Directors of the Authority at their July 16, 2008, regular meeting, subject to approval by the Commissioners Court. Comparisons of the current toll rates with the proposed increased toll rates are included on the enclosed extra copies of Exhibits A and B to the Order.

Please call me at (713) 860-6402 if you have any questions regarding the enclosed. Thank you.

Sincerely,

Joe B. Allen

Joe B. Allen

Enclosures

204085

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas, convened in REGULAR SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 7 day of Oct., 2008, at the County Courthouse, with a quorum of said Court present:

Whereupon, among other business the following was transacted at said meeting: a written order entitled:

> *Third Amendment to Order Establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, Tunnel, Turnpike, Highway, or Combination of Those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll Causeway, Bridge, Tunnel, Turnpike, Highway, or Combination of Those Facilities after Failure to Pay Required Toll or Charge; Establishing Policy Relating to Use of Toll Road System by the Military; Containing Other Provisions Relating to the Subject*

(the "Order") was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved by Comm. Stavinoha and seconded by Comm. Prestage that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: 4

NOES: 1

The County Judge thereupon announced that the Order has been duly and lawfully adopted. The Order thus adopted follows:

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIRD AMENDMENT TO ORDER ESTABLISHING A TOLL RATE SCHEDULE AND SPEED LIMIT FOR THE FORT BEND PARKWAY TOLL ROAD; PROHIBITING THE OPERATION OF A MOTOR VEHICLE ON A COUNTY TOLL CAUSEWAY, BRIDGE, TUNNEL, TURNPIKE, HIGHWAY, OR COMBINATION OF THOSE FACILITIES AFTER FAILURE TO PAY REQUIRED TOLL OR CHARGE; ESTABLISHING AN ADMINISTRATIVE ADJUDICATION HEARING PROCEDURE FOR VIOLATION OF ORDER PROHIBITING OPERATION OF A MOTOR VEHICLE ON A COUNTY TOLL CAUSEWAY, BRIDGE, TUNNEL, TURNPIKE, HIGHWAY, OR COMBINATION OF THOSE FACILITIES AFTER FAILURE TO PAY REQUIRED TOLL OR CHARGE; ESTABLISHING POLICY RELATING TO USE OF TOLL ROAD SYSTEM BY THE MILITARY; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

RECITALS

WHEREAS, the Fort Bend County Toll Road Authority is operating and maintaining the Fort Bend Parkway Toll Road and the Fort Bend Westpark Tollway on behalf Fort Bend County; and

WHEREAS, the Fort Bend County Toll Road Authority has analyzed increased operational and maintenance costs and believes increased toll rates is justified and necessary;

WHEREAS, the Commissioners Court of Fort Bend County desires to adopt an increased toll rate schedule for the Fort Bend Parkway Toll Road and the Fort Bend Westpark Tollway; and

WHEREAS, the Commissioners Court of Fort Bend County previously adopted an Order Establishing a Toll Rate Schedule and Speed Limit for the Fort Bend Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on a County Toll Causeway, Bridge, Tunnel, Turnpike, Highway, or Combination of Those Facilities after Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of Order Prohibiting Operation of a Motor Vehicle on a County Toll Causeway, Bridge, Tunnel, Turnpike, Highway, or Combination of Those Facilities after Failure to Pay Required Toll or Charge; Establishing Policy Relating to Use of Toll Road System by the Military; Containing Other Provisions Relating to the Subject, and the First and Second Amendments thereto (the "Order"); and

WHEREAS, the Commissioners Court of Fort Bend County desires to amend and supplement the Order;

NOW, THEREFORE, IT IS ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. Exhibit A and Exhibit B to the Order, as amended, are replaced with the attached Exhibits A and B, effective January 1, 2009.

Section 2. The Order is not otherwise amended or supplemented, except as amended and supplemented herein, and remains in full force and effect.

ADOPTED this 7 day of OCTOBER, 2008.

FORT BEND COUNTY

Robert Hebert, County Judge

ATTEST:

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

(SEAL)

158559

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

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

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the Order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the Order (the "Order'), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.

6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted

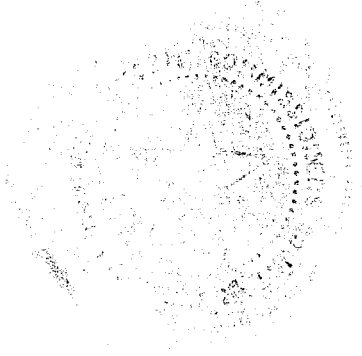
upon, all as required by the Open Meetings Act, Chapter 551, Texas Governmental Code, as amended.

SIGNED AND SEALED the 7 day of OCTOBER, 2008.

Dianne Wilson
County Clerk

Robert Hebert
County Judge

(COMM. CT. SEAL)



158559

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a Order of the Commissioners Court which was passed and adopted on the 7 day of Oct., 2008, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, this 7 day of Oct., 2008.

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

By: _____

(SEAL)

158559

Exhibit A
Toll Rate Schedule
Fort Bend Parkway Toll Road
Effective January 1, 2009

		EZ TAG
Mainline Plaza		
2 axle	Class 2	$1.25
3 axle	Class 3	3.00
4 axle	Class 4	4.00
5 axle	Class 5	5.00
6 axle	Class 6	6.25
Ramp Tolls		
McHard Rd		
*North Ramps		
	All Classes	($0.40)*
*South Ramps		
2 axle	Class 2	$0.65
3 axle	Class 3	1.00
4 axle	Class 4	1.50
5 axle	Class 5	2.60
6 axle	Class 6	3.25
Lake Olympia		
*North Ramps		N/A
*South Ramps		
2 axle	Class 2	$0.35
3 axle	Class 3	1.00
4 axle	Class 4	1.50
5 axle	Class 5	2.10
6 axle	Class 6	2.45

* Denotes $0.40 credit for EzTAG users. Results in $0.90 net toll from Beltway 8 to McHard Rd for Class 2 EzTAG users and similarly results in a lower net toll for Class 3-6 users.

Exhibit B
Toll Rate Schedule
Fort Bend Westpark Tollway
Effective January 1, 2009

Harlem Main Lane Plaza

		EZ TAG
2 axle	Class 2	$0.60
3 axle	Class 3	1.00
4 axle	Class 4	1.50
5 axle	Class 5	2.60
6 axle	Class 6	3.25

Peek Main Lane Plaza

		EZ TAG
2 axle	Class 2	$0.60
3 axle	Class 3	1.00
4 axle	Class 4	1.50
5 axle	Class 5	2.60
6 axle	Class 6	3.25

Comparison of Exhibit A
Toll Rate Schedule
Fort Bend Parkway Toll Road

		EZ TAG	*CURRENT RATE*
Mainline Plaza			
2 axle	Class 2	$1.25	*$1.00*
3 axle	Class 3	3.00	*2.25*
4 axle	Class 4	4.00	*3.00*
5 axle	Class 5	5.00	*3.75*
6 axle	Class 6	6.25	*4.50*
Ramp Tolls			
McHard Rd			
*North Ramps			
	All Classes	($0.40)*	*($0.35)**
*South Ramps			
2 axle	Class 2	$0.65	*$0.50*
3 axle	Class 3	1.00	*1.05*
4 axle	Class 4	1.50	*1.40*
5 axle	Class 5	2.60	*1.75*
6 axle	Class 6	3.25	*2.10*
Lake Olympia			
*North Ramps		N/A	
*South Ramps			
2 axle	Class 2	$0.35	*$0.25*
3 axle	Class 3	1.00	*0.60*
4 axle	Class 4	1.50	*0.80*
5 axle	Class 5	2.10	*1.00*
6 axle	Class 6	2.45	*1.20*

Current $0.35 credit *Currently results in $0.65 net toll*

* Denotes $0.40 credit for EzTAG users. Results in $0.90 net toll from Beltway 8 to McHard Rd for Class 2 EzTAG users and similarly results in a lower net toll for Class 3-6 users.

RECORDED ON 10-1708
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Comparison of Exhibit B
Toll Rate Schedule
Fort Bend Westpark Tollway

Harlem Main Lane Plaza

		EZ TAG	*CURRENT RATE*
2 axle	Class 2	$0.60	*$0.50*
3 axle	Class 3	1.00	*1.00*
4 axle	Class 4	1.50	*1.50*
5 axle	Class 5	2.60	*2.00*
6 axle	Class 6	3.25	*2.50*

Peek Main Lane Plaza

		EZ TAG	
2 axle	Class 2	$0.60	*$0.50*
3 axle	Class 3	1.00	*1.00*
4 axle	Class 4	1.50	*1.50*
5 axle	Class 5	2.60	*2.00*
6 axle	Class 6	3.25	*2.50*

AGENDA ITEM 22B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**10/01/2008**	**Submitted By:**	**Mary Reveles**
		Department:	**County Attorney**
Court Agenda Date:	**10/07/2008**	**Phone Number:**	**341-4554**

SUMMARY OF ITEM:

COUNTY JUDGE:

Take all appropriate action on Amendment No. 3 to the Tax Abatement Agreement between Fort Bend County and Gateway Tower Limited Partnership: assignment to GPI-M Sugar Creek L.P.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐ N/A

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Approve assignment as requested.

Special Handling Requested (specify):

10-2-08 3 origs. ret. to Mary at Co. Attorney

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AMENDMENT NO. 3 TO TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND GATEWAY TOWER LIMITED PARTNERSHIP

This Amendment No. 3 to the Tax Abatement Agreement is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and GATEWAY TOWER LIMITED PARTNERSHIP, each being parties to that certain Tax Abatement Agreement, and GPI-M SUGAR CREEK, LP., assignee of the Tax Abatement Agreement.

WHEREAS, on September 22, 1998, Fort Bend County entered into a Tax Abatement Agreement, hereinafter referred to as "Agreement," with Gateway Tower Limited Partnership; and

WHEREAS, on December 28, 1999, Fort Bend County and Gateway Tower Limited Partnership amended the Agreement ("Amendment No. 1"), extending the abatement schedules for Buildings II and III and providing for an additional abatement for Building III; and

WHEREAS, on January 10, 2006, Fort Bend County and Gateway Tower Limited Partnership further amended the Agreement ("Amendment No. 2"), extending the abatement schedule for Building II only; and

WHEREAS, Gateway Tower Limited Partnership desires to assign its interest as Owner of the real property subject to the Agreement and assign all of its rights, interest and obligations as Owner of the real property under the Agreement to GPI-M Sugar Creek, LP.; and

WHEREAS, Fort Bend County and Gateway Tower Limited Partnership desire to amend said Agreement as hereinafter set forth for the purposes described in this preamble;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, Fort Bend County, Gateway Tower Limited Partnership and GPI-M Sugar Creek, LP, agree as follows:

AGREEMENT

Pursuant to and in accordance with the Property Redevelopment and Tax Abatement Act, Chapter 312, TEXAS TAX CODE, and the Guidelines and Criteria for Granting Tax Abatements in

Reinvestment Zones located in Fort Bend County, Texas, the Agreement is hereby amended as follows:

1. Any references in the Agreement to "Owner" shall mean and refer to GPI-M Sugar Creek, LP as the owner of the real property and improvements subject to the Agreement located in Reinvestment Zone No. 98-05 created by the City of Sugar Land.
2. The Agreement is amended to the effect that all duties, obligations, and responsibilities imposed upon Owner under the Agreement shall be imposed upon GPI-M Sugar Creek, LP and all agreements and representations made by Owner in the Agreement shall be the agreements and representations of GPI-M Sugar Creek, LP.
3. The representatives of Gateway Tower Limited Partnership and GPI-M Sugar Creek, LP, whose signatures execute this assignment represent and warrant to Fort Bend County that they have the requisite authority to enter into the Agreement and Assignment thereof.
4. The addresses set out in Section 11 of the Agreement for notices is hereby deleted in its entirety and the following addresses are substituted therefore:

To Owner:	GPI-M Sugar Creek, LP Scott Martin, Managing Director Granite Properties 13135 Dairy Ashford Rd., Suite 290 Sugar Land, Texas 77478
To the Tax Assessor/Collector:	Honorable Patsy Schultz Fort Bend County Tax Assessor-Collector 500 Liberty, Suite 101 Richmond, Texas 77469
To County:	Fort Bend County Judge 301 Jackson, Suite 719 Richmond, Texas 77469
Copy to:	Roy L. Cordes, Jr. Fort Bend County Attorney 301 Jackson, Suite 728 Richmond, Texas 77469

5. **GPI-M SUGAR CREEK, LP SHALL BE RESPONSIBLE FOR NOTIFYING THE APPRAISAL DISTRICT OF THE ABATEMENT,**

INCLUDING FILING WITH THE APPRAISAL DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.

6. Except as modified herein, the above referenced Agreement, Amendments No. 1 & 2 remain in full force and effect and have not been modified or amended.

7. The tax abatement granted in the Agreement shall apply for the tax years as stated in the Agreement, Amendment No. 1 and Amendment No. 2. This assignment does not purport to extend the tax abatement to tax years beyond as stated in the Agreement, Amendment No. 1 and Amendment No. 2.

8. All future assignments and/or amendments of the rights of the parties described in said Agreement shall require written consent of the Fort Bend County Commissioners Court.

9. Attached hereto are Exhibit A – Tax Abatement Agreement between Fort Bend County and Gateway Tower Limited Partnership dated September 22, 1998; Exhibit B - Amendment No. 1 dated December 28, 1999; Exhibit C – Amendment No. 2 dated January 10, 2006; and Exhibit D – letter request from Rainbolt & Alexander, LLP, requesting assignment to GPI-M Sugar Creek, L.P., all of which are hereby adopted and incorporated by reference as if fully set forth verbatim herein for all purposes.

10. This Amendment No. 3 contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral

11. IN TESTIMONY OF WHICH, THIS ASSIGNMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

Date: 10-7-08

ATTEST:

_____
Dianne Wilson, County Clerk

GATEWAY TOWER LIMITED PARTNERSHIP

By: _____
Signature

Printed Name: Gary Baker

Title: Dir. of Property Management

Date: 9/19/08

ATTEST:

By: Becky Johnston

GPI-M SUGAR CREEK, LP

By: _____
Signature

Printed Name: Gary Baker

Title: Dir. of Property Management

Date: 9/19/08

ATTEST:

By: Becky Johnston

MER:Gateway Tower Amendment 3:3195-56(09052008)

STATE OF TEXAS §

COUNTY OF FORT BEND §

TAX ABATEMENT AGREEMENT BETWEEN FORT BEND COUNTY AND GATEWAY TOWER LIMITED PARTNERSHIP

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

1. **Authorization and Findings.** This Agreement is authorized by the Property Redevelopment and Tax Abatement Act, codified as Chapter 312 of the Texas Tax Code, as amended. The Fort Bend County Commissioners Court finds that:

(a) The County has adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones as required by law.

(b) The applicant's request for tax abatement conforms with those Guidelines and Criteria.

(c) The City of Sugar Land has created Reinvestment Zone No. 98-05, in which the property subject to tax abatement will be located.

(d) No official of the County has an interest in the property subject to this Agreement.

(e) This Agreement has been approved by the affirmative vote of a majority of Fort Bend County Commissioners at a regularly scheduled meeting.

2. **Definitions In this Agreement:**

(a) **Building I** means a building to be used primarily for office use, containing approximately 200,000 square feet of office space, and any related real property improvements constructed to serve Building I, including sidewalks, parking lots, outdoor lighting, and landscaping, as shown in Exhibit B, attached to and incorporated into this Agreement by reference.

(b) **Building II** means a building to be used primarily for office use, containing approximately 200,000 square feet of office space, and any related real property improvements constructed to serve Building II, including sidewalks, parking lots, outdoor lighting, and landscaping, as shown in Exhibit B, attached to and incorporated into this Agreement by reference.

(c) **Building III** means a building to be used primarily for office use, containing approximately 200,000 square feet of office space, and any related real property improvements constructed to serve Building III, including sidewalks, parking lots, outdoor lighting, and landscaping, as shown in Exhibit B, attached to and incorporated into this Agreement by reference.

(d) **County** means the County of Fort Bend, Texas.

(e) **Commissioners** means the Commissioners Court of Fort Bend County, Texas.

(f) **District** means the Fort Bend County Central Appraisal District.

(g) **Land** means the Owner's real property described in Exhibit A, attached to and incorporated into this Agreement by reference.

(h) **Owner** means Gateway Tower Limited Partnership, the owner of the real property subject to this Agreement, or other person or entity to which this Agreement is assigned.

(i) **Value** means the appraised value as shown on the records of the District.

3. **Tax Abatement for Building I**

(a) Subject to the conditions contained herein and in consideration of the Owner constructing Building I as provided for in this Agreement, the County grants property tax abatement totaling 700% on the value of Building I, as follows:

Tax Year	Percentage Abatement
2000	100%
2001	100%
2002	100%
2003	100%
2004	100%
2005	100%
2006	100%

	TOTAL	**700%**

(b) If construction of Building I is not completed by January 1, 2000, the tax abatement provided herein for Building I for tax years 2000, 2001, 2002, 2003, 2004, 2005, and 2006 does not apply. The failure to complete construction of Building I by January 1, 2000, is not a breach of this Agreement by Owner.

4. Tax Abatement for Building II

(a) Subject to the conditions contained herein and in consideration of the Owner constructing Building II as provided for in this Agreement, the County grants property tax abatement totaling 700% on the value of Building II, as follows:

Tax Year	Percentage Abatement
2001	100%
2002	100%
2003	100%
2004	100%
2005	100%
2006	100%
2007	100%
TOTAL	**700%**

(b) If construction of Building II is not completed by January 1, 2003, the tax abatement provided herein for Building II for tax years 2003, 2004, 2005, 2006 and 2007 does not apply. The failure to complete construction of Building II by January 1, 2003, is not a breach of this Agreement by Owner.

5. Tax Abatement for Building III

(a) Subject to the conditions contained herein and in consideration of the Owner constructing Building III as provided for in this Agreement, the County grants property tax abatement totaling 700% on the value of Building III, as follows:

Tax Year	Percentage Abatement
2002	100%
2003	100%
2004	100%
2005	100%
2006	100%
2007	100%
2008	100%
TOTAL	**700%**

(b) If construction of Building III is not completed by January 1, 2004, the tax abatement provided herein for Building III for tax years 2004, 2005,2006, 2007 and 2008 does not apply. The failure to complete construction of Building III by January 1, 2004, is not a breach of this Agreement by Owner.

(c) If construction of Building I is completed by January 1, 2000, and construction of Building II is completed by January 1, 2003, and construction of Building III is completed by January 1, 2004, an additional abatement of 100% is granted for Building III for tax year 2009.

6. General Provisions Applicable to Tax Abatement

(a) The abatement granted for Building I, Building II, and Building III does not apply to the value of the Land, increases in the value of the Land, or to personal property, inventory, or supplies.

(b) The construction of Building I, Building II, and Building III will be in substantial compliance with the plans shown in Exhibit B.

(c) Building I, Building II, and Building III will each have a construction cost of approximately $28,000,000 upon completion.

(d) For purposes of this Agreement, the construction of Building I, Building II, and Building III is considered complete when the Owner's architect issues a Certificate of Substantial Completion for that building.

(e) If the value of Building I, Building II, or Building III is less than $1,000,000.00 on January 1 of any year for which abatement is provided for the respective Building under this Agreement, the abatement granted for that Building for that year does not apply.

(f) The District's determination of values shall be used to determine the value of the property subject to this Agreement. If the Owner protests the District's valuation of the property, the valuation placed on the property after the protest is resolved under State law shall be used.

(g) That the Owner will participate in the continuing economic development process in Fort Bend County by becoming a trustee member of the Greater Fort Bend Economic Development Council for a minimum period coinciding with the term of this Agreement.

(h) **THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE DISTRICT OF THE ABATEMENT, INCLUDING FILING WITH THE DISTRICT ANY APPLICATION OR OTHER FORMS NECESSARY TO QUALIFY FOR OR RECEIVE THE ABATEMENT GRANTED.**

(i) On or before **September 1** of each year of this Agreement, the Owner shall certify in writing to Fort Bend County Commissioners Court that the Owner is in compliance with each term of this Agreement. The County's Tax Assessor/Collector shall monitor this agreement for compliance.

(j) To the extent practical, the Owner's contracts for the improvements subject to this Agreement will be structured so that the taxable property used in the improvements will be subject to the County's tax.

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

8. **Term.** This Agreement shall be effective on the latest date of the dates executed by the County or the Owner. This Agreement shall terminate on the completion of the abatement period for Building III, unless earlier terminated as provided elsewhere herein. The Owner's obligation upon default to pay to the County any taxes abated under this Agreement shall not terminate until the abated taxes are paid.

9. **Default.**

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

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

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

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

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

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

(d) The County shall have a lien against the Owner's Land and Improvements for the taxes and interest owed because of the recapture of taxes as provided herein.

10. **Compliance with State and Local Regulations.** This Agreement shall not be construed to alter or affect the obligations of the Owner to comply with any City ordinance or Federal or State law or regulation.

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

To the Owner: Scott Martin
Managing Director
Granite Properties
2925 Briarpark, Suite 100
Houston, Texas 77042

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

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

Copy to: Marsha Gaines
Fort Bend County Tax Assessor-Collector
P.O. Box 399
Richmond, Texas 77406-0399

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

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

AS PER ORIGINAL

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

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

FORT BEND COUNTY

By: _____
Michael D. Rozell., County Judge

Date: _____

ATTEST:

_____
Dianne Wilson, County Clerk

GATEWAY TOWER LIMITED PARTNERSHIP

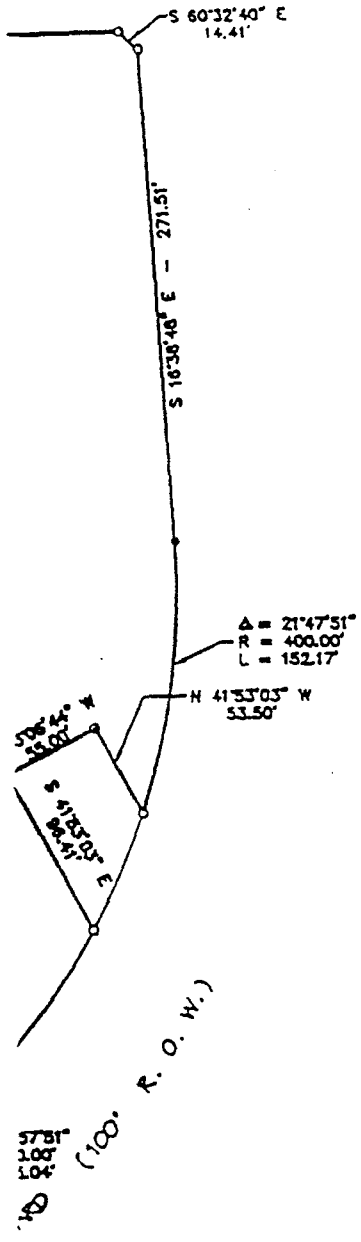
By: R. Scott Martin

Date: Sept 15, 1993

Attachments: Exhibit A - Metes and Bounds Description of Land.
Exhibit B - Drawing showing Building I, Building II and Building III.

PP:lj/granite.agr:3195-58(90798)

METES AND BOUNDS DESCRIPTION
OF 11.57 ACRES OF LAND
OUT OF RESTRICTED RESERVE "A", THE MARKET PLACE AT SUGAR LAND
IN THE BROWN & BELKNAP LEAGUE, A-15
FORT BEND COUNTY, TEXAS



ALL THAT CERTAIN 11.57 ACRES OF LAND, WHICH IS THAT SAME 11.5708 ACRE TRACT DESCRIBED IN THE DEED FROM PARKWAY TEXAS CORPORATION TO TWENTIETH CENTURY LAND CORPORATION, RECORDED UNDER FILE NO. 9548181, IN THE OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS, AND WHICH IS RESTRICTED RESERVE "A" OF THE MARKET PLACE AT SUGAR LAND ACCORDING TO THE PLAT THEREOF RECORDED UNDER SLIDE NO.809 A AND SLIDE NO. 809 B, IN THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS IN THE BROWN & BELKNAP LEAGUE, A-15, FORT BEND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS BASED ON THE RECORDED PLAT OF SAID RESTRICTED RESERVE "A", THE MARKET PLACE AT SUGAR LAND) BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, COMMON TO THE NORTHWEST CORNER OF SAID RESTRICTED RESERVE "A" AT THE INTERSECTION OF SUGAR CREEK BOULEVARD (STATE HIGHWAY SPUR 41) (150' R.O.W.) AND U. S. HIGHWAY 90A (175' R.O.W.);

THENCE N 75° 33' 28" E - 621.69', ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID U. S. HIGHWAY 90A, TO THE NORTH CORNER OF THE SOUTHWEST RIGHT-OF-WAY CUTBACK LINE AT THE INTERSECTION OF SAID U. S. HIGHWAY 90A AND PARKLANE BOULEVARD (100" R.O.W.);

THENCE S 60° 32' 40" E - 14.41', ALONG SAID SOUTHWEST RIGHT-OF-WAY CUTBACK LINE, TO THE SOUTH CORNER OF SAID CUTBACK IN THE WEST RIGHT-OF-WAY LINE OFSAID PARKLANE BOULEVARD;
THENCE S 16° 38' 48" E - 271.51', ALONG SAID WEST RIGHT-OF-WAY LINE, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21° 47' 50", AND A RADIUS OF 400.00';

THENCE ALONG SAID CURVE TO THE RIGHT, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, IN A SOUTHWESTERLY DIRECTION, AN ARC DISTANCE OF 152.17' TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT, COMMON TO THE EAST CORNER OF RESTRICTED RESERVE "K" OF THE AFORESAID THE MARKET PLACE AT SUGAR LAND;

THENCE N 41° 53' 03" W - 53.50', ALONG THE NORTHEAST LINE OF SAID RESTRICTED RESERVE "K", TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT, COMMON TO THE NORTH CORNER OF RESTRICTED RESERVE "K";

THENCE S 48° 06' 44" W - 55.00' (CALLED S 48° 06' 57" W), ALONG THE NORTHWEST LINE OF SAID RESTRICTED RESERVE "K", TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT, COMMON TO THE WEST CORNER OF RESTRICTED RESERVE "K";

THENCE S 41° 53' 03" E - 96.41', ALONG THE SOUTHWEST LINE OF SAID RESTRICTED RESERVE "K", TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT IN THE AFORESAID WEST RIGHT-OF-WAY LINE, COMMON TO A POINT ON A CURVE , RIGHT , HAVING A CENTRAL ANGLE OF 37° 57' 51", A RADIUS OF 400.00', AND FROM WHICH POINT THE CENTER OF THE CIRCLE OF SAID CURVE BEARS N74° 50' 39" W;

THENCE ALONG SAID CURVE TO THE RIGHT, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, IN A SOUTHWESTERLY DIRECTION, AN ARC DISTANCE OF 265.04' TO THE END OF CURVE;
THENCE S 53° 07' 12" W - 384.93', CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24° 57' 44", AND A RADIUS OF 400.00';
THENCE ALONG SAID CURVE TO THE RIGHT, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, IN A SOUTHWESTERLY DIRECTION, AN ARC DISTANCE OF 174.27' TO THE END OF CURVE;

THENCE S 78° 04' 56" W - 30.49', CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT, COMMON TO THE SOUTH CORNER OF THE NORTHEAST RIGHT-OF-WAY CUTBACK LINE AT THE INTERSECTION OF THE AFORESAID PARKLANE BOULEVARD AND THE AFORESAID SUGAR CREEK BOULEVARD;

THENCE N 55° 31' 02" W - 13.80' (CALLED N 55° 26' 48" W - 13.77') ALONG SAID NORTHEAST RIGHT-OF-WAY CUTBACK LINE TO THE NORTH CORNER OF SAID CUTBACK IN THE EAST RIGHT-OF-WAY LINE OF SAID SUGAR CREEK BOULEVARD, COMMON TO A POINT ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06° 13' 37", A RADIUS OF 1071.28', AND FROM WHICH POINT THE CENTER OF THE CIRCLE OF SAID CURVE BEARS N 81° 18' 36" E;

THENCE ALONG SAID CURVE TO THE RIGHT, ALONG SAID EAST RIGHT-OF-WAY LINE, IN A NORTHERLY DIRECTION, AN ARC DISTANCE OF 116.43' TO THE END OF CURVE;

THENCE N 02° 27' 46" W - 521.52', ALONG SAID EAST RIGHT-OF-WAY LINE, TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 02° 25' 17" W - 210.96', ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND CONTAINING 11.57 ACRES OF LAND.

G. P. SURVEYORS
a division of PATE ENGINEERS, INC.

EXHIBIT

11.57 ACRES

RESTRICTED RESERVE "A",
THE MARKET PLACE AT SUGAR LAND
FORT BEND COUNTY, TEXAS

DRAWN: GLS	ORIGINAL ISSUE DATE: 1/22/98	ORIGINAL SCALE
APPROVED FOR ISSUE:	JOB NO. 694-002-51	

EXHIBIT A

AS PER ORIGINAL

METES AND BOUNDS DESCRIPTION
OF 8.303 ACRES OF LAND
OUT OF THE MARKET PLACE AT SUGAR LAND AND
MARKET PLACE NORTH
IN THE BROWN & BELKNAP LEAGUE SURVEY, A-15 &
THE WILLIAM STAFFORD LEAGUE, A-89
FORT BEND COUNTY, TEXAS

ALL THAT CERTAIN 8.303 ACRES OF LAND, WHICH IS ALL OF RESTRICTED RESERVES E, F, & G OUT OF THE MARKET PLACE AT SUGAR LAND ACCORDING TO THE PLAT THEREOF RECORDED UNDER SLIDES 809A & 809B, IN THE PLAT RECORDS OF FT. BEND COUNTY, TEXAS, AND ALL OF MARKET PLACE NORTH ACCORDING TO THE PLAT THEREOF RECORDED UNDER SLIDE 1710B, IN THE PLAT RECORDS OF FT. BEND COUNTY, TEXAS, IN THE BROWN & BELKNAP LEAGUE SURVEY, A-15 AND THE WILLIAM STAFFORD LEAGUE, A-89 FORT BEND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS BASED ON THE RECORD BEARINGS OF THE AFORESAID PLAT OF THE MARKET PLACE AT SUGAR LAND)

BEGINNING AT THE NORTH CORNER OF THE SOUTHEAST RIGHT-OF-WAY CUTBACK LINE AT THE INTERSECTION OF PARKLANE BOULEVARD (100' WIDE) AND U.S. HIGHWAY 90A (175' WIDE);

THENCE N 75° 33' 28" E – 758.13', ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 90A, TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT COMMON TO THE NORTHWEST CORNER OF TRACT "H-2", OF THE REPLAT OF RESTRICTED RESERVE "H", THE MARKET PLACE AT SUGAR LAND, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SLIDE 1395B, IN THE PLAT RECORDS OF FT. BEND COUNTY, TEXAS;

THENCE S 14° 28' 09" E – 348.33', ALONG THE WEST LINE OF SAID TRACT "H-2", TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 75° 31' 51" E – 20.50', CONTINUING ALONG SAID WEST LINE, TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 14° 28' 09" E – 197.91', CONTINUING ALONG SAID WEST LINE, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT IN THE NORTH LINE OF TRACT "H-1" OF THE AFORESAID REPLAT OF RESTRICTED RESERVE "H", THE MARKET PLACE AT SUGAR LAND, COMMON TO A POINT ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 37° 02' 36", A RADIUS OF 214.00', AND FROM WHICH POINT THE CENTER OF THE CIRCLE OF SAID CURVE BEARS S 28° 33' 57" W;

THENCE ALONG SAID CURVE TO THE LEFT, ALONG SAID NORTH LINE, IN A WESTERLY DIRECTION, AN ARC DISTANCE OF 138.36' TO THE END OF CURVE;

THENCE S 81° 31' 27" W – 172.83', CONTINUING ALONG SAID NORTH LINE, TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

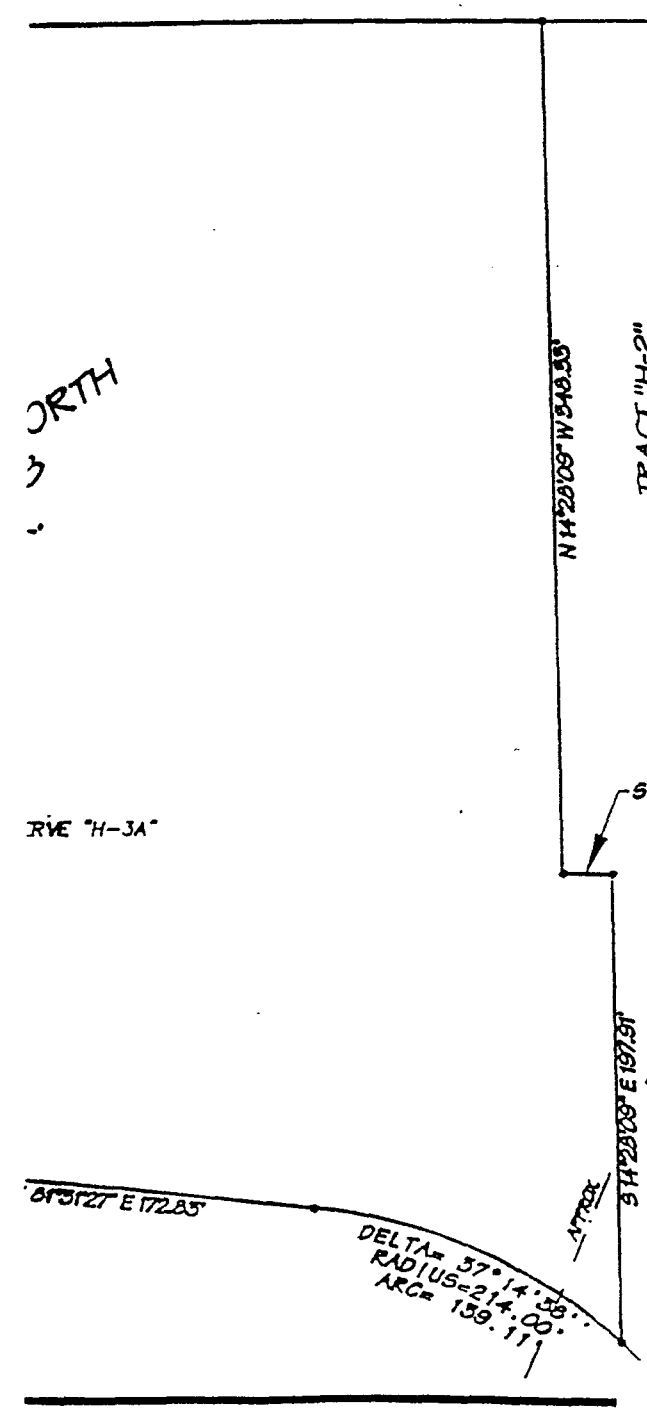
THENCE S 77° 24' 41" W – 282.30', CONTINUING ALONG SAID NORTH LINE, TO AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 85° 40' 12" W – 220.00', CONTINUING ALONG SAID NORTH LINE, TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT IN THE EAST RIGHT-OF-WAY LINE OF THE AFORESAID PARKLANE BOULEVARD, COMMON TO A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16° 58' 27", A RADIUS OF 500.00', AND FROM WHICH POINT THE CENTER OF THE CIRCLE OF SAID CURVE BEARS N 89° 40' 21" W;

THENCE ALONG SAID CURVE TO THE LEFT, ALONG SAID EAST RIGHT-OF-WAY LINE, IN A NORTHERLY DIRECTION, AN ARC DISTANCE OF 148.13' TO THE END OF CURVE;

THENCE N 16° 38' 48" W – 267.66', CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE SOUTH CORNER OF THE AFORESAID SOUTHEAST RIGHT-OF-WAY CUTBACK LINE;

THENCE N 29° 27' 20" E – 13.87', ALONG SAID SOUTHEAST RIGHT-OF-WAY CUTBACK LINE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND CONTAINING 8.303 ACRES OF LAND.



G. P. SURVEYORS
a division of PATE ENGINEERS, INC.

EXHIBIT
8.303 ACRES
THE MARKET PLACE AT SUGAR LAND
FORT BEND COUNTY, TEXAS

DRAWN: M.P./C.S. | ORIGINAL ISSUE DATE: 1/15/98 | ORIGINAL SCALE:
APPROVED FOR ISSUE: | JOB NO. 694-002-61

EXHIBIT A

AS PER ORIGINAL

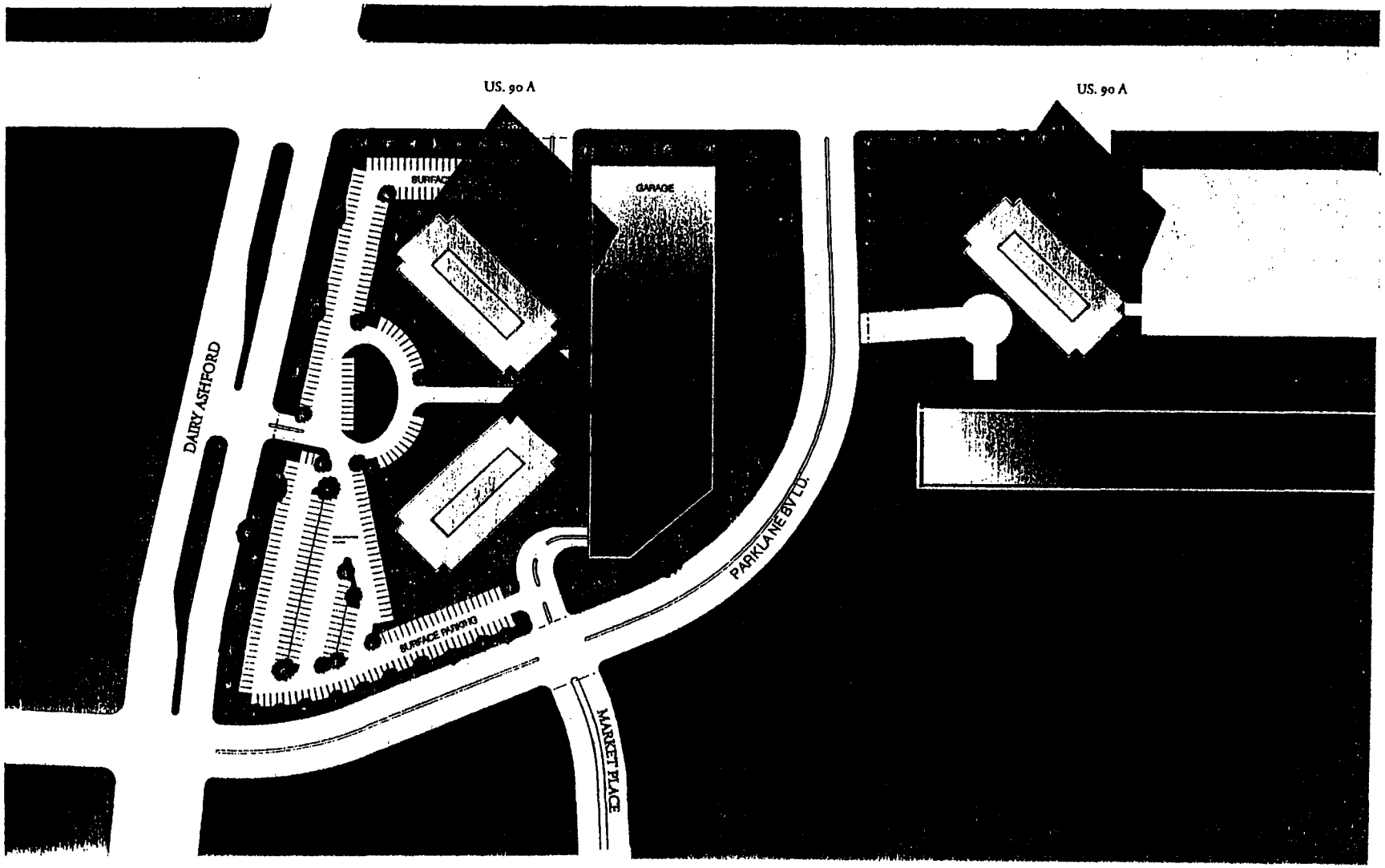


Exhibit "B"
3-8 story - 200,000 sqft
office building

A CORPORATE OFFICE DEVELOPMENT

GRANITE TOWERS @ SUGAR CREEK

SUGAR LAND, TEXAS

GRANITE PROPERTIES

0 120 N 360 480

08 JULY 1998 9840

EXHIBIT B

PER ORIGINAL

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Exhibit "B"
All 3 phases will have similar landscaping in quantity and quality.

EXHIBIT B

EXTENSON 2008108704
1 PG

22C

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIRD EXTENSION OF LOCAL STATE OF DISASTER DECLARATION
FORT BEND COUNTY COMMISSIONERS COURT ORDER

WHEREAS, on the 10th day of September, 2008, the County Judge issued a proclamation declaring a local state of disaster for Fort Bend County, Texas, resulting from the threat of imminent disaster from Hurricane Ike; and,

WHEREAS, on the 17th day September, 2008, at an emergency meeting, the Commissioners Court of Fort Bend County, Texas, issued an Order extending the local state of disaster declaration by an additional seven (7) days as a result of the effects of Hurricane Ike; and,

WHEREAS, on the 23rd day of September, 2008, at a regular meeting, the Commissioners Court of Fort Bend County, Texas, issued a Second Extension of the local state of disaster declaration for fourteen (14) calendar days; and

WHEREAS, the conditions necessitating the declaration of a local state of disaster continue to exist; and

WHEREAS, §418.108(b) of the TEXAS GOVERNMENT CODE provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT of FORT BEND COUNTY:

1. That the local state of disaster ordered for Fort Bend County, Texas, by the County Judge on September 10, 2008, extended for an additional seven (7) days on September 17, 2008 and further extended for fourteen (14) calendar days on September 23, 2008 by the Commissioners Court shall hereby continue until October 28, 2008.

2. This Order is passed as an emergency measure pursuant §418.108(d) of the TEXAS GOVERNMENT CODE and shall become effective on the 7th day of October, 2008.

PASSED AND APPROVED this 7 day of October, 2008.

Fort Bend County, Texas

Robert Hebert, County Judge

Attest:

Dianne Wilson, County Clerk

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
2008 Oct 09 11:49 AM 20081087
DA $0.00
Dianne Wilson COUNTY CLERK
FT BEND COUNTY TEXAS

ccm 10-7-08 #22C
Ret. Admin Serv Coord 10-9-08 orig. ret to Donna at Co Judge

AGENDA ITEM 22D

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: October 1, 2008

Court Date: October 7, 2008

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

SUMMARY OF ITEM:

Take all appropriate action to pay Exempt employees at their regular hourly rate for all hour-for-hour compensatory time accrued in preparation, response, and recovery efforts during the Hurricane Ike disaster declaration time period, in accordance with Section 413.10 of the Fort Bend County Employee Information Manual.

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

FINANCIAL SUMMARY:

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

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

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

Recommendation:

23 P

AGENDA ITEM

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: 9/24/2008

Court Date: 10/7/2008

Submitted By: Ed Sturdivant
Department: Auditor's Office
Telephone: 281-341-3769

SUMMARY OF ITEM:

Deliberate and take all appropriate action to adopt the resolution and electronic submission form of the 2009 Indigent Defense Formula Grant.

Renewal Agreement/Appointment: YES ☐ NO ☒

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

List Supporting Documents Attached: 2009 Fort Bend County Resolution

---

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO ☒

Funding Source: n/a

Requires Auditor to Certify Funds: YES ☐ NO ☒

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
- **Agenda Request Forms may be submitted by e-mail, fax, or inter-office mail, and all information must be provided by Wednesday at 2:00 p.m. to all departments listed below.**
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☒ Purchasing Agent	(281-341-8642)	☒ Comm. Pct. 4	(281-980-9077)
☒ Information Technology	(281-341-4526)	☒ County Clerk	(281-341-8697)
☐ Other: _____		☒ County Atty	(281-341-4557)

Recommendation:

Special Handling:

COUNTY JUDGE
RECEIVED
SEP 24 2008

10-9-08 orig. ret to Amy at Auditor

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

2009 Fort Bend County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Fort Bend County Commissioners Court has agreed that in the event of loss or misuse of the funds, Fort Bend County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 7 day of OCTOBER, 2008.

Robert E Hebert
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # 2009079200810O7. This grant application submission was in accordance with the Commissioners Court Resolution above.

Robert E Hebert
County Judge

23B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08

Court Agenda Date: 10/7/08

Submitted By: Ed Sturdivant
Department: Auditor's Office
Phone Number: 281-341-3769

SUMMARY OF ITEM:

Approve engagement letter with Null-Lairson to perform the audit of the County's financial statements for the fiscal year ending September 30, 2008.

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

List Supporting Documents Attached: *Engagement Letter*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit:100409100 Account Number: 63000
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: Nondepartmental, Fees

Instructions to submit Agenda Request Form:

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

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 orig. ret. to Ed at Auditor

Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

September 10, 2008

To the Honorable County Judge
And Members of Commissioners' Court
Fort Bend County, Texas

We are pleased to confirm our understanding of the services we are to provide the County of Fort Bend, Texas (the "County") for the year ending September 30, 2008. We will audit the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the County as of and for the year ending September 30, 2008 . The document we submit to you will include the following supplementary information required by generally accepted accounting principles that will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary comparison schedules,
3. Required supplementary pension information

Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements:

1. Combining statements,
2. Individual fund statements
3. Supporting schedules
4. Schedule of Expenditure of Federal Awards

The document will also include the following additional information that will not be subject to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Introductory Section
2. Statistical Section

11 Greenway Plaza | Suite 1515 | Houston, TX 77046 | (P) 713.621.1515 | (F) 713.621.1570
2277 Plaza Drive | Suite 260 | Sugar Land, TX 77479 | (P) 281.242.8600 | (F) 713.621.1570
www.null-lairson.com
MEMBERS, AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS, TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
CPA ASSOCIATES INTERNATIONAL, INC. WITH ASSOCIATED OFFICES IN PRINCIPAL U.S. AND INTERNATIONAL CITIES

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A- 1 33, *Audits of States, Local Governments, and Non-Profit Organizations.*
- Internal control related to major state programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the *State of Texas Uniform Grant Management Standards Chapter IV, Texas State Single Audit Circular (UGMS).*

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the County council, audit committee, management, specific regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-1 33, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services

The County's audit is a checking function that does not envision the making of adjustments to the accounting records. As part of our engagement, we may propose standard, adjusting or correcting journal entries to align your financial statements with generally accepted accounting principles. The number of journal entries needed to align a set of financial statements with generally accepted accounting principles is a direct reflection of the quality of the accounting records which in turn has a direct effect on the time required to perform the audit and thus the cost of it. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also

responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

We will prepare the general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the County's general ledger into a working trial balance. As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

It should be noted our audit of the financial statements does not relieve you or management of your responsibilities.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-1 33, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination

of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management and/or the audit committee of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management (to include the County council and/or audit committee as applicable) of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that the County complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures-Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the County's financial statements and on its compliance with requirements applicable to major programs. We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will inform the County council and the audit committee of any matters involving internal control and its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants. A *control deficiency* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *deficiency in design* exists when (a) a control necessary to meet the control objective is missing or (b) an existing control is not properly designed so that even if the control operates as designed, the control objective is not always met. A *deficiency in operation* exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or qualifications to perform the control effectively. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

In addition, to the extent they are applicable; we will communicate to you certain other matters related to the conduct of the audit, as applicable, including:

- Our views about your significant accounting practices, including accounting policies, accounting estimates and financial statement disclosures.
- Significant difficulties, if any, encountered during the audit
- Uncorrected misstatements, other than those the auditor believes are trivial, if any
- Disagreements with management, if any,
- Material, corrected misstatements that were brought to the attention of management as a result of audit procedures (recommended adjustments to financial statements).
- Representations we are requesting from management.
- Management's consultations with other accountants

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to you regarding your oversight of the financial reporting process.

Audit Procedures-Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide an original and print-ready master of our reports to the County; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted

within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Null Lairson, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Null Lairson, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by an oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc) except that we agree that our gross fee, including expenses, will not exceed $116,000 as shown below. Subsequent year fee estimates will be submitted for each annual renewal. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our standard hourly rates will not be increased for any services related to the audit for the year ending September 30, 2008.

Service Description	Associated Fees
Financial and compliance audit	$ 96,000
Preparation of CAFR	20,000
	$ 116,000

Our invoices for these fees will be rendered each month as work progresses and all uncontested amounts are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not

completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is understood that the length of this engagement will encompass the audit of the above mentioned financial statements for the years ending September 30, 2008, and 2009 as outlined in the County's Request for Qualifications No. 05-075. However, this agreement is subject to cancellation by either party upon thirty days written notice to the other party via certified mail.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. We have previously provided you with our peer review which was conducted in 2005.

We appreciate the opportunity to be of service to Fort Bend County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Null Lairson, P.C.

Null Lairson, P.C.

RESPONSE:
This letter correctly sets forth the understanding of Fort Bend County.

By: Robert Hebert, County Judge

Date: 10-7-08

Attest: Dianne Wilson, County Clerk

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: October 1, 2008	**Submitted By: Pamela Gubbels**
	Department: Budget Office
Court Agenda Date: October 7, 2008	**Phone Number: 281.344.3938**

SUMMARY OF ITEM:
Take appropriate action to approve changes as presented by the Budget Office to the list of Adopted Positions for FY2009 approved by Commissioners Court on September 23, 2008.

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

List Supporting Documents Attached: *List of Corrections to Approved Positions for FY2009; List of Positions for FY2009 Adopted September 23, 2009.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

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

DESCRIPTION OF LAWSON ACCOUNT: _____

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

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Revised
10-7-08

AGENDA ITEM
24

Corrections to Approved Positions for FY2009

1. Reclassify position 6221-0002 Assistant County Engineer A/L from grade 15 of the Professional Management policy group to grade 16 of the Professional Management policy group. This reclassification was approved by Human Resources; however, it was left off of the list of approved positions. (No budget change)

2. Reclassify position 6221-0009 Assistant County Engineer C/D from grade 15 of the Professional Management policy group to grade 16 of the Professional Management policy group. This reclassification was approved by Human Resources; however, it was left off of the list of approved positions. (No budget change)

3. Reclassify EMT-Basic positions 5401-0012, 5401-0041, 5401-0050, 5401-0085, 5401-0092, 5401-0093, 5401-0098, and 5401-0099 in Emergency Medical Services from grade 6 of the Public Health policy group to grade 7 of the Public Health policy group. These reclassifications were approved by Human Resources; however, they were left off of the list of approved positions. (No budget change)

4. Move position 5401-0053 Collections Clerk from Emergency Medical Services to EMS Collections.
   Transfer as follows:

Transfer From: Emergency Medical Services 100540100		**Transfer To:** EMS Collections 100497101	
Salaries 61000	$27,081	Salaries 61000	$27,081
Payroll Taxes 62000	$2,072	Payroll Taxes 62000	$2,072
Retirement 62100	$2,768	Retirement 62100	$2,768
Insurance 62200	$10,560	Insurance 62200	$10,560
WC/Unemp. 62300	$244	WC/Unemp. 62300	$244
TOTAL	$42,725	TOTAL	$42,725

5. Change title of new position in Information Technology from Technical Systems Specialist to Technical Support Specialist. (No budget change)

6. Change title of new positions in Sheriff Detention from Correctional Officers I and II to Detention Officer – Civilians I and II (No budget change)

7. Change title of new position in Information Technology from Engineer – Network Administrator grade 10 to Network Engineer grade 10. (No change to budget)

8. Change title of new position in the Treasurer's Office from Clerk III – Accounting grade 7 to Accounting Clerk I grade 7. (No change to budget)

9. Reclassify position 5031-0026 from Senior Programmer Analyst grade 12 to IT Projects Analyst grade 13. (No change to budget)

10. Reduce count of Technical Support Supervisor from 2 to 1 and add 1 Technical Services Supervisor, both grade 12. (No change in budget)

11. Change title of Accounting Clerk II in Treasurer's Office to be listed as Accounting Clerk II/Information Systems. (No change in budget)

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
100400100 County Judge				
	County Judge	J00001	G00	1
	Administrative Assistant	J08000	G08	1
	Agenda Coordinator	J10053	G10	1
	Community Relations Manager	J12054	G12	1
	Administrative/Budgets Manager	J12055	G12	1
	Total Proposed Positions			**5**
100401100 Commissioner Pct 1				
	County Commissioner	J00050	G00	1
	Administrative Assistant	J09001	G09	1
	Executive Assistant	J11021	G11	1
	Staff Director	J12043	G12	1
	Total Proposed Positions			**4**
100401200 Commissioner Pct 2				
	County Commissioner	J00050	G00	1
	Executive Assistant	J11021	G11	3
	Staff Director	J12043	G12	1
	Total Proposed Positions			**5**
100401300 Commissioner Pct 3				
	County Commissioner	J00050	G00	1
	Administrative Assistant	J09001	G09	1
	Executive Assistant	J11021	G11	2
	Total Proposed Positions			**4**
100401400 Commissioner Pct 4				
	County Commissioner	J00050	G00	1
	Executive Assistant	J11021	G11	2
	Administrative Assistant	J09001	G09	1
	Total Proposed Positions			**4**
100403100 County Clerk				
	County Clerk	J00002	G00	1
	Information Process Specialist I	J06007	G06	5
	Legal Process Specialist I	J06007	G06	9
	Information Process Specialist II	J07026	G07	8
	Legal Process Specialist II	J07029	G07	8
	Branch Coordinator	J08009	G08	1
	Information Process Spec Lead	J08022	G08	4
	Legal Process Specialist Lead	J08028	G08	9
	Bookkeeper/IPS	J08055	G08	1
	Office Manager	J09059	G09	1
	Administrative Services Coord	J10001	G10	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Department Supervisor	J10013	G10	3
	Division Supervisor	J11017	G11	3
	First Asstistant County Clerk	J14020	G14	1
	Total Proposed Positions			**55**
New Positions				
	Information Process Specialist I	J07026	G07	1
	Legal Process Specialist I (40% Toll Road	J07029	G07	1
	Total New Positions			**2**
100410100 Risk Management				
	Risk Analyst I	J08AC	G08	1
	Risk Analyst II	J09AC	G09	2
	Risk Administrator	J09AC	G09	1
	Risk & Information Management	J09AC	G09	1
	Safety Officer	J12PM	G12	1
	Risk Management Supervisor	J13PM	G13	1
	Director of Risk Management	J16005	G16	1
	Total Proposed Positions			**8**
100411100 Elections Administration				
	Elections Registration Clerk	J06026	G06	2
	Asst Equipment Technician-Elec	J07045	G07	1
	Purchasing/Materials Clerk	J08066	G08	1
	Equipment Technician-Elections	J09063	G09	1
	Voter Registration Coordinator	J09075	G09	1
	Elections Coordinator	J09076	G09	1
	Asst Elections Administrator	J12057	G12	1
	Elections Administrator	J15031	G15	1
	Total Proposed Positions			**9**
100412100 Human Resources				
	HR Clerk	J06023	G06	1
	Administrative Coordinator	J09002	G09	1
	HR Specialist	J09083	G09	1
	Compensation/HRIS Analyst	J10051	G10	1
	HR Generalist - Employee Rel	J12059	G12	1
	HR Generalist - Training	J12060	G12	1
	HR Generalist - Recruiting	J12065	G12	1
	Senior HR Generalist	J13033	G13	1
	Director of Human Resources	J16006	G16	1
	Total Proposed Positions			**9**
100414100 Vehicle Maintenance				
	Parts Clerk	J05013	G05	1
	Mechanic	J07031	G07	2

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Administrative Assistant	J08000	G08	1
	Electronic Equipment Upfitter	J08018	G08	1
	Master Mechanic	J08033	G08	3
	Vehicle Maintenance Supervisor	J12047	G12	1
	Total Proposed Positions			**9**
100416100 Records Management				
	Micrographic Process Specialis	J06016	G06	3
	Lead Micrographics Process Spc	J07028	G07	1
	Department Coordinator	J09018	G09	1
	Records Mgmt Off/Grants Admn	J12025	G12	1
	Total Proposed Positions			**6**
100417100 Mail Center				
	Mail Clerk	J03003	G03	1
	Mail Center Supervisor	J08069	G08	1
	Total Proposed Positions			**2**
100418100 Facilities & Planning				
	Administrative Assistant	J08000	G08	1
	Facilities&Planning Estimator	J10050	G10	1
	Administrative Manager	J12001	G12	1
	Program Manager	J13005	G13	1
	Facilities Mgmt/Planning Dir	J17006	G17	1
	Total Proposed Positions			**5**
100418101 Maintenance				
	Building Maintenance Wrkr III	J07004	G07	4
	Building Maintenance Superviso	J12005	G12	1
	Facilities Maintenance Manager	J13038	G13	1
	Total Proposed Positions			**6**
New Positions				
	Building Maintenance Wrkr III	J07004	G07	1
	Total New Positions			**1**
100418102 Operations				
	Receptionist/Billing	J06018	G06	2
	Facility Services Specialist	J08AC	G08	2
	Total Proposed Positions			**4**
New Positions				
	Operations Manager	J11PM	G11	1
	Total New Positions			**1**
100418103 Custodial				
	Custodian	J01000	G01	7

FY2009 Proposed Positions
for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Lead Custodian	J03OST	G03	1
	Building Maintenance Worker II	J05004	G05	3
	Total Proposed Positions			**11**
100419100 Special Projects				
	Director of Administrative Ser	J16002	G16	1
	Total Proposed Positions			**1**
100426100 County Court @ Law #1				
	County Court at Law Judge	J00015	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Probate Auditor	J11077	G11	1
	Total Proposed Positions			**4**
100426200 County Court @ Law #2				
	County Court at Law Judge	J00015	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Probate Auditor	J11077	G11	1
	Total Proposed Positions			**4**
100426300 County Court @ Law #3				
	County Court at Law Judge	J00015	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Probate Auditor	J11077	G11	1
	Total Proposed Positions			**4**
100426400 County Court @ Law #4				
	County Court at Law Judge	J00015	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Probate Auditor	J11077	G11	1
	Total Proposed Positions			**4**
100426500 CCL Associate Judge				
	Associate Judge	J00059	G00	1
	Total Proposed Positions			**1**
100435100 240th District Court				
	District Judge	J00010	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Total Proposed Positions			**3**
100435200 268th District Court				
	District Judge	J00010	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**3**
100435300 328th District Court				
	District Judge	J00010	G00	1
	Court Reporter	J00055	G00	1
	Court Master	J00058	G00	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**4**
100435400 387th District Court				
	District Judge	J00010	G00	1
	Court Reporter	J00055	G00	1
	Associate Judge	J00059	G00	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**4**
100435500 400th District Court				
	District Judge	J00010	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**3**
100435600 434th District Court				
	District Judge	J00010	G00	1
	Court Reporter	J00055	G00	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**3**
100440100 Child Support				
	Administrator	J13000	G13	1
	Clerk II	J06007	G06	5
	Clerk I	J05005	G05	1
	Total Proposed Positions			**7**
100450100 District Clerk				
	District Clerk	J00004	G00	1
	Clerk II	J06007	G06	22
	Civil Appeals-Judgement Clerk	J07007	G07	1

FY2009 Proposed Positions
for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Clerk III	J07008	G07	17
	Clerk III - Accounting	J07009	G07	4
	Criminal Appeals-Judgement Clk	J07017	G07	1
	Lead Worker	J08027	G08	5
	Records Coordinator	J08AC	G08	1
	Office Manager	J09059	G09	1
	I T Coordinator	J09AC	G09	1
	Administrative Services Coord	J10001	G10	1
	Department Supervisor	J10055	G10	3
	Division Supervisor	J11061	G11	4
	First Assistant DistrictClerk	J14031	G14	1
	Total Proposed Positions			**63**
New Positions				
	Clerk III	J07008	G07	1
	Total New Positions			**1**
100455100 Justice of the Peace 1-1				
	Justice of the Peace	J00019	G00	1
	Case Manager	J08AC	G08	3
	Administrative Assistant	J09001	G09	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**6**
100455200 Justice of the Peace 1-2				
	Justice of the Peace	J00019	G00	1
	Case Manager	J08AC	G08	6
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**8**
New Positions				
	Clerk III	J07008	G07	1
	Total New Positions			**1**
100455300 Justice of the Peace 2				
	Justice of the Peace	J00019	G00	1
	Teen Court Coordinator	J05023	G05	1
	Clerk III	J07008	G07	4
	Case Manager	J08AC	G08	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**8**
100455400 Justice of the Peace 3				
	Justice of the Peace	J00019	G00	1
	Clerk III	J07008	G07	2
	Case Manager	J08AC	G08	2
	Court Coordinator	J11015	G11	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Total Proposed Positions			**6**
New Positions				
	Clerk III	J07008	G07	2
	Total New Positions			**2**
100455500 Justice of the Peace 4				
	Justice of the Peace	J00019	G00	1
	Case Manager	J08AC	G08	3
	Clerk III	J07008	G07	1
	Court Coordinator	J11015	G11	1
	Total Proposed Positions			**6**
100460100 Bail Bond Board				
	Bail Bond Administrator	J10004	G10	1
	Total Proposed Positions			**1**
100475100 County Attorney				
	County Attorney	J00066	G00	1
	Receptionist	J06017	G06	1
	Administrative Secretary	J08003	G08	3
	Sr. Litigation Coordinator	J09082	G09	1
	Executive Assistant	J11021	G11	1
	Investigator	J11030	G11	1
	Attorney II	J14003	G14	2
	Civil Litigation Attorney	J14008	G14	6
	Chief - Family Law	J15030	G15	1
	First Asst Civil Litigation	J16003	G16	1
	First Asst County Attorney	J16004	G16	1
	Total Proposed Positions			**19**
New Positions				
	Administrative Secretary	J08003	G08	1
	Total New Positions			**1**
100480100 District Attorney				
	District Attorney	J00012	G00	1
	Clerk II	J06007	G06	2
	Receptionist	J06017	G06	2
	Administrative Secretary	J07001	G07	20
	Admin Secretary-Investigations	J08004	G08	1
	Misdemeanor Support Staff Coor	J09044	G09	1
	Victim Assistance Coordinator	J09056	G09	1
	Worthless Check Division Coord	J09058	G09	1
	Administrative Coordinator	J11002	G11	1
	Investigator	J11030	G11	4
	Attorney I	J12003	G12	14

FY2009 Proposed Positions
for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Chief Investigator	J12006	G12	1
	Attorney II	J14003	G14	16
	Attorney II - Child Abuse	J14021	G14	2
	Chief Appellate Prosecutor	J15004	G15	1
	Chief Child Abuse Prosecutor	J15005	G15	1
	Chief Intake Prosecutor	J15008	G15	1
	Chief Juvenile Prosecutor	J15009	G15	1
	Chief Misdemeanor Prosecutor	J15010	G15	1
	Chief Narcotics Prosecutor	J15011	G15	1
	Chief Economic Crimes	J15023	G15	1
	First Asst. District Attorney	J17003	G17	1
	Total Proposed Positions			**75**
New Positions				
	Investigator	J11030	G11	1
	Attorney II	J14003	G14	2
	Total New Positions			**3**
100495100 County Auditor				
	Audit Assistant - Accounting	J09008	G09	3
	Audit Assistant - AP Auditor	J09009	G09	4
	Audit Asst. - Internal Auditor	J09010	G09	2
	Accountant	J11000	G11	2
	Internal Auditor	J11029	G11	5
	Accounts Payable Supervisor	J13037	G13	1
	Accounting Supervisor	J14000	G14	1
	Internal Audit Supervisor	J14014	G14	1
	First Assistant County Auditor	J14032	G14	1
	County Auditor	J16001	G16	1
	Total Proposed Positions			**21**
New Positions				
	Accountant	J11000	G11	1
	Total New Positions			**1**
100497100 County Treasurer				
	County Treasurer	J00006	G00	1
	Accounting Clerk I	J07AC	G07	1
	Accounting Clerk II	J08AC	G08	1
	Payroll Specialist	J08AC	G08	2
	Administrative Assistant	J09AC	G09	1
	Accounting Clerk III	J09AC	G09	1
	Sr. Payroll Specialist	J09AC	G09	1
	Payroll Supervisor	J12PM	G12	1
	Assistant County Treasurer	J14PM	G14	1
	Total Proposed Positions			**10**
New Positions				
	Clerk III - Accounting	J07009	G07	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Total New Positions			**1**
100497101 Court Collection				
	Clerk II	J06007	G06	1
	Collections Supervisor	J10064	G10	1
	Total Proposed Positions			**2**
100497102 EMS Collection				
	Clerk II	J06007	G06	3
	Clerk III	J07008	G07	1
	Senior Collection Clerk	J08AC	G08	1
	Collections Manager	J10PM	G10	1
	Total Proposed Positions			**6**
100499100 Tax Assessor				
	Tax Assessor/Collector	J00003	G00	1
	Clerk II	J06007	G06	15
	Clerk III	J07008	G07	24
	Clerk Specialist	J08013	G08	5
	Accounting Assistant	J09000	G09	1
	Department Coordinator	J09018	G09	5
	Administrative Services Coord	J10001	G10	1
	Assistant Division Supervisor	J10057	G10	4
	Accounting Manager	J11001	G11	1
	Division Supervisor-Tax/Auto	J11071	G11	2
	Tax Office Director	J14018	G14	1
	Total Proposed Positions			**60**
New Positions				
	Administrative Assistant	J07000	G08	1
	Clerk III	J07008	G07	3
	Department Coordinator	J09018	G09	1
	Total New Positions			**5**
100501100 Budget Office				
	Administrative Assistant	J08AC	G08	1
	Budget Analyst I	J11PM	G11	2
	Budget Analyst III	J13PM	G13	1
	Assist Dir of Finance & Invest	J14033	G14	1
	Director of Finance & Investme	J16000	G16	1
	Total Proposed Positions			**6**
100503100 Information Technology				
	Admin Services Specialist	J08005	G08	1
	Computer Operator	J08060	G08	3
	Customer Service Representative	J09066	G09	5

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Technical Assessment Rep	J09067	G09	1
	Technical Support Specialist	J09068	G09	10
	Office Manager - IT	J09081	G09	1
	Technical Systems Specialist	J10039	G10	2
	Systems Support Specialist	J10049	G10	1
	Programmer Analyst	J11042	G11	3
	Operations Supervisor	J12022	G12	1
	Senior Programmer Analyst	J12041	G12	5
	Technical Support Supervisor	J12051	G12	2
	Webmaster	J12058	G12	2
	Systems Programming Supervisor	J13019	G13	1
	UNIX/Database Administrator	J13026	G13	1
	Applications Programming Super	J13027	G13	1
	System Administrator	J13034	G13	1
	Applications&SystemsProgMgr	J14022	G14	1
	Customer Services Manager	J14023	G14	1
	IT Projects Manager	J14024	G14	1
	Project Manager	J14025	G14	1
	Information Technology Dir	J17007	G17	1
	Total Proposed Positions			**46**
New Positions				
	Technical Systems Specialist	J10039	G09	1
	Engineer-Network Administrator	J11019	G10	1
	Total New Positions			**2**
100505100 Purchasing				
	Clerk II	J06007	G06	1
	Adminisrative Secretary	J07AC	G07	1
	Inventory Control Clerk	J07AC	G07	1
	Buyer I	J08010	G08	1
	Buyer II	J09012	G09	1
	Quality Assurance Coordinator	J09AC	G09	1
	Inventory Control Manager	J10AC	G10	1
	Buyer III/Software Specialist	J10AC	G10	1
	Senior Buyer	J12PM	G12	1
	Assistant Purchasing Agent	J14PM	G14	1
	Purchasing Agent	J15019	G15	1
	Total Proposed Positions			**11**
New Positions				
	Buyer I	J08010	G08	1
	Total New Positions			**1**
100512100 Sheriff Detention				
	Cadet	J04009	G04	20
	Bonding Clerk	J05002	G05	11
	Medical Office Clerk	J05025	G05	1

FY2009 Proposed Positions
for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Administrative Clerk II	J06029	G06	2
	Administrative Clerk - Jail	J06AC	G06	1
	Building Maintenance Wrkr III	J07004	G07	3
	Clerk III - Bonding	J07015	G07	2
	Detention Officer - Civilian	J07021	G07	76
	Lead Building Maintenance Wrkr	J08024	G08	1
	Detention Officer - Civilian II	J08AC	G08	5
	Bonding Supervisor	J09011	G09	1
	Detention Deputy	J09024	G09	113
	Maintenance Supervisor	J09041	G09	1
	Medical Officer II	J09043	G09	2
	Medical Officer	J09079	G09	1
	Deputy Sheriff	J09093	G09	1
	ID Technician	J10020	G10	1
	Administrative Assistant	J10054	G10	1
	Medical Officer II	J10056	G10	7
	Corporal	J11084	G11	6
	Sergeant - Administrative	J12028	G12	1
	Sergeant	J12067	G12	9
	Lieutenant	J13040	G13	6
	Medical Supervisor	J13PM	G13	1
	Captain	J14034	G14	1
	Major	J15032	G15	1
	Total Proposed Positions			**275**
New Positions				
	Building Maintenance Wrkr III	J07004	G07	1
	Correctional Officer GRP 3	J07LE	G07	1
	Correctional Officer GRP 5	J07LE	G07	5
	Correctional Officer GRP 6	J07LE	G07	5
	Correctional Officer GRP 7	J07LE	G07	5
	Correctional Officer GRP 8	J07LE	G07	5
	Correctional Officer GRP 9	J07LE	G07	5
	Correctional Officer II	J08LE	G08	5
	Correctional Officer II GRP 2	J08LE	G08	3
	Correctional Officer II GRP 3	J08LE	G08	2
	Detention Deputy	J09024	G09	2
	Detention Deputy GRP 2	J09024	G09	7
	Detention Deputy GRP 3	J09024	G09	7
	Detention Deputy GRP 4	J09024	G09	8
	Detention Deputy GRP 5	J09024	G09	5
	Detention Deputy GRP 6	J09024	G09	6
	Detention Deputy GRP 7	J09024	G09	6
	Detention Deputy GRP 8	J09024	G09	6
	Detention Deputy GRP 9	J09024	G09	8
	Medical Officer II GRP 7	J10056	G10	1
	Medical Officer II GRP 8	J10056	G10	1
	Medical Officer II GRP 9	J10056	G10	1
	Corporal - Detention GRP 2	J11011	G11	2

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Corporal - Detention GRP 4	J11011	G11	2
	Corporal - Detention GRP 5	J11011	G11	1
	Sergeant - Jail	J12033	G12	2
	Sergeant - Jail GRP 3	J12033	G12	2
	Sergeant - Jail GRP 4	J12033	G12	1
	Lieutenant - Jail Shift	J13015	G13	2
	Lieutenant - Jail Shift GRP 4	J13015	G13	1
	Lieutenant - Jail Shift GRP 5	J13015	G13	1
	Lieutenant - Jail Shift GRP 6	J13015	G13	1
	Total New Positions			**110**
100540100 EMS				
	EMT - Basic	J06030	G06	8
	Administrative Assistant	J07000	G07	1
	Collections Clerk	J07016	G07	1
	EMT - Intermediate	J08019	G08	10
	Analyst	J08071	G08	1
	Department Coordinator	J09018	G09	1
	Paramedic I	J09046	G09	20
	Paramedic II	J10033	G10	35
	Lieutenant - Operations	J12021	G12	6
	Lieutenant - Clinical	J12061	G12	2
	Deputy Chief - Operations	J13007	G13	1
	Deputy Chief - Clinical	J13035	G13	1
	Deputy Chief Administration	J13PM	G13	1
	Director of EMS	J15015	G15	1
	Total Proposed Positions			**89**
100543100 Fire Marshal				
	Receptionist/Clerk	J05014	G05	1
	Administrative Assistant	J09AC	G09	1
	Investigator/Inspector	J10023	G10	3
	Senior Investigator/Inspector	J11051	G11	1
	Deputy Fire Marshal	J12010	G12	1
	Fire Marshal	J14013	G14	1
	Total Proposed Positions			**8**
New Positions				
	Investigator/Inspector	J10023	G10	1
	Total New Positions			**1**
100545100 DPS				
	Administrative Clerk	J05000	G05	1
	Clerk II	J06007	G06	1
	Total Proposed Positions			**2**

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
100550100 Constable Pct 1				
	Constable	J00020	G00	1
	Administrative Secretary	J07001	G07	1
	Administrative Deputy	J09003	G09	2
	Deputy Constable	J09019	G09	11
	Sergeant - Constables	J11053	G11	1
	LT. Chief Operations Officer	J12020	G12	1
	Total Proposed Positions			**17**
New Positions				
	Administrative Secretary	J07001	G07	1
	Total New Positions			**1**
100550200 Constable Pct 2				
	Constable	J00020	G00	1
	Clerk I	J05005	G05	1
	Administrative Assistant	J08000	G08	2
	Deputy Constable	J09019	G09	3
	Corporal Constables	J10010	G10	4
	Sergeant - Constables	J11053	G11	1
	LT. Chief Operations Officer	J12020	G12	1
	Total Proposed Positions			**13**
New Positions				
	Constable Clerk	J05024	G05	1
	Total New Positions			**1**
100550300 Constable Pct 3				
	Constable	J00020	G00	1
	Constable Clerk	J05024	G05	1
	Administrative Assistant	J08000	G08	2
	Deputy Constable	J09019	G09	4
	Corporal Constables	J10010	G10	1
	Sergeant - Constables	J11053	G11	2
	LT. Chief Operations Officer	J12020	G12	1
	Total Proposed Positions			**12**
100550400 Constable Pct 4				
	Constable	J00020	G00	2
	Administrative Deputy	J09003	G09	2
	Deputy Constable	J09019	G09	3
	Corporal Constables	J10010	G10	1
	Sergeant - Constables	J11053	G11	1
	LT. Chief Operations Officer	J12020	G12	1
	Total Proposed Positions			**10**
New Positions				
	Deputy Constable	J09019	G09	1

FY2009 Proposed Positions
for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Total New Positions			**1**
100555100 Admin Court Services				
	Associate Judge	J00059	G00	1
	Total Proposed Positions			**1**
100555101 Indigent Defense Program				
	Administrative Secretary	J07001	G07	1
	Indigent Defense Clerk	J07041	G07	1
	Court Services Coordinator	J11070	G11	1
	Total Proposed Positions			**3**
100560100 Sheriff Enforcement				
	Sheriff	J00027	G00	1
	Mail Room Clerk	J03004	G03	1
	Gang Task Force Secretary	J05009	G05	1
	Records Clerk	J05015	G05	4
	HR Clerk - SO	J05026	G05	1
	Administrative Asst.-Narcotics	J06002	G06	1
	Administrative Clerk II	J06029	G06	2
	Administrative Clerk III	J07046	G07	1
	Administrative Assistant	J08000	G08	2
	Clerk III-Records Supervisor	J08012	G08	2
	Teaching/Personnel Assistant	J08047	G08	1
	Fugitive Warrants Coordinator	J08061	G08	2
	Detention Deputy	J09024	G09	1
	Victim Liaison&PR Coordinator	J09057	G09	1
	HR Assistant - SO	J09070	G09	1
	Admin Asst - Fiscal Affairs	J09072	G09	1
	Telecommunications Officer I	J09078	G09	20
	Deputy Sheriff	J09093	G09	138
	ID Technician	J10020	G10	8
	Investigator	J10022	G10	46
	Investigator - Gang Task Force (NEW)	J10022	G10	5
	Communications Sys Specialist	J10043	G10	3
	Administrative Assistant	J10054	G10	2
	Telecommunications Officer II	J11074	G11	17
	Communications Coordinator	J11080	G11	3
	Corporal	J11084	G11	4
	Communications Developmnt Coor	J12066	G12	1
	Sergeant	J12067	G12	20
	Sergeant - Gang Task Force (NEW)	J12067	G12	1
	Fiscal Coordinator	J12PM	G12	1
	HR Coordinator	J12PM	G12	1
	Communications Manager	J13039	G13	1
	Lieutenant	J13040	G13	7

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Captain	J14034	G14	6
	Chief Deputy	J15006	G15	1
	Major	J15032	G15	1
	Total Proposed Positions			**309**
New Positions				
	Telecommunications Officer I	J09078	G09	9
	Patrol Deputy	J09LE	G09	5
	Investigator	J10022	G10	1
	Total New Positions			**15**
100570102 CSCD				
	CSR Facilitator	J07018	G07	3
	CSR Coordinator	J09017	G09	1
	Total Proposed Positions			**4**
New Positions				
	Senior Officer	J11052	G11	1
	Total New Positions			**1**
100580100 Emergency Management				
	Clerk II	J06007	G06	1
	Administrative Coordinator	J08002	G08	1
	Senior Planning Coordinator	J11078	G11	1
	Assistant EM Coordinator	J12056	G12	1
	Emergency Mgmt. Coordinator	J15027	G15	1
	Total Proposed Positions			**5**
100611101 Road & Bridge IDC				
	Carpenter	J07005	G07	12
	Carpenter Supervisor	J11082	G11	1
	Total Proposed Positions			**13**
New Positions				
	Carpenter	J07005	G07	1
	Total New Positions			**1**
100622100 Engineering				
	Receptionist/Clerk	J05014	G05	1
	Clerk II	J06007	G06	1
	Clerk III	J07008	G07	1
	Permit Assistant	J07034	G07	1
	Surveyor/Landfill Technician	J07039	G07	1
	Engineering Technician CAD	J09031	G09	1
	GIS Technician	J09077	G09	1
	Assistant to County Engineer	J10002	G10	1
	Permit Administrator	J10044	G10	1
	Engineer-Network Administrator	J11019	G11	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Executive Assistant	J11021	G11	1
	GIS Coordinator	J11026	G11	1
	Permit Supervisor	J11067	G11	1
	Engineer I	J12PM	G12	1
	Engineer II	J13PM	G13	1
	Engineer III	J14PM	G14	1
	Assistant County Engineer A/L	J15002	G15	1
	Assistant County Engineer C/D	J15003	G15	1
	TROpsMgr/Trans Asst.CoEngineer	J15024	G15	1
	County Engineer	J18000	G18	1
	Total Proposed Positions			**20**
100622102 Recycle				
	Recycling Center Coordinator	J08045	G08	1
	Total Proposed Positions			**1**
100630100 Clinical Health				
	Community Service Aide	J05006	G05	2
	Community Service Aide II	J06027	G06	1
	Clerk III	J07008	G07	1
	Administrative Assistant	J09001	G09	1
	Licensed Vocational Nurse	J09039	G09	2
	Registered Nurse	J11046	G11	4
	Director of Clinical Health	J13009	G13	1
	Total Proposed Positions			**12**
100633100 Animal Control				
	Kennel Officer	J02000	G02	2
	Animal Control Officer	J04000	G04	4
	Receptionist/Clerk	J05014	G05	1
	Animal Control Officer II	J06028	G06	1
	Assistant Director	J09005	G09	1
	Director of Animal Control	J12011	G12	1
	Total Proposed Positions			**10**
100635100 H&H Services				
	Administrative Assistant	J09001	G09	1
	Deputy Director of H & HS	J15013	G15	1
	Director of H & HS	J19000	G19	1
	Total Proposed Positions			**3**
100638100 Environmental Health				
	Clerk I	J05005	G05	1
	Receptionist/Clerk	J05014	G05	1
	Clerk II	J06007	G06	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Inspector	J07027	G07	2
	Inspector II	J08023	G08	1
	Administrative Coordinator	J09071	G09	1
	Environmental Code Inspctor	J09088	G09	1
	Development Permit Prog Coord	J10014	G10	1
	Sanitarian	J10036	G10	4
	Environmental Investigator	J10046	G10	3
	Chief Sanitarian	J12PM	G12	1
	Director-Enviromental Health	J14030	G14	1
	Total Proposed Positions			**18**
100640100 Indigent Care				
	Clerk II	J06AC	G06	1
	Eligibility Specialist	J07AC	G07	4
	Senior Eligibility Specialist	J08068	G08	1
	Claims Analyst	J08AC	G08	1
	Administrative Coordinator	J09002	G09	1
	Indigent Health Care Manager	J13PM	G13	1
	Total Proposed Positions			**9**
100645100 Social Services				
	Receptionist/Clerk	J05014	G05	2
	Clerk II - Accounting	J06009	G06	1
	Clerk III - Eligibility Worker	J07014	G07	4
	Pharmaceutical/Eligibility Wkr	J07035	G07	1
	Caseworker	J08011	G08	1
	Lead Eligibility Clerk	J09036	G09	1
	Social Services Coordinator	J10048	G10	1
	Director of Social Services	J13036	G13	1
	Total Proposed Positions			**12**
100650100 Library				
	Building Maintenance Worker II	J05004	G05	3
	Clerk II - Library	J06008	G06	31
	Communications Technician	J06011	G06	1
	Building Maintenance Wrkr III	J07004	G07	1
	Clerk III - Accounting	J07009	G07	2
	Clerk III - Library	J07012	G07	11
	Library Paraprofessional	J08029	G08	22
	Sr. Communications Technician	J08054	G08	2
	E-Services Technician	J08072	G08	1
	Administrative Assistant	J09001	G09	1
	Community Outreach Manager	J09014	G09	1
	Librarian I	J09037	G09	10
	Library Manager - Needville	J09038	G09	1
	Maintenance Coordinator	J09040	G09	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Network Specialist - Library	J09060	G09	1
	Business Manager	J10007	G10	1
	Geneology/Local History Spec	J10018	G10	1
	Librarian II	J10030	G10	12
	Communications Supervisor	J11007	G11	1
	Distance Learning -AudioVisual	J12013	G12	1
	Librarian III	J12019	G12	6
	Public Information Coordinator	J12024	G12	1
	Librarian III - System Admin	J12062	G12	1
	Coordinator of Technology	J13006	G13	1
	Librarian IV	J13013	G13	3
	Assistant County Librarian	J15001	G15	1
	County Librarian	J17001	G17	1
	Total Proposed Positions			**119**
New Positions				
	Clerk II - Library	J06008	G06	6
	Clerk III - Library	J07012	G07	1
	Library Paraprofessional	J08029	G08	9
	Librarian I	J09037	G09	3
	Librarian II	J10030	G10	2
	Librarian III	J12019	G12	3
	Librarian IV	J13013	G13	1
	Total New Positions			**25**
100655100 Fairgrounds				
	Maintenance Worker	J05010	G05	3
	Fairgrounds Supervisor	J08020	G08	1
	Fairgrounds Facility Coord	J09034	G09	1
	Total Proposed Positions			**5**
New Positions				
	Clerk II	J06007	G06	1
	Total New Positions			**1**
100660100 Parks				
	Parks Operator II	J05012	G05	8
	Clerk III	J07008	G07	1
	Parks Maintenance Supervisor	J08035	G08	1
	Parks Operator Supervisor	J08036	G08	1
	Personnel Coordinator	J09AC	G09	1
	Recreation Coordinator	J09AC	G09	1
	Assistant Parks Director	J12PM	G12	1
	Parks Director	J15018	G15	1
	Total Proposed Positions			**15**
100665100 Extension Services				
	Receptionist/Clerk	J05014	G05	1

FY2009 Proposed Positions for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Administrative Assistant	J06000	G06	4
	Program Coord Extension Srvcs	J08041	G08	1
	Program Coord MG/MN	J08042	G08	1
	Administrative Specialist	J08053	G08	1
	Technical Assistant	J09054	G09	1
	Administrative Manager	J11004	G11	1
	Total Proposed Positions			**10**
100667100 Veterans Services				
	Clerk II	J06007	G06	1
	Assistant Veteran Services Ofc	J09085	G09	1
	Veteran Services Officer	J11076	G11	1
	Total Proposed Positions			**3**
New Positions				
	Assistant Veteran Services Ofc	J09085	G09	1
	Total New Positions			**1**
155611100 Road & Bridge				
	Laborer in Training	J03002	G03	15
	Traffic Control Tech I	J04004	G04	6
	Clerk I	J05005	G05	1
	Equipment Operator	J05008	G05	15
	Order Entry/Payable Clerk	J05011	G05	1
	Parts Clerk	J05013	G05	4
	Tire Service Technician	J05019	G05	1
	Traffic Control Tech II	J05020	G05	3
	Master Gardener/Landscaper	J06015	G06	2
	Vector/Herbicide Tech I	J06021	G06	1
	Administrative Secretary	J07001	G07	2
	Fitter/Welder	J07023	G07	2
	Heavy Equipment Operator	J07024	G07	20
	Mechanic	J07031	G07	3
	Request for Service Clerk	J07AC	G07	1
	Master Equipment Operator	J08032	G08	34
	Master Mechanic	J08033	G08	8
	Parts Supervisor	J08038	G08	2
	Vector/Herbicide Technician II	J08051	G08	2
	GIS Assistant	J08056	G08	1
	Administrative Assistant	J08AC	G08	1
	Order Entry/Payable Clerk	J08AC	G08	1
	Administrative Assistant	J09001	G09	1
	Coord of Admin/Regulatory Proj	J09016	G09	1
	Master Welder	J09042	G09	1
	Surveyor/Technician	J09053	G09	3
	Traffic Safety Officer	J09055	G09	1
	Executive Assistant	J11021	G11	1
	Supervisor	J11054	G11	11

FY2009 Proposed Positions
for Fort Bend County

Office/Dept.	Title	Job Code	Pay Grade	Count
	Vector/Herbicide Supervisor	J11059	G11	1
	Traffic Operation Supervisor	J12PM	G12	1
	General Manager-Fleet Oper	J13012	G13	1
	Road & Bridge Superintendent N	J14016	G14	1
	Road & Bridge Superintendent S	J14017	G14	1
	Road & Bridge Commissioner	J17005	G17	1
	Total Proposed Positions			**151**
New Positions				
	Signal Technician I	J07OST	G07	1
	Signal Technician II	J08OST	G08	1
	Total New Positions			**2**
195585100 Law Library				
	Law Library Coordinator	J10029	G10	1
	Total Proposed Positions			**1**
295400102 Courthouse Security				
	Detention Deputy	J09024	G09	4
	Sergeant	J12LE	G12	2
	Total Proposed Positions			**6**

Total Proposed Positions	1703
Total New Positions	182
Total County Positions 2009	**1885**

FY2009 Proposed Positions
for Fort Bend County Drainage District

Title	Job Code	Pay Grade	Count
160620100 Drainage District			
Laborer	J03005	G03	1
Bridge Crew	J05003	G05	4
Equipment Operator	J05008	G05	8
Parts Clerk	J05013	G05	1
Tire Service Technician	J05019	G05	1
Surveyor/Instrument Technician	J06OST	G06	2
Clerk III	J07008	G07	1
Heavy Equipment Operator	J07024	G07	29
Mechanic	J07031	G07	1
Asst. Foreman-Bridge Crew	J08006	G08	1
Master Equipment Operator	J08032	G08	9
Master Mechanic	J08033	G08	2
Master Welder	J09042	G09	1
Surveyor/Technician	J09053	G09	1
Administrative Assistant	J10054	G10	1
Area Superintendent	J11005	G11	3
Construction Supervisor	J11008	G11	1
Project Coord/Herbicide Super	J11043	G11	1
Assistant to Engineer	J11PM	G11	1
Bridge Crew Superintendent	J11PM	G11	1
Fleet Manager/Maintenance	J12PM	G12	1
Engineer I	J12PM	G12	1
First Asst to Chief Engineer	J15017	G15	1
General Manager-Chief Engineer	J17004	G17	1
Total Proposed Positions			**74**
New Positions			
Fitter/Welder	J07023	G07	1
Total New Positions			**1**

25A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: September 30, 2008

Court Agenda Date: October 7, 2008

Submitted By: John Oldham
Department: Election Administration
Phone Number: 341-8673

SUMMARY OF ITEM: Approval of $1.00 hourly pay increases for Election workers including Election Judges & Clerks. Funds included in FY09 Budget. Schedule attached.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐

FUNDNG SOURCE: Accounting Unit:100411102 Account Number: 61100
Activity (If Applicable):

DESCRIPTION OF LAWSON ACCOUNT: Election Services: Temporary or Part Time_____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Pay Rates for
Fort Bend County Election Workers
Effective 10/01/2008

(Request approval by Commissioners Court)

Position	Old Hourly Pay	New Hourly Pay
Early Voting Judge	$9.00	$10.00
Early Voting clerk	$8.00	$9.00
Election Day Presiding Judge	$8.00	$9.00
Election Day Alternate Judge	$7.00	$9.00
Election Day Clerks	$7.00	$8.00
Election Day return of supplies	$25.00 (flat rate)	$25.00 (flat rate)
Election Day runners	$8.00 plus mileage	$10.00 plus mileage
Election Day Technical Support/ Trouble Shooters	$10.00 plus mileage	$11.00 plus mileage
Early Voting Ballot Board	$8.00	$9.00
Election Central clerks	$8.00	$9.00
Phone bank clerks	$8.00	$9.00

25B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: September 30, 2008	**Submitted By:John Oldham**
	Department: Election Administration
Court Agenda Date: October 7, 2008	**Phone Number: 341-8673**

SUMMARY OF ITEM: Approval of Election Service Contracts for November 4, 2008 Election with cities of Rosenberg, Simonton, Sugarland, Missouri City and FBC MUD 158, and Pecan Grove MUD.

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

List Supporting Documents Attached: *Contracts from each entity.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

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

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 orig. ret. to John Oldham at Elections

THE STATE OF TEXAS
COUNTY OF FORT BEND

2008 SPECIAL ELECTION SERVICES
CONTRACT WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF FORT BEND

THIS CONTRACT made by and between John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "The Elections Administrator" and the City of Rosenberg, a municipal corporation organized under that laws of the State of Texas, hereinafter referred to as the "City", and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the City's November 4, 2008 special election for a zoning proposition.

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this Contract shall be binding on said parties.

RECITALS

The City is holding an election for the purpose of a zoning measure (at the expense of the City) on November 4, 2008.

The County owns an electronic voting system, the Hart InterCivic eSlate Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. The City desires to use the County's electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the election as provided in this Contract. The City agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this Contract. The Fort Bend County Elections Administrator shall serve as the administrator for the election; however, the City shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the City.

II. LEGAL DOCUMENTS

The City shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the City. The City shall provide a copy of its election order and notice to the Fort Bend County Elections Administrator.

The Fort Bend County Elections Administrator shall be responsible for making the submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

It is agreed that election day voting shall be held at the Fort Bend County voting precincts.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall recommend for appointment the presiding election judges and alternate election judges for the City's election. The Elections Administrator shall provide to the City a list of the county appointed presiding judges and alternate judges for its election.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the City's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each presiding election judge and alternate judge will receive compensation at the rate of $10.00 per hour, and each election clerk will receive compensation at the rate of $9.00 per hour. The election judge will receive an additional $25.00 for returning the supplies and voted ballots to the central counting station after the polls close.

Deputy early voting clerks shall be compensated at the rate of $11.00 per hour, except that deputy early voting clerks who serve as the election officer in charge at each early voting polling place shall be compensated at the rate of $10.00 per hour.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on election day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate of $10.00 per hour. Part-time personnel working in support of the central counting station and/or Early Voting Ballot Board on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

It is agreed by the City that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of the County. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations.

The City shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The City agrees to appoint the Election Administrator as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code. The City also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the Fort Bend County Rosenberg Annex.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the City shall be forwarded immediately to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board (EVBB) shall be created to process early voting results from the City's election. The Elections Administrator shall appoint the Presiding Judge of the EVBB. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The City hereby appoints the following central counting station officials in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code:

Counting Station Manager:	Robin Heiman, Interim Elections Administrator
Tabulation Supervisor:	Grasie Alvarado, Elections Coordinator
Presiding Judge:	James Guen, Election Technology Specialist

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the City, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the County's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the City as soon as possible after all returns have been tabulated. The City shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the City and the Secretary of State's Office.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The City agrees to reimburse Fort Bend County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The City agrees to reimburse Fort Bend County for overtime wages and benefits paid to the permanent employees of The Elections Administrator for Contractual duties performed outside the normal business hours of Fort Bend County in accordance with Section 31.100(e) of the Texas Election Code. The City further agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The City may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The City is fully liable for any expenses incurred by Fort Bend County on behalf of the City plus an administrative fee of ten percent (10%) of such expenses should the City cancel its election for this or any reason. Any monies deposited with the county by the City shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the City as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the City to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the City.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The City agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the City Secretary shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the City as necessary to conduct a proper recount.

XIII. MISCELLANEOUS PROVISIONS

(1) It is understood that to the extent space is available, that other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may Contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

(2) The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

(3) In the event that legal action is filed challenging the City's election, the City shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary.

(4) The County and the City agree that under the Constitution and laws of the State of Texas, neither the County nor the City can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

(7) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

(8) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

(9) Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the City's obligation under the terms of this Contract shall be $13,798.00. The City agrees to pay to Fort Bend County a deposit of $8,273.00, which is approximately sixty (60) percent of the total estimated obligation of the City to the County under this Contract. This deposit shall be paid to Fort Bend County within 10 days after the City's execution of this Contract. The exact amount of the City's obligation under the terms of this Contract shall be calculated after the November 4, 2008 election. If the amount of the City's obligation exceeds the amount deposited, the City shall pay to Fort Bend County the balance due within thirty (30) days after the election; however, if the amount of the City's obligation is less than the amount deposited, the County shall refund to the City the excess amount paid within thirty (30) days after the election.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 7 day of OCTOBER, 2008 been executed on behalf of Fort Bend County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the 1st day of July, 2008 been executed on behalf of the City by its Mayor, pursuant to the authority of the City Council, so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:
CITY OF ROSENBERG

Linda Cernosek
City Secretary
(SEAL)

By _____
Joe M. Gurecky
Mayor

CONTRACTING OFFICER

John Oldham
Elections Administrator
(SEAL)

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

City of Rosenberg proposed Election Services Contract
Estimate for the conduct of the November 4, 2008 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	?
2.	Number of election day polling places (excluding early voting)	12
3.	Number of county designated election precincts	14
4.	Number of polling places shared with another entity	12
5.	Number of public buildings used as polling places	12
6.	Number of early voting stations	14
7.	Voting system:	DRE

B. Cost of Election

								Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		Clerks	x Rate	x Hours	/ Entities			
	a. Early voting judges / clerks		5	x $11	x 122	/ 2		$3,355	
		Locations	x Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	12	5	x 14	x $10	/ 2		$4,200	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		3		$10			$96	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $100	Actual
4.	Election supplies & equipment								
	Election		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		1	x $35	/ 2			$18	
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		1	x $125	/ 2			$63	
	c. Early Voting label printers		1	x $25	/ 2			$13	
	d. Early Voting JBCs		1	x $125	/ 2			$63	
	e. Early Voting eSlates	(7 -2)	5	x $125	/ 2	(2 Free)		$313	
	f. Early Voting DAUs		1	x $150	/ 2			$75	
			Units	x Rate	/ Entities				
	g. Election Day supply kits		12	x $35	/ 2			$210	
	h. Election Day JBCs		12	x $125	/ 2			$750	
	i. Election Day DAUs		12	x $150	/ 2			$900	
		Units - Free		x Rate	/ Entities				
	j. Election Day eSlates	(36-2)	34	x $125	/ 2			$2,125	
5.	Preparation and transportation of voting equipment & supplies								
	a. Election							$110	
6	Polling place rental (TEC § 43.031, 43.033)								
	a. Election (number of polling places rented)							$150	

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

7.	Publication of electronic voting system notices) (TEC § 127.096(a)) a. Election	$5	
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	postage	$0	
	mileage reimbursements	$0	
		$0	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$1,254	$0.00
10.	Cost of Joint election	$13,798	$0.00

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Simonton, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 2008 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITALS

The County is holding a bond election (at the expense of the County) on November 4, 2008.

Political Subdivision is holding a special election for adoption or rejection of a proposition (at the expense of Political Subdivision) on November 4, 2008.

The County owns an electronic voting system, the Hart InterCivic eSlate, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on November 4, 2008.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 4, 2008 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than November 2, 2008 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 4, 2008 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions.

Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $3,339.00. Political Subdivision agrees to pay to Fort Bend County a deposit of $2003.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2008 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

I
N TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 7 day of OCTOBER, 2008 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2008 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION CITY OF SIMONTON

By _____
Presiding Officer or Authorized Representative
MAYOR

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

City of Simonton proposed Election Services Contract
Estimate for the conduct of the November 4, 2008 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	10%
2.	Number of election day polling places (excluding early voting)	1
3.	Number of county designated election precincts	1
4.	Number of polling places shared with another entity	1
5.	Number of public buildings used as polling places	1
6.	Number of early voting stations	20
7.	Voting system:	DRE

B. Cost of Election

								Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)								
		Clerks	x	Rate	x	Hours	/ Entities		
	a. Early voting judges / clerks	3	x	$10	x	122	/ 2	$1,830	
		Locations x Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	1 5	x	14	x	$9	/ 2	$315	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge	5				$8		$100	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $100	Actual
4.	Election supplies & equipment								
	Election	Kits	x	Cost	/	Entities			
	a. Early Voting supply kits	1	x	$35	/	2		$18	
		Units	x	Rate	/	Entities			
	b. Early Voting laptop PCs	1	x	$125	/	2		$63	
	c. Early Voting label printers	1	x	$25	/	2		$13	
	d. Early Voting JBCs	1	x	$125	/	2		$63	
	e. Early Voting eSlates	(4 -2) 2	x	$125	/	2	(2 Free)	$125	
	f. Early Voting DAUs	1	x	$150	/	2		$75	
		Units	x	Rate	/	Entities			
	g. Election Day supply kits	1	x	$35	/	2		$18	
	h. Election Day JBCs	1	x	$125	/	2		$63	
	i. Election Day DAUs	1	x	$150	/	2		$75	
		Units - Free	x	Rate	/	Entities			
	j. Election Day eSlates	(4-2) 2	x	$125	/	2		$125	
5.	Preparation and transportation of voting equipment & supplies								
	a. Election							$50	
6	Polling place rental (TEC § 43.031, 43.033)								
	a. Election (number of polling places rented)							0	

7.	Publication of electronic voting system notices) (TEC § 127.096(a)) a. Election	$5	
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	postage	$0	
	mileage reimbursements	$0	
		$0	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$304	$0.00
10.	Cost of Joint election	$3,339	$0.00

ATTACHMENT A

November 4, 2008 polling places for the City of Simonton election:

Precinct	Polling Place & Address
3019	Simonton City Hall 35011 FM 1093 Simonton, TX 77476

Fort Bend County Early Voting Schedule
November 4, 2008 – Presidential General Election

(Tentative Schedule)

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Fulshear Precinct 3 Office Building - 8100 FM 359, Fulshear, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd N, Sugar Land, TX
Meadowcreek Clubhouse – 2410 La Quinta, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	CLOSED
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Old Needville Fire House - 3115 Richmond Street, Needville, TX
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
Townewest Town Hall – 10322 Old Towne Ln, Sugar Land, TX
U of H at Cinco Ranch – 4242 South Mason, Katy, TX
Greatwood Golf Club – 6767 Greatwood Parkway, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

ATTACHMENT C

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Allocation of Early Voting Costs
November 4, 2008 elections

It is agreed that the political subdivisions listed under each early voting site shall share equally the expenses attributable to that site.

Fort Bend County Rosenberg Annex Bldg
Fort Bend County
MUD 158, City of Rosenberg
City of Simonton

Missouri City Community Center
Fort Bend County
City of Missouri City

Garcia Middle School
Fort Bend County

Fulshear Precinct 3 Office Building
Fort Bend County
City of Simonton

Hightower High School
Fort Bend County
City of Missouri City

Townewest Town Hall
Fort Bend County

Sugar Land City Hall
Fort Bend County
City of Sugar Land

Sugar Land Branch Library
Fort Bend County
City of Sugar Land

Chasewood Clubhouse
Fort Bend County

Lost Creek Park Clubhouse
Fort Bend County
City of Sugar Land

First Colony Conference Center
Fort Bend County
City of Sugar Land

Old Needville Fire House
Fort Bend County

University of Houston at Cinco Ranch
Fort Bend County

Meadows Place City Hall
Fort Bend County

Beasley City Hall
Fort Bend County

Cinco Ranch Library
Fort Bend County

Pecan Grove Baptist
Fort Bend County
Pecan Grove MUD

Meadowcreek Clubhouse
Fort Bend County
City of Missouri City

Houston Community College
Fort Bend County
City of Missouri City

Greatwood Clubhouse
Fort Bend County

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Sugar Land, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 2008 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITALS

The County is holding a General election (at the expense of the County) on November 4, 2008.

Political Subdivision is holding a bond election (at the expense of Political Subdivision) on November 4, 2008.

The County owns an electronic voting system, the Hart InterCivic eSlate, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.
II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on November 4, 2008.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 4, 2008 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than November 2, 2008 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 4, 2008 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time

personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or

more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Gracie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $37,422.00. Political Subdivision agrees to pay to Fort Bend County a deposit of $22,453.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2008 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 7 day of OCTOBER, 2008 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2008 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION CITY OF SUGAR LAND

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

City of Sugar Land proposed Election Services Contract
Estimate for the conduct of the November 4, 2008 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	10%
2.	Number of election day polling places (excluding early voting)	20
3.	Number of county designated election precincts	24
4.	Number of polling places shared with another entity	20
5.	Number of public buildings used as polling places	20
6.	Number of early voting stations	20
7.	Voting system:	DRE

B. Cost of Election

									Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)									
			Clerks	x	Rate	x	Hours	/ Entities		
	a. Early voting judges / clerks		20	x	$10	x	122	/ 2	$12,200	$0.00
		Locations	Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	20	6	x	14	x	$9	/ 2	$7,560	$0.00
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge		5				$9		$400	$0.00
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $1,000	Actual $0.00
4.	Election supplies & equipment									
		Election	Kits	x	Cost	/	Entities			
	a. Early Voting supply kits		4	x	$35	/	2		$70	$0.00
			Units	x	Rate	/	Entities			
	b. Early Voting laptop PCs		4	x	$125	/	2		$250	$0.00
	c. Early Voting label printers		4	x	$25	/	2		$50	$0.00
	d. Early Voting JBCs		4	x	$125	/	2		$250	$0.00
	e. Early Voting eSlates	(40 -2)	38	x	$125	/	2	(2 Free)	$2,375	$0.00
	f. Early Voting DAUs		4	x	$150	/	2		$300	$0.00
			Units	x	Rate	/	Entities			
	g. Election Day supply kits		20	x	$35	/	2		$350	$0.00
	h. Election Day JBCs		20	x	$125	/	2		$1,250	$0.00
	i. Election Day DAUs		20	x	$150	/	2		$1,500	$0.00
		Units - Free		x	Rate	/	Entities			
	j. Election Day eSlates	(100-2)	98	x	$125	/	2		$6,125	$0.00
5.	Preparation and transportation of voting equipment & supplies									
	a. Election								$320	$0.00
6	Polling place rental (TEC § 43.031, 43.033)									
	a. Election (number of polling places rented)								$0.00	$0.00

7.	Publication of electronic voting system notices) (TEC § 127.096(a)) a. Election	$5	$0.00
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	postage	$10	
	mileage reimbursements	$5	
		$0	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$3,402	$0.00
10.	Cost of Joint election	$37,422	$0.00

Fort Bend County Early Voting Schedule
November 4, 2008 – Presidential General Election

(Tentative Schedule)

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Fulshear Precinct 3 Office Building - 8100 FM 359, Fulshear, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd N, Sugar Land, TX
Meadowcreek Clubhouse – 2410 La Quinta, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	CLOSED
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Old Needville Fire House - 3115 Richmond Street, Needville, TX
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
Townewest Town Hall – 10322 Old Towne Ln, Sugar Land, TX
U of H at Cinco Ranch – 4242 South Mason, Katy, TX
Greatwood Golf Club – 6767 Greatwood Parkway, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Missouri City, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 2008 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITALS

The County is holding a General election (at the expense of the County) on November 4, 2008.

Political Subdivision is holding a bond election (at the expense of Political Subdivision) on November 4, 2008.

The County owns an electronic voting system, the Hart InterCivic eSlate, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.
II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on November 4, 2008.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 4, 2008 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than November 2, 2008 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 4, 2008 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time

personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

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Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or

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Presiding Judge:	Gracie Alvarado, Elections Coordinator

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The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $27,380.00. Political Subdivision agrees to pay to Fort Bend County a deposit of $16,423.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2008 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 7 day of October, 2008 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the 15th day of September, 2008 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By
Robert E. Hebert, County Judge

ATTEST:

OFFICIAL CITY SEAL
MISSOURI CITY
TEXAS

POLITICAL SUBDIVISION

By
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By
Mary Reveles
Assistant County Attorney

City of Missouri City proposed Election Services Contract
Estimate for the conduct of the November 4, 2008 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	10%
2.	Number of election day polling places (excluding early voting)	17
3.	Number of county designated election precincts	24
4.	Number of polling places shared with another entity	17
5.	Number of public buildings used as polling places	17
6.	Number of early voting stations	20
7.	Voting system:	DRE

B. Cost of Election

								Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)								
			Clerks	x Rate	x Hours	/ Entities			
	a. Early voting judges / clerks		15	x $10	x 122	/ 2		$9,150	$0.00
		Locations	x Clerks	x Hours	x Rate	/ Entities			
	b. Election day judges / clerks	17	6	x 14	x $9	/ 2		$6,426	$0.00
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)								
	a. Number of clerks and judge		5		$9			$400	$0.00
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))							Estimate $1,000	Actual $0.00
4.	Election supplies & equipment								
	Election		Kits	x Cost	/ Entities				
	a. Early Voting supply kits		2	x $35	/ 2			$35	$0.00
			Units	x Rate	/ Entities				
	b. Early Voting laptop PCs		2	x $125	/ 2			$125	$0.00
	c. Early Voting label printers		2	x $25	/ 2			$25	$0.00
	d. Early Voting JBCs		2	x $125	/ 2			$125	$0.00
	e. Early Voting eSlates	(8 -2)	6	x $125	/ 2	(2 Free)		$375	$0.00
	f. Early Voting DAUs		2	x $150	/ 2			$150	$0.00
			Units	x Rate	/ Entities				
	g. Election Day supply kits		17	x $35	/ 2			$298	$0.00
	h. Election Day JBCs		17	x $125	/ 2			$1,063	$0.00
	i. Election Day DAUs		17	x $150	/ 2			$1,275	$0.00
		Units - Free		x Rate	/ Entities				
	j. Election Day eSlates	(64-2)	62	x $125	/ 2			$3,875	$0.00
5.	Preparation and transportation of voting equipment & supplies								
	a. Election							$350	$0.00
6	Polling place rental (TEC § 43.031, 43.033)								
	a. Election (number of polling places rented)							$200.00	

7.	Publication of electronic voting system notices) (TEC § 127.096(a))		
	a. Election	$5	$0.00
8.	Miscellaneous election expenses (itemize)	Estimate	Actual
	a. General		
	postage	$10	
	mileage reimbursements	$5	
		$0	
		$0	
		$0	
		$0	
9.	Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
	a. Election	$2,489	$0.00
10.	Cost of Joint election	$27,380	$0.00

Fort Bend County Early Voting Schedule
November 4, 2008 – Presidential General Election

(Tentative Schedule)

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Fulshear Precinct 3 Office Building - 8100 FM 359, Fulshear, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd N, Sugar Land, TX
Meadowcreek Clubhouse – 2410 La Quinta, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	CLOSED
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Old Needville Fire House - 3115 Richmond Street, Needville, TX
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
Townewest Town Hall – 10322 Old Towne Ln, Sugar Land, TX
U of H at Cinco Ranch – 4242 South Mason, Katy, TX
Greatwood Golf Club – 6767 Greatwood Parkway, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Fort Bend County Municipal Utility District No. 158, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 2008 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITALS

The County is holding a bond election (at the expense of the County) on November 4, 2008.

Political Subdivision is holding a Special Election to its Fire Agreement and Plan Election (at the expense of Political Subdivision) on November 4, 2008.

The County owns an electronic voting system, the Hart InterCivic eSlate, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on November 4, 2008.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 4, 2008 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than November 2, 2008 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 4, 2008 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time

personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or

more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Grasie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $5,159.00. Political Subdivision agrees to pay to Fort Bend County a deposit of $3,095.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2008 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the 7 day of OCTOBER, 2008 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2008 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION Fort Bend MUD 158

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

Municipal Utility District #158 proposed Election Services Contract
Estimate for the conduct of the November 4, 2008 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	10%
2.	Number of election day polling places (excluding early voting)	1
3.	Number of county designated election precincts	1
4.	Number of polling places shared with another entity	1
5.	Number of public buildings used as polling places	1
6.	Number of early voting stations	20
7.	Voting system:	DRE

B. Cost of Election

									Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)									
			Clerks	x	Rate	x	Hours	/ Entities		
	a. Early voting judges / clerks		5	x	$10	x	122	/ 2	$3,050	$0.00
		Locations x	Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	1	5	x	14	x	$9	/ 2	$315	$0.00
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge		5				$9		$100	$0.00
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $100	Actual $0.00
4.	Election supplies & equipment									
			Kits	x	Cost	/	Entities			
	a. Early Voting supply kits		1	x	$35	/	2		$18	$0.00
			Units	x	Rate	/	Entities			
	b. Early Voting laptop PCs		1	x	$125	/	2		$63	$0.00
	c. Early Voting label printers		1	x	$25	/	2		$13	$0.00
	d. Early Voting JBCs		1	x	$125	/	2		$63	$0.00
	e. Early Voting eSlates	(7 -2)	5	x	$125	/	2	(2 Free)	$313	$0.00
	f. Early Voting DAUs		1	x	$150	/	2		$75	$0.00
			Units	x	Rate	/	Entities			
	g. Election Day supply kits		1	x	$35	/	2		$18	$0.00
	h. Election Day JBCs		1	x	$125	/	2		$63	$0.00
	i. Election Day DAUs		1	x	$150	/	2		$75	$0.00
		Units - Free		x	Rate	/	Entities			
	j. Election Day eSlates	(7-2)	5	x	$125	/	2		$313	$0.00
5.	Preparation and transportation of voting equipment & supplies									
	a. Election								$110	$0.00
6	Polling place rental (TEC § 43.031, 43.033)									
	a. Election (number of polling places rented)								0	$0.00

7. Publication of electronic voting system notices)
(TEC § 127.096(a))

a. Election	$5	$0.00

8. Miscellaneous election expenses (itemize)	Estimate	Actual
a. General		
postage	$0	
mileage reimbursements	$0	
	$0	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))	Estimate	Actual
a. Election	$469	$0.00

10. Cost of Joint election	$5,159	$0.00

ATTACHMENT A

November 4, 2008 polling places for the Fort Bend County Municipal Utility District No. 158 election:

Precinct	Polling Place & Address
1007	Williams Elementary School 5111 FM 762 Richmond, TX 77469

ATTACHMENT C

Allocation of Early Voting Costs
November 4, 2008 elections

It is agreed that the political subdivisions listed under each early voting site shall share equally the expenses attributable to that site.

Fort Bend County Rosenberg Annex Bldg
Fort Bend County
MUD 158, City of Rosenberg
City of Simonton

Missouri City Community Center
Fort Bend County
City of Missouri City

Garcia Middle School
Fort Bend County

Fulshear Precinct 3 Office Building
Fort Bend County

Hightower High School
Fort Bend County
City of Missouri City

Townewest Town Hall
Fort Bend County

Sugar Land City Hall
Fort Bend County
City of Sugar Land

Sugar Land Branch Library
Fort Bend County
City of Sugar Land

Chasewood Clubhouse
Fort Bend County

Lost Creek Park Clubhouse
Fort Bend County
City of Sugar Land

First Colony Conference Center
Fort Bend County
City of Sugar Land

Old Needville Fire House
Fort Bend County

University of Houston at Cinco Ranch
Fort Bend County

Meadows Place City Hall
Fort Bend County

Beasley City Hall
Fort Bend County

Cinco Ranch Library
Fort Bend County

Pecan Grove Baptist
Fort Bend County
Pecan Grove MUD

Meadowcreek Clubhouse
Fort Bend County
City of Missouri City

Houston Community College
Fort Bend County
City of Missouri City

Greatwood Clubhouse
Fort Bend County

Fort Bend County Early Voting Schedule
November 4, 2008 – Presidential General Election

(Tentative Schedule)

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Fulshear Precinct 3 Office Building - 8100 FM 359, Fulshear, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd N, Sugar Land, TX
Meadowcreek Clubhouse – 2410 La Quinta, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	CLOSED
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Old Needville Fire House - 3115 Richmond Street, Needville, TX
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
Townewest Town Hall – 10322 Old Towne Ln, Sugar Land, TX
U of H at Cinco Ranch – 4242 South Mason, Katy, TX
Greatwood Golf Club – 6767 Greatwood Parkway, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Pecan Grove Municipal Utility District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint November 4, 2008 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITALS

The County is holding a bond election (at the expense of the County) on November 4, 2008.

Political Subdivision is holding a Special Bond Election (at the expense of Political Subdivision) on November 4, 2008.

The County owns an electronic voting system, the Hart InterCivic eSlate, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Fort Bend County Elections Administrator.

The Elections Administrator, with the assistance of the Fort Bend County Attorney, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures, pursuant to the Voting Rights Act of 1965, as amended. This submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections with Fort Bend County on November 4, 2008.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the November 4, 2008 joint election are different from the polling place(s) used by Political Subdivision in it's most recent election, Political Subdivision agrees to post a notice no later than November 2, 2008 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 4, 2008 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time

personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or

more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	Grasie Alvarado, Elections Coordinator

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of Political Subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the District as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

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

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

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be $6,553.00. Political Subdivision agrees to pay to Fort Bend County a deposit of $3,931.00, which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the November 4, 2008 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

It is understood that if the ballot details are not provided to the Elections Office by the 52nd day before election deadline there will be a penalty fee of $1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 45th day before election day deadline, this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

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(1) It has on the 7 day of OCTOBER, 2008 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____ day of _____, 2008 been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing;

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

ATTEST:

POLITICAL SUBDIVISION Pecan Grove MUD

By _____
Presiding Officer or Authorized Representative

CONTRACTING OFFICER

John Oldaham
Elections Administrator

APPROVED AS TO FORM:

By _____
Mary Reveles
Assistant County Attorney

Pecan Grove Municipal Utility District proposed Election Services Contract
Estimate for the conduct of the November 4, 2008 Joint Election

A. Statistical Information

1.	Projected voter turnout in election	10%
2.	Number of election day polling places (excluding early voting)	3
3.	Number of county designated election precincts	4
4.	Number of polling places shared with another entity	3
5.	Number of public buildings used as polling places	3
6.	Number of early voting stations	20
7.	Voting system:	DRE

B. Cost of Election

									Estimate	Actual
1.	Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)									
			Clerks	x	Rate	x	Hours	/ Entities		
	a. Early voting judges / clerks		5	x	$10	x	122	/ 2	$3,050	
		Locations	Clerks	x	Hours	x	Rate	/ Entities		
	b. Election day judges / clerks	3	5	x	14	x	$9	/ 2	$945	
2.	Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)									
	a. Number of clerks and judge		5				$8		$150	
3.	Elections Administration Dept. staff overtime (TEC § 31.100(e))								Estimate $100	Actual
4.	Election supplies & equipment									
			Election		Kits	x	Cost	/ Entities		
	a. Early Voting supply kits				1	x	$35	/ 2	$18	
					Units	x	Rate	/ Entities		
	b. Early Voting laptop PCs				1	x	$125	/ 2	$63	
	c. Early Voting label printers				1	x	$25	/ 2	$13	
	d. Early Voting JBCs				1	x	$125	/ 2	$63	
	e. Early Voting eSlates		(7 -2)		5	x	$125	/ 2 (2 Free)	$313	
	f. Early Voting DAUs				1	x	$150	/ 2	$75	
					Units	x	Rate	/ Entities		
	g. Election Day supply kits				3	x	$35	/ 2	$53	
	h. Election Day JBCs				3	x	$125	/ 2	$188	
	i. Election Day DAUs				3	x	$150	/ 2	$225	
			Units - Free			x	Rate	/ Entities		
	j. Election Day eSlates		(12-2)		10	x	$125	/ 2	$625	
5.	Preparation and transportation of voting equipment & supplies									
	a. Election								$75	
6	Polling place rental (TEC § 43.031, 43.033)									
	a. Election (number of polling places rented)								0	$0.00

7. Publication of electronic voting system notices)
(TEC § 127.096(a))

	Estimate	Actual
a. Election	$5	

8. Miscellaneous election expenses (itemize)

	Estimate	Actual
a. General		
postage	$0	
mileage reimbursements	$0	
	$0	
	$0	
	$0	
	$0	

9. Election Services Contract Administrative Fee (10%)
(TEC § 31.100(d))

	Estimate	Actual
a. Election	$596	$0.00

10. Cost of Joint election	$6,553	$0.00

ATTACHMENT A

November 4, 2008 polling places for the Pecan Grove Municipal Utility District election:

Precinct	Polling Place & Address
1103	Pecan Grove Baptist Church 1727 FM 359 Richmond, TX 77469
3041	Austin Elementary School 1630 Pitts Rd Richmond, TX 77469
3063	Austin Elementary School 1630 Pitts Rd Richmond, TX 77469
3104	Pecan Grove Elementary School 3330 Old South Dr Richmond, TX 77469

ATTACHMENT C

Allocation of Early Voting Costs
November 4, 2008 elections

It is agreed that the political subdivisions listed under each early voting site shall share equally the expenses attributable to that site.

Fort Bend County Rosenberg Annex Bldg
Fort Bend County
MUD 158, City of Rosenberg
City of Simonton

Missouri City Community Center
Fort Bend County
City of Missouri City

Garcia Middle School
Fort Bend County

Fulshear Precinct 3 Office Building
Fort Bend County

Hightower High School
Fort Bend County
City of Missouri City

Townewest Town Hall
Fort Bend County

Sugar Land City Hall
Fort Bend County
City of Sugar Land

Sugar Land Branch Library
Fort Bend County
City of Sugar Land

Chasewood Clubhouse
Fort Bend County

Lost Creek Park Clubhouse
Fort Bend County
City of Sugar Land

First Colony Conference Center
Fort Bend County
City of Sugar Land

Old Needville Fire House
Fort Bend County

University of Houston at Cinco Ranch
Fort Bend County

Meadows Place City Hall
Fort Bend County

Beasley City Hall
Fort Bend County

Cinco Ranch Library
Fort Bend County

Pecan Grove Baptist
Fort Bend County
Pecan Grove MUD

Meadowcreek Clubhouse
Fort Bend County
City of Missouri City

Houston Community College
Fort Bend County
City of Missouri City

Greatwood Clubhouse
Fort Bend County

Fort Bend County Early Voting Schedule
November 4, 2008 – Presidential General Election
(Tentative Schedule)

RECORDED ON 8-12-08
IN THE COMMISSIONER COURT
MINUTES OF 8-12-08

Schedule for: Rosenberg Annex Building - 4520 Reading Road, Rosenberg, TX
Cinco Ranch Branch Library – 2620 Commercial Center Blvd, Katy, TX
Garcia Middle School - 18550 Old Richmond Road, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Missouri City Community Center - 1522 Texas Parkway, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Fulshear Precinct 3 Office Building - 8100 FM 359, Fulshear, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd N, Sugar Land, TX
Meadowcreek Clubhouse – 2410 La Quinta, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	8:00 a.m. to 5:00 p.m.
Saturday	October 25, 2008	CLOSED
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Chasewood Clubhouse -7622 Chasewood Drive, Missouri City, TX
First Colony Conference Center - 3232 Austin Parkway, Sugar Land, TX
Houston Community College at Sienna – 5855 Sienna Springs Way, Missouri City, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	12:00 p.m. to 5:00 p.m.
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

Schedule for: Old Needville Fire House - 3115 Richmond Street, Needville, TX
Sugar Land Branch Library – 550 Eldridge, Sugar Land, TX
Townewest Town Hall – 10322 Old Towne Ln, Sugar Land, TX
U of H at Cinco Ranch – 4242 South Mason, Katy, TX
Greatwood Golf Club – 6767 Greatwood Parkway, Sugar Land, TX

Day	Date	Hours
Monday - Friday	October 20 - 24, 2008	10:00 a.m. to 7:00 p.m.
Saturday	October 25, 2008	7:00 a.m. to 7:00 p.m.
Sunday	October 26, 2008	CLOSED
Monday – Friday	October 27 - 31, 2008	7:00 a.m. to 7:00 p.m.

26A

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: 09/24/08	**Submitted By:Paulette Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: (281) 633-7507**

SUMMARY OF ITEM: Take all appropriate action to approve payment to TXDOT for additional funds regarding Beltway 8 (from Old SH288 to 0.5 miles west of US90A) in the amount of $6,485.00, Precinct 2. (Fund: right of way)

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: Agency: Organization: Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☐

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

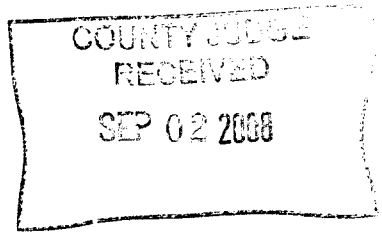
Special Handling Requested (specify):

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

August 28, 2008

CONTACT: ROW



Request for Additional Funding
Account 8012-01-069
ROW CSJ 3256-04-003
Fort Bend County
BW 8: From Old SH 288 to 0.5 mi W of US 90A

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

Dear Judge Hebert:

A request for additional funds was made on June 26, 2008 and July 28, 2008, to Fort Bend County (County) in accordance with the terms of the agreement negotiated with the State. The County placed a total of $37,000 as advanced payments to be used for paying their share for the purchase of right of way on the above referenced project.

The County's final statement of cost on this project amounted to $43,485 leaving a deficit of $6,485. As of today, these funds are still uncollected. We are requesting a warrant be issued to the Texas Department of Transportation in the amount of $6,485 and forwarded to our office within thirty days from receipt of this letter.

If funds are still delinquent, after those thirty days, we will utilize the warrant hold procedures of Comptroller of Public Accounts by Government Code 403.055 and Texas Administrative Code Title 43 Rule5.10 to ensure that no treasury warrants are issued until the debt is paid.

Your immediate attention will be appreciated. If you have any additional questions, please contact Ms. Frances Willison, P.E., at (713) 802-5681 or Ms. Brenda McKinney at (713) 802-5727.

Sincerely,

Gary K. Trietsch, P.E.
District Engineer
Houston District

Attachment
cc: Ms. Frances Willison, P.E.
Ms. Brenda McKinney

State Department of Highways and Public Transportation
Form D-15-130
Rev. 3-86

Agreement to Contribute Funds

(County Form)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Contract No. _____
County Fort Bend
Project No. Beltway 8
CSJ No. 3256-04-003
Account No. 8012-1-69

This Agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the **State**, and Fort Bend County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the 6th day of February, 19 90, hereinafter called the **County**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** had requested the **County** to enter into a contractual agreement and acquire right of way on the following project:

Highway	Limits
Beltway 8	From Old SH 288 to 0.5 Mi. West of US 90A
	; and

WHEREAS, the **County** has now requested that the **State** assume responsibility for acquisition of all necessary right of way; and

WHEREAS, the **County** desires to voluntarily contribute to the **State** funds, equal to ten percent (10%) of the cost of the right of way, for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **County** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, executed by the **County**, a warrant or check payable to the State Department of Highways and Public Transportation in the amount of Ten Thousand Dollars ($ 10,000.), which represents 10% of the estimated cost of the right of way; however, if it is found that this amount is insufficient to pay the **County's** obligation, then the **County**, upon request of the **State**, will forthwith supplement this amount in such amount as requested by the **State**. Upon completion of the project and in the event the amount as paid is more than 10% of the cost of the right of way, then any excess amount will be returned to the **County**. Cost of the right of way acquired by the **State** shall mean the total value of compensation to owners for their property interests either by negotiation or eminent domain.

This agreement is approved and executed by and on behalf of the **State** on the date shown hereinafter.

Fort Bend County, Texas

By: _____

ATTEST: _____

_____
Commissioner, Precinct Number 1

_____
Commissioner, Precinct Number 2

absent
Commissioner, Precinct Number 3

_____
Commissioner, Precinct Number 4

EXECUTION RECOMMENDED:

_____
District Engineer

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

BY: _____
Right of Way Engineer

Date MAR 9 1990

Statement of Cost
Account 8012-01-069
ROW CSJ 3256-04-003
BW 8
From Old SH 288 to 0.5 mi W of US 90A

Parcel	Status	Appraised Value or Estimate	10% Participation	Expended Amount	10% Participation	Agency	Notes
10ARR						Fort Bend County	
11	Judgment			$ 4,283.00	$ 428.00	Fort Bend County	
14C	Deed			$ 20,460.00	$ 2,046.00	Fort Bend County	
14CE	Easment			$ 86,037.00	$ 8,604.00	Fort Bend County	
15	Deed			$ 22,195.00	$ 2,219.00	Fort Bend County	
16	Deed			$ 94,011.00	$ 9,401.00	Fort Bend County	
16AE	JAO			$ 15,901.00	$ 1,590.00	Fort Bend County	
16BE	Deed			$ 70,371.00	$ 7,037.00	Fort Bend County	
106	Deed			$ 26,302.00	$ 2,630.00	Fort Bend County	
107	Deed			$ 84,167.00	$ 8,417.00	Fort Bend County	
133	JAO			$ 7,980.00	$ 798.00	Fort Bend County	
134	Deed			$ 3,146.00	$ 315.00	Fort Bend County	
TOTAL				$ 434,853.00	$ 43,485.00		

	Ft Bend County
Total Due:	$ 43,485.00
Contributions Made:	$ 37,000.00
Balance Due:	$ 6,485.00

AGENDA ITEM 26 B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**10/01/2008**	**Submitted By: Mary Reveles**
		Department: County Attorney
Court Agenda Date:	**10/07/2008**	**Phone Number: 341-4554**

SUMMARY OF ITEM:

ENGINEERING:

Take all appropriate action on the Interlocal Agreement between Fort Bend County and the City of Sugar Land for Dulles Avenue improvements in amount of the lesser of 56% of total Project Costs or $4,290,000. (Fund: 2001 & 2007 Mobility Bonds)

Pct. 1 Project

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO ☐ N/A

OCT 01 2008

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

DESCRIPTION OF LAWSOM ACCOUNT: N/A

Instructions to submit Agenda Request Form:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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Original Form Submitted with back up to County Judge's Office ☐ **(✓ when completed)**
If by E-Mail to ospindon@co.fort-bend.tx.us **If by Fax to (281) 341-8609**
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☒	Budget Officer	(281-344-3954)	☒	Comm. Pct. 2	(281-403-8009)
☒	Facilities/Planning	(281-633-7022)	☒	Comm. Pct. 3	(281-242-9060)
☒	Purchasing Agent	(281-341-8642)	☒	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☒	County Clerk	(281-341-8697)
☒	Engineering		☒	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Approve Interlocal Agreement as presented.

Special Handling Requested (specify):

10-15-08 2 origs. ret. to Mary at CO Attorney

ORIGINAL

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

INTERLOCAL AGREEMENT FOR THE DULLES AVENUE IMPROVEMENTS

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Sugar Land, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

RECITALS

WHEREAS, in 2001 and 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or federal government; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements and associated drainage for the Dulles Avenue Upgrade (the Project); and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.
DEFINITIONS

City means the City of Sugar Land, Texas.

County means Fort Bend County, Texas.

Project means the Dulles Avenue Upgrade that includes:

(1) Kirkwood/Dulles Avenue from US90A to Avenue E--reconstruction from a 4-lane undivided section with ditches to a 4-lane divided curb and gutter roadway with raised median and auxiliary lanes;

(2) Intersection improvements at State Highway 6, Cartwright Street and Lexington Boulevard; and

(3) Associated drainage improvements.

II.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

III.
COUNTY RIGHTS AND OBLIGATIONS

A. The County's sole obligation is to provide the funding to the City as specified in Section. Upon request for payment from the City, the County agrees to pay the City an amount equal to the *lesser* of the following:

(1) Fifty-Six Percent (56%) of the total Project cost; or
(2) $4,290,000.

B. Subject to the provisions of Section IIIA. above, the County shall provide funding to the City from the following General Obligation Bonds:

(1) An amount not to exceed $1,500,000 from the 2001 General Obligation Bonds for mobility projects; and

(2) An amount not to exceed $2,790,000 from the 2007 General Obligation Bonds for mobility projects.

C. The County is not obligated to expend any further funds on the Project.

D. The County will forward the lesser amount as detailed in paragraph III.A. above upon completion of the final design of the Project. The City will forward to the County a request for payment that includes sufficient detail for the County to determine whether the final Project design has been completed. The County will forward payment to the City within 30 days of receipt of the request from the City.

E. The City will submit the plans for the Project to the County Engineer for review in accordance with the 2001 and 2007 General Obligation Bond requirements for the Project. During the work on the Project, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

F. Upon completion of the Project, but not later than 30 days after completion, the City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Project as constructed.

IV.
CITY OBLIGATIONS

The City is responsible for managing the design and overseeing the construction and completion of the Project in accordance with the Advanced Funding Agreement with the Texas Department of Transportation, **if any,** and all other applicable state and federal laws.

V.
LIABILITY

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

VI.
USE OF COUNTY RIGHT-OF-WAY

The County authorizes the City to use County-owned right-of-way, if any, upon which the Project is to be constructed and County-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

VII.
MAINTENANCE

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

VIII.
LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the amount of Fifty-Six Percent (56%) **of the total Project cost** or $4,290,000, WHICHEVER AMOUNT IS LESS, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount of Fifty-Six Percent (56%) **of the total Project cost** or $4,290,000, WHICHEVER AMOUNT IS LESS.

IX.
ASSIGNMENT

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

X.
NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

XI.
NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Sugar Land
2700 Town Center Blvd. N.
P.O. Box 110

Fort Bend County
1124-52 Blume Road
P.O. Box 1449

Sugar Land, Texas 77487-0110
(281) 275-2218
(2810275-2771 fax
Attention: City Manager

Rosenberg, Texas 77471
(281) 342-3039
(281) 342-7366 fax
Attention: D. Jesse Hegemier

XII.
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

(EXECUTION PAGE FOLLOWS)

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement is not effective until executed by both parties.

FORT BEND COUNTY, TEXAS

Robert Hebert, Fort Bend County Judge

Date 10-7-08

ATTEST:

Dianne Wilson, Fort Bend County Clerk

CITY OF SUGAR LAND

Allen Bogard, City Manager

Date: 9-19-08

ATTEST:

Glenda Gundermann, City Secretary

Reviewed for Legal Compliance:

Eugenia A. Cano

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $4,290,000.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant,
Fort Bend County Auditor

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

26C

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action to approve Agreement between Fort Bend County and R.G. Miller Engineers, Inc. for a professional services regarding Bridge Design for Edgewood Drive over a drainage ditch (TXDOT#AA2095-001) at an amount not to exceed $32,226.00, Precinct 1. (Fund: to be determined)

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

OCT 01 2008

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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☐	Purchasing Agent	(281-341-8642)	☐	Comm. Pct. 4	(281-980-9077)
☐	Information Technology	(281-341-4526)	☐	County Clerk	(281-341-8697)
☐	Other:		☐	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-15-08 4 origs. ret. to Paulette at Engineering

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
EDGEWOOD DRIVE BRIDGE REPLACEMENT

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, TEXAS, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and R. G. Miller Engineers, Inc., (hereinafter referred to as "Engineer,") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County proposes to replace an existing bridge on Edgewood Drive over a Drainage Ditch (TxDot #AA2095-001), located in Fort Bend County, Texas, hereinafter referred to as the "Project;" and,

WHEREAS, County desires to enter into this Agreement for the performance by Engineer of professional services related to the Project; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

SECTION I
SCOPE OF AGREEMENT

1.01 Engineer shall render professional services to County related to the Project as described in each executed Work Authorization, a sample of which is attached as Attachment B-1.

1.02 Engineer shall use all best efforts to perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the highest professional standard of care provided by engineers in similar projects. Engineer shall use its best efforts to ensure that all services provided hereunder shall be suitable for their intended use.

1.03 Engineer shall use all best efforts and measures to implement its responsibilities under this Agreement to safeguard County against defects and deficiencies in the completed services provided under this Agreement. However, Engineer will promptly inform County whenever defects and deficiencies in the completed service are observed, or when any observed actions or omissions are undertaken which are not in the best interest of County and the Project.

1.04 At the request of County, Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of County, or at the site of the Project, and shall permit inspections of its offices by County, or others when requested by County.

1.05 If requested by County, or on its behalf, Engineer shall prepare such engineering exhibits and plans as may be requested for all hearings related to the Project, and, further, it shall prepare for and appear at conferences at the office of the County's Engineer, hereinafter referred to as "County Project Manager," and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project.

SECTION II
THE ENGINEER'S COMPENSATION

2.01 For and in consideration of the services rendered by Engineer, and subject to the limit of appropriation under Section XVI, County shall pay to Engineer an amount not to exceed $32,226.00, including all reimbursable expenses.

2.02 Progress payments for authorized work detailed in Work Authorizations will be made when Engineer has attained a level of completion equal to or greater than agreed upon milestones of completion, as determined solely by County.

2.03 Engineer shall not provide any services under this Agreement until authorized by County in writing.

2.04 Engineer shall submit invoices to County as detailed in Section 2.05 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by the Engineer to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

2.05 Engineer shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete for the Schedule of Values describing the tasks performed in all applicable Work Authorizations in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.

SECTION III
TIME OF PERFORMANCE

3.01 This Agreement shall become effective upon execution of the last party and shall terminate on final acceptance of construction.

3.02 Services described under written Work Authorizations shall be completed in accordance with the schedules provided in said Work Authorizations or within such additional time as may be extended in writing by the County.

3.03 Any services provided by Engineer or any costs incurred by Engineer before issuance of a Work Authorization or after the expiration of a Work Authorization shall be ineligible for payment or reimbursement.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Engineer.

4.02 Upon receipt of such termination notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, Engineer shall submit a statement, describing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay Engineer that proportion of the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications and reports of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSPECTIONS OF ENGINEER'S BOOKS AND RECORDS

Engineer shall permit County, or any duly authorized agent of the County, to inspect and examine all books and records of the Engineer for the purpose of verifying the amount of work performed on the Project by Engineer. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

SECTION VI
OWNERSHIP AND REUSE OF DOCUMENTS

6.01 All documents, including original drawings, electronic files, correspondence, estimates, specifications, field notes, and data created, produced, developed or prepared by Engineer or its approved outside advisory or support consultants (collectively, the "Documents") shall be the property of County.

6.02 County shall not be entitled to any Documents not deemed "final" by the Engineer until termination of this Agreement.

6.03 Engineer shall deliver all Documents to County within thirty (30) days of the termination of this Agreement and may retain a set of reproducible record copies of the documents, provided that Engineer has received full compensation due pursuant to the terms of this Agreement. County shall use the Documents solely in connection with the Project and for no other purposes, except with the express written consent of Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer will be at the County's sole risk and without liability or legal exposure to Engineer.

6.04 County shall also be the owner of all intellectual property rights of the services rendered hereunder, including all rights of copyright therein. County and Engineer agree that the services provided are a "work for hire" as the term is used in the federal Copyright Act. Moreover, Engineer's worldwide right, title and interest in and to such work product and all rights of copyright therein.

6.05 Any trademarks, trade names, service marks, logos, or copyrighted materials of County are permit only for use in connection with the services and shall not be used without County's consent and shall remain in the sole and exclusive properties of County.

SECTION VII
PERSONNEL, EQUIPMENT, AND MATERIAL

7.01 Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the professional services required under this Agreement. Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment to perform the professional services when and as required and without delays.

7.02 County will approve assignment and release of all key Engineer personnel and that the Engineer shall submit written notification of all key Engineer personnel changes for the County's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

7.03 All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them to the standard stated in this Agreement. Any employee of the Engineer who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.

7.04 Except as otherwise specified herein, Engineer shall furnish all equipment, transportation, supplies, and materials required to provide all services subject to this Agreement.

SECTION VIII
ITEMS TO BE FURNISHED TO ENGINEER BY THE COUNTY

County shall provide to Engineer copies of preliminary studies, assistance in the coordination with all utility companies and assistance in coordination with all public and governmental entities.

SECTION IX
ENGINEER'S INSURANCE REQUIREMENTS

9.01 Engineer shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Engineer, name of insurance company, policy number, term of coverage and limits of coverage. Engineer shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Engineer shall obtain such insurance from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than $1,000,000 each employee for Occupational Disease, $1,000,000 policy limit for Occupational Disease; and Employer's Liability of $1,000,000 each accident.

B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
$1,000,000	each occurrence
$1,000,000	aggregate Products, combined single limit
$1,000,000	aggregate Personal Injury/Advertising Liability
$100,000	Fire Legal Liability

C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

D. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

E. If coverage required is written on a claims-made basis, the Engineer warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under this contract is completed.

9.02 County and the County Commissioners shall be named as additional insureds to all coverages required above, except for Section 9.01(A). All policies written on behalf of Engineer shall contain a waiver of subrogation in favor of County and County Commissioners.

SECTION X
INDEMNIFICATION

10.01 Engineer shall indemnify, defend and hold county harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Engineer pursuant to this agreement.

10.02 Engineer shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 10.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Engineer in the defense of each matter.

10.03 County shall timely forward to Engineer copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Engineer in its defense of each such matter.

10.04 Engineer's duty to defend indemnify and hold county harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this agreement unless otherwise agreed by county in writing. The provisions of this section shall survive the termination of the

agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

10.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Engineer, Engineer shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Engineer are not at issue in the matter. In such event, County shall promptly reimburse Engineer for its costs of defense.

10.06 In the event that any such matter being so defended by Engineer also involves any claim of negligence or wrongful action by County, County shall have the obligation to participate in the defense of the matter through separate counsel.

10.07 Engineer shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.

10.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County.

10.09 Engineer's indemnification shall cover, and Engineer shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Engineer to perform the work described in this Agreement.

10.10 The provision by Engineer of insurance shall not limit the liability of Engineer under this Agreement.

10.11 Engineer shall cause all contractors and consultants who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said contractor or consultant's operations. Such provisions shall be in form satisfactory to County.

10.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Engineer providing such insurance.

SECTION XI
DISPUTE RESOLUTION

11.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Engineer agree to submit the dispute to mediation.

11.02 In the event County or Engineer desire to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation.

11.03 All expenses associated with mediation shall be shared 50 percent (50%) by each party.

11.04 The requirement to seek mediation shall be a condition required before filing an action at law or in equity.

XII
NOTICE

12.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Engineer at the addresses set forth below.

12.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

12.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Engineer:

Jesus R. Garcia, Jr. P.E., Senior Project Manager
R. G. Miller Engineers, Inc.
12121 Wickchester Lane, Suite 200
Houston, Texas 77079

B. If to County notice must be sent to the County Project Manager:

D. Jesse Hegemier
County Engineer
1124-52 Blume Road
Rosenberg, Texas 77471

12.03 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XIII
REPORTS OF ACCIDENTS

13.01 Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Engineer), Engineer shall send a written report of such accident or other event or County, setting forth a full and concise statement of the facts pertaining thereto.

13.02 Engineer shall also immediately send County a copy of any summons, subpoena, notice, other documents served upon Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Engineer's performance of work under this Agreement.

SECTION XIV
WORK AUTHORIZATIONS

14.01 County will issue Work Authorizations using the form included in Attachment B to authorize all work provided by Engineer under this agreement. Engineer must sign and return a work authorization to County within seven (7) working days after receipt. Refusal of Engineer to accept a Work Authorization shall be grounds for termination of this Agreement by County.

14.02 This Agreement authorizes County Project Manager to execute and approve all Work Authorizations on behalf of County.

14.03 Engineer shall not begin any work until County Project Manager and Engineer have executed a Work Authorization. Costs incurred by Engineer before a Work Authorization is fully executed or after the completion date specified in the Work Authorization shall not be subject to payment or reimbursement.

14.03 All services provided by Engineer must be completed on or before the completion date specified in the Work Authorization, and no Work Authorization completion date shall extend beyond the contract period set forth in Section III of this Agreement.

14.04 The maximum time is the time needed to complete all Work Authorizations that will be issued.

14.05 Each Work Authorization shall specify the types of services to be performed and will include: (A) a period of performance with a beginning and ending date; (B) a full description of the work to be performed; (C) a work schedule with milestones; (D) a cost not to exceed amount; (E) the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate; and (F) a Work Authorization budget calculated using rates set forth in Attachment A, Basis of Fee Calculation.

14.06 Engineer shall not include additional terms and conditions in the Work Authorization. In the event of any conflicting terms and conditions between the Work Authorization and this Agreement, the terms and conditions of this Agreement shall prevail and govern the work and costs incurred.

14.07 A Work Authorization budget shall set forth in detail (A) the computations of the estimated cost of the work as described in the work authorization; (B) the estimated time (hours) required to complete the work at the hourly rates established in Attachment A, Basis of Fee Calculation; (C) a work plan that includes a list of the work to be performed; (D) a stated maximum number of calendar days to complete the work; and (E) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the Work Authorization.

14.08 County will not pay any items of cost that are not included in an executed Work Authorization.

14.09 Work Authorizations are issued at the discretion of County. While it is County's intent to issue Work Authorizations hereunder, Engineer shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.

14.10 Each work authorization shall be signed by all parties and shall become a part of this Agreement. No work authorizations will waive County or Engineer's responsibilities and obligations established in this Agreement. Engineer shall promptly notify County of any event that will affect completion of the Work Authorization.

14.11 Before additional work may be performed or additional costs incurred, a change in a Work Authorization shall be enacted by a written Supplemental Work Authorization, attached hereto as Attachment B-2. All parties must execute a Supplemental Work Authorization within the period of performance specified in the Work Authorization. County shall not be responsible for actions by Engineer or any costs incurred by Engineer relating to additional work not directly associated with the performance or prior to the execution of the Work Authorization. Engineer shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section III, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section II of this Agreement.

14.12 In the event Engineer determines or reasonably anticipates that the work authorized in a Work Authorization cannot be completed before the specified completion date, Engineer shall promptly notify County and County may, at its sole discretion, extend the Work Authorization

period by execution of Supplemental Authorization, a sample of which is attached as Attachment B-2.

14.13 Any changes that may modify the scope of services authorized in a Work Authorization must be enacted by a written Supplemental Work Authorization. Engineer shall allow adequate time for County to review and approve any request for a time extension prior to expiration of the Work Authorization. If the change in scope affects the amount payable under the Work Authorization, Engineer shall prepare a revised work authorization budget for County's consideration.

14.14 In the event Engineer does not complete the services authorized in a Work Authorization before the specified completion date and has not requested a Supplemental Work Authorization, the Work Authorization shall terminate on the completion date. At the sole discretion of County, County may issue a new Work Authorization to Engineer for the incomplete work using the unexpended balance of the preceding Work Authorization for the project. If approved by County, Engineer may calculate any additional cost for the incomplete work using the rates set forth Attachment A.

14.15 County, at its sole discretion, may accept Engineer's signature on a faxed copy of the work authorization as satisfying the requirements for executing the Work Authorization, provided that the signed original is received by County within five business days from the date on the faxed copy. Any payments owed to Engineer by County shall not be processed until the requirements of this Section have been fulfilled by Engineer.

14.16 Upon satisfactory completion of the Work Authorization as determined by County, Engineer shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.

SECTION XV
LIMITATIONS

Notwithstanding anything herein to the contrary, all covenants and obligations of County under this Agreement shall be deemed to be valid covenants and obligations only to extent authorized by the Act creating County and permitted by the laws and the Constitution of the State of Texas. This Agreement shall be governed by the laws of the State of Texas, and no officer, director, or employee of County shall have any personal obligation hereunder.

SECTION XVI
LIMIT OF APPROPRIATION

16.01 Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of $32,226.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

16.02 Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $32,226.00 for described scope of services in all executed Work Authorizations.

SECTION XVII
SUCCESSORS AND ASSIGNS

17.01 County and Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

17.02 Neither County nor Engineer shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

SECTION XVIII
PUBLIC CONTACT

18.01 Contact with any media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

18.02 Under no circumstances, whatsoever, shall Engineer release any material or information developed or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XIX
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XX
MISCELLANEOUS

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

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

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

20.04 The captions of subtitle of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.

20.05 This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

20.06 Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance if this Agreement, including, without limitation, Worker's

Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

SECTION XXI
APPENDICES

The Appendices attached to this Agreement, which consists of the following and are incorporated herein by reference as if set forth verbatim:

Attachment A-1	Scope of Work for Engineering Design Services
Attachment A-2	Basis of Fee Calculations
Attachment B-1	Sample Work Authorizations
Attachment B-2	Supplemental Work Authorizations

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SECTION XXII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

10-7-08
Date

Attest:

Dianne Wilson, County Clerk

Approved: COUNTY PROJECT MANAGER

D. Jesse Hegemier, Fort Bend County Engineer

ENGINEER: R. G. Miller Engineers, Inc.

10-2-08
Date

Attest:

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $32,226.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

ATTACHMENT "A-1"

PPOPOSED SCOPE OF WORK FOR ENGINEERING DESIGN SERVICES EDGEWOOD BRIDGE OVER DRAINAGE DITCH

The following outlines the scope of services, compensation, and the time frame proposed for the project.

PROJECT OBJECTIVE

Fort Bend County desires to have preliminary, design and construction phase engineering services to construct a new replacement bridge on Edgewood Drive over Drainage Ditch. The bridge will be single span, 2-lane concrete bridge consisting of approach slabs, roadway sections, asphalt transition, and possible relocation of existing outfalls.

SCOPE OF SERVICES

BASIC DESIGN SERVICES

The scope of service to include preliminary engineering, final design, contract phase services, and all coordination with Fort Bend County Drainage District and Engineering Department Engineers.

A. PRELIMINARY PHASE

After written authorization by the County Engineer to proceed with the Preliminary Phase, the Engineer shall:

1. Attend preliminary conferences with the County Engineer and regulatory agencies as required to establish the design parameters of the Project.
2. Submit a preliminary bridge layout prepared in accordance with ASSHTO Guidelines and as directed by the County Engineer.
3. Prepare and submit the County five (5) copies of the preliminary bridge layout for comments and approval.
4. Prepare an opinion of probable construction cost of proposed construction.

B. DESIGN PHASE

After prior written authorization by the County Engineer to proceed with the Design Phase, the Engineer shall:

1. On the basis of the accepted preliminary design and the updated opinion of probable construction cost, prepare final construction drawings and specifications for construction authorized by the County. Construction Drawings shall be prepared in accordance with AASHTO Guidelines.
2. Furnish to the County five (5) sets of construction Drawings for review purposes when 30% , 90%, and 100% complete.
3. Prepare construction specifications and Bid Documents for the construction authorized by the County.
4. Prepare a bidder's proposal form and a revised opinion of probable construction costs for the construction authorized by the County.
5. Furnish the County with a 3-mil Mylar film positive of the drawings, suitable for

reproduction.

6. Prepare and furnish the County with a copy of the construction specifications and all bidding documents, suitable for reproduction.
7. Attend pre-bid conferences.
8. Provide approach roadway and storm sewer interception structure drawings.

C. CONTRACT PHASE

The Engineer shall:

1. Assist the County in obtaining bids.
2. Assist the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

D. CONSTRUCTION PHASE

The Engineer shall:

1. Provide three (3) on call field inspections for each bridge as required by the County.
2. Review proposed substitutions that may result in a cost savings to the County.
3. Review and approve all project submittals.
4. Conduct a final inspection for each bridge and issue a punch list of deficiencies that shall be corrected by the contractor and issue a letter of final acceptance.

SECTION III

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER OR SUBCONTRACTOR

A. Environmental.
B. Geotechnical.
C. Survey.
D. Right-of-way.
E. Traffic Control.
F. SW3P.

SECTION IV

TIME FOR PERFORMANCES

Engineer agrees to prosecute the work to be performed hereunder diligently and to complete the project design within (90) days from the date of execution of this agreement. Upon written request of the Engineer, the County may grant time extensions to the extent of any delay caused by the County or other agencies with whom the work must be coordinated and over whom the Engineer has no control.

Attachment "A2"
BASIS OF FEE CALCULATIONS
R.G. Miller Engineers, Inc.

EDGEWOOD BRIDGE OVER DRAINAGE DITCH

BASIC FEE:

Preliminary (40%) Design (40%) Contract (5%) Construction (15%)

Construction Estimate with 15% contingency (does not include Traffic Signals, Traffic Control, SWPPP, SWQMP, and Railroad Crossings). $121,240.25

Percent from Engineering Curve/100 % Basic Fee: 16.5% / $20,005.00

Preliminary Phase 40% = $8,002.00

Design Phase 40% = $8,002.00

Contract Phase 5% = $1,000.00

Construction Phase 15% = $3,001.00

TOTAL FEE FOR PROJECT:

Basic Fee	$20,005.00
Additional Services	$12,221.00
Total Fee	$32,226.00

Attachments: A2-1 Labor Rates
A-2-2 Engineering Fee Schedule
A-2-3 Survey Services Fee Schedule
A-2-4 Geotechnical Fee Schedule with Environmental and Right-of-way

Attachment "A2-1"
LABOR RATES
R.G. Miller Engineers, Inc.

EDGEWOOD BRIDGE OVER DRAINAGE DITCH

Labor:

Classification	**Direct Cost**
Project Manager	$61.00
Senior Engineer	$46.00
Project Engineer	$38.00
Engineering Technician	$27.00
Clerical	$24.00

* Direct cost times a multiplier of 3.0

Attachment "A2-2"
ENGINEERING FEE SCHEDULE
R.G. Miller Engineers, Inc.

EDGEWOOD BRIDGE OVER DRAINAGE DITCH

ENGINEERING FEE SCHEDULE

PROJECT NAME: EDGEWOOD DRIVE BRIDGE
CONTRACT NUMBER:
PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
PRELIMINARY ENGINEERING						
UTILITY COORDINATION	1	1				2
FILED VISITS	2	2				4
GEOMETRIC DESIGN /DATA VERIFICATION		5	7	3		15
BRIDGE LAYOUT	1	19		20		40
COST ESTIMATE	1	2				3
HOURS SUB-TOTALS	5	29	7	23	0	64
LABOR RATE PER HOUR	$61.00	$46.00	$38.00	$27.00	$24.00	
DIRECT LABOR COSTS	$305.00	$1,334.00	$266.00	$621.00	$0.00	$2,526.00
MULTIPLIER (3)	3	3	3	3	3	
TOTAL LABOR COSTS	$915.00	$4,002.00	$798.00	$1,863.00	$0.00	$7,578.00
SUBTOTAL						$7,578.00

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
DESIGN PHASE						
DESIGN CALCULATIONS		10	8			18
FOUNDATION LAYOUT & DETAIL		3	4	8		15
ABUTMENT SHEET & DETAIL		5	5	8		18
SLAB LAYOUTS & DETAILS		5	5	8		18
APPROACH & INTERCEPTOR DETAILS		5	5	8		18
BID DOCUMENTS/SPECIFICATIONS	2	3				5
COST ESTIMATES		1				1
SUBMITTALS	1	1	2		5	9
HOURS SUB-TOTALS	3	33	29	32	5	102
LABOR RATE PER HOUR	$61.00	$46.00	$38.00	$27.00	$24.00	
DIRECT LABOR COSTS	$183.00	$1,518.00	$1,102.00	$864.00	$120.00	$3,787.00
MULTIPLIER (3)	3	3	3	3	3	
TOTAL LABOR COSTS	$549.00	$4,554.00	$3,306.00	$2,592.00	$360.00	$11,361.00
SUBTOTAL						**$11,361.00**

PAGE 1 OF 3

ENGINEERING FEE SCHEDULE

PROJECT NAME: EDGEWOOD DRIVE BRIDGE
CONTRACT NUMBER:
PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
CONTRACT PHASE						
BID TABULATION & RECOMMENDATIONS	1	2	1			4
HOURS SUB-TOTALS	1	2	1	0	0	4
LABOR RATE PER HOUR	$61.00	$46.00	$38.00	$27.00	$24.00	
DIRECT LABOR COSTS	$61.00	$92.00	$38.00	$0.00	$0.00	$191.00
MULTIPLIER (3)	3	3	3	3	3	
TOTAL LABOR COSTS	$183.00	$276.00	$114.00	$0.00	$0.00	$573.00
SUBTOTAL						**$573.00**

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEERING TECHNICIAN	CLERICAL	TOTAL LABOR HRS. & COSTS
CONSTRUCTION PHASE						
INSPECTION	3	7				10
SUBMITAL REVIEW	2	4	2			8
HOURS SUB-TOTALS	5	11	2	0	0	18
LABOR RATE PER HOUR	$61.00	$46.00	$38.00	$27.00	$24.00	
DIRECT LABOR COSTS	$305.00	$506.00	$76.00	$0.00	$0.00	$887.00
MULTIPLIER (3)	3	3	3	3	3	
TOTAL LABOR COSTS	$915.00	$1,518.00	$228.00	$0.00	$0.00	$2,661.00
SUBTOTAL						**$2,661.00**

ENGINEERING FEE SCHEDULE

PROJECT NAME: EDGEWOOD DRIVE BRIDGE
CONTRACT NUMBER:
PRIME PROVIDER NAME: R.G. MILLER ENGINEERS INC.

DESCRIPTION						TOTAL COSTS TASK
PRELIMINARY ENGINEERING						$7,578.00
DESIGN PHASE						$11,361.00
CONTRACT PHASE						$573.00
CONSTRUCTION PHASE						$2,661.00
						$22,173.00
ADDITIONAL SERVICES LABOR EXPENSES						
ENVIRONMENTAL						$2,200.00
GEOTECHNICAL						$5,121.00
SURVEY						$2,400.00
ROW						$1,500.00
TRAFFIC CONTROL						$500.00
SW3P						$500.00
SUBTOTAL ADDITIONAL SERVICES						$12,221.00
GRAND TOTAL						$34,394.00

SUMMARY	
DIRECT LABOR	$ 7,391.00
TOTAL LABOR COST	$ 22,173.00
ADDITIONAL SERVICES LABOR EXPENSES	$ 12,221.00
GRAND TOTAL	$34,394.00

PAGE 3 OF 3

Attachment "A2-3"
SURVEY SERVICES FEE SCHEDULE
Miller Survey Group

EDGEWOOD BRIDGE OVER DRAINAGE DITCH

Proposal to provide right-of-way and design surveys for the above referenced project. The limits of the design survey will be 50' - 60' beyond each end of the bridge, plus 50' beyond each right-of-way line of Edgewood Drive.

SCOPE OF SERVICES

A. Right-of-Way Services
   1. Establish right-of-way lines of Edgewood Drive and set iron rods at the limits of the project (two rods per right-of-way line).
   2. Merge established right-of-way lines with mapping for design surveys.

   FEE = $ 1,500.00

B. Design Survey Services

   1. Establish vertical control far project.
   2. Provide existing bridge details
   3. Provide existing cross-sections along Edgewood Drive and existing channel as requested.
   4. Provide final topographic/design mapping of all field data captured.

   FEE = $ 2,400.00

   TOTAL FEE = $ 3,900.00

Attachment "A2-4"
GEOTECHNICAL FEE SCHEDULE
WITH ENVIRONMENTAL AND RIGHT-OF-WAY
HTS, Inc. Consultants

EDGEWOOD BRIDGE OVER DRAINAGE DITCH

1.0 INTRODUCTION

HTS, Inc. Consultants (HTS) is pleased to submit this proposal to conduct a geotechnical investigation for the above referenced project. The bridge replacement is located on Edgewood Drive near Sprayberry Road in Fort Bend County, Texas (see Key map 606 Square A).

The new bridge will include 1 span of about 50 feet in length.

The objectives of the geotechnical investigation will be to:

- define the subsurface soil and groundwater conditions at the site of the damaged bridges,
- provide geotechnical design parameters that may be used in the design of new piles or piers which will support the loads of the bridges, and
- provide recommendations pertaining, to the installation of the bridge piles or piers.

The remaining portions of this proposal provide HTS' proposed work scope, budget, and schedule to complete the geotechnical investigation for the damaged bridges.

2.0 SCOPE OF WORK

We understand that the scope of work for the geotechnical investigation will be as follows:

- Drill and sample a total of 2 geotechnical borings to a depth of 50 feet beneath the surface, 1 boring at each abutment location.
- Measure the depth to groundwater during drilling and 24 hours after the completion of drilling.
- Backfill the bore holes with soil cuttings after the completion of groundwater measurements.
- Perform laboratory soil tests on samples obtained during the drilling of the borings in order to determine the engineering properties of the site subsoils.
- Prepare boring logs and soil profiles based upon visual soil classifications and the results of laboratory tests.
- Perform pile capacity analyses (in axial compression and axial tension) and settlement analyses on piles/piers which may be used to support the loads of the new bridge.

• Provide recommendations concerning foundation reconstruction of the foundations for the new bridge.

• Perform wetlands screening and estimate the ordinary high water mark at the bridge location.

• Submit 5 copies of a report that presents the results of the geotechnical investigation.

3.0 COST AND SCHEDULE

HTS' proposed lump sum cost to complete the scope of work as defined in Section 2.0 above is $7,321.00. The lump sum cost is itemized as follows:

Item	Estimated Quantity	Unit Price	Estimated Cost
• Mobe/demobe drilling rig	Lump Sum		$ 275.00
• Drill and sample 2, 50' deep borings	100 l.f.	$ 11.50	$ 1,150.00
• Laboratory analyses:			
- Atterberg limits (ASTM D 43113)	12 tests	$ 45.00	$ 540.00
- Unconfined compression test (ASTM D 2166)	10 tests	$ 32.00	$ 320.00
- Water content (ASTM D 2216)	8 tests	$ 7.00	$ 56.00
- Moisture content and in situ dry density (ASTM D 2937)	10 tests	$ 19.00	$ 190.00
- Percent soil particles passing no. 200 sieve (ASTM D 1140)	12 tests	$ 35.00	$ 420.00
• Wetlands screening & estimate of of ordinary high water mark	Lump Sum		$ 2,200.00
• Engineering analysis and report preparation			
- Project engineer, P.E.	20 hours	$105.00	$ 2,100.00
- Staff support	2 hours	$ 35.00	$ 70.00
		TOTAL:	**$ 7,321.00**

We estimate that about 2 to 3 weeks will be required to complete the project if no delays are encountered with respect to weather conditions and/or site access.

ATTACHMENT B
B-1
WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section XIV of Professional Engineering Services Agreement entered into by and between Fort Bend County, and R.G.Miller Engineers (the Engineer), on the ____ day of _____, ____.

PART I. The Engineer will perform engineering services generally described as _____ _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The Engineer's Scope of Work, Labor Estimate, and Schedule are further detailed in Exhibits A, B and C, respectively, which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ _____. This amount is based upon fees set forth in Attachment A, Basis of Fee Calculation, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit B, Labor Estimate, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Section II of the Agreement.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in the Agreement.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**FORT BEND COUNTY, TEXAS**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXIBITS

Exhibit A	Scope of Work
Exhibit B	Labor Estimate
Exhibit C	Schedule

RECORDED ON 10-7-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

ATTACHMENT B
B-2
SUPPLEMENTAL WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of hereinafter identified as the "Agreement," entered into by and between Fort Bend County, and R.G. Miller Engineers (the Engineer).

The following terms and conditions of Work Authorization No. _____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No.____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**FORT BEND COUNTY, TEXAS**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/2/08	**Submitted By:P.Batts**
	Department: Engineering 26 D
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Take all appropriate action to approve Supplemental Agreement No. 1 between Fort Bend County and TEDSI Infrastructure Group regarding Fry Road median modifications at an amount not to exceed $82,338.61, Precinct 3. (Fund:Road and Bridge, Capital Acquisitions) Lawson P.O.#13646

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-15-08 4 origs. ret. to Paulette at Engineering

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

10260 Westheimer ♦ Suite 460 ♦ Houston, Texas 77042

October 2, 2008

26 D

Ms. Mary Jane Sowa
Engineering Secretary
Fort Bend County Engineering Dept.
1124 Blume Road
Rosenberg, TX 77471

Re: Fry Road at Seven Meadows Parkway
Supplemental Agreement No. 1
Fort Bend County PO #13646

Dear Ms. Sowa:

Enclosed please find 4 partially executed documents for the above referenced project. We shall await further direction from your office, and we appreciate the opportunity to serve Fort Bend County.

In the event that you have any questions, please advise.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.
Vice President

Enclosure

10-2-08FortBendCounty.ltr.doc

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FRY ROAD AT SEVEN MEADOWS PARKWAY

This Supplemental Agreement No. 1 for additional Professional Engineering Services is made by and between Fort Bend County, a public body corporate and politic of the State of Texas, acting by and through the Fort Bend County Commissioners Court (hereinafter referred to as "County") and TEDSI Infrastructure Group, hereinafter called "Engineer," authorized to conduct business in the State of Texas.

WHEREAS, on February 26, 2008, the County and Engineer executed an "Agreement for Professional Engineering Services," hereinafter referred to as "the Agreement," to perform professional engineering and related services to provide a traffic signal design for the intersection of Fry road at Seven Meadows Parkway within Fort Bend County, Texas, hereinafter referenced as "the Project"; and

WHERAS, County and Engineer desire to amend the Agreement to allow for additional engineering design services for the Project, as further described in Attachment A and as set forth below.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Engineer is hereby amended as follows:

AGREEMENT

1. Article 3.01 of the Agreement is hereby amended as follows:

   "For and in consideration of the services rendered by the Engineer, and subject to the limit of appropriation under Section VII, County shall pay to the Engineer an amount not to exceed $82,338.61, including expenses."

2. Article 7.01 of the Agreement is hereby amended as follows:

   "Prior to the execution of this Agreement, Engineer has been advised by County, and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $82,338.61, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County."

3. Article 7.02 of the Agreement is hereby amended as follows:

"Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Engineer may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $82,338.61 for described scope of work in Attachment A, A-1, B, C, D & E."

4. The Scope of Service in Attachment "A" of the Agreement is amended to provide for additional engineering design services for the Project as shown in Amendment No. 1 of Attachment "A".

5. The additional Scope of Engineering Services shown in attachment "A-1" is amended to provide additional engineering services for additional scope of Engineering Services.

6. Attachment "B" is amended to include additional survey services for certain geometric median modifications.

7. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

8. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 10-7-08

Attest:

Dianne Wilson, County Clerk

ENGINEER:

Jules M. (Jay) Morris, Jr., P.E., Vice President — Date: 10/2/08
TEDSI Infrastructure Group

AUDITOR'S CERTIFICATE:

I hereby certify that funds are available to pay the County's obligation in the amount of $82,338.61

Ed Sturdivant, County Auditor

Attachments:
Supplemental Proposal - TEDSI Infrastructure Group 9/24/2008
Exhibit A - Alternate Improvements modified 9/25/2008
Attachment A, A-1, A-2, B - Amendment 1
Attachment C,D & E

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

10260 Westheimer ♦ Suite 460 ♦ Houston, Texas 77042

September 24, 2008

Mr. Louis E. Hood, P.E.
First Assistant County Engineer
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Fry Road Median Modification
Supplemental Proposal for Engineering Services
FBC PO number 13646

Dear Mr. Hood:

As per your request, TEDSI INFRASTRUCTURE GROUP (TEDSI) appreciates the opportunity to submit this ***supplemental proposal*** to Fort Bend County Engineering to perform professional engineering services for roadway and median modifications along Fry Road.

The engineering services to be provided by TEDSI are for the Design, Contract, and Construction Phases. The Scope of Services is identified in Attachment "A".

PROJECT UNDERSTANDING

The proposal is to provide median modifications along Fry road between SH 99 and Seven Meadows. These modifications are in accordance with the Alternate 5 modified recommendations in the Driveway/Median Analysis (HEB and Home Depot – the first two driveways on north side and south side of Fry Road west of SH 99) conducted by TEDSI.

There is an exception to the Alternate 5 recommendation, which is the Seven Meadows driveway to the north, will not be widened and WB right turn lane into Driveway #1 (Home Depot) will not be constructed (Exhibit "A").

SCHEDULE

The work defined in the Scope of Services can be completed within sixty (60) calendar days for the Design Phase after receiving authorization to proceed from Fort Bend County. Although this schedule does not include the time required for agency's review, we are prepared to help expedite all necessary reviews to ensure a timely completion of the project.

COMPENSATION

The work as defined in the Scope of Services will be performed at a lump sum fee as shown in Attachment "A".

The preliminary construction cost estimate is $178,122.00. Please see Attachment "A-2" for a breakdown. This cost is based on the assumption that the Contractor will furnish and install all equipment and materials required for this project.

The fees for the various phases are as follows based on the Fee Curve for Engineering Compensation for Roads, Bridges and Related Services, which is 15.25% of the cost estimate or ***$27,163.61*** broken down as follows:

Design Phase (80%) - $21,730.88
Contract Phase (5%) - $1,358.18
Construction Phase (15%) - $4,074.54

The work as defined above will be performed at a Lump Sum Cost. The amount shown includes all necessary direct expenses estimated to complete the effort as described above. The fee includes all labor and non-labor reimbursable expenses required for this project. All work not specifically stated in Attachment "A" will be considered additional work and will be subject to negotiation.

Additional Services for this project and have been now estimated to be ***$5,280.00***, enclosed herewith as Attachment "A-1". Any and all work performed under this attachment will be compensated hourly as per the TEDSI fee schedule shown in Attachment "C" and QC Laboratories, Inc. fee schedule Attachment "E".

Services provided by the Engineer's contractor (Surveyor) as defined in the Surveying Scope of Services (Attachment "B") would be performed at a lump sum fee. Invoices will be billed at invoice cost plus 10%. The total lump sum fee for Field Survey is set at ***$7,590.00***. Weisser Engineering Company will provide the surveying services for this project (Attachment "D").

Services provided by the Engineer's contractors (Geotechnical) as defined in the Geotechnical Scope of Services (Attachment "E") would be performed at a lump sum fee. Invoices will be billed at invoice cost plus 10%. The total lump sum fee for Geotechnical Services is set at ***$2,585.00***. QC Laboratories, Inc. will provide the Geotechnical services for this project.

All work to be performed under Additional Services shall be previously approved by Fort Bend County. Invoices will be rendered monthly showing the percent completed for each task (either as final or partial billing). Additional Services invoices shall include daily time sheets showing employee classification and employee time charges to the project and any other documents as may be required by Fort Bend County.

This proposal is valid for ninety (90) calendar days and does not constitute a binding contract. However, if approved by Fort Bend County, all work as described herein will be performed in accordance with all terms and conditions considered customary to Fort Bend County for professional engineering services, and as per future contract between TEDSI and Fort Bend County. We trust that the information provided is sufficient for you to complete your evaluation of this proposal. However, should you have any questions, please advise.

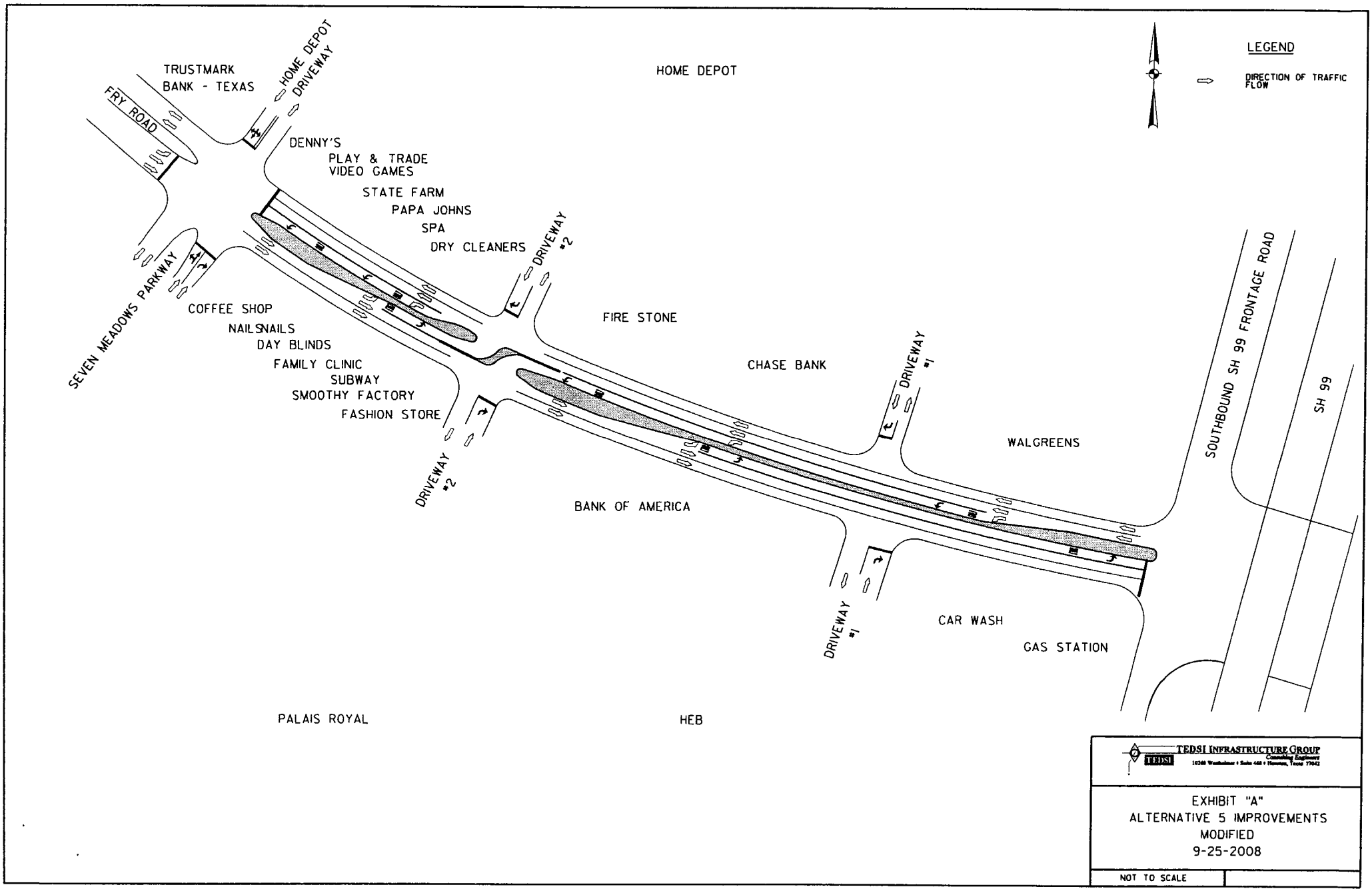
Thank you for considering TEDSI INFRASTRUCTURE GROUP for this project. We look forward to working with you on this project to serve Fort Bend County.

Sincerely,

TEDSI INFRASTRUCTURE GROUP

Jules M. (Jay) Morris, Jr., P.E.
Vice President

Enclosures: As Noted


LEGEND
DIRECTION OF TRAFFIC FLOW
TRUSTMARK BANK - TEXAS
HOME DEPOT DRIVEWAY
HOME DEPOT
FRY ROAD
DENNY'S
PLAY & TRADE VIDEO GAMES
STATE FARM
PAPA JOHNS
SPA
DRY CLEANERS
DRIVEWAY #2
SEVEN MEADOWS PARKWAY
COFFEE SHOP
NAILSNAILS
DAY BLINDS
FAMILY CLINIC
SUBWAY
SMOOTHY FACTORY
FASHION STORE
FIRE STONE
CHASE BANK
DRIVEWAY #1
WALGREENS
SOUTHBOUND SH 99 FRONTAGE ROAD
SH 99
DRIVEWAY #2
BANK OF AMERICA
DRIVEWAY #1
CAR WASH
GAS STATION
PALAIS ROYAL
HEB
TEDSI INFRASTRUCTURE GROUP
EXHIBIT "A"
ALTERNATIVE 5 IMPROVEMENTS
MODIFIED
9-25-2008
NOT TO SCALE

AMENDMENT #1

ATTACHMENT "A"

SCOPE OF ENGINEERING SERVICES

GENERAL:

The scope of services and associated fees are based on the following: 1) The purpose of this PS&E is to provide the following: modification to the existing center median on Fry Road to include a full median closure at Driveway #1 (HEB/Home Depot), extension of existing westbound left turn lanes for Driveway #2 and eastbound left turn lanes for SH 99 and channelized left-turns in both directions at Driveway #2. The modifications are shown on Exhibit "A", 2) TEDSI Infrastructure Group (TEDSI) will coordinate all of it's work with Fort Bend County Engineering Department, 3) TEDSI will obtain all the necessary base drawings, data and perform all field ties required to provide a base map for the section of Fry Road between Seven Meadows and SH99. 4) Traffic control plan during construction will not be provided and it will be contractor's responsibility, 5) This project will be designed as one complete PS&E deliverable.

Task A – PS&E:

A.1 Design Phase

1. Obtain all required information relative to the design of this project from state, county, city, municipalities and utility companies (water districts, telephone, gas, electric, pipelines, etc.)
2. Provide a signing and striping drawing for the subject section as per TxDOT standards.
3. Provide a plan view drawing for the above mentioned work showing proposed median improvements and widening details.
4. Provide final construction drawings, details, specifications, and bid items.
5. Submit to Fort Bend County 50% and 90% plans for review and comments prior to submitting final construction package.
6. Provide a preliminary cost estimate for the construction package.

A.2 Contract Phase

1. Assist the County in obtaining bids.
2. Attend pre-bid conferences and prepare addendum's, if needed.

3. Assist in the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

A.3 Construction Phase

1. Attend and assist County in pre-construction conferences.
2. Make periodic visits to determine, in general, if the work is proceeding in accordance with the contract documents.
3. Review shop and working drawings, furnished by contractors, for compliance with design concepts and specifications and with the information given in the contract documents.
4. Review monthly and final estimates on forms provided by the County, for payments to the Contractor.
5. Participate in company, with the County's representative, in a final inspection of the Project.

AMENDMENT #1

ATTACHMENT "A-1"

ADDITIONAL SCOPE OF ENGINEERING SERVICES

The Engineer, upon prior written authorization from the County Engineer, shall furnish the following additional services, and the County shall compensate the Engineer therefore as set forth below:

1. Construction Materials Services.
2. Changes in the drawings and specifications requested by the County which are outside the scope of the project.
3. Any additional services outside the standard scope of services (as shown in Attachment "A-1"), will be compensated hourly as per the fee schedule shown in Attachment "C" and Attachment "E".

The following is a breakdown of additional services:

Construction Materials Services (QC Labs) (cost + 10% service charge)	$2,780.00
Changes to Drawings (TEDSI)	$2,500.00
TOTAL FOR ALL ADDITIONAL SERVICES	***$5,280.00***

ATTACHMENT A-2
PRELIMINARY CONSTRUCTION COST ESTIMATE
FRY ROAD MEDIAN MODIFICATION
in Fort Bend County

ITEM	DESC CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
104	2021	REMOVING CONC (CURB)	LF	770	$ 10.00	$ 7,700.00
104	2011	REMOVING CONC (PAV)	SY	111	$ 45.00	$ 4,995.00
110	2001	EXCAVATION (ROADWAY)	CY	394	$ 30.00	$ 11,820.00
162	2002	BLOCK SODDING	SY	60	$ 12.00	$ 720.00
276	2228	CEM TRT (PLNT MX) (CL N) (TY A) (GR 1) (8")	SY	640	$ 30.00	$ 19,200.00
360	2003	CONC PVMT (CONT REINF - CRCP) (10")	SY	490	$ 150.00	$ 73,500.00
529	2006	CONC CURB (MONO) (TY II)	LF	1500	$ 15.00	$ 22,500.00
		SIGNING AND STRIPING	LS	1	$ 8,000.00	$ 8,000.00
		20% CONTINGENCIES				$ 29,687.00
		MEDIAN MODIFICATION - BASIC SERVICES TOTAL				**$ 178,122.00**
		DESIGN FEE		**15.25%**		**$ 27,163.61**
		Design (80%)				$ 21,730.88
		Contract Support (5%)				$ 1,358.18
		Construction Support (15%)				$ 4,074.54
		Fee for Additional Services (Construction Materials, etc.)				$ 5,280.00
		SURVEY				$ 7,590.00
		GEOTECHNICAL				$ 2,585.00
		TOTAL ENGINEERING COST				**$ 42,618.61**
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$ 4,500.00	$ 9,000.00
		TOTAL CONSTRUCTION COST				**$ 187,122.00**

ESTIMATED TOTAL ENGINEERING & CONSTRUCTION COST $ 229,740.61

AMENDMENT #1

ATTACHMENT "B"
SCOPE OF SURVEYING SERVICES

PURPOSE OF WORK

The purpose of this survey is to identify relevant topographic information for the section of Fry Road between Seven Meadows and SH 99 in Fort Bend County, Texas. The topographic survey will be used to create base maps, which shall be used as a basis for preparing plans, specifications, and estimate for the following work:

- Modification to the existing center median on Fry Road to include a full median closure at Driveway #1 and channelized left-turns in both directions at Driveway #2.

The field surveying shall be prepared in accordance with generally accepted practices for engineering projects in Fort Bend County. The surveyor is requested to perform the following services:

A. TOPOGRAPHIC SURVEY:

1. Identify relevant topographic information at the following locations:

   Fry Road Median:

   Fry Road is to be surveyed a distance of 1000 ft. from the intersection of SH99 Southbound ramp. Construction of Fry Road will be limited to the center median. Detailed survey will be limited to the face of curb along the south and north side of Fry Road. No landscaping or utilities that are south of the southern curbing and north of northern curbing will be surveyed. If a utility or a storm sewer crosses the road then it is expected that the line be located horizontally and the inverts of the storm sewer be picked up for design purposes.

2. Conduct necessary abstract research to the extent necessary to perform the services herein provided and to recover original survey corners, to establish baselines, which will tie in all of the recovered points and monuments to the baseline of the project. Where practical, the baseline would be set parallel to the existing right-of-way line on the centerline of the ROW, or at a convenient offset. This line shall remain to be used as construction control barring any unforeseen construction activity during interim period.

3. Perform all field surveys, which are necessary to locate all existing improvements within the survey limits. The survey shall include, as a minimum, edge of existing road paving, all turning radii, pavement expansion joints, driveways, topographic utility information including manholes, inlets, storm drainage and sewer lines, water lines, fire plugs, power line poles, telephone poles, light poles, monuments, sidewalks and ramps, service poles, pavement markings, signs indicating type and size and pertinent vegetation, shrubs and trees. Surveyor shall obtain and identify on the base map existing underground utilities within the survey limits and provide clearances of any overhead lines crossing within the survey limits.

4. Provide elevations based on assumed benchmark along medians located within the survey limits.

5. Set and station a baseline at 100-foot intervals, including all P.I.' s, P.C.'s and P.T.'s. and establish project benchmarks, as referenced to 1973 adjustments, if within 2000 feet.

6. Surveyor shall indicate if subject area is located within 100-year flood plain based upon current F.E.M.A. flood maps.

7. Surveyor is to obtain any right of entry needed to do the work.

B. CONSTRUCTION STAKING:

1. One time center line staking of Fry Road.

DELIVERABLES

The surveyor shall:

1. Deliver a listing of all points taken in X, Y and Z coordinate form along with copies of all field data and reference drawings on buried utilities.
2. Prepare final right-of-way and topographic maps showing all the existing features as described herein, at a scale of 1"=20' on a 22"x34" mylar sheet. The drawing shall include professional surveyor seal and dated signature.
3. Provide Microstation® format files containing a plan drawing of the intersection surveyed. The survey information shall be placed in appropriate CADD levels as follows:

LV	GRAPHIC ELEMENTS (EXISTING)	WT	LC	CO	LV	TEXT (EXISTING)	LEROY	FT	WT	CO
8	Expansion joints	1	0	2	17	Text	100	1	1	2
9	Roadway, drives, sidewalks, right-of-way etc.	1	0	2	18	Text	100	1	1	3
10	Striping (traffic markings, arrows and words)	1	0	10	19	Text	100	1	1	124
11	Utilities & easement (storm, sanitary, water, gas, telephone, catv, pipelines, electrical, etc.)	1	-	-	20	Text	100	1	1	6
12	Miscellaneous topo (Landscape, Shrubs, trees, monuments, etc.)	1	0	-	21	Text	100	1	1	4
13	Traffic signs	1	-	4	22	Text	100	1	1	2
14	Signal poles & hardware	1	0	2	23	Text	100	1	1	13
15	Loop detectors (if any)	1	0	5	24	Text	100	1	1	1
16	Aerial/Overhead cables	0	0	1						
17-24	Text	0	0	0						

All linear items such as edge of roadway, medians, sidewalks, utilities, etc. shall be connected to indicate a line. All text on drawing shall be clear and shall not interfere with other text or lines when all levels are displayed.

ATTACHMENT "C"

TEDSI INFRASTRUCTURE GROUP
CORPORATE BILLING RATES

Effective January 1, 2008 through December 31, 2008

CLASSIFICATION	BILLING RATE
Principal Project Manager	$206.67
Sr. Project Manager	$187.30
Project Manager	$156.59
Project Designer	$122.85
Engineering Designer	$ 92.11
CADD Technician	$ 88.74
Engineering Assistant	$ 76.76
Project Administrator	$ 80.60
Clerical	$ 72.16
Reproduction:	Actual Cost + 10%
Mileage:	$0.44/mile

WEISSER
Engineering Co.

19500 Park Row, Suite 100 • Houston, Texas 77084
P.O. Box 219315 • Houston, Texas 77218
Phone (281) 579-7300 • Fax (281) 828-0055

ATTACHMENT "D"

July 30, 2008

TEDSI Infrastructure Group
10260 Westheimer, Suite 460
Houston, Texas 77042

Attention: Zameer Ahmed, P.E.

Phone: 713-975-8337 Fax: 713-975-7194 Email: zahmed@tedsi.com

RE: Intersection of Fry Road at State Highway 99, Fort Bend County, Texas.

Dear Mr. Ahmed;

Per your recent request, Weisser Engineering Company is pleased to propose the following professional services and related fees for the above-described property:

A. TOPOGRAPHIC SURVEY:

1. Identify relevant topographic information at the following locations:

   Fry Road Median:
   Fry Road is to be surveyed a distance of 1000 feet from the intersection of SH 99 southbound ramp. Construction of Fry Road will be limited to the center median. Detailed survey will be limited to the face of curb along the south and north side of Fry Road. No landscaping or utilities that are south of the southern curbing and north of northern curbing will be surveyed. If a utility or a storm sewer crosses the road then it is expected that the line be located horizontally and the inverts of the storm sewer be picked up for design purposes.

2. Conduct necessary abstract research to the extent necessary to perform the services herein provided and to recover original survey corners, rights-of-way (ROW), property corners and to establish baselines, which will tie in all of the recovered points and monuments to the baseline of the project. Where practical, the baseline would be set parallel to the existing right-of-way line on the centerline of the ROW, or at a convenient offset. This line shall remain to be used as construction control barring any unforeseen construction activity during interim period.

3. Perform all field surveys, which are necessary to locate all existing improvements within the existing ROW. The survey shall include, as a minimum, the location of all the ROW and corner cuts, edge of existing road paving, all turning radii, pavement expansion joints, driveways, topographic utility information including manholes, inlets, storm drainage and sewer lines, water lines, fire plugs, power line poles, telephone poles, light poles, monuments, sidewalks and ramps, service poles, pavement markings, signs indicating type and size and pertinent vegetation, shrubs and trees. Surveyor shall obtain and identify on the base map existing underground utilities within the survey limits.

4. Provide elevations based on project benchmark along curb returns and sidewalks at the quadrants of the intersection. Provide elevations along medians located at the intersections.

5. Set and station a baseline at 100-foot intervals, including all P.I.'s, P.C.'s and P.T.'s, and establish project benchmarks, as referenced to 1973 adjustments, if within 2000 feet.

6. Surveyor shall indicate if subject area is located within 100-year flood plain based upon current F.E.M.A. flood maps.

7. Surveyor is to obtain any right of entry needed to do the work.

COST: $5,500.00 (non-taxable)

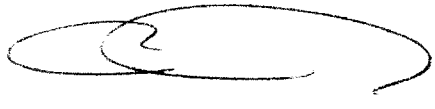
B. CONSTRUCTION STAKING:

1. One time center line staking of Fry Road.

COST: $1,400.00 (non-taxable)

We appreciate the opportunity to provide this proposal. If this proposal is acceptable, please execute and return one (1) copy to our office. If you have any questions or comments, please do not hesitate to call.

Sincerely,
Weisser Engineering Company



Walter P. Sass, R.P.L.S.

I hereby accept the above stated proposal and authorize Weisser Engineering Company to perform the above surveying services. I agree to provide payment for said services within thirty (30) days following the date of transmittal or at closing, whichever occurs first.

Signature	Printed Name	Date

WPS/srb

LABORATORIES, INC.
Geotechnical & Materials Engineers

ATTACHMENT "E"

Tedsi Infrastructure Group
10260 Westheimer, Suite 460
Houston, TX 77042

September 24, 2008

Attention: Mr. Zameer Ahmed, *P.E.*

Reference: Proposal for Geotechnical Engineering Study
And Materials Testing Services for
Proposed Left Turn Lane Extension on Fry Road
Fort Bend County, Texas
QCL No.: 38011

Dear Mr. Ahmed,

QC Laboratories is pleased to submit this proposal to provide Geotechnical Engineering Services for the project referenced above. This proposal has been prepared in general accordance with the Request for Proposal on September 9, 2008.

Project Description

The site is located along Fry Road between SH 99 and Seven Meadows in Fort Bend County, Texas. We assume that the site will be accessible with our truck mounted drilling rig at the time of drilling.

GEOTECHNCIAL SERVICES

Purpose and Scope Of Services

The purpose of the investigation will be to gather and analyze site-specific field and laboratory data and use this data to develop recommendations for foundation design and pavement thickness selection.

The scope of services to accomplish this purpose will include:

Field Investigation: The field exploration will be performed to obtain subsurface information regarding soil type, soil stratigraphy and groundwater depth. We will drill and sample three (3) soil borings to a depth of 10 feet each in the extension footprint.

Houston | League City
[illegible]

Soil samples will be obtained continuously to a depth of 10 feet. Soil samples will be evaluated in the field using a pocket Penetrometer and or a SPT blow count depending on the soil type.

Drilling will be performed by, our truck-mounted rig or trailer mounted rig depending on the site conditions. Depth of groundwater table will be observed during drilling and after completion of drilling where applicable.

Laboratory Testing: The engineering properties of selected soil samples would be determined by our A2LA Accredited Geotechnical laboratory. Laboratory tests may include but not limited to Moisture Content, Density, Sieve Analysis (#200 Sieve), Atterberg Limit, Triaxial Shear and Unconfined Compression Tests.

Engineering Analysis and Report: The field and laboratory data will be reviewed by an engineer who will also perform appropriate engineering analyses. The findings of the investigation, along with conclusions and recommendations, will be reported in an engineering report prepared under the supervision of a Texas Professional Engineer.

The results of the study will be presented in a report that will include the following:

- Logs of Borings, Boring Site Plan, water level readings and laboratory test results,
- Comments concerning anticipated construction issues,
- Recommendations regarding site preparation and fill material selection and placement,
- Recommendations for paving thickness and
- Recommendations for soil subgrade preparation and treatment.

Geotechnical Fees

The fee for this project will be charged on a Lump Sum basis. Based upon the scope of services presented here, the lump sum fee is **$2,350**. This lump sum fee assumes that the site is accessible to our truck or trailer mounted drill rig field exploration equipment. An additional charge will apply if boring locations are not accessible and any special equipment will need to be used

Geotechnical Schedule

The Geotechnical Investigation work for field exploration (Drilling and Sampling) will be completed within approximately one (1) -week after authorization (barring inclement weather

conditions). Laboratory Testing will be completed approximately one (1) week after completion of drilling. A completed geotechnical report will be submitted 3 to 4 weeks after authorization.

Geotechnical Procedures

Included with this proposal is a copy of the QC Laboratories, Inc. ***Standard Procedures for Soil Borings*** (dated August 1, 2008). The procedure provides general information on geotechnical investigation techniques.

CONSTRUCTION MATERIALS SERVICES

Scope of Services

The actual scope of services will be based on the project specifications and the specific needs of the client. Based on the information currently available to us we anticipate the following services will be provided:

Earthwork Inspection and Testing

- The technician will obtain representative samples of the subgrade, stabilized subgrade, and select fill materials. The samples will be delivered to our laboratory facility for testing. Laboratory testing will include Moisture/Density Relationships, Atterberg Limit (PI) determinations, and #200 Sieve Analysis.

- The technician will observe the contractor proof-rolling activities to detect any weak or soft areas in the subgrade soils.

- The technician will perform in-place soil compaction tests at the frequency required by the project specifications to determine moisture content and degree of field compaction

Concrete Inspection and Testing

- The on-site technician will monitor the concrete temperature, ambient temperature, mixing time and placement. The technician will also sample concrete at the frequency specified in the project specifications. Detailed information regarding location of the placement, date of the placement and concrete mixture strength requirement will be documented in the field report.

- The concrete specimens will be delivered to the laboratory where they will be permanently identified and placed in a moist curing environment. The cylinders will be tested for compressive strength at the designated test age. At each test age, a report will be issued that includes the results of the field and laboratory testing as well as, any pertinent observations

made during the concrete placemen

Budget Estimate

Based on the information currently available we have made an estimate of the total inspection and testing cost. The estimate is enclosed and provides a breakdown of each of the services. The actual cost will be dependent on the construction schedule used by the contractor and the efficiency of the construction effort.

The total estimated cost is **$2,528**. Please keep in mind this is only an estimate and you will be invoiced for the actual services requested by you or your representative at the unit rates in this proposal.

If there is a needed service that has not been included in the estimate we can modify the proposal. Additionally, if there is a difference between your anticipated budget and what we have proposed, please contact us so we can work with you to optimize your quality budget.

Unit Pricing

Included are the unit prices for the services we anticipate with this project. These unit prices were also used to develop the enclosed budget estimate.

Laboratory Services		
Moisture Density Relationship of Soils	135.00	Each
Atterberg Limits (LL, PL, PI) - (ASTM D-4318)	40.00	Each
Minus #200 Sieve Analysis (ASTM C-1140)	45.00	Each
Compressive Strength Test (ASTM C-39)	13.50	Each
Personnel and Equipment Costs		
Engineering Technician for Concrete and Soil Services.	40.00	Hour
Certified Welding Inspector (CWI)	65.00	Hour
Project Manager	60.00	Hour
Nuclear Density Gauge for Soils or Asphalt Testing	45.00	Day
Truck Transportation	55.00	Day

Proposal Acceptance

Attached to this Proposal is our standard ***Agreement for Geotechnical and Geo-Environmental Services*** (dated August 1, 2008). This Agreement must be signed and returned us before services are scheduled. This proposal is made part of the Agreement and is Exhibit A to the Agreement.

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Payment may be made by check or credit card (Visa, MasterCard, American Express or Discover); however, there is a 3 % surcharge if payment is made using a credit card.

We appreciate the opportunity to submit this proposal and look forward to the successful completion of the project. If you should have any questions or require additional information, please contact us at your convenience.

Sincerely,

QC Laboratories, Inc.

Ray Meyer
Director of Geotechnical Services

26E

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08	**Submitted By:P.Batts**
	Department: Engineering
Court Agenda Date: 10/07/08	**Phone Number: 281 633 7507**

SUMMARY OF ITEM: Approve Access Agreement from South Texas 66 Pipeline Company, LTD to install a catholic protection unit on an existing pipeline easement within closed landfill property located at 330 Klauke Road, Rosenberg, Texas, Precinct 1.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 2 origs rec'd to Paulette at Engineering

AGENDA ITEM

26 E

417-98-7
Ida Marie Currie
Fort Bend Co., TX

Jeffrey Fasoyiro
Real Estate Services

10001 Six Pines Dr.,
Room 7036-D
The Woodlands, TX
77380

Telephone: 832-813-4150
Fax: 832-813-4174
fasoyj@cpchem.com

October 6, 2008

Fort Bend County Attorney's Office
Attention: Laura Johnson
301 Jackson Street, 7th Floor (Court House Building)
Richmond, Texas 77469

Re: Pipeline Maintenance – Install New Rectifier and Deep Bed
Hy Scott, A-0083, Tract 148, Acres 51.64
Fort Bend Co., Texas

Dear Ms. Johnson:

Enclosed are two signed original Access Agreements regarding the above referenced. Please send one fully executed original to Chevron Phillips Chemical Company, LP. Attention: Arlen Allison, 10001 Six Pines Dr., Rm. 7056-B, The Woodlands, TX 77380.

If you have any questions, please call me at (832) 813-4150. Thank you.

Sincerely,

Jeffrey Fasoyiro
Right of Way Agent

RECEIVED
OCT - 7 2008
COUNTY ATTORNEY

ACCESS AGREEMENT

This Access Agreement ("Agreement") is entered into effective September 25, 2008, FORT BEND COUNTY ("Landowner") and SOUTHTEX 66 PIPELINE COMPANY, LTD., ("SOUTHTEX") in order to permit SOUTHTEX access to the Landowner's 51.64 acre tract of land, more or less, out of the Hy Scott Survey, A-0083, and being the same as described in a right of way contract dated February 2nd, 1953 and being recorded in Vol. 309 page 103 of the Deed Records of Fort Bend County, Texas. The access granted by the Landowner to SOUTHTEX pursuant to this Access Agreement is for the limited purpose of installing a deep well cathodic protection unit and necessary electrical connections ("the CPU") for use in connection with the pipeline laid under the above referenced right of way contract. The area accessed for construction of the CPU, excluding ingress/egress routes is more particularly described on Exhibit "A" ("Property"). The access is granted under the limited conditions set forth in the Agreement:

1. Access Right. SOUTHTEX must notify Landowner via telephone (281) 633-7509 or in writing via facsimile (281) 342-7366 at least 2 days prior to any proposed access to the Property and in such notice SOUTHTEX must specify the purpose for which access is requested and a general outline of the proposed pipeline and appurtenances repair and/or installation which will be conducted on the Property.

2. Repair and Replacement. SOUTHTEX will repair and replace and otherwise return the Property back into the same condition, as it existed prior to the installation of the CPU or access within a reasonable period of time following the completion of the installation of the CPU.

3 Indemnification. SOUTHTEX will indemnify, defend, save and hold harmless the Landowner from any liability, cost or expense, which the Landowner may incur as a result of the exercise by SOUTHTEX of any right granted under the terms of this Agreement. SOUTHTEX will further indemnify, defend, save and hold harmless the Landowner from any liability, cost or expense related to the damage to any property or related to the injury or death of any person caused by or related directly or indirectly to the activities of SOUTHTEX or the activities of any company, person, agent, employee or contractor who is present on the Property under the authority, direction, or control of SOUTHTEX.

4. Landowner Presence. Landowner will have the right to have a representative present whenever SOUTHTEX is present on the Property and during any of the proposed pipeline and appurtenances repair, replacement or installation of the CPU.

5. Assignment. This Agreement is not assignable by SOUTHTEX without prior written notice to Landowner, but it will be binding upon and effective against the successors and assigns of the parties.

6. Term. This agreement shall terminate upon completion of the CPU installation project or December 31, 2008, whichever, occurs later.

7. Future Access. The access rights granted under this Agreement are for the construction of the CPU. Following the initial construction of the CPU, SOUTHTEX shall continue to have the right to periodically access the Property for inspection and maintenance of the CPU under the ingress/egress rights contained in the above referenced right of way contract.

This Agreement is executed effective as of the date set forth above.

Witness:

Printed Name: Rusty L. Gensom

SOUTHTEX 66 PIPELINE COMPANY, LTD.,
a Texas limited partnership

By: CHEVRON PHILLIPS CHEMICAL HOLDINGS II LLC,
a Delaware limited liability company, General Partner

By: CHEVRON PHILLIPS CHEMICAL COMPANY LLC,
a Delaware limited liability company, Sole Member

By: _____
Bruce A. Bush
Olefins & NGL – General Manager

Attest:

Dianne Wilson
Fort Bend County Clerk

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert
Fort Bend County Judge 10/7/08

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

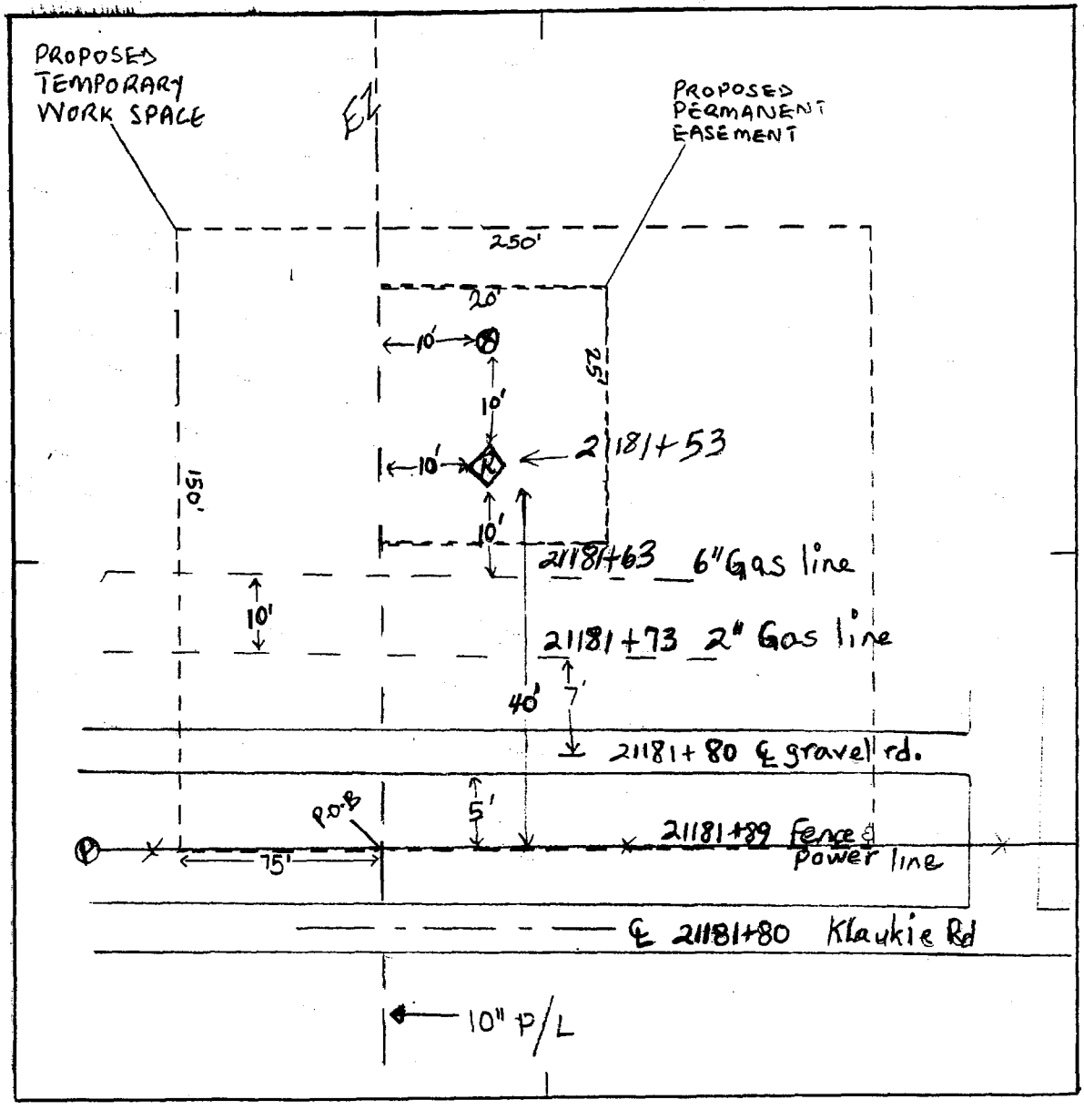


EXHIBIT "A"

27

FORT BEND COUNTY FY 2008 9
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: Sept. 19, 2008
Court Agenda Date: ~~Sept. 30, 2008~~ 10/7

Submitted By: Linda Barnes
Department: Fire Marshal's Office
Phone Number: 281-238-1505

SUMMARY OF ITEM: Approve payment of $200.00 to J.J. Sales to reimburse inspection fee for fireworks not inspected because located in an incorporated area of Fort Bend County.

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

List Supporting Documents Attached: Please see attached.

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Fund: 100543100-51300 Organization: 0400 Object:

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Please place on the consent agenda.

Special Handling Requested (specify):

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

Accounting Unit (9 digit)
100543100
Account (5 digit)
51300
Grants & Projects (If needed)
Activity
Account Category

Vendor #		
Vendor Name		
J.J. SALES		
11306 SAGEWIND DRIVE		
City		
Houston		
State	Zip Code	Date
Texas	77089-4529	09/10/08

Invoice #/Invoice Date/Desc	Amount
Check 4845 $400 to pay for four fireworks stand	$200
inspections. Two stands were not inspected at	
5011 FM521 & 13218 Hwy 6 because they are inside	
city limits. We need to reimburse $200.	
	Total 200.00

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Received
SEP 16 2008
County Auditor

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

FORT BEND COUNTY FIRE MARSHAL

Fort Bend County, Texas

V. T. Cooper
County Fire Marshal

(281) 238-1500
Fax (281) 342-0431

June 20, 2008

J. J. Sales
Mr. Johnny Johnson
11306 Sagewind Drive
Houston, Texas 77089-4529

RE: J.J. Sales, 13218 Hwy 6, Arcola, TX 77583
J.J. Sales, 5011 FM 521, Arcola, TX 77583

Dear Sir:

We regret to inform you that the Fort Bend County Fire Marshal's Office will not be inspecting fireworks stands located inside an incorporated area of the county. The above mentioned addresses for your fireworks stands are located inside the city limits of Arcola.

You submitted check number 4845 for $400 to pay for four(4) fireworks stands. Locations as follows: 5011 FM 521, 13218 Hwy 6, 129 Trammel Fresno, and 5614 Linda. Our office will be inspecting the fireworks stands at 129 Trammel Fresno and 5614 Linda, but will not be able to inspect the fireworks stands at 5011 FM 521 and 13218 Hwy 6. You will need to contact the State Fire Marshal at 512-305-7900 for inspections inside the city limits.

Before we can reimburse $200.00 for the two(2) fireworks we will not be inspecting, we need the enclosed form W-9 completed and returned to our office. As soon as we receive this information, we can process paperwork to reimburse you.

Thank you for your assistance with this matter.

Vance T. Cooper

Fire Marshal

Enclosure

AS PER ORIGINAL

Form **W-9** (Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Jeff Council
Fort Bend County Treasurer
P.O. Box 1202
Richmond, TX 77406-1202

RECEIPT

Fire Marshall

Receipt No: 0000100631
Date Received: 06/18/2008
Date Posted: 06/19/2008

Batch No.	Pay Type	Description	Cash Acct Unit	Cash Acct	Cash Code	Amount Received
	100631	PLAN REVIEW/INSP. FEE DEPOSIT	100543100	51290	100	1,575.00
	100631	PLAN REVIEW/INSP. FEE DEPOSIT	100543100	51300	100	700.00
					Total Amount	2,275.00

Two Thousand Two Hundred Seventy Five Dollars and zero Cents

Jeff Council
Fort Bend County Treasurer

Ginger Teichman
Deputy
Fort Bend County Treasurer

RECEIVED
JUN 19 2008
FORT BEND COUNTY
FIRE MARSHAL

RECEIVED
JUN 19 2008
FORT BEND COUNTY
FIRE MARSHAL

FORT BEND COUNTY FIRE MARSHAL'S OFFICE

to: Ginger Teichman, Treasurer's Office

from: Linda Barnes, Fire Marshal's Office

subject: Plan Review & Inspection fee deposits

date: 17-Jun-08

Pease deposit the following checks:

NAME	CHECK NO	AMOUNT	ACCOUNT
Richard D. Clifton(Resolution Treatment)	641	$ 150.00	100543100-51290
Access Construction, Inc.	8393	$ 400.00	
DFW Automatic Sprinkler, Inc	4512	$ 175.00	
Industrial Fire Equipment	7985	$ 150.00	
Robert S. Givens	10086	$ 200.00	
JTARC Studio	1094	$ 500.00	
Sub Total		**$ 1,575.00**	**100543100-51290**
Mahmoud Elyoussef	598	$ 25.00	
Tejas Lakes Development LP	1116	$50	
JJ. Sales	4845	$ 400.00	
New SW Montessori Center Inc	3478	$ 25.00	
Marantha Inc.	1028	$ 200.00	
Total		**$700**	**100543100-51300**

Grand Total:			**$ 2,275.00**

As always, we sincerely appreciate all your help.

Enclosures

cc: Fire Marshal V. T. Cooper

230-B LEGION DRIVE
RICHMOND, TX 77469
281-238-1500
FAX: 281-342-0431

Fort Bend County Fire Marshal's Office
Fire and Safety Inspection Application
Fireworks and Mass Gatherings

MD-FW-1011

Date: 6-10-08

Key Map: 651G - City

Facility Name: J.J. SALES
Address: 13218 HWY 6
City: ARCOLA, TX 77583
Phone: 281 731-2045

Submitting Company Name: J.J. SALES
Address: 11306 SAGEWIND
City: HOUSTON State: TX Zip: 77089
Contact Person: JOHNNY JOHNSON
Phone: 281 731-2045

Inspection and Fee Schedule

✓ Fireworks Stand $100.00

___ Fireworks Indoor Stand $200.00

___ Fireworks Display $200.00

___ Mass Gathering Permit $200.00

Fees must be paid before Inspection will be conducted.

Check 4845 ($$ 4co)

Re-Inspection and Fee Schedules

___ 1st Re-Inspection $25.00
___ 2nd Re-Inspection $50.00
___ 3rd Re-Inspection $75.00

Re-Inspection fee must be paid before Re-Inspection will be conducted

For use by County only
Amount $ 100

Ck 4845

Fee paid by check, cashiers check, or money order only

To: Fort Bend County Fire Marshal's Office **Phone: 281-238-1500**
230 B Legion Drive
Richmond, Texas 77469

Received by: LTB

RECEIVED
JUN 11 2008
FORT BEND COUNTY
FIRE MARSHAL

J. J. SALES
JOHNNY OR MICHELLE JOHNSON
11306 SAGEWIND DR
HOUSTON, TX 77089-4529

4845
37-65/1119 3649
0000037276

DATE 6-10-08

PAY TO THE ORDER OF Fort Bend County Fire Marshal $ 400.00/00

Four Hundred Dollars & 00/100 DOLLARS

Wells Fargo Bank, N.A.
Texas
wellsfargo.com

FMO-FW-1011, 1012, 1013, 1014

FOR 4 Permits (Driveways/Culverts) Michelle Johnson

⑈0000001815⑈ [redacted]

; NO-FW-1012-City

Fort Bend County Fire Marshal's Office
Fire and Safety Inspection Application
Fireworks and Mass Gatherings

Date: 6-10-08 Key Map: 651G

Facility Name: J.J. SALES
Address: 5011 FM 521
City: ARCOLA, TX 77583
Phone: 281 731-2045

Submitting Company Name: J.J. SALES
Address: 11306 SAGEWIND
City: HOUSTON State: TX Zip: 77089
Contact Person: JOHNNY JOHNSON
Phone: 281 731-2045

Inspection and Fee Schedule

✓ Fireworks Stand	$100.00
___ Fireworks Indoor Stand	$200.00
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Fees must be paid before Inspection will be conducted.

Re-Inspection and Fee Schedules

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___ 2nd Re-Inspection $50.00
___ 3rd Re-Inspection $75.00

Re-Inspection fee must be paid before Re-Inspection will be conducted

For use by County only
Amount $ 100

Ck 4845

Fee paid by check, cashiers check, or money order only

To: Fort Bend County Fire Marshal's Office Phone: 281-238-1500
230 B Legion Drive
Richmond, Texas 77469

RECEIVED
JUN 11 2008
FORT BEND COUNTY
FIRE MARSHAL

Received by: LTB

J. J. SALES
JOHNNY OR MICHELLE JOHNSON
11306 SAGEWIND DR
HOUSTON, TX 77089 4529

4845
37-65/1119 3849
0000037278

DATE 6-10-08

PAY TO THE ORDER OF Fort Bend County Drainage $ 400.00/00

Four Hundred dollars & 00/100 DOLLARS

Wells Fargo Bank, N.A.
Texas
wellsfargo.com

FMD- FW- 1011, 1012, 1013, 1014

FOR 4 Permits (Drainage Studies) Michelle Johnson

⑈000000⑆81⑆5⑈ [redacted]

28 A

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:September 30, 2008	**Submitted By:Nancy Drake, R.N.,Director**
	Department:Clinical Health Services
Court Agenda Date: October 7, 2008	**Phone Number: 281.238.3548**

SUMMARY OF ITEM: To approve grant funded positions: (1) TB Program Manager (R.N.) Tuberculosis Control Grant, (1) Clerk II Local Public Health Grant. Both positions totally grant funded.

RENEWAL AGREEMENT/APPOINTMENT YES ☐ NO X
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES ☐ NO X
List Supporting Documents Attached: Job Descriptions / Grant Summary Totals

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X

FUNDNG SOURCE: Accounting Unit: 100630999 Account Number: GL EXP.ACCOUNT
Activity (If Applicable): G630-09TUBERCUL
G630-09RLSSLPHS

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

JOB EVALUATION QUESTIONNAIRE

Job Title	R.N. TB Program/Case Manager	*Name*	_____
Department	Clinical Health Services	*Immediate Supervisor*	Nancy Drake R.N.
Location	_____	*Supervisor's Title*	CHS Director
Today's Date	_____		

Part I. Description of Position

A. Position Purpose: State briefly the principal purpose or focus of your position. Describe the primary function of your position (**what** the position must accomplish) and the major objective (**why** that function is performed).

As a TB Case Mananger, ensures the following: the treatment regimen is appropriate for patient, patient adherence to therapy via directly observied therapy (DOT), the patient and social network receive and understand education of TB disease, transmission and treatment, assures that the patient receives and follows up with medical evaluations and laboratory work, and assures that contacts to the case/suspect are identified, located, prioritized, evaluated and treated. The TB Case Manager provides coordination-of-care by facilitating exchange of information with family, medical providers, laboratories, pharmacies and public health infrastructure, ensures expert consultation has been sought and provides referrals as needed, provices training, education, and resources to staf providing patient care.

As a TB Program Manager, prepares grants and monitors grant expenditures. Submits reports as required. Develops and updates policies and procedures.

B. Department Function: Briefly describe the mission and role of the department in which this position is located. Describe services provided, products produced and any other information that will enhance understanding of how the department functions within the Organization.

The mission of CHS is to prevent, control and eiliminate the spread of communicable diseases among the residents of Fort Bend County. FBCCHS provides clinical services in the core public health areas of HIV/STD testing and treatment, tuberculosis prevention, diagnosis and treatment; provision of childhood and adult immunizations along with epidemiology and disease surveillance.

2009-028471-001

Categorical Budget:

AS PER ORIGINAL

PERSONNEL	$87,199.00
FRINGE BENEFITS	$35,090.00
TRAVEL	$14,618.00
EQUIPMENT	$1,100.00
SUPPLIES	$2,070.00
CONTRACTUAL	$44,352.00
OTHER	$1,950.00
TOTAL DIRECT CHARGES	$186,379.00
INDIRECT CHARGES	$0.00
TOTAL	$186,379.00
DSHS SHARE	$186,379.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $186,379.00

Financial status reports are due: 12/30/2008, 03/30/2009, 06/30/2009, 10/30/2009

Equipment List Attached.

JOB EVALUATION QUESTIONNAIRE

Job Title	Clerk II	*Name*	—
Department	#6301	*Immediate Supervisor*	Diane Guest
Location	Clinical Health	*Supervisor's Title*	Administrative Assistant
Today's Date	09/25/08	*Name*	_____

Part I. Description of Position

A. Position Purpose: State briefly the principal purpose or focus of your position. Describe the primary function of your position (**what** the position must accomplish) and the major objective (**why** that function is performed).

Enter all reported cases into the NEDSS system for reporting to the Texas Department of State Health Services.

Contact area physicians to obtain information to complete investigations and reports.

Outreach to physicians and other medical providers to inform about and encourage reporting of notifiable diseases.

Maintains the most current set of reporting, epidemiological investigation, procedural and adminstrative forms for use by department.

Participates in activities and duties related to emergency management during a local state of disaster as directed by the appropriate county managers.

B. Department Function: Briefly describe the mission and role of the department in which this position is located. Describe services provided, products produced and any other information that will enhance understanding of how the department functions within the Organization.

The mission of Clinical Health Services is to prevent, control, and eliminate communicable diseases among residents of Fort Bend County.

Services provided include: Immunizations, Tuberculosis Control, STD Services including HIV pre- and post-test counseling along with testing and Epidemiology/Disease Surveillance.

AS PER ORIGINAL

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$0.00
CONTRACTUAL	$0.00
OTHER	$34,681.00
TOTAL DIRECT CHARGES	$34,681.00
INDIRECT CHARGES	$0.00
TOTAL	$34,681.00
DSHS SHARE	$34,681.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $34,681.00

Financial status reports are due: 12/31/2008, 03/31/2009, 06/30/2009, 10/31/2009

EXHIBIT A

Texas Department of State Health Services

FY 2009 Request for Local Public Health Services Funds

Budget Narrative and Personnel Detail Forms

Contract Term: September 1, 2008 through August 31, 2009

The following Budget Narrative must be completed and submitted by the due date in order to renew the Local Public Health Services Contracts. The justification must address how resources (personnel, travel, supplies, etc) funded through the LPHS contract will be used to accomplish the proposed Service Delivery Plan.

Local Health Department: Fort Bend County Clinical Health Services		
Address: 4520 Reading Road, Suite A		**City, State, Zipcode:** Rosenberg, TX 77471
Prepared by: Nancy Drake, RN	**Telephone:** 281-238-3548	**Email:** drakenan@co.fort-bend.tx.us

Budget Narrative: ***Complete the budget table below by showing the breakdown by budget category. Also, include a brief description of how these categorical funds will be used to meet the proposed objective(s) as outlined in the Service Delivery Plan.***

Budget Category	Amount	Justification of Resources - *Briefly describe how the funds in each category will be used to meet the propose objective(s). (Include the public health issue if the Plan will include more than one public health issue.)*
Personnel – *Please provide % of time, position title and list major responsibilities for each funded position.*	**$0**	***Use attached Personnel Detail Form. For each position, include all major activities this individual will conduct associated with the contract.***
Fringe	**$0**	**N/A** (No justification required for this category.)
Travel – *Please describe how travel costs directly support achievement of performance measures.*	**$0**	
Equipment	[redacted]	***Equipment items must be submitted separately using the "EQUIPMENT Budget Category Detail Form" attached. Funding of "one-time" purchases will be considered using "one-time funds" identified (not from contract base budgets) if available during the fiscal year.***
Supplies – *Cannot include items considered as equipment (see attached equipment definition).*	**$0**	
Contractual	**$0**	
Other	**$34,681**	**Support for entry of reportable disease cases into to NEDSS system (National Electronic Disease Surveillance System). Supplied by Fort Bend County's staffing agency, Executeam. Amount includes wage and agency fee.**
Total Amount Requested	**$34,681**	**N/A** (No justification required for this category.)

Signature: _____ **Date:** _____

AS PER ORIGINAL

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10-2-08	**Submitted By: Hopie Solomon**	
	Department: 6451 Social Services	28B
Court Agenda Date: 10-7-08	**Phone Number: Ext. 3506**	

SUMMARY OF ITEM: Accept and approve the Social Services Department to distribute 500 H.E.B. gift cards issued by Reliant Energy. The cards are to be issued to Reliant's Elderly, Disabled and Low income customer, and can be utilized to purchase food or gasoline.

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

List Supporting Documents Attached: *Reliant Energy letter and office procedures on distribution.*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO X☐

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

DESCRIPTION OF LAWSON ACCOUNT: ___N/A_____

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

HEALTH & HUMAN SERVICES
SOCIAL SERVICES DEPARTMENT
FORT BEND COUNTY, TEXAS

HOPIE SOLOMON, LSW
DIRECTOR

MEMORANDUM

TO: Jim Edwards, Budget Office
Ed Sturdivant, County Auditor

FROM: Hopie Solomon
Director of Social Services

DATE: October 2, 2008

SUBJECT: Agenda item

Reliant Energy has sent the agency 500 gift cards in the amount of $20.00 each for a collective total of $10,000 to be issued out, one card per household, and distributed to their Elderly, Disabled and low income energy based customers.

Since the distribution will be for the agency, please review the attached accounting procedure for account reconciliation, and offer any suggestions you might have in approving it or rejecting it.

CC: Dr. Galloway

4520 Reading Rd., Suite A • Rosenberg, TX 77471 • (281) 342-7300 • Fax (281) 342-0557
303 Texas Parkway, Suite 202 • Missouri City, TX 77459 • (281) 403-8050 • Fax (281) 403-8055

SOCIAL SERVICES Fax:281-342-0557 Oct 2 2008 11:26 P.01

HEALTH & HUMAN SERVICES
SOCIAL SERVICES DEPARTMENT
FORT BEND COUNTY, TEXAS

HOPIE SOLOMON, LSW
DIRECTOR

This is to certify that I,_____living at

_____Texas_____, received a

H.E.B. gift card number _____(last 4 digit) from Fort Bend County Social

Services on today _____.

_____ _____
Signature Date

_____ 001
Worker Signature Invoice

4520 Reading Rd., Suite A · Rosenberg, TX 77471 · (281) 342-7300 · Fax (281) 342-0557
303 Texas Parkway, Suite 202 · Missouri City, TX 77459 · (281)403-8050 · Fax (281) 403-8055

SOCIAL SERVICES Fax:281-342-0557 Oct 2 2008 11:26 P.02

AS PER ORIGINAL

RELIANT GIFT CARDS @ $20.00 EACH

DATE	INVOICE #	CLIENT'S NAME	VENDOR	LAST 4 DIGITS ON CARD	RELIANT ACCT. #	M.C./ROSE WORKERS INITIAL	HH SIZE	RACE	BALANCE AMOUNT
01-Oct-08		BEGINNING BALANCE							$ 10,000.00
			HEB						
			HEB						
			HEB					

Michele Gordon
Administrative Assistant
Community Marketing & Involvement
P.O. Box 148
Houston, TX 77001-0148
713-497-5188
mgordon@reliant.com

October 1, 2008

Fort Bend County Social Services
4520 Reading Rd., Suite A
Rosenberg, TX 77471
Attn: Ms. Hopi Solomon
Director

RECD OCT 01 2008

Dear Ms. Solomon,

Enclosed is the 500 HEB / Reliant Energy $20 cards for food or gas.

Please confirm receipt of the cards by signing at the bottom and faxing it back to me at 713-537-5188. No coversheet is need.

Thank you.

Sincerely,

Michele Gordon
Community Marketing & Involvement

Ms. Hopi Solomon, Director

I have received the HEB/Reliant Energy $20 cards.

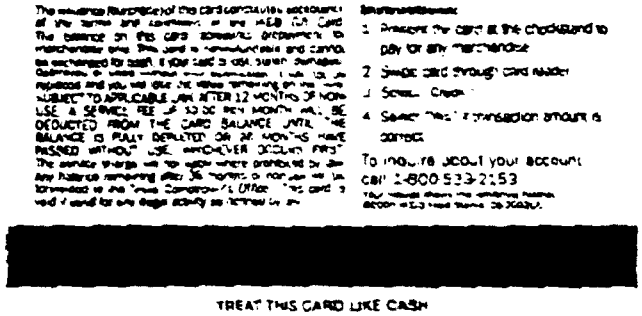
281-238-3506

SOCIAL SERVICES Fax:281-342-0557 Oct 2 2008 11:26 P.04

Copy of Cards to be Used.

ACCOUNT# 6006496688018190003

EXCLUDES ALCOHOL AND TOBACCO PURCHASES



TREAT THIS CARD LIKE CASH

Back Side

Reliant Energy. $20

Community Investment Program

Gift Card



Front Side

FORT BEND COUNTY SOCIAL SERVICES

METHOD OF DISTRIBUTION

(Reliant / H.E.B Gift Cards)

NOTE: RECIPIENTS MUST MEET THE FOLLOWING GUIDELINES.

1. Proof of Identity and household income.

2. Current Reliant Energy bill in applicant's name.

3. Sign certification of card acceptance.

4. Must be elderly, disabled, low-income household having an income no greater than 150% of the poverty level guidelines.

14, 2, 8 Gift Cards

Batch #1	Batch #2	Batch #3
0003 / 0284	0508 / 0789	1001 / 1258
0011 / 0292	0516 / 0797	1019 / 1266
0029 / 0300	0524 / 0805	1027 / 1274
0037 / 0318	0532 / 0813	1035 / 1282
0045 / 0326	0540 / 0821	1043 / 1290
0052 / 0334	0557 / 0839	1050 / 1308
0060 / 0342	0565 / 0847	1068 / 1316
0078 / 0359	0573 / 0854	1076 / 1324
0086 / 0367	0581 / 0862	1084 / 1332
0094 / 0375	0599 / 0870	1092 / 1340
0102 / 0383	0607 / 0888	1100 / 1357
0110 / 0391	0615 / 0896	1118 / 1365
0128 / 0409	0623 / 0904	1126 / 1373
0136 / 0417	0631 / 0912	1134 / 1381
0144 / 0425	0649 / 0920	1142 / 1399
0151 / 0433	0656 / 0938	1159 / 1407
0169 / 0441	0664 / 0946	1167 / 1415
0177 / 0458	0672 / 0953	1175 / 1423
0185 / 0466	0680 / 0961	1183 / 1431
0193 / 0474	0698 / 0979	1191 / 1449
0201 / 0482	0706 / 0987	1209 / 1456
0219 / 0490	0714 / 0995	1217 / 1464
0227	0722	1225 / 1472
0235	0730	1233 / 1480
0243	0748	1241 / 1498
0250	0755	
0268	0763	
0276	0771	

Batch #4	Batch #5	Batch #6
1506 / 1753	2009 / 2256	2504 / 2751
1514 / 1761	2017 / 2264	2512 / 2769
1522 / 1779	2025 / 2272	2520 / 2777
1530 / 1787	2033 / 2280	2538 / 2785
1548 / 1795	2041 / 2298	2546 / 2793
1555 / 1803	2058 / 2306	2553 / 2801
1563 / 1811	2066 / 2314	2561 / 2819
1571 / 1829	2074 / 2322	2579 / 2827
1589 / 1837	2082 / 2330	2587 / 2835
1597 / 1845	2090 / 2348	2595 / 2843
1605 / 1852	2108 / 2355	2603 / 2850
1613 / 1860	2116 / 2363	2611 / 2868
1621 / 1878	2124 / 2371	2629 / 2876
1639 / 1886	2132 / 2389	2637 / 2884
1647 / 1894	2140 / 2397	2645 / 2892
1654 / 1902	2157 / 2405	2652 / 2900
1662 / 1910	2165 / 2413	2660 / 2918
1670 / 1928	2173 / 2421	2678 / 2926
1688 / 1936	2181 / 2439	2686 / 2934
1696 / 1944	2199 / 2447	2694 / 2942
1704 / 1951	2207 / 2454	2702 / 2959
1712 / 1969	2215 / 2462	2710 / 2967
1720 / 1977	2223 / 2470	2728 / 2975
1738 / 1985	2231 / 2488	2736 / 2983
1746 / 1993	2249 / 2496	2744 / 2991

Batch #7

3007 / 3254
3015 / 3262
3023 / 3270
3031 / 3288
3049 / 3296
3056 / 3304
3064 / 3312
3072 / 3320
3080 / 3338
3098 / 3346
3106 / 3353
3114 / 3361
3122 / 3379
3130 / 3387
3148 / 3395
3155 / 3403
3163 / 3411
3171 / 3429
3189 / 3437
3197 / 3445
3205 / 3452
3213 / 3460
3221 / 3478
3239 / 3486
3247 / 3494

Batch #8

3502 / 3759
3510 / 3767
3528 / 3775
3536 / 3783
3544 / 3791
3551 / 3809
3569 / 3817
3577 / 3825
3585 / 3833
3593 / 3841
3601 / 3858
3619 / 3866
3627 / 3874
3635 / 3882
3643 / 3890
3650 / 3908
3668 / 3916
3676 / 3924
3684 / 3932
3692 / 3940
3700 / 3957
3718 / 3965
3726 / 3973
3734 / 3981
3742 / 3999

Batch #9

4005 / 4252
4013 / 4260
4021 / 4278
4039 / 4286
4047 / 4294
4054 / 4302
4062 / 4310
4070 / 4328
4088 / 4336
4096 / 4344
4104 / 4351
4112 / 4369
4120 / 4377
4138 / 4385
4146 / 4393
4153 / 4401
4161 / 4419
4179 / 4427
4187 / 4435
4195 / 4443
4203 / 4450
4211 / 4468
4229 / 4476
4237 / 4484
4245 / 4492

Batch #10

4500 / 4757
4518 / 4765
4526 / 4773
4534 / 4781
4542 / 4799
4559 / 4807
4567 / 4815
4575 / 4823
4583 / 4831
4591 / 4849
4609 / 4856
4617 / 4864
4625 / 4872
4633 / 4880
4641 / 4898
4658 / 4906
4666 / 4914
4674 / 4922
4682 / 4930
4690 / 4948
4708 / 4955
4716 / 4963
4724 / 4971
4732 / 4989
4740 / 4997

AS PER ORIGINAL

INCOME GUIDELINES 2008

AGENCY UPDATE

EFFECTIVE DATE 01-24-2008

	R1		R		–
HOUSE HOLD SIZE	100% LEVEL		125% LEVEL		
	GROSS MONTHLY	GROSS YEARLY	GROSS MONTHLY	GROSS YEARLY	
1	866.67	10,400.00	1,083.33	13,000.00	
2	1,166.67	14,000.00	1,458.33	17,500.00	
3	1,466.67	17,600.00	1,833.33	22,000.00	
4	1,766.67	21,200.00	2,208.33	26,500.00	
5	2,066.67	24,800.00	2,583.33	31,000.00	
6	2,366.67	28,400.00	2,958.33	35,500.00	
7	2,666.67	32,000.00	3,333.33	40,000.00	
8	2,966.67	35,600.00	3,708.33	44,500.00	
9	3,266.67	39,200.00	4,083.33	49,000.00	
10	3,566.67	42,800.00	4,458.33	53,500.00	
11	3,866.67	46,400.00	4,833.33	58,000.00	
12	4,166.67	50,000.00	5,208.33	62,500.00	

Figures taken from Federal Register/Vol 73, No. 15/Wednesday, January 23, 2008/Notices. Pages 3971 - 3972

Printed from Federal Register Website

R1 - 100% PVG or below ie: For HH size of 1 $0 to 866 67

R - between 100% PVG and 125% PVG ie: For HH size of 1 $866 68 to $1083 33

SOCIAL SERVICES Fax:281-342-0552 Oct 2 2008 11:28 P.11

FORT BEND COUNTY FY 2008/9
COMMISSIONER'S COURT AGENDA REQUEST FORM
Return Completed Form to: Agenda Coordinator, County Judge's Office

Date Submitted: September 3, 2008	**Submitted By: Kent Edwards**
	Department: Human Resources
Court Agenda Date: ~~September 9~~ Oct. 7, 2008	**Phone Number: 281-341-8631**

SUMMARY OF ITEM:

Take all appropriate action to reclassify position 5401-0087 in Emergency Medical Services from EMT-Intermediate, Grade 8 in the Public Health Policy Group to Paramedic I, Grade 9 in the Public Health Policy Group effective 10/18/08.

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

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

REQUIRES AUDITOR TO CERTIFY FUNDS: YES ☐ NO ☒

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Take all appropriate action to reclassify position 5401-0087 in Emergency Medical Services from EMT-Intermediate, Grade 8 in the Public Health Policy Group to Paramedic I, Grade 9 in the Public Health Policy Group effective 10/18/08.

Special Handling Requested (specify):

FORT BEND COUNTY FY 2008 9 AGENDA ITEM 30

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 09/29/08	**Submitted By:** Karl A. Lavine
	Department: Indigent Health Care
Court Agenda Date: 10/07/08	**Phone Number:** 281-238-3234

SUMMARY OF ITEM:
Take all appropriate action to accept Service Agreement with Indigent Healthcare Solutions (IHS) to provide data processing service for the Indigent Health Care Department of Fort Bend County, effective October 1, 2008 thru October 1, 2010.

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES XX NO ☐

FUNDNG SOURCE: Accounting Unit: 100640100 Account Number: 63000
Activity (If Applicable):

REQUIRES AUDITOR TO CERTIFY FUNDS: YES XX NO ☐

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XX	Purchasing Agent	(281-341-8642)	XX	Comm. Pct. 4	(281-980-9077)
XX	Information Technology	(281-341-4526)	XX	County Clerk	(281-341-8697)
☐	Other:		XX	County Atty	(281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-8-08 copy received

Data Processing Services Agreement

THIS AGREEMENT is entered into and executed on the date set forth below, by and between Indigent Healthcare Solutions, Ltd. ("IHS"), having offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, and Fort Bend County ("County") with administrative offices located at Fort Bend County Indigent Health Care, Richmond, Texas 77471:

WHEREAS, the Commissioners Court of the County has determined that a public necessity exists to preserve, store, process, retrieve and organize certain data and information of the County in order to prevent material losses to the County and to comply with the terms and conditions of the Texas Indigent Health Care and Treatment Act, Texas Health & Safety Code, Subtitle C, Chapter 61 (the "Act");

WHEREAS the Commissioners Court of the County has determined that it needs to contract for data processing services; and

WHEREAS, the Commissioners Court of the County has determined that such data processing services would be best provided by IHS; and

WHEREAS, IHS is willing to enter into this agreement upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

---

1. AGREEMENT TO PROVIDE SERVICES

The County agrees to retain IHS as an independent contractor, and IHS agrees to provide service to the County upon the terms and conditions hereinafter stated.

2. TERM

This agreement shall have an Initial Term of Two (2) years commencing on October 1, 2008, and continuing to and including October 1, 2010.

3. POST-EXPIRATION ASSISTANCE

Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, IHS will assist in the transferal of the County's data files in the possession of IHS pursuant to this Agreement, including conversion of such data to an other data format usable by the County; provided, however, that use of such format does not violate the proprietary rights of IHS or any third party.

The County shall be responsible for reasonable fees to and costs incurred by IHS for such transferal or reformatting of data, at IHS' then-prevailing rates for time and materials, and any costs and expenses of associated travel, including reasonable per diem expenses. The County shall specify in writing to IHS what data records County desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded; provided, that IHS and County shall mutually agree on the data to be converted, the format of such converted data, and the media on which such converted data shall be written or recorded.

If this Agreement has been terminated under Section 6 on the basis that funds have not been appropriated, IHS shall have no obligation hereunder to provide such transferal or conversion assistance to the County unless and until the County certifies in writing that funds are available for such services from current sources and the County is committed to pay IHS for such services from such current sources.

The County shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4. AUTHORIZATION

The County Judge of the County certifies that all appropriate steps to legally enter into this Agreement have been taken on behalf of the County, that the matter has been approved by the Commissioners Court and that the terms of this Agreement are understood and agreed by County. Moreover, the County Judge certifies that all laws, rules and regulations as well as any local governmental rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

5. BREACH, INVALIDATION OR EARLY TERMINATION

This Agreement shall automatically terminate upon the occurrence of any one or more of the following, whether or not notice is given to County, unless IHS in its sole discretion elects to continue to provide the Services under the terms of this Agreement: (i) any attempt or offer by County to transfer, sublicense or assign, or any actual transfer, sublicense or assignment of, this Agreement, the License Agreement, or any rights or obligations arising under either of these; (ii) because of any change in applicable law or regulation, or order of any court, regulatory agency or other instrumentality of government having jurisdiction and authority, which change or order has or likely will have the effect, as determined in the sole judgment of IHS, of substantially altering, or making impracticable IHS' performance of, the material terms and conditions of this Agreement or the License Agreement; or (iii) any assignment or transfer, whether actual or constructive, by operation of law or lawful order, including but not limited to a receiver or trustee in bankruptcy taking possession, or an assignment for the benefit of creditors.

IHS shall have the right to terminate this Agreement immediately upon the material breach of this Agreement or of the License Agreement by County or any of its officers, elected officials, employees, agents or other representatives, by the giving of written notice to County, stating the reasons for such termination.

IHS reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of intellectual property or intellectual property rights, or for unfair competition or trade practices, or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant licensor of IHS, or the County or any of County's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to County by IHS, stating the reason for such termination. In the event of such termination, IHS will make a good faith effort to assist County to arrange for substitute services; and IHS shall have the option, in lieu of such termination, to offer to provide reasonable substitute services on terms and conditions (if different than those specified in this Agreement with regard to obligations of IHS other than as to specific equipment, software and other materials) to be agreed by the parties.

The License Agreement shall terminate, without necessity of notice to County, upon termination or expiration of this Agreement, unless otherwise expressly agreed in writing by IHS.

If this Agreement is terminated or invalidated pursuant to Section 6 (except as otherwise expressly provided in this Agreement for termination under such section) or by County's breach, including but not limited to breach of the terms of any software or other license applicable to equipment or software used or provided by IHS in providing the Service, or invalidated by operation of law or lawful order, IHS shall have no duty to assist County as described by Section 3.

In the event of termination for any reason prior to the Expiration Date of the term hereof or any renewals thereof, IHS shall have the right immediately to reclaim possession of its property, programs (including but not limited to the Programs specifically licensed in the Non-Exclusive License Agreement, **Attachment B** hereto ("License Agreement")), data, and related documentation or other support materials, and County shall have a duty to immediately return all such items and any and all copies of such items in its possession or under its control to IHS, and shall immediately refrain from using same.

6. SUBJECT TO APPROPRIATION

This Agreement shall continue in force as set forth in Paragraph 2 above, subject only to the following limitation: The obligation of the County to make payments under this Agreement is subject to annual appropriation by the County in its budget of funds to make such payments.

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been appropriated; provided, that

the County will remain responsible for costs and fees accrued hereunder for periods prior to such non-appropriation termination; and provided, further, that any assistance provided to County by IHS in the transferal of County data, including but not limited to any conversion or formatting of data, shall be provided by IHS under the provisions of Section 3, and County's obligation thereunder to pay for such services shall not be excused by reason of the non-appropriation of funds for the Agreement as a whole.

County certifies that it has available funds for payment of this Agreement during the initial fiscal year of the County in the Initial Term hereof. Further, County agrees that it will notify IHS at least ninety (90) days prior to the end of its fiscal year if it does not intend to make such appropriation for the coming fiscal year. If this Agreement is not terminated pursuant to this section, then on or before ten (10) days before the beginning of each County fiscal year during the applicable term hereof, the County shall provide written certification that adequate funds have been appropriated by the County for the payment in full required under this Agreement for such fiscal year.

7. SERVICES

During term hereof, IHS shall provide data processing services to the County and its various departments, as described in **Attachment A** hereto ("Scope of Services and Schedule of Equipment") (the "Services"). IHS agrees to provide training to the County's personnel in the various County departments utilizing the Services hereunder, when, in the opinion of both parties, it will further the intent of this Agreement and facilitate and expedite the provision of the Services.

IHS shall render the Services to the County as may be reasonably requested from time to time by the County.

The County acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available by IHS and that these programs (the "Programs") and their use by the County or on its behalf or for its benefit shall be governed by the Non-exclusive License Agreement attached hereto as **Attachment B** ("License Agreement"), which is hereby incorporated into this Agreement, and by other applicable terms of this Agreement. In the event of a conflict between the terms of this Agreement or any amendment hereto and the License Agreement as it may be amended from time to time, the terms of the License Agreement shall control.

Initial Installation of the IHS Programs shall occur after an initial orientation of appropriate County personnel by IHS, to be arranged as specified in Section 17.E below. As contemplated in Section 17.E, the initial orientation shall be at no additional charge to the County if it is performed at IHS' offices in Conroe, Texas; but if County elects to have such initial orientation at another location, County shall be responsible for fees and reasonable costs associated with the provision of such orientation, at IHS' then-prevailing time and materials rates, including costs and expenses of IHS travel and reasonable per diem expenses. Initial Installation shall be performed at no additional costs to County. After Initial Installation, access and maintenance of the Programs by IHS will be by remote access, for the provision of which remote access County is responsible, as contemplated in Section 17.F below. After Initial Installation, any trips by IHS to the installation site that may be required shall be billed to County on a time and materials basis, including costs and expenses of IHS travel and reasonable per diem expenses, and County agrees to pay such charges, costs and expenses.

8. SPECIAL SERVICES

IHS will from time to time provide the County with such special services or supplies outside the stated scope of the Services but related thereto as may reasonably be requested or approved by the County, and for which special services funds have been appropriated, including but not limited to: special data entry services, such as conversion, program and test data keypunching, and other data entry; computer runs; or industrial or systems engineering services; provided, that the County and IHS agree upon the fees and costs therefor, that the County approves, in writing, payment for such special services, and certifies in writing that appropriated funds are available to pay for such special services. Special services shall include conversion, formatting or other handling of data to be maintained or utilized by IHS under this Agreement, whether such data is provided to IHS by County or on County's behalf by a previous or existing third-party County service provider, as may be reasonable or necessary.

For any custom programming (*i.e.*, any programming or other services not identified in Attachment A) that is requested by County and which IHS agrees to provide, IHS shall provide County an estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the requested custom programming, based on IHS' then-prevailing rates for such custom programming services.

County shall have the option thereafter to have the custom programming performed. Upon County providing a written certification that appropriated funds are available from current sources to pay for such custom programming services, IHS shall perform such services. IHS shall bill County, and County agrees to pay, for the actual time, materials and other costs and expenses incurred in performing the custom programming, at IHS' then-prevailing rates.

The County is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by County staff or others to access, send, receive, print, write or record, manipulate, store, backup (see section 17.C), restore (see section 17.C), or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"; also referred to as protected health information, "PHI"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant County functions or procedures concerning such data or Access thereto, are compliant with the Heath Insurance Portability and Accountability Act ("HIPAA"), 29 U.S.C. §§ 1181, et seq., and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines. IHS is providing the Programs on an "as is" basis. If additional equipment, software or other programming beyond the Programs "as is" status, or procedures are required so that the data processing services provided by IHS hereunder for the County may be achieve compliance with HIPAA, considering the County's network, operating systems, and equipment and their configuration, deployment and other characteristics, the County's program, applications and data access practices and procedures, staffing, Access and other security rules and procedures, or other relevant factors, comply with HIPAA, County shall be responsible for the costs of compliance by IHS, on a time and materials basis at IHS' then-prevailing rates, and costs and expenses of any associated IHS travel, including reasonable per diem expenses.

If IHS is requested to provide assistance to County to respond to any request made under the Texas Public Information Act, IHS shall be compensated by County for any such assistance that is outside the scope of the standard reporting specified in **Attachment A**, on a time and materials basis at IHS' then-prevailing rates.

9. OWNERSHIP AND CONFIDENTIALITY

The County's data files and the data contained therein shall be and remain the County's property. All the existing data and data files of the County shall be returned to it by IHS at the Expiration Date or upon earlier termination of this Agreement. The County's data shall not be utilized by IHS for any purpose other than that of rendering services to the County under this Agreement and will not be disclosed, sold, assigned, leased, or disseminated to third parties, by IHS, or commercially used or exploited by or on behalf of IHS, its employees or agents.

10. PROTECTION OF COUNTY DATA

IHS shall establish and maintain reasonable safeguards against the destruction or loss of the County's data in the possession of IHS, which safeguards shall at least meet the standards of safety maintained by the County for like data. As provided in Section 17.C below, the County shall be responsible for daily and monthly backup of data.

11. MONTHLY FEES; INTEREST; TAXES

Commencing October 1, 2008 and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereto, the County shall pay to IHS at its office in Montgomery County, Texas, as advance monthly fees for the Service, the sum of Four Thousand, Two Hundred One Dollars ($4,201.00) (the "Monthly Fee"), except that the initial payment shall be for the first and last month of the term in advance, that is, shall be equal to twice the Monthly Fee quoted in this section.

In the event the County elects to add additional equipment or software, or to request substitute equipment or software, during the term of the Agreement, IHS shall provide it, subject to availability and there being appropriated funds certified by the County in writing and sufficient to cover associated additional or increased costs and fees associated with such additional or replacement equipment and software. IHS may require an initial fee for the costs of providing the requested additional equipment or software. The Monthly Fee applicable thereafter may be increased by IHS as necessary to reflect any additional cost to IHS of providing, installing, maintaining, repairing and, as appropriate, operating each requested additional device and any associated software or licenses.

Timely payment in full of fees and other costs when due is a material obligation of the County. Payments are due within thirty (30) days of invoice by IHS.

Amounts due and payable by County but not timely received by IHS shall accrue interest at the maximum rate permitted by law from the first day past due until paid.

County shall be responsible for any and all taxes or levies of any kind or character whatever that may be assessed or due on account of the Services, except any receipts taxes or income taxes of IHS. If County claims exemption from any particular tax or taxes, such as sales taxes, County must provide IHS with a copy of the applicable tax exemption certificate.

12. TERMINATION

Except as otherwise provided herein for immediate termination by IHS, if the County defaults in any required payments to IHS, or fails to perform any other material obligation hereunder, IHS shall notify the County in writing of such default, including a brief statement of the facts constituting the claimed default. If the County does not cause such default to be remedied within ten (10) days after receipt of such written notice, IHS shall have the right to terminate this Agreement with no further written notice to County, and without penalty to IHS. Such termination for default will not relieve the County of its obligation to pay all fees and costs accrued or otherwise due and payable under this Agreement as of the date of such termination; and shall not operate to waive or diminish any other rights of IHS hereunder, or to obtain such other relief at law or in equity to which it may be entitled.

If IHS defaults in its obligations hereunder, County shall notify IHS in writing of such claimed default, including a statement of the facts asserted as the basis for such claimed default. IHS shall have a reasonable time after receipt of such written notice to review the County's claim and respond to County with an estimate of the time required to cure the claimed default. IHS shall then cause such default to be remedied within the estimated time. If timely cure is not made by IHS, the County shall have the right by further written notice to IHS to terminate this Agreement; provided, that such termination shall not operate to excuse County of payment for all costs and fees accrued hereunder prior to such termination. Except as provided in this Section and in Section 6, this Agreement shall not be cancelable by the County.

13. TIME REQUIREMENTS

IHS is not required to devote its efforts exclusively to the performance of this Agreement, and IHS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

14. INDEPENDENT CONTRACTOR

The parties contemplate and intend that the relationship of IHS to County at all times during the term of this Agreement and any extensions thereof shall be that of an independent contractor and not an employee of the County; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of IHS as an independent contractor. IHS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them. Other than as may be expressly provided herein to the contrary, IHS is and shall be the sole and exclusive owner of any and all work product or intellectual property it may create or cause to be created for or in relation to its provision of the Services to the County.

15. NOTICE

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to IHS:

INDIGENT HEALTHCARE SOLUTIONS
2040 Loop 336 - Suite 304
Conroe, Texas 77304

If to County:

Attn: Fort Bend County Judge

301 Jackson

Richmond, Texas 77469

16. SITE ENVIRONMENT; COUNTY LIABILITY FOR DAMAGE TO EQUIPMENT OR SITE ENVIRONMENT

The County shall provide a suitable installation and operation environment (the "Site Environment") for the computers and other equipment utilized by IHS in connection with this Agreement, in accordance with the applicable equipment manufacturer's requirements, a copy of which is available to the County upon request, and with any other requirements specified in **Attachment C** hereto ("Statement of Site Environment Requirements and Acknowledgment of Responsibility for Site Environment"). In the event the County does not provide or maintain the required Site Environment at any time during the term of this Agreement or any extensions thereof, IHS is authorized at its sole option either to terminate this Agreement by giving ten (10) days written notice, or to take such steps as may be reasonable or necessary under the circumstances, as determined by IHS in its sole judgment, to provide, restore or maintain the Site Environment, and the County shall reimburse IHS for all incurred costs of such provision, restoration or maintenance of the Site or any substitute Site.

If the County's officers, employees, or other agents or representatives misuse or in any way abuse or damage, by negligence or otherwise, equipment, software or documentation provided or operated by IHS in providing the Service, the County will be responsible for all costs associated with repair or replacement, as such repair or replacement is determined by IHS in its sole discretion to be needed or appropriate. In the event IHS provides computers or other equipment installed at a location on County property, then County will provide insurance coverage for loss or damage of such equipment and software, or related documentation, and also shall be responsible for all costs associated with repair or replacement. Notwithstanding the County's financial responsibility for any such repairs or replacements called for in this section, IHS shall be and remain the owner of such equipment, software, documentation and associated licenses.

Prior to the installation or operation of any computer equipment and related software by IHS for the provision of the Services, the County will execute a copy of **Attachment C**, which is hereby incorporated into this Agreement.

17. COUNTY ASSISTANCE

The County agrees to cooperate fully with IHS in the provision of the Services, and to make personnel available for the purpose of installation and training. Failure by County to make reasonable efforts to facilitate IHS' delivery of the Services shall not be a basis in whole or part for alleging non-performance by IHS. The following is intended to supplement and clarify the obligation of County to provide reasonable assistance to IHS in its provision of the Service, but in no way to limit or waive County responsibilities elsewhere stated or implied in this Agreement.

A. County agrees to appoint a Site Coordinator and to notify IHS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall be IHS' contact person for providing the Service and for administering the License Agreement, and shall be responsible for coordination between the County and IHS pertaining to the Service, including but not limited to coordination and prioritization of day-to-day services by IHS and County requests for services or special services.

B. County will make reasonable efforts to ensure that appropriate persons from all affected County offices and departments will attend any applicable training sessions. It shall be the responsibility of the Site Coordinator to announce and otherwise communicate to County's personnel information and notices concerning applicable scheduled training and installation, maintenance, or repair activities.

C. The County shall be solely responsible to provide daily and monthly backup of all data. IHS initially will provide seventeen (17) data tapes suitable for such backup, including five (5) tapes for daily weekday backup, and twelve (12) tapes for individual monthly backup. After the first twelve months,, the County will purchase and use new tapes for each succeeding twelve-month period or part thereof to ensure the reliability of the tapes in use; and the County will retain the old tapes as needed to maintain backup data for the prior year. The parties agree this approach will be the most appropriate to ensure that PHI data will be suitably protected and preserved. It will be the County's responsibility to ensure that daily and monthly backups are timely performed and have integrity; that the

backup tapes are properly stored and maintained; and that the rotation of weekly and monthly tapes occurs in proper order and that stored backup data is not inadvertently or prematurely over-written or erased. The County will be responsible for any costs associated with the acquisition, installation or operation of backup equipment or software, and for any costs of restoring data. *IHS will not be responsible or liable in any way for loss of data or compromise of data quality or accuracy caused in whole or part by the failure of the County properly to perform backup or for the failure of integrity of such backup data or tapes.*

D. County shall cooperate fully with IHS in efforts by IHS to maintain any copyrights, trademarks or service marks, patents, trade secrets or other intellectual property or proprietary information in the Programs or other materials, equipment, software, or data provided or utilized by IHS in provision of the Services hereunder, including but not limited to directly assisting IHS as IHS may reasonably request, and in taking all actions and executing all documents necessary to the reasonable efforts of IHS to maintain and protect such intellectual property. Failure of County to provide such assistance shall constitute a material breach of this Agreement.

E. Initial Installation of the Programs shall occur after an initial orientation of appropriate County personnel by IHS. IHS offers an initial orientation to County at its offices in Conroe, Texas, without additional charge. If County chooses to have the initial orientation at another location, it shall cooperate with IHS to schedule the orientation at a mutually convenient time and location, and County shall reimburse IHS for costs and expenses incurred by IHS personnel in travel to and from such other location, including without limitation, travel costs and expenses and reasonable per diem expenses, and shall pay IHS a reasonable fee, at IHS' then-prevailing rates for time (including travel) and materials, for such orientation services.

F. In order that IHS may provide remote support and maintenance, County shall be responsible for providing, at County's expense, suitable remote electronic access for IHS to the Programs, the server on which they are installed, and the applicable County network, including providing suitable access equipment as may be necessary, and any assistance that may be required from time to time to accomplish such access. For the purposes of this provision, unless otherwise expressly agreed by IHS in writing, "suitable remote electronic access" shall mean remote access using "suitable access equipment." and with the cooperation and assistance of County. The parties agree that a virtual private network ("VPN"), if available, would be the preferred method for such IHS remote electronic maintenance access because it would provide the currently most assured secure access considering HIPAA requirements and the confidential nature of health care data, including PHI. Thus, for the purposes of this provision, "suitable access equipment" shall mean, at a minimum, provision by County of a Web port, an FTP port, and a Telnet port, for the use of IHS, and, if practicable for County to provide, also a virtual private network accessible by IHS. If County fails or refuses for any reason to provide suitable remote electronic access to IHS including suitable access equipment, County agrees that it shall be responsible for paying, and shall pay, service fees and costs for any services provided by IHS that require on-site access by IHS, at IHS then-prevailing rates for time (including travel time) and materials, and including costs and expenses of travel for IHS personnel providing such services.

G. Each year, IHS holds an annual Customer Advisory Committee meeting. All customers of record are invited and are strongly encouraged to attend. (Attendance is at the client's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, IHS identifies improvements, modifications and/or enhancements it will seek to make to the IHS Programs over the next year. Such improvements,

modifications and/or enhancements will be provided in new software releases.

H. County agrees to provide IHS with suitable workspace at or near the Site, including appropriate furnishings and the use of a telephone.

18. ASSIGNMENT

This Agreement shall be binding upon the successors and assigns of each party. Other than IHS' granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment, software or other materials furnished by IHS to County, or an assignment or transfer by IHS of all or substantially all of IHS' business or assets to a third party which expressly agrees to assume the duties and responsibilities of this Agreement, neither party may assign all or any of its rights or obligations hereunder without the express written consent of the non-assigning party.

19. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties concerning the subject matter hereof, but may be amended from time to time only by a writing duly executed by both parties.

20. APPLICABLE LAW; VENUE

This Agreement shall be construed under the laws of the State of Texas, its choice of laws provisions excepted, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable. Jurisdiction and venue shall lie exclusively in the state district courts of Travis County, Texas, or the federal district courts of the Western District of Texas, Austin Division.

21. INDEMNITY

TO THE EXTENT PERMITTED BY LAW, COUNTY SHALL INDEMNIFY AND HOLD IHS HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (HEREIN, "CLAIMS"), INCLUDING BUT NOT LIMITED TO CLAIMS CONCERNING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INFRINGEMENT OF INTELLECTUAL PROPERTY, ASSERTED AGAINST IHS BY ANY PERSON (INCLUDING ANY THIRD PARTY; OR ANY COUNTY OFFICER, OFFICIAL, EMPLOYEE, AGENT OR OTHER REPRESENTATIVE (HEREIN, ALL COLLECTIVELY "COUNTY PERSONNEL"), OR ANY PERSONS AUTHORIZED OR PERMITTED BY COUNTY TO BE PRESENT ON THE SITE OR TO USE OR ACCESS ANY EQUIPMENT, SOFTWARE OR ASSOCIATED DOCUMENTATION PROVIDED BY IHS OR OTHERWISE USED BY IHS IN THE PROVISION OF THE SERVICE (COLLECTIVELY, "COUNTY GUESTS"), OR ANY IHS PERSONNEL), ARISING IN WHOLE OR PART FROM ANY ACT OR OMISSION BY COUNTY OR ANY COUNTY PERSONNEL OR COUNTY GUESTS; provided, that the County shall have no obligation hereunder to IHS for any third party Claims of intellectual property infringement either (i) arising from use by County Personnel or Guests of equipment or software provided by IHS for provision of the Services, where the acts of such County Personnel or Guests are in strict accord with the terms of this Agreement, including full compliance with the terms of any third party or IHS licenses applicable to such equipment or software, or (ii) for acts or omissions of IHS or IHS personnel.

22. INTELLECTUAL PROPERTY RIGHTS RETAINED; CONFIDENTIALITY; OPEN RECORDS REQUESTS

No rights to use or possess any intellectual property of IHS or any third party are granted or transferred to the County by this Agreement except as expressly provided herein or in any license agreements expressly made a part of this Agreement.

Each party shall keep strictly confidential the proprietary or other confidential information of the other that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. COUNTY SHALL USE UTMOST CARE TO ENSURE THAT NO UNAUTHORIZED COPIES OF OR ACCESS TO SOFTWARE AND OTHER INTELLECTUAL PROPERTY PROVIDED BY IHS IN THE PROVISION OF THE SERVICE IS OBTAINED BY UNAUTHORIZED PERSONS.

COUNTY SHALL IMMEDIATELY INFORM IHS IN WRITING OF ANY REQUEST UNDER THE TEXAS PUBLIC INFORMATION ACT ("TPIA") FOR INSPECTION OR COPYING OF ANY INFORMATION, DATA, SOFTWARE OR OTHER INTELLECTUAL PROPERTY OR MATERIALS

be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

27. LIMITATIONS; ATTORNEYS FEES

Any claim concerning the performance of any provision of this Agreement must be brought within one (1) year of the occurrence of the event, whether act or omission, complained of, or be barred. In any action or proceeding to enforce any terms or provisions of this Agreement, to obtain equitable relief (including injunction), or to collect damages, the party prevailing shall be entitled to recover from the other all applicable costs of suit or settlement, including but not limited to filing fees, court costs, expert fees, costs of ADR, and reasonable attorneys fees.

28. CONSTRUCTION

Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.

APPROVALS

IN WITNESS WHEREOF, we have executed this Agreement as of the _____ day of _____, 20___.

COUNTY

BY: _____

NAME PRINTED: Hon. Robert Hebert

TITLE: COUNTY JUDGE

DATE: 10-7-08

IHS

BY: _____

NAME PRINTED: Robert Baird

TITLE: President

DATE: 8/15/8

OF IHS OR ANY OF ITS SUPPLIERS BEING USED IN THE PROVISION OF THE SERVICE OR OTHERWISE LICENSED TO COUNTY BY IHS, AND SHALL TIMELY INITIATE THE REVIEW PROCESS OF THE TEXAS ATTORNEY GENERAL UNLESS EXPRESSLY RELEASED IN WRITING BY IHS FROM THIS OBLIGATION. In the event that disclosure is ultimately required, licensee shall provide, along with access to or any copies of such disclosed materials, a written notice to the recipient that the materials are owned by or licensed to IHS, and are protected by the federal Copyright Act; that recipient is not by virtue of disclosure under the TPIA thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient to civil or criminal penalties. THIS IS A MATERIAL OBLIGATION OF THE COUNTY, AND ANY FAILURE OF THE COUNTY TO COMPLY, FOR WHATEVER REASON, IS GROUNDS FOR IMMEDIATE TERMINATION BY IHS OF THIS AGREEMENT AND ANY ASSOCIATED LICENSES.

23. DISCLAIMER OF WARRANTIES; NO IMPLIED WARRANTIES

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE PERFORMANCE OF OR FITNESS FOR USE FOR ANY PURPOSE OF ANY EQUIPMENT OR SOFTWARE EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. IHS DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO PROVIDE OR ACCESSIBLE THROUGH THE SERVICE WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COUNTY IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA THAT IS THE SUBJECT MATTER OF THE SERVICES, AND IHS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT SUCH DATA.

24. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY'S USE OF THE SERVICE. THE COUNTY'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED IN SECTION 12 HEREOF.

25. FORCE MAJEURE

IHS shall not be responsible for performance hereunder, and its obligation to perform the Services shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God including fire, explosion, storm and other weather events; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or recision of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other harmful agents, or interference with, alteration or destruction of County data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of IHS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until IHS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

26. NO WAIVER OF RIGHTS

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent

ATTACHMENT A
TO DATA PROCESSING SERVICES AGREEMENT

Re: Data Processing Services Agreement between Indigent Healthcare Solutions Ltd. Hereinafter called IHS and **Fort Bend County**, Texas.

The services / programs per Release VII[1] are as follows:

SERVICES / PROGRAMS

- Vendor Management
- Client Management
- Invoice entry for prescriptions
- Invoice entry for anesthesia
- Invoice entry for physician services
- Invoice entry for in-patient care
- Invoice entry for outpatient care
- Monthly updates for Red Book / NDC drug codes
- Annual updates for CPT codes
- Client listings
- Termination listings
- Explanation of benefits (EOB) reporting
- General Ledger totals reports
- Source totals reports
- Pending invoice listings
- Hospital utilization by days
- Amounts paid on clients
- CPT usage reports
- DRG Code Management

This Addendum shall become effective when executed and except as modified herein, all of the terms and conditions of the Data Processing Services Agreement shall remain in full force and effect.

Client: **Fort Bend County**, Texas

By: _____

Name: Hon. Robert Hebert

Title: County Judge

Date: 10-7-08

Indigent Healthcare Solutions

By: _____

Robert Baird

President

Date: 8/15/08

[1] Client shall receive all new software feature updates as available

ATTACHMENT B TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Indigent Healthcare Solutions, Ltd. ("IHS"), with offices located at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("Licensee") to:

Fort Bend County, Texas

(LICENSEE NAME)

Richmond, Texas 77469

(CITY, STATE, ZIP CODE)

("Licensee") to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached Schedule A, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Schedule to this Agreement, one (1) set of user's manuals and related documentation, in machine readable or printed form.

SCHEDULE A

LICENSED PROGRAM	QUANTITY	MONTHS	LICENSE FEE	INSTALLATION LOCATION
Indigent Health Care	9Users	24	$4,201.00	Indigent Health Care

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN IHS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY IHS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN IHS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.

Signed:

Hon. Robert Hebert

[print name]

Date: 10-7-08

For Official Use ONLY

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Indigent Healthcare Solutions ("IHS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this License Agreement remain with IHS and do not pass to Licensee in whole or any part. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets, the unauthorized disclosure of which would cause competitive and actual harm to IHS. For the purposes of this License, the term "Programs" shall include, any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Schedule A hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; and the Programs may be installed on only one (1) computer or server at any given time. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any IHS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by IHS in the provision of any services to Licensee related to or depending on the Programs.

IHS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by IHS or by any third party, (i) are considered by IHS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of IHS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by IHS or on its behalf are and shall remain the sole property of IHS or, if licensed to IHS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of IHS or IHS' licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2. TERM

This license shall be in effect from the date of execution of the associated IHS Data Processing Services Agreement until termination of that Services Agreement, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by IHS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of IHS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of IHS' proprietary information, to return or destroy all copies of the Programs as required herein, to indemnify IHS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, along with any installation and training fees, whether

specified herein or in an associated contract for services by IHS, shall be paid to IHS upon mutual execution of this License Agreement. Any other sums due hereunder shall be payable within ten (10) days of Licensee's receipt of IHS' invoice therefor. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to IHS at its address specified above or at such address as may from time to time be designated by IHS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on IHS' net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide IHS with a copy of the applicable tax exemption certificate.

4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form, are not made available by the Licensee or by any of its employees, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

a. To use the Programs solely at the place of installation specified in this License Agreement.

b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of IHS, except as may reasonably be required for archival or security storage purposes.

c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.

e. To maintain and reproduce IHS' copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which IHS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.

f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of IHS.

g. **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS**

Any modifications or enhancements to the Programs, or any other Program-related material provided by IHS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that IHS has gone to considerable time, trouble and expense to develop the Programs and that IHS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to IHS which may be difficult or impossible to quantify. Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to IHS, IHS shall be entitled to equitable relief including but not limited to temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary and permanent injunctions, to compel strict compliance with the terms of this License. Licensee hereby expressly waives any right it may have to require IHS to post a bond or other security as a prerequisite to obtaining equitable or legal relief, or to request to a court of competent jurisdiction that a bond be imposed for any such relief. Licensee also waives any right to proof of actual or impending actual damage as a prerequisite to IHS obtaining equitable relief.

5. LIMITATION OF LIABILITY

IHS' liability for damages to Licensee, its employees, officers, elected officials, agents or representatives for any cause, claim or action of any kind or character

whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee, and regardless of the form of action, whether in contract or in tort including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will IHS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages, or for punitive or exemplary damages, even if IHS has been made aware of the possibility of such damages, or for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or any act or failure to act of IHS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or IHS' performance or nonperformance under or related to this License Agreement.

6. TERMINATION

Upon termination of the License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices on which a copy may reside (hereinafter, "delete"); and deliver to IHS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control, whether provided by IHS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant to IHS that all copies thereof have been destroyed or returned to IHS as required hereunder. Within ten (10) days of request by IHS, Licensee shall certify in writing to IHS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs including all related materials and copies have been deleted, destroyed or returned to IHS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to IHS or deleted or destroyed and so certified.

IHS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay IHS in full any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. IHS' right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed herein, without the express written consent of IHS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

IHS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against IHS, any relevant IHS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of IHS. Termination on this basis shall be effective on notice in writing to Licensee by IHS, stating the reason for such termination.

7. NO WARRANTY

IHS PROVIDES THE PROGRAM TO LICENSEE "AS IS". IHS MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. IHS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. IHS DOES NOT WARRANT, AND EXPRESSLY

DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8. INDEMNIFICATION

IHS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee's authorized use of the Programs as delivered by IHS; provided, that IHS is given prompt notice by Licensee in writing of any such claim and the right to defend or settle, at IHS' expense and in its sole discretion, any such claims; and further provided, that Licensee fully cooperates with IHS in connection with the defense or settlement of such claims. IHS shall not be obligated to defend such claims but may do so at its sole election.

TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS IHS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND ITS THIRD PARTY LICENSORS, IF ANY, WHICH PROVIDE OR LICENSE TO IHS ANY SOFTWARE OR OTHER PRODUCTS OR MATERIALS USED BY IHS IN THE PROVISION OF THE SERVICES CALLED FOR IN THE ASSOCIATED DATA PROCESSING SERVICES AGREEMENT, OR LICENSED HEREUNDER BY IHS, FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR FOR UNFAIR COMPETITION, OR FOR MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OF TRADE SECRETS OR OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION, WHERE SUCH CLAIM, IN WHOLE OR PART, ARISES FROM OR IS ASSERTED TO BE A RESULT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AND WHERE SUCH ALLEGED ACTS OR OMISSIONS DO NOT COMPLY STRICTLY WITH, OR ARE INCONSISTENT WITH, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR WITH THE TERMS AND CONDITIONS OF ANY IHS OR THIRD PARTY LICENSE OR OTHER AGREEMENT APPLICABLE TO INTELLECTUAL PROPERTY UTILIZED BY LICENSEE IN ITS USE OF THE PROGRAMS, OR UTILIZED BY IHS IN THE PROVISION OF SERVICES TO LICENSEE RELATED TO OR DEPENDENT ON THE PROGRAMS. FOR THE PURPOSES OF THIS PROVISION, "INTELLECTUAL PROPERTY" SHALL INCLUDE ANY AND ALL INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION DATA BASES, APPLICATIONS, OPERATING SYSTEMS OR OTHER SOFTWARE OF ANY KIND, AND ANY DOCUMENTATION THEREOF.

9. REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to IHS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate IHS for such harm, and that injunctive relief directed against Licensee and in favor of IHS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which IHS may be entitled.

Licensee's exclusive remedy hereunder is termination of this License Agreement.

10. MISCELLANEOUS

a. **Assignment.** Licensee's rights in and to the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee or by operation of law or otherwise, without IHS' prior written consent and the execution of a new License Agreement.

b. **Notices.** Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. **Enforcement.** In the event that any provision of this License Agreement is determined to be

invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. **Exclusive Agreement; Modification.** This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. **Public Information Act request.** Should Licensee receive a request under the Texas public information (open records) act for disclosure, access to, or copying of any proprietary information provided by or belonging to IHS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify IHS, including notice in writing and a copy of the said request, so that IHS may determine what steps it may wish to take to protect such information. Unless IHS expressly states to Licensee in writing that it wishes to forgo seeking exemption or exception from such disclosure, Licensee shall have the duty hereunder timely to take all required steps to initiate the process by which to request an opinion from the Texas Attorney General concerning whether such information must be disclosed. Thereupon, Licensee shall promptly notify IHS that such request has been made by Licensee, so that IHS may, at its option and to the extent permitted by law, supplement Licensee's request.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to IHS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the Texas Public Information Act (or any successor statute) thereby authorized to use, copy, or disseminate the materials without the express written consent of IHS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY IHS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. **Costs; Attorneys Fees.** In the event any action is brought by IHS to enforce this License Agreement, IHS shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

g. **Survivability.** The obligations set forth herein shall survive any termination of this License Agreement.

h. **Governing Law.** This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, its choice of laws provisions excepted.

i. **Forum Selection.** Any suit brought by or against IHS under, concerning or related to this License Agreement may be brought only in the State of Texas and jurisdiction and venue for any action arising under or concerning this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in Travis County, Texas state courts or the federal courts of the Western District of Texas, Austin Division.

j. **No Waiver of Rights**
No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. **Construction**
Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise.

l. **Cooperation**
Licensee shall cooperate fully with IHS in the maintenance and protection by IHS of any intellectual property ownership or other rights or interest of IHS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, we have executed this License Agreement as of the _____ day of _____, 20 08 .

Fort Bend County, Texas
[Licensee name]

BY: _____

NAME PRINTED: Hon. Robert Hebert

TITLE: County Judge

DATE: 10-7-08

IHS

BY: _____

NAME PRINTED: Robert Baird

TITLE: President

DATE: 8/15/8

** Addendum to Data Processing Services Agreement **

In accordance with the Terms and Conditions of the Data Processing Services Agreement Contract between **Fort Bend County,** Texas and Indigent Healthcare Solutions Ltd, (IHS), this Addendum shall document the addition, upgrade, and / or modification in services, hardware ownership, maintenance and monthly billing to **Fort Bend County** for Indigent Health Care Services.

For the monthly consideration of $100.00, IHS shall install and update the automated Red Book™ codes for the Fort Bend County.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Fort Bend County, Texas

Hon. Robert Hebert
County Judge

Date: 10-7-08

Indigent Healthcare Solutions Ltd.

Robert Baird
President

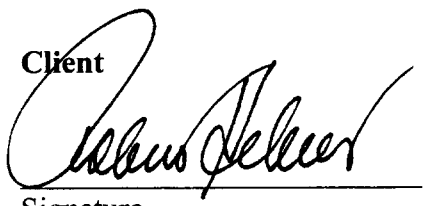
Date: 8/15/08

** CPT Addendum to Data Processing Services Agreement **

If any provision of this Addendum is determined to violate any law or is unenforceable the remainder of the Addendum shall remain in full force and effect.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Client



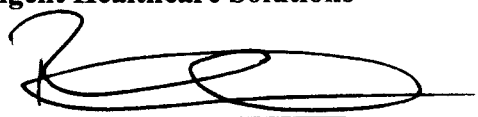
Signature

Hon. Robert Hebert

10-7-08

Date

Indigent Healthcare Solutions



Signature

Robert Baird

8/15/8

Date

** CPT Addendum to Data Processing Services Agreement **

In accordance with the Terms and Conditions of the Data Processing Services Agreement between **Fort Bend County**, Texas herein after referred to as "Client" and Indigent Healthcare Solutions Ltd., this Addendum shall document IHS' licensing to Client updated versions of the Physicians' Current Procedural Terminology CPT™ codes a product of the American Medical Association (AMA), a coding work of nomenclature and codes for the reporting of physician services.

For the consideration of $10.00 per concurrent user, per month, IHS will install and update the most recent CPT™ codes for the Client Indigent Health Care Office.

 # Concurrent Users 9

Monthly License $90.00

CPT™ codes are a copyrighted product of the American Medical Association (AMA). All notices of proprietary rights, including trademark and copyright in CPT must appear on all permitted back up copies

This Addendum is nontransferable, nonexclusive, and is for the sole purpose of internal use by Client, and only in the United States.

CPT™ codes may not be used in any public electronic bulletin board, or public computer based information system (including the Internet and World Wide Web unless subject to the provisions of this Addendum).

Client may not create a derivative product of the CPT™ codes and selling, leasing or licensing it or otherwise making the Electronic Product or any portion thereof available to any unauthorized party.

Client may only make copies of the Electronic Product for back up and / or archival purposes.

Client should ensure that anyone who has authorized access to the electronic product complies with the provisions of this agreement and the Non Exclusive License Agreement.

AMENDMENT TO DATA PROCESSING SERVICES AGREEMENT

This is an amendment ("Amendment") to the Data Services Processing Agreement ("DPSA") by and between Indigent Healthcare Services, Ltd. ("IHS") and Fort Bend County ("County"), effective upon execution through the period ending October 1, 2010.

IHS offers to provide, and County desires to obtain, the additional services described in this Amendment, for which the parties agree as follows:

1. MEDICAID ENROLLMENT STATUS SERVICE

(a) For each Texas Indigent Health Care Act ("Act") client or potential client of County designated by County ("Status Subject"), IHS will determine whether the Status Subject is currently enrolled to receive federal Medicaid assistance ("Medicaid Eligibility Status Services").

(b) County is responsible for providing information regarding Status Subject ("Status Subject Information") that is necessary for the enrollment status determination; IHS is not responsible for collecting or verifying Status Subject Information, or for the accuracy of the Status Subject Information provided by County. The Status Subject Information provided by County for each Status Subject shall include the information identified in **Attachment A** hereto, and such other information or data as may be necessary or appropriate to the provision of such Service from time to time.

(c) Based on the Status Subject Information, IHS will determine by inspection of appropriate Medicaid or other third-party records whether Status Subject is enrolled to receive Medicaid assistance, and will report such status to County within 5 business days of a request by County for such determination.

(d) The fee for the Medicaid Enrollment Status Service shall be fifty cents ($0.50) per determination per Status Subject. Each distinct determination by IHS of a Status Subject's enrollment status shall be considered a separate status service transaction for billing purposes, whether such distinct determinations are a result of requests made by County at different times; sequential requests made by County because previously provided Subject Information was inaccurate, incomplete or otherwise inadequate to permit an enrollment status determination by IHS; or any other reason not the fault of IHS;

(e) IHS will invoice County monthly for Medicaid Enrollment Status Services. Payment by County shall be due at IHS's offices at 2040 North Loop 336, Suite 304, Conroe, Texas 77304, no later than thirty (30) days from the date of the invoice. Failure of County timely to remit payment in full may result in suspension or termination by IHS of this service, at IHS's sole option.

2. NO THIRD-PARTY BENEFICIARIES

(a) THIS AGREEMENT IS NOT INTENDED TO BE, AND SHALL NOT BE OR BE CONSTRUED TO BE, A THIRD-PARTY BENEFICIARY CONTRACT. NO ENROLLMENT SUBJECT IS INTENDED BY EITHER PARTY TO BE, OR SHALL BE, A THIRD-PARTY BENEFICIARY OF THE MEDICAID ENROLLMENT STATUS SERVICE PROVIDED TO COUNTY HEREUNDER

(b) Both parties recognize and agree that County may financially benefit in the form of saved or avoided financial obligations to persons otherwise qualified to be County Indigent Health Care Act clients if such persons are eligible to receive, and are enrolled and do receive, Medicaid assistance. The services to be provided by IHS to County hereunder are intended to be, and are, solely to assist County with regard to meeting its obligations to provide indigent or other health care to county residents under applicable Texas law, and, where feasible, to conserve limited County financial resources available for such purposes by identifying persons eligible for alternative financial and medical assistance under the Medicaid program.

(c) IHS's agreement to provide the services hereunder is solely with County and for its benefit, and IHS's sole obligations hereunder are to County. Any benefit, direct or indirect, that may be conferred on or realized by a Status Subject by reason of or resulting from the Enrollment Status Service provided by IHS to County is purely incidental to IHS's performance of services to County hereunder.

(d) That there are and will be no third-party beneficiaries to this Amendment is a material element of the Amendment, and is a material inducement to IHS to enter into this agreement for services and to provide such services to County, without which IHS would not have agreed to provide such services.

3. TERM; TERMINATION

(a) This Amendment shall have a term commensurate with the term of the DPSA unless earlier terminated under subsection (b) below; and shall terminate automatically and simultaneously upon termination of the DPSA for any reason, unless otherwise agreed in writing by the parties

(b) This Amendment may be terminated by either party at any time by giving at least sixty (60) days' written notice to the other; provided, that if any change in relevant law or regulation makes the service unlawful or would subject either party to potential legal liability of any kind, or would impose on either party legal duties or consequences that, in the sole judgment of that party, render the Service undesirable or infeasible, this Agreement may be terminated immediately. Termination by either party shall not, however, relieve County of its obligation to pay for services rendered prior to the termination, and fees accrued.

(c) If County terminates this Amendment for any reason,
any Medicaid Enrollment Status Service begun by IHS for any Status Subjects as of the date termination notice is received by IHS, IHS shall complete determination of the enrollment status of such Status Subjects, and County shall be responsible for the fee for that service for each such Status Subject.

(d) If IHS terminates this Amendment for any reason,

(i) IHS shall complete any Medicaid Enrollment Status Service requests made by County before the date of termination stated in the termination notice, and County shall remain responsible for associated applicable fees; but

(ii) IHS shall not be required to accept any additional service requests after the time termination notice is given by IHS.

ATTACHMENT A

To Amendment to Data Processing Services Agreement

Name
Address
Telephone
Gender
Date of Birth
Social Security Number
Amount Paid for Fiscal Year
Client Number
Beginning Eligibility Date
Ending Eligibility Date

APPROVALS

IN WITNESS WHEREOF, we have executed this Agreement as of the _____ day of _____, 20___.

COUNTY

BY: _____

NAME PRINTED: Honorable Robert Hebert

TITLE: County Judge

DATE: 10-7-08

~~**IHS**~~

BY: _____

NAME PRINTED: Robert Baird

TITLE: President

DATE: 8/15/8

4. DISCLAIMER OF WARRANTIES

IHS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE MEDICAID ENROLLMENT STATUS SERVICE THAT ARE NOT EXPRESSLY PROVIDED IN THIS AMENDMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE. IHS MAKES NO REPRESENTATIONS REGARDING THE FITNESS FOR USE FOR ANY PURPOSE OF ANY INFORMATION OR DATA PROVIDED TO COUNTY BY IHS IN THE RENDERING OF THE SERVICE. NO ADVICE OR REPRESENTATIONS BY IHS OR IHS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. BECAUSE PERFORMANCE OF THE SERVICE BY IHS DEPENDS ON THIRD-PARTY DATA AND PROCESSES, SUCH AS BUT NOT LIMITED TO U.S. GOVERNMENT DATA AND PROCESSES, AND OTHER THIRD-PARTY ASSISTANCE PROVIDED TO IHS, IHS CANNOT AND DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL BE ACCURATE, CURRENT, UNINTERRUPTED OR ERROR-FREE; AND IN PARTICULAR DOES NOT WARRANT THAT ANY INFORMATION OR DATA ACCESSED BY IHS IN THE PROVISION OF THE SERVICES OR PROVIDED BY IHS TO COUNTY THROUGH THE SERVICE WILL BE ACCURATE OR CURRENT.

5. DISCLAIMER AND LIMITATION OF LIABILITY

NEITHER IHS NOR ANY OF ITS OFFICERS, EMPLOYEES, OWNERS OR OTHER PRINCIPALS, AGENTS OR REPRESENTATIVES, NOR ANY AFFILIATED, PARENT OR SUBSIDIARY ENTITIES, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM COUNTY=S USE OF THE SERVICE OR ANY DATA OR INFORMATION PROVIDED BY IHS. COUNTY=S SOLE REMEDY FOR BREACH OF THIS AMENDMENT AGREEMENT BY IHS SHALL BE TERMINATION AS PROVIDED HEREIN.

6. OTHER TERMS OF DATA PROCESSING

The provisions of the DPSA shall apply to the Services to be provided by IHS hereunder, except to the extent any such DPSA provision conflicts with an express provision of this Amendment, in which case the provision in this Amendment shall control.

[This space intentionally left blank.]

** Addendum to Data Processing Services Agreement **

In accordance with the Terms and Conditions of the Data Processing Services Agreement between the **Fort Bend County**, Texas (Client) and Indigent Healthcare Solutions Ltd., (IHS), this Addendum shall document the addition of integrated photo capture software to the Client Management section of application software.

For the additional monthly consideration of $467.29, IHS shall install integrated photo capture software.

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Fort Bend County, Texas

Hon. Robert Hebert
County Judge

Date: 10/7, 2008

Indigent Healthcare Solutions

Robert Baird
President

Date: 8/15, 2008

** Addendum to Data Processing Services Agreement **

In accordance with the Terms and Conditions of the Data Processing Services Agreement between the **Fort Bend County**, Texas (Client) and Indigent Healthcare Solutions Ltd., (IHS), this Addendum shall document the addition of integrated document imaging[1].

Definitions

An Image Station is a PC or computer-like workstation where a scanner and / or data capture device is used to "scan or image" the likeness / image of a document(s) for the purpose of storing and / or retrieving said image.

Terms

For the additional monthly consideration as defined in Table A, IHS will provide integrated document imaging software on four (4) Image Stations.

IHS will integrate imaging software into its indigent healthcare application software within 45 days from the execution of this addendum by Client.

Table A

Item	Qty	Recurring Cost	One Time Cost	Recurring Monthly
ScanStation License Fee	4	$349.00	$0.00	$1,396.00
Implementation Fee	1	$0.00	$3,000.00	$0.00
Monthly Software License Fee	1	$407.00	$0.00	$407.00
Recurring Monthly				**$1,803.00**

This Addendum shall become effective when executed and except as modified herein, all of the Terms and Conditions of the aforementioned Data Processing Services Agreement shall remain in full force and effect.

Fort Bend County, Texas

Hon. Robert Hebert
County Judge

Date: 10/7, 2008

Indigent Healthcare Solutions

Robert Baird
President

Date: 8/15, 2008

[1] Client or its agent(s) will be responsible for all hardware and networking acquisitions and installation necessary for this project.

~~E~~, 31 A, B

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 9-29-2008	**Submitted By: Yvette R. Maldonado**
	Department: Public Transportation
Court Agenda Date: 10-7-2008	**Phone Number: 281-633-7433 Ext 5**

SUMMARY OF ITEM:

1) Approve Contract Amendment No 2 for Section 5311 Rural Transportation Program Contract No. 51812F7098, State Project No. RPT 0803(12)31, to amend project budget with no additional local match.
2) Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit FY09 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0901(12), Contract No. 51912F7019 to the Texas Department of Transportation to receive State Funds in the amount of $76,420, with no local match required through August 31, 2009.
3) Take all appropriate action to authorize the County Judge to sign and the Transportation Director to submit FY08 Rural Section 5311 Project Grant Agreement, State Project No. RPT 0805(12)30, Contract No. 51812F7259 to the Texas Department of Transportation to receive Federal Discretionary Funds in the amount of $63,205 with a local match of $39,350 through August 31, 2009. (Fund: FY09 Transportation , Allocation)

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

List Supporting Documents Attached:

1) **Contract Amendment**
2) **State Project Grant Agreement (Back-Up not attached)**
3) **Federal Project Grant Agreement**
4) **Budget Transfer for Federal Discretionary Grant (Cty Fy09)**
5) **Budget Transfer for Federal 5307 Grant (Cty Fy08)**

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ **NO** ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

SUBRECIPIENT: **Fort Bend County**
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT - STATE
PROJECT GRANT AGREEMENT #.: **RPT 0901(12)**
STATE PROJECT: 51912F7019
MASTER GRANT AGREEMENT #: 517XXF7019

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

STATE/LOCAL PUBLIC TRANSPORTATION FISCAL YEAR 2009 PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and **Fort Bend County**, hereinafter called the "Subrecipient."

WITNESSETH

WHEREAS, 49 U.S.C. Section 5311, provides that eligible recipients may receive federal funds through the Rural Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to enhance the access of persons living in rural areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code, Chapter 456; and,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Rural Public Transportation Grant Program, to administer a statewide Rural Public Transportation Grant Program, and to provide state funds to match federal funds; and,

WHEREAS, the Subrecipient submitted a Fiscal Year 2009 Grant Application, Part I (GA Part I) for state financial assistance for a rural public transportation project generally including training, technical assistance, research, or support services related to public transportation in nonurbanized areas, and the Texas Transportation Commission approved the application by Minute Order Number 111394 ; and,

WHEREAS, the Subrecipient must execute a GA Part I at the start of each fiscal year grant period for consideration for new state grants; and,

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Subrecipient hereto agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **September 1, 2008** whichever is later. This PGA shall remain in effect until **August 31, 2009** unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I to the State. The time period of

10-8-08 copy received

this PGA cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project described in the GA Part I and/or the attached Attachment A - Approved Project Description (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Subrecipient shall carryout the public transportation project described in the GA Part I and the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line item(s) referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **$76,420.00** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

Delvin L. Dennis, P.E., Interim District Engineer
Houston District
Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in the MGA Article 1, Grant Time Period.

ARTICLE 5. SUCCESSORS AND ASSIGNS

The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 6. LEGAL CONSTRUCTION

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

ARTICLE 7. PRIOR AGREEMENTS

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 8. INCORPORATION OF PROVISIONS.

Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 9. SIGNATORY WARRANTY

The undersigned signatory for the Subrecipient hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS	**FORT BEND COUNTY**
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.	**By:** _____ Signature of Authorized Officer Robert E. Hebert Typed, Printed or Stamped Name **Title:** County Judge **Date:** 10-7-08
By: _____ Gabriel Y. Johnson, P.E., **Title:** Interim Director of District Transportation Planning, Houston District Signing for: Delvin L. Dennis, P.E. Interim District Engineer, Houston District **Date:** _____	

List of Attachments

A - Approved Project Description
B - Master Budget Page

ATTACHMENT A

APPROVED PROJECT DESCRIPTION

The application for State assistance, as submitted to the State, is hereby incorporated into this agreement as the project description.

[Insert a Narrative Project Description]

ATTACHMENT A

PROJECT DESCRIPTION

FORT BEND COUNTY

FY09 STATE FUNDING GRANT

DEMAND RESPONSE:

FORT BEND COUNTY CURRENTLY OFFERS SHARED RIDE DEMAND RESPONSE SERVICES TO THE RESIDENTS OF FORT BEND COUNTY. TRANSPORTATION SERVICES ARE OPEN TO THE GENERAL PUBLIC AND PROVIDE TRIPS WITHIN FORT BEND COUNTY AND TRIPS TO THE HOUSTON MEDICAL CENTER.

RESERVATIONS CAN BE MADE UP TO 30-DAYS IN ADVANCE OR NO LATER THAN ONE (1) BUSINESS DAY PRIOR TO THT APPOINTMENT TIME. RESERVATIONS ARE ACCEPTED BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. MONDAY THROUGH FRIDAY EXCLUSING COUNTY HOLIDAYS. RIDES ARE SCHEDULED FOR FIRST DROP-OFF BY 8 A.M. AND LAST PICK UP AT 5 P.M. TRANSPORTATION SERVICES ARE PROVIDED MONDAY THROUGH FRIDAY EXCLUDING COUNTY HOLIDAYS.

TRIP FARES ARE $1.00 PER PERSON EACH WAY. THIS IS A CURB-TO-CURB SERVICE; HOWEVER, PERSONS WITH DISABILITIES CAN REQUEST DOOR TO DOOR SERVICE.

COMMUTER SERVICE

FORT BEND COUNTY ALSO OFFERS COMMUTER SERVICES KNOWN AS TREK EXPRESS. SERVICES ARE OFFERED VIA TWO ROUTES SERVING THE GREENWAY PLAZA AND GALLERIA AREAS OF HOUSTON.

SERVICES START IN SUGAR LAND ALONG THE HIGHWAY 59 CORRIDOR WITH THE FIRST STOP AT THE UNIVERSTIY OF HOUSTON, SUGAR LAND PARK AND RIDE, AND ANOTHER AT THE AMC THEATRE PARKING LOT LOCATED AT FIRST COLONY MALL. THE GREENWAY PLAZA ROUTE OFFERS CONNECTIONS TO THE HOUSTON METRO SYSTEM VIA A STOP AT METRO'S WEST BELLFORT PARK AND RIDE LOT.

BUSES LEAVE SUGAR LAND FOR HOUSTON ON WEEKDAYS BETWEEN THE HOURS OF 5:10 A.M. AND 8:10 A.M. AND RETURN TRIPS FROM HOUSTON TO SUGAR LAND RUN BETWEEN THE HOURS OF 3:15 P.M. AND 6:40 P.M. SERVICES ARE NOT OFFERED ON COUNTY HOLIDAYS.

CASH FARES ARE $2.25 EACH WAY INTO GREENWAY PLAZA/GALLERIA AND $1.00 EACH WAY TO THE WEST BELLFORT PARK AND RIDE LOT. DISCOUNTED TICKET BOOKS ARE ALSO AVAILABLE FOR PURCHASE.

FOR MORE INFORMATON REGARDING SERVICES, CONTACT (281) 633-7433 (RIDE).

ATTACHMENT B

MASTER BUDGET PAGE

[Insert Electronic Budget Page]

Fort Bend County Transportation Program 5311 Rural Transit Request FY08 Federal Grant 51812F7098, RTP 0803(12)31 Amendment No. 2 FY09 State Grant 51912F7019, RTP 0901(12) Revised Line Item Budget Submitted to TxDOT 9-10-08		FY08 Federal EFF 2/5/2008 EXP 8/31/2009 Fed	FY09 State Eff: 9/1/08 Exp: 8/31/09 State	Local	TDC
CAPITAL	**8%**	**58.00%**	**25%**	**17%**	
COMPUTER HARDWARE	$ 136	$ 79	$ 34	$ 23	
COMPUTER SOFTWARE	$ 40	$ 23	$ 10	$ 7	
COMPUTER SOFTWARE MAINTENANCE	$ 1,312	$ 761	$ 328	$ 223	
PURCHASE OF SERVICE - CCC	$ 87,379	$ 50,680	$ 21,845	$ 14,854	
TYPE III VEHICLE	$ *76,050*	$ 65,000	$ -	$ -	$ 11,050
TOTAL CAPITAL BUDGET	$ 164,917	$ 116,543	$ 22,217	$ 15,107	$ 11,050
ADMINISTRATIVE	**8%**	**58.00%**	**25%**	**17%**	
SALARY / WAGES	$ *19,628*	$ 11,384	$ 4,907	$ 3,337	
SALARY / WAGES - PART TIME	$ *1,821*	$ 1,056	$ 455	$ 310	
FRINGE	$ *7,998*	$ 4,639	$ 2,000	$ 1,359	
EMPLOYMENT AGENCY	$ 400	$ 232	$ 100	$ 68	
TRAVEL	$ *930*	$ 539	$ 233	$ 158	
FURNITURE & EQUIPMENT < $500	$ 200	$ 116	$ 50	$ 34	
NEWSPAPER ADS	$ 6	$ 3	$ 2	$ 1	
PERIODICALS / BOOKS	$ 8	$ 5	$ 2	$ 1	
MEMBERSHIP DUES	$ 320	$ 186	$ 80	$ 54	
CONSULTANT TRANSPORTATION	$ 59,968	$ 34,781	$ 14,992	$ 10,195	
TOTAL PLANNING BUDGET	$ 91,279	$ 52,941	$ 22,821	$ 15,517	$ -
OPERATING	**8%**	**49.621%**	**23.734%**	**26.65%**	
PURCHASE OF SERVICE	$ 109,899	$ 54,533	$ 26,083	$ 29,283	
SALARY / WAGES	$ *11,513*	$ 5,713	$ 2,733	$ 3,067	
SALARY / WAGES - PART TIME	$ *313*	$ 155	$ 75	$ 83	
FRINGE	$ *4,911*	$ 2,437	$ 1,166	$ 1,308	
EMPLOYMENT AGENCY	$ 400	$ 198	$ 95	$ 107	
CONSUMABLES	$ 800	$ 397	$ 190	$ 213	
EQUIPMENT REPAIR & MAINTENANCE	$ 800	$ 397	$ 190	$ 213	
TRAVEL	$ *1,378*	$ 684	$ 327	$ 367	
TELEPHONE	$ 1,053	$ 523	$ 250	$ 280	
PARK & RIDE LOT MAINTENANCE	$ 1,152	$ 572	$ 273	$ 307	
GROSS OPERATING BUDGET	$ 132,219	$ 65,609	$ 31,382	$ 35,228	$ -
Fares	$ 14,497	$ 14,497			
NET OPERATING BUDGET	$ 117,722	$ 51,112	$ 31,382	$ 35,228	$ -
Total Budget	$ 373,918	$ 220,596	$ 76,420	$ 65,852	$ 11,050

Public Transportation Budget-Attachment B

AS PER ORIGINAL

Fort Bend County

Texas Department of Transportation

Select Fiscal Year—> FY 2009

Section I: Project Identification

Legend	Federal Share Calculator
Totals	
DropDowns	
Locked Cell	
Data Entry	
Title Cells	

Texas Department of Transportation

	§5311		
	Federal	State	Local
Project #		RTP 0901(12	
Grant #		51912f7019	
Start Date			
End Date			
Entry Date		09/04/08	

Section II: Capital Costs				§5311			
Description	A.L.	Quantity & Fuel Type	Total of All Programs	Federal	State	Local	Total
Acquisition- Acquisitioned Hardware	11.42.07		34		34		34
Acquisition- Acquisitioned Software	11.42.08		10		10		10
Acquisitions- Communications Syst	11.62.02		328		328		328
Preventive Maintenance	11.7A.00						
Purchase of Service	11.71.13		21,845		21,845		21,845
Preventive Maintenance 5310 Only	11.7A.00						
Purchase of Service 5310 Only	11.71.13						
All Other 5310 Capital					-		
		Capital Subtotal	22,217		22,217		22,217

Section III: Planning/ Admin. Costs	Federal	State	Local	Total
Administration Costs		22821		22,821
Planning Costs				
Total Admin/Planning Costs		22,821		22,821

Section IV: Operating Costs	Federal	State	Local	Total
Gross Operating		31,382		31,382
Farebox Revenue				
Net Operating		31,382		31,382

Total Transit Budget		§5311		5311
	Total	Federal	State	Local	Total
Total Transit Budget	76,420	-	76,420	-	76,420

Section VI: Summary

Source of Local Funds	Amount
Total of Local Funds	

Additional Comments

SUBRECIPIENT: **Fort Bend County**
STATE/LOCAL PUBLIC TRANSPORTATION (SECTION 5311) GRANT AGREEMENT
PROJECT GRANT AGREEMENT #: **51812F7259**
STATE PROJECT #: **RPT 0805(12) 30**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

STATE/LOCAL RURAL PUBLIC TRANSPORTATION FISCAL YEAR 2008_ PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State," and **Fort Bend County**, hereinafter called the "Subrecipient."

WITNESSETH

WHEREAS, 49 U.S.C. Section 5311, provides that eligible recipients may receive federal funds through the Rural Public Transportation Grant Program, a federal assistance program administered by the Federal Transit Administration to enhance the access of persons living in rural areas to health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of passenger transportation systems; and,

WHEREAS, Transportation Code, Chapter 455, authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code, Chapter 456; and,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation (State) to receive federal funds under the Rural Public Transportation Grant Program, to administer a statewide Rural Public Transportation Grant Program, and to provide state funds to match federal funds; and,

WHEREAS, the Subrecipient submitted a Fiscal Year 2008 Grant Application, Part I (GA Part I) for state financial assistance for a rural public transportation project generally including training, technical assistance, research, or support services related to public transportation in nonurbanized areas, and the Texas Transportation Commission approved the application by Minute Order Number 111398; and,

WHEREAS, the Subrecipient must execute a GA Part I and a Fiscal Year 2008 Grant Application, Part II (GA Part II) each fiscal year grant period for consideration for new state and/or federal grants.

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the State and the Subrecipient hereto agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **July 1, 2008**, whichever is later. This PGA shall remain in effect until **August 31, 2009** unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the GA Part I to the State. The time period of this PGA

10-8-08 copy received

cannot be extended past the MGA without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

The Subrecipient shall commence, carry out and complete the public transportation project described in the GA Part I and/or the attached Attachment A - Approved Project Description (Attachment A), with all practicable dispatch, in a sound, economical and efficient manner.

The Subrecipient shall carryout the public transportation project described in the GA Part I and the Attachment A in accordance with all of the documents associated with the MGA, and with all applicable federal and state laws and/or regulations.

If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line item(s) referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is **$63,205 .00** provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B - Master Budget Page.

The original and one copy of the invoice is to be submitted to the following address:

Delvin L. Dennis, P.E.,
Interim District Engineer
Texas Department of Transportation
P.O. Box 1386
Houston, Texas 77251-1386

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost or duration of the project authorized herein shall be enacted by written amendment approved by the parties hereto before additional work may be performed or additional costs incurred. Any amendment so approved must be executed by both parties within the grant period specified in the MGA Article 1, Grant Time Period.

ARTICLE 5. SUCCESSORS AND ASSIGNS

The Subrecipient binds themselves, their successors, assigns, executors and administrators in respect to all covenants of this agreement. The Subrecipient shall not sign, sublet or transfer their interest in this agreement without the written consent of the State.

ARTICLE 6. LEGAL CONSTRUCTION

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

ARTICLE 7. PRIOR AGREEMENTS

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the public transportation grant specifically authorized and funded under this agreement.

ARTICLE 8. INCORPORATION OF PROVISIONS.

Attachments are attached hereto and incorporated into this contract as if fully set forth herein.

ARTICLE 9. SIGNATORY WARRANTY

The undersigned signatory for the Subrecipient hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this agreement and that he or she has full and complete authority to enter into this agreement on behalf of the organization.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE STATE OF TEXAS	**FORT BEND COUNTY**
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.	
By: _____ Gabriel Y. Johnson, P.E.,	**By:** _____ Signature of Authorized Officer
Title: Interim Director of District Transportation Planning, Houston District Signing for: Delvin L. Dennis, P.E. Interim District Engineer, Houston District	Robert Hebert Typed, Printed or Stamped Name
	Title: County Judge
Date: _____	**Date:** 10-7-08

List of Attachments

A - Approved Project Description

B - Master Budget Page

ATTACHMENT A

APPROVED PROJECT DESCRIPTION

The application for State and Federal assistance, as submitted to the State, is hereby incorporated into this agreement as the project description.

[Insert a Narrative Project Description]

ATTACHMENT A

PROJECT DESCRIPTION

FORT BEND COUNTY

FY08 FEDERAL DISCRETIONARY FUNDING

DEMAND RESPONSE:

FORT BEND COUNTY CURRENTLY OFFERS SHARED RIDE DEMAND RESPONSE SERVICES TO THE RESIDENTS OF FORT BEND COUNTY. TRANSPORTATION SERVICES ARE OPEN TO THE GENERAL PUBLIC AND PROVIDE TRIPS WITHIN FORT BEND COUNTY AND TRIPS TO THE HOUSTON MEDICAL CENTER.

RESERVATIONS CAN BE MADE UP TO 30-DAYS IN ADVANCE OR NO LATER THAN ONE (1) BUSINESS DAY PRIOR TO THT APPOINTMENT TIME. RESERVATIONS ARE ACCEPTED BETWEEN THE HOURS OF 8 A.M. AND 5 P.M. MONDAY THROUGH FRIDAY EXCLUSING COUNTY HOLIDAYS. RIDES ARE SCHEDULED FOR FIRST DROP-OFF BY 8 A.M. AND LAST PICK UP AT 5 P.M. TRANSPORTATION SERVICES ARE PROVIDED MONDAY THROUGH FRIDAY EXCLUDING COUNTY HOLIDAYS.

TRIP FARES ARE $1.00 PER PERSON EACH WAY. THIS IS A CURB-TO-CURB SERVICE; HOWEVER, PERSONS WITH DISABILITIES CAN REQUEST DOOR TO DOOR SERVICE.

COMMUTER SERVICE

FORT BEND COUNTY ALSO OFFERS COMMUTER SERVICES KNOWN AS TREK EXPRESS. SERVICES ARE OFFERED VIA TWO ROUTES SERVING THE GREENWAY PLAZA AND GALLERIA AREAS OF HOUSTON.

SERVICES START IN SUGAR LAND ALONG THE HIGHWAY 59 CORRIDOR WITH THE FIRST STOP AT THE UNIVERSTIY OF HOUSTON, SUGAR LAND PARK AND RIDE, AND ANOTHER AT THE AMC THEATRE PARKING LOT LOCATED AT FIRST COLONY MALL. THE GREENWAY PLAZA ROUTE OFFERS CONNECTIONS TO THE HOUSTON METRO SYSTEM VIA A STOP AT METRO'S WEST BELLFORT PARK AND RIDE LOT.

BUSES LEAVE SUGAR LAND FOR HOUSTON ON WEEKDAYS BETWEEN THE HOURS OF 5:10 A.M. AND 8:10 A.M. AND RETURN TRIPS FROM HOUSTON TO SUGAR LAND RUN BETWEEN THE HOURS OF 3:15 P.M. AND 6:40 P.M. SERVICES ARE NOT OFFERED ON COUNTY HOLIDAYS.

CASH FARES ARE $2.25 EACH WAY INTO GREENWAY PLAZA/GALLERIA AND $1.00 EACH WAY TO THE WEST BELLFORT PARK AND RIDE LOT. DISCOUNTED TICKET BOOKS ARE ALSO AVAILABLE FOR PURCHASE.

FOR MORE INFORMATON REGARDING SERVICES, CONTACT (281) 633-7433 (RIDE).

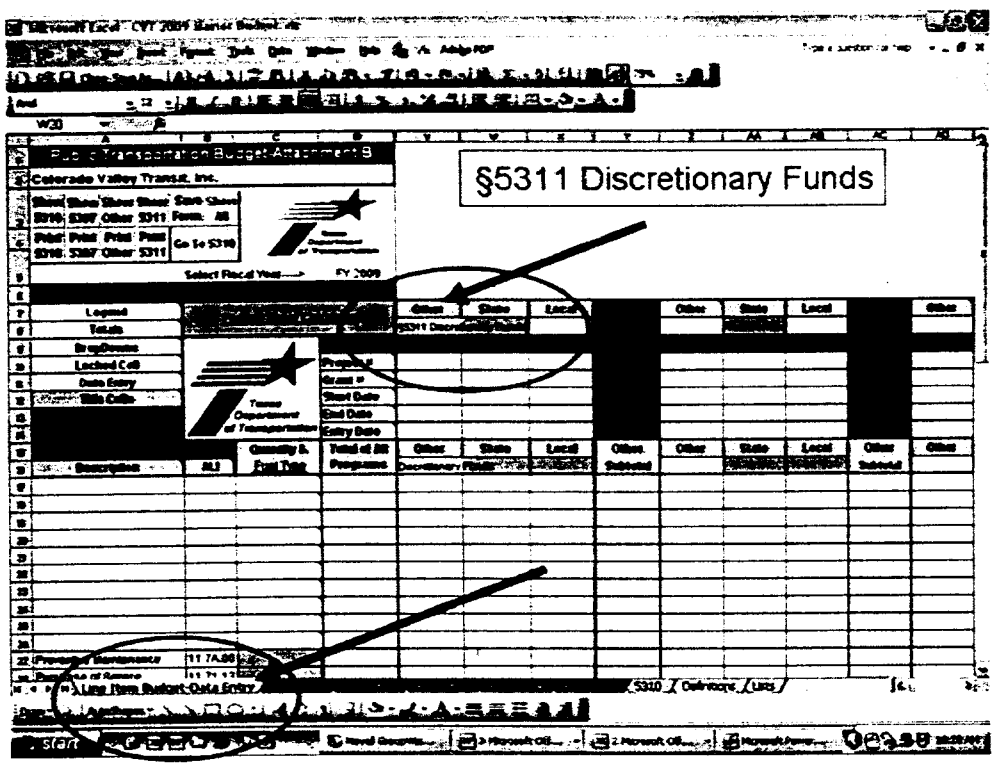
ATTACHMENT B

AS PER ORIGINAL

MASTER BUDGET PAGE

[Insert Budget Page]

NOTE: As these funds are §5311 Discretionary Funds, enter the data for these grants on the *Line Item Budget-Data Entry Page*, on the *Other* tab as illustrated below.



AS PER ORIGINAL

Fort Bend County Transportation Program
Rural Transit Request
Add'l Federal Discretionary Funding
FY08 Federal Grant 51812F7259, State Project No. RPT 0805(12)30
Line Item Budget - Dated 9-22-08

	Total	Federal	Local	
CAPITAL	**8%**	**80.00%**	**20%**	100%
PURCHASE OF SERVICE - CCC	$ 41,422	$ 33,138	$ 8,284	
TOTAL CAPITAL BUDGET	$ 41,422	$ 33,138	$ 8,284	
OPERATING	**8%**	**50.000%**	**50.00%**	100%
PURCHASE OF SERVICE	$ 62,133	$ 31,067	$ 31,066	
GROSS OPERATING BUDGET	$ 62,133	$ 31,067	$ 31,066	
Fares	$ 1,000	$ 1,000		
NET OPERATING BUDGET	$ 61,133	$ 30,067	$ 31,066	

Public Transportation Budget-Attachment B

Select Fiscal Year → FY 20__

Federal Share Calculator

Totals	
DropDowns	
Locked Cell	
Data Entry	
Title Code	

Texas Department of Transportation

Project #	
Grant #	
Start Date	
End Date	
Entry Date	

	Other	State	Local		Other	State	Local		Other	State	Local		Other	State	Local	
	§5311 Discretionary Funds		TDCs		§5311 Discretionary Funds		Other									
Project #																
Grant #																
Start Date																
End Date																

Section II Capital Costs		Quantity & Unit Type	Total of All Programs	Other	State	Local	Other Subtotal	Other	State	Local	Other Subtotal	Other	State	Local	Other Subtotal	Other	State	Local	Other Subtotal
				§5311 Discretionary Funds				§5311 Discretionary Funds											
Replace Bus	11.12.04																		
Acquisition Associated Capital Maint	11.42.07																		
Acquisition Associated Capital Maint	11.42.08																		
Bus Rehab & Replace	11.23.04																		
Acquisition Miscellaneous Equipment	11.42.06																		
Acquisition Communications Equipment	11.42.05																		
Preventive Maintenance	11.7A.00																		
Purchase of Service	11.71.13																		
Capital Subtotal																			

Section III Planning/Admin. Costs	Other	State	Local	Subtotal	Other	State	Local	Subtotal	Other	State	Local	Subtotal	Other	State	Local	Subtotal
Administration Costs																
Planning Costs																
Total Admin./Planning Costs																

Section IV Operation Costs	Other	State	Local	Subtotal	Other	State	Local	Subtotal	Other	State	Local	Subtotal	Other	State	Local	Subtotal
Gross Operating																
Farebox Revenue																
Net Operating																

Total Transit Budget	Other	State	Local	Subtotal	Other	State	Local	Subtotal	Other	State	Local	Subtotal	Other	State	Local	Subtotal
				§5311 Discretionary Funds												
Total Transit Budget																

	Total
Total Transit Budget	

Section VI Summary

Source of Local Funds	Amount
Total of Local Funds	

8/28/2008

AS PER ORIGINAL

3/C

IN THE MATTER OF TRANSFERRING OF BUDGET SURPLUS OF FORT BEND COUNTY FOR THE YEAR 2009

On this the 7th day of October 2008, the Commissioners' Court, with the following members being present:

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

The following proceedings were had, to-writ,

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

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

The following transfers to said budget are hereby authorized:

Department Name: Public Transportation Dept. #: 6101a

TRANSFER TO:

LINE-ITEM NAME	LINE-ITEM NUMBER	AMOUNT
Purchase of Service	100610999-23000	$ 103.555

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

4520 Reading Road
Rosenberg TX 77471

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

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

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Commissioners Court on October 7, 2008

Regular Agenda:

1. Take all appropriate action on amendment to the agreement with Weatherproofing Technologies to provide roofing services at the George Memorial Library utilizing The Cooperative Purchasing Network contract R4812 in an amount not to exceed $7,118.32. (Funding: Facilities P418B-06GMLIBRY 73241888). 32A

2. Take all appropriate action on Bid 09-015. 32B

3. Take all appropriate action on two month extension of Bid 06-074 Newspaper publication. 32C

rm1907

32A

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL ROOFING PRODUCTS AND SERVICES

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its County Commissioners Court, hereinafter referred to as "County," and Weatherproofing Technologies, Inc., a subsidiary of Tremco Incorporated, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, on May 6, 2008, County and Contractor entered an "Agreement for Professional Roofing Products and Services," hereinafter referred to as "the Agreement," for the George Memorial Library located in Richmond, Fort Bend County, Texas; and,

WHEREAS, the services provided by Contractor under this Agreement have been acquired through The Cooperative Purchasing Network (TCPN), Contract Number R4812, and therefore is exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended as follows:

A. An additional amount not-to-exceed **$7,118.32** (Seven Thousand One Hundred Eighteen and 32/100ths) shall be available to retrofit all plastic trim with new Type 304 stainless trim components in connection with the Project. *See* Exhibit A attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.

B. Section 3.01: For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section IX, County shall pay to Contractor an amount not to exceed $537,279.32, including all expenses.

C. Section 9.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $537,279.32, including all expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

D. Section 9.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $537,279.32.

E. No additional funding shall be available for services provided under the Agreement without prior written consent of the Fort Bend County Commissioners Court.

10-15-08 3 Origs. rec't. to Cheryl at Purchasing

F. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

EXECUTION

This First Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

By: _____ Date: 10-7-08
Robert E. Hebert, County Judge

ATTEST:

_____
Dianne Wilson, County Clerk

APPROVED:

By: _____ Date: 9.30.08
Don Brady, County Facilities
Management & Planning Director

CONTRACTOR:
WEATHERPROOFING TECHNOLOGIES, INC.
A SUBSIDIARY OF TREMCO INCORPORATED

_____ Date: Sept. 29, 2008
David M. Naber,
Principal Consultant

MER:Tremco.Weatherproofing Technologies.GML.First Amendment.3821(03292008)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $537,279.32 to accomplish and pay the obligation of the Fort Bend County under this contract.

_____
Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: August 13, 2008 letter from Contractor

EXHIBIT A

WEATHERPROOFING TECHNOLOGIES, INC.
a subsidiary of Tremco Incorporated
2210 Bens View Trail, Kingwood, Texas 77339

David M. Naber
281 358.4957 office
281 358.2152 fax
dnaber@tremcoinc.com

August 13, 2008

Mr. James Knight
Fort Bend County Texas
1402 Band Road, Ste 100
Rosenberg, Texas 77471

Dear Mr. Knight,

I am writing to provide an outline of our recent conversations regarding the closure of the George Memorial Library Roofing & Building Envelope Project

As you are aware, the final inspection was performed on August 7th, 2008 at which time we reviewed the failing plastic trim at the front entryway. You have requested an additional proposal for the replacement of these details. To complete this task, we recommend the mechanical attachment of specially fabricated Type 304 stainless steel trim within these areas

The contract sum included an unknown conditional allowance contingency sum of $ 10,000.00 To date a total of $ 7,500.00 was used for the lowering of the existing drain assemblies necessary to provide suitable drainage. This leaves a remaining balance of $ 2,500.00. Please note the following options:

1. Retrofit all plastic trim with new Type 304 stainless trim components
   a. Add $ 7,118.32 to the contract.
2. Retrofit only the failed plastic trim (1 area that has resulted in a hole with birds nest) with new Type 304 stainless trim components.
   a. No contractual change.
3. Do not repair any of the failed plastic trim.
   a Deduct $ 2,500.00 from the contract which brings the unknown conditional allowance contingency to a net zero balance.

Cost estimates were priced in accordance with the terms; conditions and criteria established by The Cooperative Purchasing Network. Prudent levels of expert supervision and personal lift equipment has been included. Please let me know how you would like to proceed Thank you.

Sincerely,

David M. Naber
Tremco, Incorporated

cc Gary Johnson W.T.
Ray White, W.T.

An RPM Company

FM1463

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

AGREEMENT FOR PROFESSIONAL ROOFING PRODUCTS AND SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its County Commissioners Court, hereinafter referred to as "County," and Weatherproofing Technologies, Inc., a subsidiary of Tremco Incorporated, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires Contractor provide professional roofing services for the George Memorial Library located in Richmond, Fort Bend County, Texas, and Contractor represents that it is qualified and desires to perform such services; and,

WHEREAS, the services provided by Contractor under this Agreement have been acquired through The Cooperative Purchasing Network (TCPN), Contract Number R4812, and therefore is exempt from competitive bidding under Chapter 262, TEXAS LOCAL GOVERNMENT CODE; and,

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I
SCOPE OF AGREEMENT

Contractor agrees to perform professional roofing services for replacement of the roofing system(s) at the George Memorial Library in Richmond, Fort Bend County, Texas, hereinafter referred to as the "Project" and for having rendered such services, the County agrees to pay to the Contractor compensation as stated herein.

SECTION II
CHARACTER AND EXTENT OF SERVICES

2.01 Contractor shall provide the services detailed in Exhibit A, March 3, 2008 proposal from Contractor, including roof diagrams and roofing details, attached hereto and incorporated by reference as if set forth herein verbatim.

2.02 Contractor agrees to complete the services called for in Exhibit A within 75 calendar days from the date of this Agreement.

SECTION III
THE CONTRACTOR'S COMPENSATION

3.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section IX, County shall pay to Contractor an amount not to exceed $530,161.00, including all expenses.

3.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.

SECTION IV
TERMINATION

4.01 County may terminate this Agreement at any time by providing thirty (30) days written notice to Contractor.

4.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

4.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

4.04 County shall then pay the Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

4.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION V
INSURANCE AND BONDS

5.01 Contractor shall obtain and keep in full force and effect until completion of the Project the insurance coverages hereinafter specified herein. Such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

5.02 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Contractor as the named insured and County as additional insured with the following coverages and limits:

A. General Aggregate	$2,000,000
B. Products Completed Operation – Aggregate	$2,000,000
C. Personal Advertising Injury Limit	$1,000,000
D. Each Occurrence Limit	$1,000,000
E. Fire Damage Limit (any one fire)	$50,000
F. Medical Expense Limit (any one person)	$5,000

5.03 Such insurance shall contain blanket contractual coverage, shall be written on Insurance Services Offices approved occurrence form and shall also provide the following protection:

A. premises/operations coverage;

B. broad form property damage liability coverage
C. completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
D. XCU coverage;
E. independent contractors and employees as additional insureds;
F. contractual liability coverage.

5.04 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Project, with Contractor as the named insured, and County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than $1,000,000 per occurrence.

5.05. Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas state coverage for all persons or entities employed by Contractor and all subcontractors in connection with the Project, with employer's liability insurance of not less than $1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of the County.

5.06. Umbrella Liability Insurance. Umbrella liability insurance naming Contractor as the named insured and County as additional insured, in an amount not less than $5,000,000 per occurrence and in the aggregate.

5.07. Worker's Compensation Special Requirements. In regard to Worker's Compensation Insurance the following special requirements shall apply. All parties working on the Project shall maintain Worker's Compensation as required by Texas law.

(A) Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

(B) Duration of the Project - includes the time from the beginning of the Project until Contractor's work on the Project has been completed and accepted by County.

(C) Persons providing services on the Project. ("Subcontractor" in section 406.096 of the Texas Labor Code) includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent general contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(D) Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets

the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

(E) Contractor must provide a certificate of coverage to County prior to the commencement of work on the Project.

(F) If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

(G) Contractor shall obtain from each person providing services on the Project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(H) Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

(I) Contractor shall notify County in writing by certified mail or personal delivery, within 10 days after Contractor knows or should know, of any change that materially affect the provision of coverage of any person providing services on the project.

(J) Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. (This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.)

5.08 Every policy referred to in this Agreement shall (i) provide that no material change, cancellation or termination shall be effective until at least 30 days after written notice thereof has been received by Contractor and County; (ii) provide that such insurance shall not be invalidated by any act or negligence of Contractor or County, or any subcontractors or any person or entity having an interest in the Project, nor by any foreclosure or other proceedings or notices thereof relating to the Project, nor by any change in title to or ownership of the Project; and (iii) include a waiver of all rights of subrogation in favor of Contractor and County.

5.09 All insurance required by any provision of this Agreement shall be in such form and shall be issued by such responsible companies licensed and authorized to do business in the State of Texas as are acceptable to Contractor. Any insurance company rated at least "A" as to management and at least "Class XII" as to financial strength in the latest addition of Best's Insurance Guide, published by Alfred M. Best Co., Inc., 75 Fulton Street, New York, New York (or any successor publication of comparable standing) shall be deemed a

responsible company and acceptable to Contractor.

5.10 Prior to commencement of work on the Project, Contractor shall furnish insurance certificates evidencing the coverages required under this Agreement to County, which shall clearly indicate that the insurance required to be obtained hereunder has been obtained in the type, amount and classification as herein required. County shall have the right, upon prior notice and during business hours, to review certified true copies of the insurance policies maintained pursuant to this Agreement.

5.11 Contractor shall furnish a payment bond with good and sufficient surety or sureties payable to County and intended for the use and protection of all contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work on the Project. Contractor shall also provide a performance bond with good and sufficient surety or sureties for the faithful performance of the Agreement and to indemnify County for damages occasioned by a failure to perform the work on the Project or for failure to perform the work on the Project within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of County.

A. The surety must be one that is licensed to do business in the State of Texas, and must be acceptable to County. Each bond shall be in an amount equal to 100% of Contractor's compensation.

B. Bond Requirements. The performance bond and payment bond shall identify the Principal (Contractor) and Surety with County. The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of County will be for informational purposes only. The Principal and the Surety must separately sign the bond. The parties executing the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. The bonds must be payable to County, and shall be delivered to the County Project Manager of within thirty (30) calendar days after execution of this Agreement. The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance under Article 1.35D of the Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

C. Surety Companies. Any performance bond obtained hereunder must be executed by a duly authorized Surety company satisfactory to County, which in any event, must be a surety company listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury" and authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. No surety will be accepted by County who is now in default or delinquent on any bonds or who is interested in any

litigation against County. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

SECTION VI
WARRANTY

6.01 All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty, hereinafter referred to as "Warranty Period." Roofs shall be warranted for the period specified by the manufacturer. Contractor shall be an authorized dealer, distributor or manufacturer for all products.

6.02 Contractor shall, for the protection of County, obtain from all vendors and subcontractors guarantees with respect to the machinery, equipment, and materials, used and installed as a part of the Project, which guarantees shall be in form and content consistent with those prevailing in the applicable industry and which shall be made available to County to the full extent of the terms thereof. Contractor shall use its best efforts to obtain guarantees which extend to the expiration of Warranty Period or for such longer period of time as may be obtainable from such vendors and subcontractors and shall specify that same shall be enforceable by and for the benefit of County. All materials and equipment are subject to inspection by County at all times. No inspection or other action by County shall release any vendor or subcontractor from its duty to conform to final specifications nor shall any inspection or other action or lack thereof release any vendor or subcontractor from any warranty or guarantee. The failure of County to inspect shall not constitute a waiver of the right to reject the material or equipment for defective workmanship or material.

6.03 Contractor guarantees that the Project will be free from any defect in the workmanship of Contractor or any subcontractor or other party engaged by Contractor in connection with the Project. Provided the County notifies Contractor of such a defect prior to the end of Warranty Period, Contractor will promptly correct at no cost to County, any defect in or damage to the Project or any part thereof arising or resulting, directly or indirectly, from any defect in the workmanship of Contractor (or its subcontractors or suppliers) and Contractor shall itself correct or, as deemed feasible by County, have another correct any such defect where such is attributable to any subcontractor or other party engaged by Contractor in connection with the Project.

SECTION VII
INDEMNIFICATION

7.01 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COUNTY FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING DIRECTLY OR INDIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES, ANY OF CONTRACTOR'S SUBCONTRACTORS, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANYONE DIRECTLY EMPLOYED BY ANY OF

THEM. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS AGREEMENT, IF ANY SUCH CLAIM OR LIABILITY ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY, THE LIABILITY OF CONTRACTOR UNDER THE FOREGOING INDEMNITY SHALL BE REDUCED ON A PRO RATA BASIS SUCH THAT IT WILL NOT INCLUDE THE PORTION OF HARM PROVEN TO ARISE FROM OR OTHERWISE ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.

7.02 Contractor shall be responsible for all risk of loss to all materials delivered to the Project and all materials and equipment incorporated into the Project. Contractor shall provide continuous and adequate protection of the Project and site, the property and adjacent property of County or Contractor constituting the Project site. Contractor shall be obligated to replace or repair any (a) materials, equipment or supplies which are, or are to become, a permanent part of the Project or temporary or existing facilities whether Contractor owned or leased or furnished by Contractor or County or (b) supplies and materials which are lost from the Project site, damaged or destroyed on the Project site, however such loss or damage may occur unless the same results from the negligence or willful misconduct of County or its officers, directors, employees or agents.

SECTION VIII
NOTICE

8.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the Contractor at the addresses set forth below.

8.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

8.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to the Contractor:

Weatherproofing Technologies, Inc.
2210 Ben's View Trail
Kingwood, Texas 77339
281-358-2162 – fax

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Facilities Management and Planning
Don Brady, Director
1402 Band Road, Suite 100
Rosenberg, Texas 77471

8.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION IX
LIMIT OF APPROPRIATION

9.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $530,161.00, including all expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

9.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $530,161.00.

SECTION X
SUCCESSORS AND ASSIGNS

10.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

10.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.

10.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION XI
PUBLIC CONTACT

11.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

11.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed for or received from County in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XII
COMPLIANCE AND STANDARDS

Contractor shall use its best efforts and perform all professional services agreed hereunder in a manner satisfactory and acceptable to County, in keeping with the best professional standard of

care provided by contractor on similar projects and comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder.

SECTION XIII
OWNERSHIP OF DOCUMENTS

13.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the Contractor and subcontractors (deliverables).

13.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.

13.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.

13.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.

13.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.

13.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XIV
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XV
MISCELLANEOUS

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

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

15.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Offices has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely

to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel

SECTION XVI
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

By: _____ Date: 5-6-08
Robert E. Hebert, County Judge

ATTEST:
_____
Dianne Wilson, County Clerk

APPROVED:

By: _____ Date: 4-15-8
Don Brady, County Facilities
Management & Planning Director

CONTRACTOR:
WEATHERPROOFING TECHNOLOGIES, INC.
A SUBSIDIARY OF TREMCO INCORPORATED

_____ Date: 4.15.08
David M. Naber,
Principal Consultant

MER: Tremco Weatherproofing Technologies.GML.3821(04072008)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $530,161.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

_____
Ed Sturdivant, Fort Bend County Auditor

Attachments:

Exhibit A: March 3, 2008 Proposal from Contractor

FM1383

WEATHERPROOFING TECHNOLOGIES, INC.
a subsidiary of Tremco Incorporated
2210 Ben's View Trail, Kingwood, Texas 77339
281.358.4957 office
281.358.2162 fax
dnaber@tremcoinc.com

March 3, 2008

Mr. Donald Brady
Fort Bend County Texas
1402 Band Road, Ste 100
Rosenberg, Texas 77471

Re: George Memorial Library

Dear Mr. Brady,

I am writing to provide you a brief narrative, outlining project requirements and not to exceed cost estimates for the effective replacement of the roofing system(s) on George Memorial Library. Additionally, we have outlined the requirements for bringing the exterior building envelope details to an acceptable standard.

This information is a result of a recent analysis of the roof, wall, related projection components, roof drains, window assemblies, and other building envelope components. Methods utilized during this analysis include visual evaluations and sectional roof core analyses.

The principal objective of these efforts was to fully understand the building deficiencies, so we may provide an effective strategy to upgrade the deficiencies to an acceptable standard, resolving the present leakage.

Attached, is photography, a roof diagram, and roofing details necessary to properly execute this scope of work. Prior to construction, more extensive documents will be delivered to you, which will include professional engineer requirements.

Each assembly will be installed in accordance with applicable design agencies, including the National Roofing Contractors Association (NRCA), Factory Mutual (FM), Miami Dade County, Underwriters Laboratories (UL), the International Building Code and Primary Manufacturer's Installation Guidelines.

The scope of work below represents the services necessary to upgrade the building components to an acceptable standard, resolving the present leaking conditions.

A. **Roofing and Sheet Metal Flashing:**
   1. Removal of the existing built up roof assembly, metal and non-metal flashing components. Those areas designated within Roof Area "A" are scheduled to remain, and integrated into the new roof assembly. However, confirm the perimeters of these previously installed roofing, terminate at a ridge. Modify these areas, as/if necessary to be consistent with the ridge. Do not remove more, than can be re-installed during the same day. Provide necessary means to maintain a weatherproof environment. Utilize material management devices and equipment to safely remove the existing materials from the roof. Remove the existing materials from the premises and dispose of in an approved landfill.
   2. Remove the abandoned, discarded, or non functioning mechanical/electrical/plumbing components on the roof and parapet surfaces. Bring deficient roof mounted electrical conduit to

an acceptable standard and place upon suitable blocking and protective padding, to perform in unison with the installed roof assembly.

3. Examine the existing concrete deck and wood nailers for deficiencies. Report any deficiencies to the owner's representative. Remove and reinstall deteriorated wood nailers; match the existing type, thickness, and elevations as the existing materials.
4. Prime the existing concrete deck with water based asphaltic primer; 150 sf. per gallon.
5. Installation of a base layer of 2.5" polyisocyanurate thermal insulation in Premium III Hot Melt Asphaltic Adhesive; twenty five (25) lbs. / 100 sf. Sump all drain assemblies; four (4) ft. square. Provide dimensionally square joints terminating at those roof areas designated to remain.
6. Adhere a top layer of .5" asphalt coated wood fiber insulation in Premium III Hot Melt Asphaltic Adhesive; twenty five (25) lbs./100 sf. Sump all drain assemblies; four (4) ft. square. Provide dimensionally square joints terminating at those areas designated to remain.
7. Installation of one (1) base ply of Power Ply HD Base Modified Bituminous Membrane, shingle fashion within Premium III Hot Melt Asphaltic Adhesive; twenty five (25) lbs. / 100 sf.
8. Fabricate and then install new twenty-four (24) gauge galvanized steel-flashing components to all projection flashing details, including slip flashing, pitch pans with bonnets, etcetera.
9. Fabricate and install new 24 gauge Kynar pre-finished galvanized steel counter flashing assemblies to all perimeter edge details, including coping caps, cover plates, counterflashing, and any other applicable trim component.
10. Fabricate then install new four (4) lb. lead flashing at plumbing vents and roof drain assemblies.
11. Examine the existing roof drain assemblies for deficiencies. Report discovered deficiencies and provide method of effective repair. Replace missing or broken drain assembly components; excluding defective drain bowls, as part of this scope of work.
12. Installation of one (1) surface ply of Power Ply Standard FR Modified Bituminous Membrane, single fashion, within Premium III Hot Melt Asphaltic Adhesive; twenty five (25) lbs. / 100 sf. Quickly broadcast new matching ceramic roofing granules into the hot bitumen bleedout at the vertical and horizontal selvage laps. Embed the granules into the hot bitumen with a clean steel roller. Exercise care to prevent tracking onto the new modified bituminous membrane.
13. Installation of one (1) ply of Power Ply Standard HE FR Modified Bituminous Membrane base flashing membrane to all vertical surfaces; including walls, mechanical curbs, etcetera. Include mechanically attached termination bar to provide suitable anchorage. Quickly broadcast new matching ceramic roofing granules into the flashing adhesive at the vertical and horizontal selvage laps. Embed the granules into the adhesive with a clean steel roller. Exercise care to prevent tracking onto the new modified bituminous surface membrane.
14. Installation of one (1) ply of Power Ply Standard HE FR Modified Bituminous Membrane Ridge Cap Termination Detailing where those designated area scheduled to remain, adjoin the new roof installations.
15. At the roof to skylight wall detail:
    a. Fabricate new twenty (20) gauge Type 304 Stainless Steel flange detail. Mechanically attach new polyester reinforced Hypalon elastomeric sheeting to the upper edge of the stainless steel flange detail. Prime the stainless steel flange with asphaltic based primer.
    b. Provide suitable lengths to extend the lower edge of the stainless steel flange a minimum of eight (8) inches onto the field of the roof. Extend the Hypalon elastomeric sheeting twelve (12) inches onto the field of the roof.
    c. Installation of the prepared detail at the roof-to-skylight curtain wall detail. Insert behind the lower edge of the wall flange. Mechanically attach eight (8) inches o.c.
    d. Installation of two (2) ply stripping membrane, terminating the stainless steel flange to the installed base ply membrane.
    e. Proceed with the installation of the surface ply of Modified Bituminous Membrane; extending onto the prepared flange detail.
    f. Fully adhere the Hypalon elastomeric sheeting onto the prepared flange and Modified

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

Bituminous Surface Membrane within sheeting bond elastomeric flashing adhesive. Extend the Hypalon elastomeric sheeting a minimum of twelve (12) inches onto the field of the roof.

g. Installation of two (2) ply stripping membrane, terminating the installed Hypalon Elastomeric Flashing detail, to the installed surface membrane.
h. Installation of Heat Reflective Aluminized surfacing to cover and protect the installed detail.

15. Application of two (2) part epoxy rust inhibitive coating and heat reflective aluminized surfacing to designated projections scheduled to remain.
16. Adhere new .5" thick "Sure Seal" walk pads at points of access and/or egress, and mechanical unit service areas.
17. Provide a contingency allowance of $ 10,000.00 to resolve unforeseen or unknown conditions throughout re-construction; such as deteriorated wood blocking within or under the existing roof membrane, roof drain bowls, related interior plumbing components, deteriorated structural decking, and roof mounted electrical conduit affected by the new roof installation.
18. Provide expert technical service inspections with written and photographic progress reports throughout construction. Host weekly project meetings with all interested parties to insure a safe, well managed, construction process. Provide a Ten (10) Year Renewable Quality Assurance Maintenance Warranty upon completion. Include both the new roofing and those areas that have been previously replaced and are scheduled to remain, in the new roof warranty.
19. **Not to exceed cost estimate: $ 402,569.00.**
20. **Additional cost estimate for the replacement of previously installed areas: $ 43,376.00.**

B. <u>Damproofing - Alternate Proposal:</u>

1. Remove the existing joint sealant within all granite to granite, granite to concrete, granite to molded rubber, and granite to metal building joints.
2. Clean, prime, and install a new closed cell backer rod to all joint cavities under thirty (30) percent compression.
3. Solvent wipe, prime and install new Siliconized and Urethane joint sealants. Tool neatly.
4. Identification of the isolated deficiencies within the glass to glass joint details. Clean, prepare, prime and install new Siliconized joint sealants to repair discovered deficiencies. Tool neatly.
5. Clean, prime and seal all door perimeters with new urethane joint sealant. Tool neatly.
6. Perform periodic quality assurance expert inspection throughout the wall restoration.
7. **Not to exceed cost estimate: $ 127,592.00.**

Cost estimates were priced in accordance with the terms; conditions and criteria established by The Cooperative Purchasing Network. Prudent levels of expert inspection, supervision, payment and performance bonds are included.

Thank you for your interest in our firm. We look forward to serving you and your organization.

Sincerely,

David M. Naber
Principal Consultant

Gary Johnson
Senior Construction Manager

cc: Mr. James Knight, Fort Bend County

Attachments: George Memorial Library Plans; Dated March 3, 2008

32B

Fort Bend County Tabulation
BID 09-015
Term Contract for Newspaper Publication of Legal Notices

Recommendation: Re-Advertise

[redacted]	
Fort Bend Star	Disqualified: Did not submit all required documentation as required in 6.0
Houston Chronicle	Disqualified: Did not submit all required documentation as required in 6.0
India Herald	Disqualified: Did not submit all required documentation as required in 6.0
Southwest Sun	Disqualified: Did not submit all required documentation as required in 6.0

32C

AS PER ORIGINAL

HOUSTON COMMUNITY NEWSPAPERS

Topic: Fort Bend County Bid 06-074

Debbie,

This is a letter informing Ft. Bend County that the Sun Newspaper is willing to renew Bid 06-074 through the date of November 30th, 2008.

Sincerely,

Cedric Hardeman

Sun Newspaper Advertising Manager

AS PER ORIGINAL

32D

Charter Member

HMTS
HOUSTON MEDICAL TESTING SERVICES, INC

September 25, 2008

Mr. Gilbert Jalomo
Fort Bend County–Purchasing Department
Fax: 281-341-8645

Dear Mr. Jalomo:

Regarding the existing contract whereby our firm manages the Fort Bend County substance abuse program for County employees and employment candidates, the agreement is scheduled to expire on September 30, 2008. Due to unforeseen difficulties for both parties associated with the recent Hurricane Ike, we are willing to extend the existing agreement under the same terms and conditions through October 31, 2008.

We are certainly willing to extend the agreement based upon this informal letter of understanding due to our excellent working relationship that has been established between the two parties, but if you need anything more formal, we shall be very happy to sign whatever you may need.

Please sign below and return to me by fax if this informal letter of understanding is acceptable to you and your associates. We look forward to continuing our work with Fort Bend County.

AGREED & ACCEPTED
Houston Medical Testing Services, Inc.

Date: 9-25-2008

AGREED & ACCEPTED
Fort Bend County

Date:

Houston Medical Test Fax:713-665-2386 Sep 25 2008 11:38 p.02

10-16-08

2 orig's ref. to Cheryl at Purchasing

This Service Level Agreement (hereinafter "Agreement"), made and entered by and between GHG Corporation, a Texas Corporation (hereinafter "GHG"), and Fort Bend County, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter "County.") The following requirements have been agreed to by GHG Corporation. GHG's eTSS will contain each of the detailed requirements listed in the matrix below at no additional cost other than those previously listed in this Agreement. Additional requirements determined after the Agreement signing will be charged at the listed customization rate, subject to prior approval of County.

Section A: Statement of Work

RQMT	Requirements	Response	Comments
	GENERAL REQUIREMENTS		
1.00	Must be capable of exporting time data to/importing personnel data from the Lawson system and accommodate all required data fields.	F	Will be imported during a nightly service.
1.01	Export data in Lawson PR530 format ***(See Exhibit 1)***	F	
1.02	Import master file data for new employees, accrual balances, status changes and other relevant changes from Lawson in a format to be determined.	F	
1.03	Keep Lawson and timekeeping data in sync - when adjustments are made to time for a prior pay period, the change must also be captured in the other system.	F	A whole correction timesheet will not be sent, only the adjusted time.
2.00	Ability to accommodate various attributes such as:		
2.01	Pre-entry of vacation, sick, other pre-planned time off with effective start/end dates for the respective pay periods.	F	
2.02	Maintain fiscal and calendar year-to-date leave accrual balances (remaining and carry over amounts)	F	Will be using the eEMS flat file leave import. Balances will be imported from Lawson.
2.03	Various earnings types		

AS PER ORIGINAL

325

2.04	Discretionary pay (emergency situations)	F	
2.05	Apply data validation rules based on user-defined parameters	F	
2.06	Audit trail for all entries/modifications, including user ID, date/time of change	F	Contained in timesheet's activity log.
3.00	Ability to support workflow with appropriate security.	F	
3.01	Example: Employee enters time, supervisor approves, payroll coordinator reviews, elected official/department head performs final approval.	F	Only 1 supervisor signature will be required for the time to export to Lawson but there is no limit to the amount of supervisors that may approve a timesheet.
3.02	Ability to vary workflow routing based on exceptions to time reported. For example, if an employee did not enter time for a date, notify the payroll administrator.	F	A custom report can be created which tells the supervisor which employees have not entered time and the dates.
4.00	Ability to accommodate organizational changes and maintain history (e.g., department transfers, promotions, etc.)	F	Will be imported during a nightly service.
5.00	Ability to set up multiple user-defined security levels:	F	
5.01	Department head view/approve all department employees	F	
5.02	Payroll administrator view/modify for all department employees	F	
5.03	Supervisor view/modify their direct reports only	F	
5.04	Employee view/enter time for their record only	F	
6.00	Payroll department users must have the ability to maintain the following:		
6.01	Pay codes	F	
6.02	Pay types	F	
6.03	Security levels	F	

6.04	Holiday schedule	F	
7.00	Calculate gross pay under the different pay rules by department/employee	F	Calculated hours will be determined by assigned business rules and default authorized charges.
7.01	Example 1: Department may have an employee that is paid overtime, and another employee may earn comp time within the same department	F	
7.02	Example 2: Department may have an employee that is paid comp time and another employee may be paid overtime and non duty time	F	
8.00	Ability to apply the different pay rules by employee and/or department	F	
8.01	Example 1: The system will automatically adjust time over 40 hrs to comp time	F	
8.02	Example 2: The system will automatically adjust time over 40 hrs to overtime	F	
9.00	Ability to customize layout of time sheet screen(s)	CU	Items may be added to each drop-down list on employee times. Order of those items can only be alphabetically.
9.01	Provide multiple time entry screens for different groups of employees (e.g., exempt, non-exempt)	CU	Each employee's list of authorized charges is determined individually. In other words, each employee/group will only have the ability to charge to groups, charge codes, and pay types that they should have access to.
10.00	Ability to cap compensation time at a user-defined level, which can be different by department.	F	Calculated hours will be determined by assigned business rules and default authorized charges.
10.01	Have caps on deferred time of 160 hours and comp time of 80 hours (2008 maximum amounts)	F	
11.00	Ability to accommodate payroll for the following types of employees/categories:		
11.01	Full-time (Regular)	F	

11.02	Temporary	F	
11.03	Part-time	F	
11.04	Exempt	F	
11.05	Non-exempt	F	
11.06	Any combination of the above designations	F	
12.00	Ability to define and enforce user-defined rules for various pay types.		Calculated hours will be determined by assigned business rules and default authorized charges.
12.01	Holiday Pay	F	
12.02	Vacation	F	
12.03	Personal	F	
12.04	Sick time	F	
12.05	Comp time	F	
12.06	Leave without pay	F	
12.07	Jury Pay	F	
12.08	Workers Comp	F	
12.09	Family Death	F	
12.10	Military	F	
12.11	Extended Sick time	F	
12.12	Overtime	F	

13.00	Ability to define and enforce user-defined rules for various pay codes.	F	
	TIME AND ATTENDANCE		
14.00	Ability for comp time entry to vary by department and/or classification (e.g., exempt/non-exempt).	F	
14.01	Exempt employees time needs to be hour for hour, off the book time, non exempt needs to be time and a half after 43 for sheriff and 40 for county employees	F	Employee off the book time will be tracked through the eEMS system managed leave.
15.00	Ability to charge times to a department other than an employee's "home" department. (For "floating" employees, and those in departments with multiple locations like the library). Per employee, maximum number distributions/departments would be three.	F	Each employee's list of authorized charges is determined individually. In other words, each employee/group will only have the ability to charge to groups, charge codes, and pay types that they should have access to.
16.00	Ability to collect time input by multiple methods (e.g. IVR. web. time clocks/card swipe)	F	
17.00	Ability to support the concurrent use of different types of devices for data collection. (E.g. IVR. web. time clocks/card swipe)	F	
17.01	Current time clocks: by IDTECH (purchased from mousser.com, toll free number 800-346-6873)	F	GHG Will utilize CMI's Genus I clocks
18.00	Ability to handle multiple user defined rules for tardiness.	F	Standard Schedule Vs. In/Out report may be used or a custom report can be created.
18.01	Time will be calculated based on quarter hour increments. However, each department has different guidelines for defining "tardy". Allow tardiness guidelines to vary per department, and report on tardies for a given time period.	F	
19.00	Ability to view, edit, and/or enter hours on an individual or group basis.	F	
19.01	Be able to enter training time for an individual	F	
19.02	Be able to enter holiday or emergency closure for the whole department	F	

20.00	Ability to enter daily work schedules and verify hours worked based on work schedule and pay codes. Present exceptions to a specified user.	F	
21.00	Ability to view employee's schedule with shift and off day information at any time.	F	
22.00	Ability to handle mid-period work schedule, shift, department or position changes which may effect pay rules.	F	Will be imported during a nightly service.
23.00	Example: If an employee switches from earned time to overtime pay, the ability to switch without history changing	F	
24.00	Ability to edit time prior to payroll processing, given the appropriate security level, with an audit trail of all changes.	F	Only accountants are allowed to make corrections to past timesheets.
25.00	Ability to display leave accrual rates, codes, current and maximum balances for each employee while time is being entered or reviewed.	F	
26.00	Ability to record attendance history by day.	F	
27.00	Ability for employees to schedule leave online.	F	
28.00	Ability to prevent the use of accruals over earned amount, with the ability to override with the appropriate security.	F	
28.01	Example 1: If an employee is using 5.00 hours vacation, but they only have 3 available, do not allow without approval from payroll administrator	F	
28.02	Example 2: If an employee requests time off for future pay periods, need the ability to post in advance with supervisor approval	F	
29.00	Ability to future date transactions for processing during the appropriate pay period.	F	
30.00	Ability to automatically post pre-approved leave during effective pay period.	F	
30.01	Example: If an employee has extended sick time approved or military time, need the ability to post in advance	F	

31.00	Ability to adjust or reverse previous pay period hours (hours worked and accruals) - Payroll department only	F	
32.00	Ability to perform edits to previous pay periods and recalculate pay and leave accruals from previous pay period forward - Payroll department only.	F	Adjusted time will be imported to Lawson where the leave balances will be updated and imported into eEMS.
33.00	Electronic signature and approval capability - with pin number, password or security level clearance.	F	Users must use a password to access the system.
34.00	Track "off the book" time for exempt employees	F	Employee off the book time will be tracked through the eEMS system managed leave.
35.00	Timesheets completed via the web interface need to have the option to auto-fill depending on pay rules (e.g. for exempt employees to do exception time entry only)	F	Calculated hours will be determined by assigned business rules and default authorized charges.
36.00	Ability for management or payroll coordinator to view status of time sheet completion to monitor progress by department.	F	
37.00	Ability to make post-payroll adjustments to correct erroneously entered data	F	Only accountants are allowed to make corrections to past timesheets.
38.00	Ability to track all days that any pay codes were used by date used.	F	
39.00	Ability to view a department's time summary by department, employee and/or pay code	F	
40.00	Ability to enter actual in/out times or elapsed time depending on employee classification.	F	
41.00	Allow approval of time on a line-by-line basis per employee or approve entire pay period.	F	Timesheets are approved as a whole bi-weekly period. Each employee is approved separately
42.00	Ability to allow entry of fractional time up to two decimal places	F	
	REPORTING / QUERYING		
43.00	Ability to create various ad hoc reports (if third-party reporting product is needed, indicate name of product	F	A user with SQL knowledge can create reports. They database schema will be supplied if requested

44.00	Ability to support random moment in time studies for reporting purposes, based on specified dates/pay periods.	F	
45.00	Ability to track compensation time and generate reports in a user-defined period by employee.	F	
46.00	Ability to send alert or notification to employee and supervisor when vacation or compensation time accrual maximum is approaching. Cut off for vacation is 160.00 year end, comp time is going down to 80.00 ion 2008 and deferred time is going down to 160.00 in 2008	F	Notification will be sent once per year on a date defined by Fort Bend County.
47.00	Ability to track pays types and generate reports on any of the pay types (used/balances).	F	
51.00	Ability to print time sheet at the employee level	F	
48.00	Ability to view/print audit tracking details (e.g., who last changed a time record)	F	
49.00	Exception reporting:		
49.01	Requested leave exceeds available accrual balance	F	
49.02	Ability to receive notification when an employee has not been paid for pay period and is not on established leave.	F	
49.03	Notification that an employee is an active employee, however no time records are being produced	F	
49.04	Capture user defined deviations such as excessive overtime or zero hours for active employees.	F	
49.05	Exception time if an employee is being paid over 80 hrs for the pay period, or if an employee is missing a day, etc.	F	
49.06	Ability to provide exception time only reporting for user specified groups. (Ad hoc reporting, various needs)	F	

	ADDITIONAL REQUIREMENTS		
50.00	Auto Lunch (example: Road and Bridge employees). Automatically fill in designated time for lunch based on department guidelines (30 minutes/1 hour).	F	
51.00	When using the IVR option, utilize caller ID and block lines not able to use by each employee.	C	Caller ID will be logged but it will not prevent he user from clocking in or out.
52.00	Ability to route an email though the Time Keeping system (e.g., if employee's time is missing an entry or to alert supervisor of a discrepancy).	F	
53.00	Ability to track and carry over "off the book time" for exempt employees-maintaining a balance	F	
54.00	Ability to post and track employee/supervisor notes per pay period	F	
55.00	Timekeeping vendor must provide training for all software components and hardware devices utilizing a train-the-trainer model, with a maximum of 12 trainees.	F	
56.00	Timekeeping vendor must provide documentation for all software components and hardware devices - end user and technical documentation. Products must be thoroughly documented as to functionality and troubleshooting guidelines.	F	
57.00	Timekeeping vendor must provide support levels which meet or exceed the following:		
57.01	Toll-free phone number	F	
57.02	24/7 access	F	
57.03	Prompt response to priority 1 issues	F	
58.00	Provide a data archival process with quick retrieval of archived records.	F	

	Name	Duration	Start	Finish	Resource Names
1	**Implementation Plan**	**55 days?**	**8/4/08 8:00 AM**	**10/17/08 5:00 PM**	
2	Project Start Kick-off	1 day?	10/16/08 8:00 AM	10/16/08 5:00 PM	
3	**Installation**	**55 days?**	**8/4/08 8:00 AM**	**10/17/08 5:00 PM**	
4	Test site on GHG Server	1 day?	10/17/08 8:00 AM	10/17/08 5:00 PM	GHG
5	Server Install	5 days?	10/13/08 8:00 AM	10/17/08 5:00 PM	Customer
6	eEMS Software Install	2 days?	9/11/08 8:00 AM	9/12/08 5:00 PM	GHG
7	**Clocks**	**9 days?**	**8/4/08 8:00 AM**	**8/14/08 5:00 PM**	
8	Provisioning	2 days?	8/4/08 8:00 AM	8/5/08 5:00 PM	Customer
9	Installation	7 days?	8/6/08 8:00 AM	8/14/08 5:00 PM	GHG;Customer
10	**IVR - Duration TBD**	**0 days?**	**8/14/08 5:00 PM**	**8/14/08 5:00 PM**	
11	Installation	0 days?	8/14/08 5:00 PM	8/14/08 5:00 PM	GHG;Customer
12	**System Configuration**	**28 days?**	**8/4/08 8:00 AM**	**9/10/08 5:00 PM**	
13	Configuration Data	1 day?	8/4/08 8:00 AM	8/4/08 5:00 PM	Customer
14	Setup consulting	3 days?	8/5/08 8:00 AM	8/7/08 5:00 PM	Customer[50%];GHG[50%]
15	Employee/Accounting Data	7 days?	8/8/08 8:00 AM	8/18/08 5:00 PM	Customer
16	Initial load of Employee/Accounting data	7 days?	8/19/08 8:00 AM	8/27/08 5:00 PM	GHG
17	Configure Business Rules	10 days?	8/28/08 8:00 AM	9/10/08 5:00 PM	Customer;GHG
18	**Customization**	**18 days?**	**8/8/08 8:00 AM**	**9/2/08 5:00 PM**	
19	**Do Not Deduct Breaks Business Rule**	**18 days?**	**8/8/08 8:00 AM**	**9/2/08 5:00 PM**	
20	Requirements	1 day?	8/8/08 8:00 AM	8/8/08 5:00 PM	Customer;GHG
21	Implementation	14 days?	8/11/08 8:00 AM	8/28/08 5:00 PM	GHG
22	Installation and Configuration	3 days?	8/29/08 8:00 AM	9/2/08 5:00 PM	GHG
23	**Training**	**3 days**	**9/15/08 8:00 AM**	**9/17/08 5:00 PM**	
24	Administrator/Trainer/Supervisor	3 days	9/15/08 8:00 AM	9/17/08 5:00 PM	GHG
25	**Acceptance Testing**	**7 days?**	**9/18/08 8:00 AM**	**9/26/08 5:00 PM**	**Customer[75%];GHG[25...**
26	Test file for Lawson All records	1 day?	9/18/08 8:00 AM	9/18/08 5:00 PM	GHG
27	Create nightly job for Lawson importing	5 days?	9/19/08 8:00 AM	9/25/08 5:00 PM	GHG
28	Test file for Lawson full	1 day?	9/26/08 8:00 AM	9/26/08 5:00 PM	GHG
29	Concurrent Run	14 days?	9/29/08 8:00 AM	10/16/08 5:00 PM	Customer
30	Go Live	1 day?	10/17/08 8:00 AM	10/17/08 5:00 PM	Customer

Section B: Fort Bend County Pricing

Year 1

1. Time and Attendance Software License
    - eTSS 2,000 user license (Includes 1 year of warranty) $20,000
        - Includes active users, non-active users do not count against the license
        - Increases in users:
            - 2100 Users: $20,500
            - 2200 Users: $21,000
            - 2300 Users: $21,500
            - 2400 Users: $22,000
            - 2500 Users: $22,500
            - 2600 Users: $23,000
2. Time Clocks
    - 12 Genus 1 with Proximity Reader only - $1,300/each $15,600
    - 12 Clock Installations at $100 per clock $1,200
3. Implementation (Project Management) $4,000
4. Data Conversion $3,200
5. System Integration/Interface with Lawson: $3,200
6. System Training – Onsite training at Fort Bend County (Includes Travel Cost) $2,320
    - Recommendations for onsite training
        - Timekeeper Training: Four 2-hour sessions
        - Supervisor Training: Four 2-hour sessions
        - Accounting personnel: One – 2 hour session
        - IT Personnel: One – 2 hour session
7. eTSS Software Warranty - Year 1 included in the purchase price
8. eTSS Source Code Escrow to Iron Mountain $2,000
9. Customization Rate (Per Hour) $85
10. IVR Interface Customization -with existing IVR System (allowance): $2,000

TOTAL..... $53,520

Year 2 and Beyond Cost

1. eTSS 2,000 user license Annual Software Warranty..... $4,000
2. Prox Clock Warranty ($100/clock for 12 clocks)..... $1,200

Options for Additional Items

1. UPS Devices for Clocks (Per Clock..... $100
2. SIP (VoIP) telephone lines (per port/minimum of 2 ports)..... $1,600
    - Analog line requires an additional charge for the card
    - Server Provided by Fort Bend County

Section C: Electronic Time Sheet Software

This Section defines the set of services that the GHG Corporation (GHG) shall provide to County under this Agreement.

1. Goals (in order of importance):

- Provide a robust and reliable application (eTSS)
- Dependable and knowledgable support
- Timely response to problems, new users, and other service requests

2. Support Provider

GHG Corporation's uses a CRM tool to track tickets that document the problem/issue tracking and support cases. The GHG Corporation's Help Desk is the initial point of contact for asking questions and reporting problems.

3. Support Recipients

The target audience for the GHG Corporation's eTSS is the designatied point of contact for each customer. Many support reps have extensive experience in customer configuration and eTSS fuctionality. This knowledge base includes all facets of the application including hardware and software supported by the product.

4. Hours of Service

Telephone and on-site support for eTSS vice will be available from 8:00 am to 6:30 pm (CST), Monday thru Friday and 10:00 am to 5:00 pm (CST) on Saturday and Sunday Off-hours problems can be reported via the GHG Corporation Help Desk voice mail (866 380 4146 ext 200) system or email (eems_support@ghg.com).

5. Service Infrastructure (for GHG hosted Customers only)

To ensure continuous IT service to the users of the eTSS software, all eTSS servers are located on the 11th floor of a downtown Houston datacenter where they are in a securely monitored, temperature controlled, and fire and flood preventive environment. eTSS servers will be in service

and monitored 24 hours a day, 7 days a week. Regularly scheduled maintenance will be performed during a regularly scheduled "maintenance window" (1st Sunday of every month). Any planned activities that will result in an extended outage will be announced one week in advance. Emergency maintenance will be performed as needed, always with the attempt to minimize disruption to customers.

All servers are connected to a clean power source, which provides continuous power to the servers to ensure that random power surges or power outages do not occur. In case of a complete power outage to the entire building, the datacenter is attached to a battery back up system that will provide roughly 1-2 days worth of power. In the case that the battery backup runs out of power, attached to the datacenter are two fuel generators that are located on = the roof of the building. The datacenter has a contract with a fuel company to supply constant fuel to the generators if needed. Each eTSS database server has been configured with RAID 5 to maximize full hard drive redundancy. To prevent data loss in the case of complete hard drive failure or file corruption, all eTSS servers are backed up on a daily basis. In the case of the eTSS databases, all databases are backed up daily and copies of the backups are placed in remote storage. This methodology allows GHG to retain 3 months worth of backups.

6. Support Call/Email Turnaround Times

Expected turnaround times

- Basic Usage Functionality – 8 Business Hours
- Importing/Exporting (Problems with interface) – 2 hour resolution/does not include spec changes
- Change in Configuration Options – 8 Business Hours
- Custom Report Request – 5 to 15 Days (time of completion is dependant on the complexity of the report)
- Leave Management Issues – same business day
- Business Rule Issues– same business day
- System Generated Notifications – 1 to 2 business days
- Input Device (Proximity Clock) malfunction- 2 hour call back
- Customization Request – 2 day response with estimate

7. Problem Escalation

Not all problems are emergencies, but some are. And some problems that are not resolved expediently become emergencies (such as an email account that can't be accessed for a second day). After pursuing the standard problem reporting mechanism via our Rep creating a case number through the Help Desk, the submitter will have a support ticket created for each issue that can be used for reference. The user in this manner can progressively escalate emergency problems:

- 1st level – all calls handled by support desk (required response time is – 1 business day)
- 2nd level – account reps will be available to discuss any customizations for each customer as well as any other "outside the scope" requirements.
- 3rd level – GHG developers are available to the customer for any critical bug fixes that impact the functionality of the product
- 4th level – GHG's lead technical person will facilitate any support need that has not been addressed in the 3 above levels.

GHG is committed to first call resolution. When a customer with a support agreement calls or emails our support desk, we strive to answer the phone or respond to emails as soon as possible, with the next available agent. Regardless, we will respond to all calls or emails within one business day. When help desk technicians are busy with another customer, they will respond to the messages and emails in the order in which they are received. However, occasionally, a customer may have system-critical issue that renders their system unusable. These calls will take priority over simple "how to" questions and other user related questions.

8. Services Covered (Support and Annual Warranty)

Customers may designate up to three customer service points of contact. GHG will accept support requests from these designated individuals. GHG's technical Support services do not include support for the customer's end user community. Support for customers of the GHG eTSS service consists of installing, configuring, and troubleshooting the following software and services:

- eTSS Application support
- Integration with Accounting or Payroll Software
- Email Notifications
- Business Rule Support
- Report Writing

- Import/Export processes and procedures
- Leave Management
- Direct Deposit Support
- Training
- Documentation
- GHG-Provided Hardware - – includes malfunction of clock (base unit), under normall usage/normal working environment.
- IVR Interface Support – (if applicable)

9. Limits on Scope

There will be requirements for which the standard support rep is not suited. The support defined by this SLA cannot cover all platforms, software, and services. Given the goals, the user population, and the service and support list, there must also be some limits on scope of support and a "Won't Do" list. Here is a partial list of services that this SLA does not include:

- For Customer-Hosted configurations, customer is responsiblbe for all servers, server operating systems, database maintenance, security and backups
- For Customer-Hosted configurations, customer is responsilbe for notifiying GHG a minimum of 7 days in advance for any changes to configuration of server/operating system/database/IP addresses and 14 days in advance of accountitng software interface.
- For Customer-Hosted configurations, customer will provide high speed (> 1 MG) remote connection (VPN) for GHG support to resolve issues.
- Network Troubleshooting
- Support for client Software beyond those products that access information on the eTSS server.
- Support will only be provided to customers that are current in payment terms (up to date on annual support)
- Hardware warrantee does not cover damage to clock by Moisture, Negligence, Intential Acts of Distruction, Tampering, Excessive Heat, Chemicals and Installatation in Harsh Envirnments.

10. Customer Responsibilities

- Customers of the service, as part of this SLA in which the services they will receive are detailed, also have some responsibilities:
- Report problems in a timely manner, using the support email address or toll free number, including clear description of the problem, sample data, and other problem documentation.
- Use the GHG Support Reps for primary support, with requests only for more detailed or unusual support going to your implemenation representative
- Make judicious use of backup/recovery services and other support services as a way to help ensure timely services remain available to all.
- Obtain customer training as a way to enhance effectiveness and to minimize questions or problems that require support intervention.

11. Cost

For hosted configurations, maintenance and product upgrades are included for the duration of the agreement. For purchased licensed customers, maintenance and upgrades are included for one year with the initial license agreement and available thereafter through a maintenance agreement, which must be purchased at prevailing rates. Maintenance and upgrades include software maintenance, problem resolution, bug fixes, enhancements, and new product releases.

12. Evergreening

Computing environments and requirements inevitably change, and this SLA needs to define an evergreening process to ensure that the support agreement keeps pace with the reality of user requirements. GHG recognizes that this SLA covers a set of services that is not all inclusive of those that may be used by the a number of email users. Changes to the service level agreement and comments regarding fulfillment of the commitments of the SLA will be solicited from the customers of the eTSS application and the support reps participating in the service.

Section D: General Terms

1. Term and Effective Date

1.01 This Agreement shall not become effective until approved in writing by County

1.02 GHG agrees to provide the services described in this Agreement within the timeline included in this Agreement. All services provided by GHG to County shall be completed on or before January 31, 2009.

2. Compensation

2.01 For and in consideration of the services rendered by GHG, and subject to the limit of appropriation under Section D(6), County shall pay to GHG an amount not to exceed $53,520.00, including reimbursable expenses, if any.

2.02 GHG shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any statement shall not be considered to be conclusive evidence of performance by GHG to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.

3. Termination

3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to GHG.

3.02 Upon receipt of such notice, GHG shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

3.03 Within thirty (30) days after receipt of notice of termination, GHG shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.

3.04 County shall then pay GHG that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.

3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

4. Insurance: GHG shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than $1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department prior to the commencement of any services under this Agreement.

5. Notice

5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or GHG at the addresses set forth below.

5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to GHG Corporation notice must be sent to GHG's President and General Manager:

GHG Corporation
John Denny
1100 Hercules, Suite 290
Houston, Texas 77058

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Heratio Rodgers
Fort Bend County Budget Office
301 Jackson, 5th Floor
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

6. Limit of Appropriation

6.01 Prior to the execution of this Agreement, GHG has been advised by County, and GHG clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of $53,520.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

6.02 GHG does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that GHG may become entitled to hereunder and the total maximum sum that County shall become liable to pay to GHG hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $53,520.00, except as may be amended in writing by County.

7. Successors and Assigns

7.01 County and GHG bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

7.02 Neither County nor GHG shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

8. Public Contact

8.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.

8.02 Under no circumstances, whatsoever, shall GHG release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

9. Compliance Standards

GHG shall render the services hereunder in accordance with the highest standards of the industry in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession to the services provided under this Agreement to County. GHG shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and GHG's performance.

10. Indemnification

10.01 GHG SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF GHG, ITS AGENTS, CONSULTANTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF GHG OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

10.02 GHG SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY GHG, ITS AGENTS, CONSULTANT'S, CONTRACTORS OR EMPLOYEES.

11. Modifications: This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

12. Miscellaneous

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

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

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Section E. Execution of Service Level Agreement

FORT BEND COUNTY:

Robert E. Hebert, County Judge — Date: 10-7-08

Attest:

Dianne Wilson, County Clerk

APPROVED:

By: Heratio Rodgers, Project Manager — Date: 10-15-08

GHG Corporation

Date: 9/10/08

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $53,520 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

GHG CORPORATION STANDARD SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT"), MADE AND ENTERED INTO BY AND BETWEEN GHG CORPORATION, A TEXAS CORPORATION (HEREINAFTER "GHG"), AND FORT BEND COUNTY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF TEXAS ACTING BY AND THROUGH THE FORT BEND COUNTY COMMISSIONERS COURT (HEREINAFTER REFERRED TO AS "YOU.")

1. **GRANT OF LICENSE**. GHG CORPORATION GRANTS YOU A NONEXCLUSIVE AND LIMITED LICENSE TO USE THE SOFTWARE SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE SOFTWARE IS LICENSED, NOT SOLD, TO YOU.

2. **OWNERSHIP**. GHG CORPORATION RETAINS ALL RIGHT, TITLE AND INTEREST IN AND TO THE SOFTWARE AND ALL COPIES AT ALL TIMES, REGARDLESS OF THE FORM OR MEDIA IN OR ON WHICH THE ORIGINAL OR OTHER COPIES MAY SUBSEQUENTLY EXIST. YOU NEITHER OWN NOR HEREBY ACQUIRE ANY CLAIM OR RIGHT OF OWNERSHIP TO THE SOFTWARE OR TO ANY RELATED PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY. YOU AGREE TO USE REASONABLE EFFORTS TO PREVENT AND PROTECT THE CONTENTS OF THE SOFTWARE FROM UNAUTHORIZED DISCLOSURE OR USE. GHG CORPORATION AND/OR ITS SUPPLIER'S RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

3. **COPYRIGHT**. THE SOFTWARE IS COPYRIGHTED BY GHG CORPORATION AND/OR ITS SUPPLIERS AND IS PROTECTED BY UNITED STATES COPYRIGHT AND PATENT LAWS AND INTERNATIONAL TREATY PROVISIONS. YOU MAY NOT COPY THE SOFTWARE EXCEPT TO INSTALL THE SOFTWARE COMPONENTS LICENSED BY YOU, AS SET FORTH IN SECTIONS 2 AND 3, ON TO COMPUTERS AS PART OF EXECUTING THE SOFTWARE. SOLELY WITH RESPECT TO THE DOCUMENTATION INCLUDED WITH THE SOFTWARE, YOU MAY MAKE A REASONABLE NUMBER OF COPIES (EITHER IN HARDCOPY OR ELECTRONIC FORM), PROVIDED THAT SUCH COPIES SHALL BE USED ONLY BY LICENSED END USERS IN CONJUNCTION WITH THEIR USE OF THE SOFTWARE AND ARE NOT REPUBLISHED OR DISTRIBUTED TO ANY THIRD PARTY. YOU MUST REPRODUCE AND INCLUDE ALL COPYRIGHT NOTICES, TRADEMARKS OR OTHER PROPRIETARY LEGENDS OF GHG CORPORATION ON ANY COPY OF THE SOFTWARE OR DOCUMENTATION MADE BY YOU. ANY AND ALL OTHER COPIES OF THE SOFTWARE MADE BY YOU ARE IN VIOLATION OF THIS LICENSE AGREEMENT.

4. **RESTRICTIONS**. EXCEPT AS EXPRESSLY PERMITTED BY THIS LICENSE AGREEMENT YOU MAY NOT: (A) LEASE, LOAN, RESELL, SUBLICENSE, OR OTHERWISE DISTRIBUTE THE SOFTWARE; (B) USE THE SOFTWARE ON A TIMESHARING BASIS OR TO OPERATE A SERVICE BUREAU FACILITY OR PROVIDE HOSTED SERVICES FOR THE BENEFIT OF THIRD-PARTIES; (C) MODIFY OR TRANSLATE THE SOFTWARE EXCEPT AS NECESSARY TO CONFIGURE THE SOFTWARE USING THE MENUS, OPTIONS AND TOOLS PROVIDED FOR SUCH PURPOSES AND CONTAINED IN THE SOFTWARE; (D) IN ANY WAY REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE SOFTWARE OR ANY PORTION THEREOF EXCEPT TO THE EXTENT AND FOR THE EXPRESS PURPOSES AUTHORIZED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION; (E) SUBLICENSE, ASSIGN, RENT, SELL, LEASE, DISTRIBUTE OR OTHERWISE TRANSFER THE SOFTWARE OR ANY OF THE RIGHTS GRANTED BY THIS LICENSE AGREEMENT WITHOUT THE EXPRESS WRITTEN PERMISSION OF GHG CORPORATION; (F) USE THE SOFTWARE TO DEVELOP A PRODUCT WHICH IS COMPETITIVE WITH ANY GHG CORPORATION PRODUCT OFFERINGS; (G) USE THE SOFTWARE TO DEVELOP A PRODUCT THAT CONVERTS THE REPORT FILE FORMAT TO AN ALTERNATIVE REPORT FILE FORMAT USED BY ANY GENERAL-PURPOSE REPORT WRITING, DATA ANALYSIS OR REPORT DELIVERY PRODUCT THAT IS NOT THE PROPERTY OF GHG SOFTWARE CORPORATION; (H) ALTER, DISASSEMBLE, DECOMPILE, TRANSLATE, ADAPT, OR REVERSE-ENGINEER THE REPORT FILE (.RPT) FORMAT; (I) USE UNAUTHORIZED KEY CODES TO ACCESS ADDITIONAL SOFTWARE FUNCTIONALITY OR PERFORMANCE; OR (J) DISCLOSE ANY SOFTWARE BENCHMARK RESULTS TO ANY THIRD PARTY WITHOUT GHG CORPORATION' PRIOR WRITTEN APPROVAL. IF YOU WISH TO DEVELOP AND/OR TEST AN INTERFACE TO THE SOFTWARE OR MERGE THE SOFTWARE WITH ANY OTHER SOFTWARE, YOU SHALL INFORM GHG CORPORATION. GHG CORPORATION, AT ITS OPTION, MAY PROVIDE YOU WITH INFORMATION SUFFICIENT TO ENABLE INTEROPERABILITY BETWEEN THE SOFTWARE AND SUCH OTHER SOFTWARE OR PRODUCTS.

5. **DISCLAIMER OF WARRANTY**. GHG CORPORATION DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF THE SOFTWARE. THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. GHG CORPORATION EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. GHG SOFTWARE

CORPORATION DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE AND SUCH THIRD PARTY SOFTWARE.

6. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GHG CORPORATION BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURANCY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF GHG SOFTWARE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GHG CORPORATIONS AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE PRODUCT LICENSE FEES PAID BY YOU FOR THE PRODUCT OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT.

7. **TERMINATION**. THIS AGREEMENT IS EFFECTIVE UNTIL TERMINATED. YOU MAY TERMINATE THIS LICENSE AGREEMENT AT ANY TIME BY UNINSTALLING THE SOFTWARE AND DESTROYING ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION. GHG CORPORATION MAY TERMINATE THIS AGREEMENT AND YOUR USE OF THE SOFTWARE AT ANY TIME. SECTIONS 5 AND 6 SHALL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

8. **GENERAL**. EXCEPT AS OTHERWISE PREEMPTED BY UNITED STATES FEDERAL LAW, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, UNITED STATES, WITHOUT REFERENCE TO CONFLICT OF LAWS PROVISIONS OR THE UNITED NATIONS 1980 CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND ANY AMENDMENTS THERETO. IF ANY PROVISION OF THIS AGREEMENT IS RULED INVALID, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND GHG CORPORATION, AND SUPERSEDES ANY PRIOR AGREEMENT, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING DULY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES. IF YOU ARE ACQUIRING THE SOFTWARE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS**. THE SOFTWARE IS A "COMMERCIAL ITEM," AS THAT TERM IS DEFINED AT 48 C.F.R. 2.101 (OCT. 1995), CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AS SUCH TERMS ARE USED IN 48 C.F.R. 12.212 (SEPT. 1995). CONSISTENT WITH 48 C.F.R. 12.212 AND 48 C.F.R. 227.7202-1 THROUGH 227.7202-4 (JUNE 1995) (OR AN EQUIVALENT PROVISION, E.G., IN SUPPLEMENTS OF VARIOUS U.S. GOVERNMENT AGENCIES, AS APPLICABLE), ALL U.S. GOVERNMENT USERS ACQUIRE THE SOFTWARE WITH ONLY THOSE RIGHTS SET FORTH HEREIN. MANUFACTURER IS GHG CORPORATION, 1100 HERCULES AVENUE, SUITE 290, HOUSTON, TEXAS 77058-2760

10. **EXPORT CONTROLS**. YOU ACKNOWLEDGE THAT THE SOFTWARE IS OF U.S. ORIGIN. YOU AGREE TO COMPLY WITH ALL APPLICABLE INTERNATIONAL AND NATIONAL LAWS THAT APPLY TO THE SOFTWARE, INCLUDING THE U.S. EXPORT ADMINISTRATION REGULATIONS, AS WELL AS END-USER, END-USE AND DESTINATION RESTRICTIONS ISSUED BY U.S. AND OTHER GOVERNMENTS.

11. **CONFIDENTIALITY OF USER DATA**. LICENSOR AGREES TO MAINTAIN THE CONFIDENTIALITY OF ANY DATA RELATING TO THE USAGE OF THE LICENSED MATERIALS BY LICENSOR AND ITS AUTHORIZED USERS. SUCH DATA MAY BE USED SOLELY FOR PURPOSES DIRECTLY RELATED TO THE LICENSED MATERIALS AND MAY ONLY BE PROVIDED TO THIRD PARTIES IN AGGREGATE FORM. RAW USAGE DATA, INCLUDING BUT NOT LIMITED TO INFORMATION RELATING TO THE IDENTITY OF SPECIFIC USERS AND/OR USES, SHALL NOT BE PROVIDED TO ANY THIRD PARTY.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

GHG Software Corporation

Signature

John Denny - President

Printed Name & Title

9/10/08

Date

Robert E. Hebert, County Judge

Signature

10-7-08

Date

Attest:

Dianne Wilson, County Clerk

32F

TO: Each Member, Commissioners Court

FROM: Gilbert D. Jalomo, County Purchasing Agent
Donald Brady, Director Facilities Management and Planning

DATE: October 2, 2008

PROJECT: Tax Office Building

DISCIPLINE: Materials Testing - SOQ #07-028 and 07-033

REQUEST: The firm considered to be the highest ranked firm for this project is PSI. Therefore, authorization to enter into contract negotiations with this firm is requested.

List of qualified firms:

1. PSI
2. Terracon Consulting Engineers & Scientists
3. QC Laboratories
4. Paradigm Consultants
5. Huitt-Zollars and Geotech Eng.
6. Raba Kistner
7. Atser
8. CEI SAFE and Tolunay-Wong
9. Fugro Consultants
10. HTS, Inc.
11. IDC and HVJ Associates
12. Ratnala & Bahl, Inc. and Tolunay-Wong
13. TLC Engineering HVJ Assoc. and Teran Group
14. Ratnala & Bahl, Inc
15. Geotech Engineering & Testing

33A

FORT BEND COUNTY FY 2008 9

COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: 9/29/2008

Court Date: 10/7/2008

Submitted By: Milton Wright
Department: 027 - Sheriff's Office
Telephone: 281 341-4700

SUMMARY OF ITEM:

Renewal Agreement/Appointment: YES ☐ NO X

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO X

Funding Source: 08 Funds 225560112-63000

Requires Auditor to Certify Funds: YES ☐ NO X

Instructions for submitting an Agenda Request:

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

DISTRIBUTION:

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

X	Auditor	(281-341-3774)	X	Comm. Pct. 1	(281-342-0587)
X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-8009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-8060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
X	Other: _____		X	County Atty	(281-341-4557)

Recommendation: Approve reimbursement to Scott Newton in the amount of $58.00 for boarding fee for Narcotic K-9 for August 30 – September 1, 2008.

Special Handling: _____

AS PER ORIGINAL

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

2255600112

63000

[redacted]

Vendor #	
Vendor Name	Scott Newton
Address	17939 Rose Hill Park Ln
City	Cypress
State	Texas
Zip Code	77429
Date	9-5-08

Invoice #/Invoice Date/Desc	Amount
11379 / 9-1-08	
Boarding for Narcotic K9 - Mike	
Total	$58.00

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

AS PER ORIGINAL

OWNER'S RECEIPT

Control # 113179

Pet: **Mike**
Owner: **Newton, Scott**
Addr: **17939 Lows Hill Park Ln**
Cypress, TX 77429
Phone: **(713)703-0681**

Date: **9/1/2008**
Arrived: **8/30/2008** @ **7:50 AM**
Depart: **9/1/2008** @ **2:10 PM**

By: **AG**

2 days@ 24.00	48.00
[redacted]	[redacted]
Play Time	0.00
[redacted]	[redacted]
Walks	0.00
[redacted]	[redacted]
Baked Treats	0.00
[redacted]	[redacted]
Daycare	0.00
[redacted]	[redacted]
Daycare p.m.	0.00
[redacted]	[redacted]
Social Hour	0.00

TAILS OF TEXAS PET RESORT
17720 Huffmeister Rd.
Cypress, TX 77429
281-373-4640

www.tailsoftexaspetresort.com

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
Deposit:	0.00
Visa/MC:	$58.00

TAILS OF TEXAS PET RESO
17720 HUFFMEISTER RD
CYPRESS TX 77429

TERMINAL I.D.: 4513

MERCHANT #: 073627028

[redacted]

SALE

BATCH: 000189 INVOICE: 000003
DATE: SEP 01, 08 TIME: 13:08
AUTH NO: 009876

TOTAL $58.00

SCOTT NEWTON

CUSTOMER COPY

33A

FORT BEND COUNTY FY 2008/9

COMMISSIONERS COURT AGENDA REQUEST FORM

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

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Date Submitted: 9/29/2008

Court Date: 10/7/2008

Submitted By: Milton Wright
Department: 027 - Sheriff's Office
Telephone: 281 341-4700

SUMMARY OF ITEM:

Renewal Agreement/Appointment: YES ☐ NO X

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO X

Funding Source: 08 Funds 225560112-63800

Requires Auditor to Certify Funds: YES ☐ NO X

Instructions for submitting an Agenda Request:

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Distribute copies with back-up to all listed below. If by fax, send to the numbers below:

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X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
X	Other: _____		X	County Atty	(281-341-4557)

Recommendation: Approve reimbursement to Scott Newton in the amounts of $108.05 and $6.70 for fence materials purchased at Lowe's to build an enclosure for the Narcotic's K-9 kennel.

Special Handling: _____

AS PER ORIGINAL

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

[illegible]	225560112
[illegible]	634000
Grants & Projects (if needed)	
[illegible]	
[illegible]	

Vendor #	
Vendor Name	Scott Newton
Address	17939 Rose Hill Park Ln
City	Cypress
State / Zip Code / Date	Texas / 77429 / 9-5-08

Invoice #/Invoice Date/Desc	Amount
7-13-08 Laws	
fence materials to build enclosure for Narcotic K9 Kennel.	
	Total $ 114.75

County Auditor's Use Only

CC Approval Date _____

Check Type _____

Audited By _____

Received

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

AS PER ORIGINAL

LOWE'S

LOWE'S HOME CENTERS, INC.
14128 CYPRESS ROSEHILL ROA
CYPRESS, TX 77429
(281)213-1500
-SALE-
SALES #: S2371AU1 1313626 07-13-08

75292 14" BLACK SPRING STANLEY	8.96
272000 BLACK POST MOUNT LATCH ST	12.58
248642 A8 72 ADJUST-A-GATE KIT(3	45.94
202922 FENCE 3PK 5/8"X6" DE PT	20.28
12 @ 1.69	
121 4X4X6 #2 .40 ACQ TREATED	7.85
201710 1X4X6 PT APPEARANCE BOARD	5.94
2 @ 2.97	
SUBTOTAL:	100.75
TAX:	7.30
INVOICE 11367 TOTAL:	108.05
BALANCE DUE:	108.05
DEBIT:	108.05

DEBIT XXXXXXXXXXX 5013 AUTH CODE 010955
PURCHASE CASH BACK TOTAL DEBIT
108.05 0.00 108.05

2371 TERMINAL: 11 07/13/08 11:22:22

OF ITEMS PURCHASED: 18
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU
FOR SHOPPING LOWE'S

RECEIPT REQUIRED FOR CASH REFUND.
CHECK PURCHASE REFUNDS REQUIRE
15 DAY WAIT PERIOD FOR CASH BACK.
STORE MGR: NAUMAN ALIKHAN

LOWE'S

LOWE'S HOME CENTERS, INC.
14128 CYPRESS-ROSEHILL ROA
CYPRESS, TX 77429
(281)213-1500
-SALE-
SALES #: FSTLANE3 12 07-13-08

57251 #12X3 PHFH WOOD S	1.96
2 @ 0.98	
76854 2X4X10 ACQ TOP CH	4.29
SUBTOTAL:	6.25
TAX :	0.45
INVOICE 06-109 TOTAL:	6.70
BALANCE DUE.	6.70
CASH :	6.75
CHANGE :	0.05

2371 TERMINAL: 06 07/13/08 14:56:09

OF ITEMS PURCHASED: 3
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S
RECEIPT REQUIRED FOR CASH REFUND.
CHECK PURCHASE REFUNDS REQUIRE
15 DAY WAIT PERIOD FOR CASH BACK.
STORE MGR: NAUMAN ALIKHAN

33A

FORT BEND COUNTY FY 2008/9

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 9/29/2008

Court Date: 10/7/2008

Submitted By: Milton Wright
Department: 027 - Sheriff's Office
Telephone: 281 341-4700

SUMMARY OF ITEM:

Renewal Agreement/Appointment: YES ☐ NO X

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

List Supporting Documents Attached:

FINANCIAL SUMMARY:

Budgeted Item: YES ☐ NO X

Funding Source: 08 Funds 225560112-63200

Requires Auditor to Certify Funds: YES ☐ NO X

Instructions for submitting an Agenda Request:

- **Completely fill out agenda form: incomplete forms will not be processed.**
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X	Budget Officer	(281-344-3954)	X	Comm. Pct. 2	(281-403-9009)
X	Facilities/Planning	(281-633-7022)	X	Comm. Pct. 3	(281-242-9060)
X	Purchasing Agent	(281-341-8642)	X	Comm. Pct. 4	(281-980-9077)
X	Information Technology	(281-341-4526)	X	County Clerk	(281-341-8697)
X	Other: _____		X	County Atty	(281-341-4557)

Recommendation: Approve reimbursement to Scott Newton in the amount of $55.00 for Membership fee and certification fee for National Narcotic Detector Dog Association for K-9 dog.

Special Handling: _____

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE
County Auditor Form 1016
(Rev. 11/07)

INVOICE TRANSMITTAL

AS PER ORIGINAL

Accounting Unit (8 digits)	22556011 2
Account (5 digits)	63200
Grants & Projects (if needed)	
Activity	
Account Category	

Vendor #	
Vendor Name	Scott Newton
Address	17939 Rose Hill Park Ln
City	Cypress
State	Texas
Zip Code	77429
Date	9-5-08

Invoice #/Invoice Date/Desc	Amount
9/22/08 NNDDA Membership/Cert.	
$30 membership fee + $25 certification fee for National Certification for Narcotic K9 - Mike	
	Total $ 55.00

County Auditor's Use Only

CC Approval Date

Check Type

Audited By

Received

Paid

Authorized Department Approval

Treasurer's Register Stamp and Number

AS PER ORIGINAL

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

FEE: 1 or A $30.00
2 or 3 $50.00

☒ NEW ☐ RENEWAL

Visit our Site
www.nndda.org

NAME: (LAST) NEWTON (FIRST) Scott (M I) P

ADDRESS: [redacted] CITY [redacted]

STATE: TEXAS ZIP: [redacted] EMAIL: [redacted]

DATE OF BIRTH [redacted] SSN [redacted] PUBLISHED phone N[redacted]

WORK PHONE NUMBER: (832) 473 - 3599 HOME PHONE NO: [redacted]

AGENCY: Fort Bend County Sheriffs OFFICE ADDRESS: 1410 Ransom Rd

CITY: Richmond STATE: Texas ZIP: 77469

POSITION AND TITLE OF APPLICANT: DETECTIVE/K9

IF CORPORATE, NATURE OF BUSINESS: _____

SEND NNDDA MAIL TO MY: ☐ Business ☒ Residence

CANINE NAME: MIKE AGE: 19 mos BREED: Malinois

HOW LONG ON ACTIVE DUTY: _____ CANINE OWNED BY: Fort Bend Co S.O.

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE: [signature] DATE: 8/22/08

ACTIVE MEMEBERS ONLY *NAME DEATH BENEFICIARY* [redacted]

CERTIFYING OFFICIAL USE ONLY **MEMBERSHIP CATEGORIES** ***CERTIFYING OFFICIAL USE ONLY***

(Check appropriate box below, MAKE CHECKS PAYABLE TO THE NNDDA)

☒ ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, corrections officer local, state or federal***

○ *Civilian Cadaver Member* **$30.00** *annually, members in this category may only attend events in the cadaver field.*

○ *Corporate members dues* **$50.00** *annually, shall be private industry companies and must send a copy of the license from appropriate state agencies, if required by the state where the firm has offices. DEA license for controlled substance required*

○ *Active associate members dues* **$30.00** *annually, shall be any non-law enforcement person whom is gainfully employed by a company that is a corporate member of this association*

○ *Associate sponsor member dues* **$50.00** *annually, shall be any person or company desiring to be associated with the NNDDA*

TYPE OF PAYMENT: ☒ CHECK # 2178/2179 ☐ CASH ☐ P O. # _____

CERTIFICATION FEES: ☒ Narcotics (25.00) ☐ PSDog (25.00) ☐ Other (25.00 each)

MEMBERSHIP FEES: $30.00 CERTIFICATION FEES $25.00

TOTAL: $55.00 Collected BY: [signature] C/O # 4515 TX

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 9/30/08 **Submitted By:** A.C. Rader
Department: Sheriff's Office
Court Agenda Date: 10/7/08 **Phone Number:** 281-341-4696

SUMMARY OF ITEM: Take all appropriate action to receive reimbursement from SCAAP (State Criminal Alien Assistance Program) in the amount of $129,652.00 for fiscal year 2008.

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

List Supporting Documents Attached: *Email from Kay Steinkamp, Fort Bend Co. Auditor's Office*
Email from Darius LoCicero, Bureau of Justice Assistance
Information on the SCAAP Program and sheet with reimbursement figure - $129,652.00

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☒

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

OCT 01 2008

DESCRIPTION OF LAWSON ACCOUNT: General Fund

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
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- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

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If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609
Distribute copies with back-up to all listed below. If by fax, send to numbers below:

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

Rader

From: Sgt. D. Quam [quamdani@co.fort-bend.tx.us]
Sent: Tuesday, September 30, 2008 9:32 AM
To: 'Rader'
Subject: FW: Fiscal Year 2008 SCAAP Award Announcement
Attachments: Fiscal Year 2008 SCAAP Award Announcement (4.27 KB)

Your assistance in this request is greatly appreciated.

Sincerely,

Sgt. D. Quam
Fort Bend County Sheriff's Office
281-341-4669

-----Original Message-----
From: Kay Steinkamp [mailto:Kay.Steinkamp@co.fort-bend.tx.us]
Sent: Tuesday, September 30, 2008 8:01 AM
To: Daniel Quam
Subject: Fwd: Fiscal Year 2008 SCAAP Award Announcement

Please get this on the Commissioner's Court agenda, so we can accept the award. I will get the budget set up.

Thanks,

Kay Steinkamp
Accountant
Fort Bend County Auditor's Office
281-344-3971

Rader

From: SCAAP [SCAAP@usdoj.gov]
Sent: Friday, September 26, 2008 3:18 PM
To: SCAAP
Subject: Fiscal Year 2008 SCAAP Award Announcement

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your FY 2008 State Criminal Alien Assistance Program (SCAAP) award amounts are now available to view on the SCAAP website at: http://www.ojp.usdoj.gov/BJA/grant/scaap.html. BJA will notify your jurisdiction when the 2008 SCAAP awards are ready for drawdown.

If you have any questions, please email the SCAAP Helpdesk at SCAAP@usdoj.gov.

Congratulations on your SCAAP award.

SCAAP Program Team

Darius LoCicero
Division Chief, Special Projects
Bureau of Justice Assistance
U.S. Department of Justice

Eileen M. Garry
Deputy Director
Bureau of Justice Assistance
U.S. Department of Justice



About BJA
Funding
Programs
Training and Technical Assistance
Publications
Public Safety Officers' Benefits Program

Programs

State Criminal Alien Assistance Program (SCAAP)

NEW: FY 2008 SCAAP Awards: The Bureau of Justice Assistance (BJA) is pleased to announce that the FY 2008 State Criminal Alien Assistance Program (SCAAP) awards are complete. Click the following to view the FY 2008 SCAAP award amounts. BJA will email all 2008 SCAAP jurisdictions when the SCAAP awards are ready for drawdown in the next two weeks.

Overview: BJA administers SCAAP, in conjunction with the Bureau of Immigration and Customs Enforcement and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.

FY 2007 and 2008 SCAAP Use of Funds List

Salaries for corrections officers
Overtime costs
Corrections work force recruitment and retention
Construction of corrections facilities
Training / education for offenders
Training for corrections officers related to offender population management
Consultants involved with offender population
Medical and mental health services
Vehicle rental / purchase for transport of offenders
Prison Industries
Pre-release / reentry programs
Technology involving offender management / inter agency information sharing
Disaster preparedness continuity of operations for corrections facility

Reporting Period: The reporting period for the FY 2008 application period is July 1, 2006 through June 30, 2007. Only qualifying inmates who served four or more days during this period may be included in the FY 2008 SCAAP application.

Eligible Inmates - Applicant Responsibilities: Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

Qualifying Criminal Charges and Convictions: To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting

period. Once a person meets these criteria, all pre-trial and post-conviction time served from July 1, 2006 through June 30, 2007 may be included in the FY 2008 application.

Qualifying Salary Data: Salary information reported in the application must reflect the total salaries and wages paid to full-and part-time correctional officers and others who meet the SCAAP definition (see the FY 2008 SCAAP Guidelines). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2006 to June 30, 2007). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.).

Chief Executive Officer: SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.**

Legislation: SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

Funding: SCAAP payments will be calculated using a formula that provides a relative share of funding to jurisdictions that apply and is based on the number of eligible criminal aliens, as determined by DHS.

Payments: SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. All SCAAP payments must go to the jurisdiction's general fund. Please use the jurisdiction's EIN (tax identification) and vendor number when applying for SCAAP funds.

How/When to Apply: FY 2008 applications are being accepted in the OJP Grants Management System (GMS) from March 28, 2008 through May 2, 2008.

BJA would like to remind FY 2008 SCAAP applicants of updates in the Guidelines, including that SCAAP funds may be used for "correctional purposes only," with information regarding the proposed use collected during the award acceptance process and that SCAAP information from jurisdiction inmate data may be shared with other federal government agencies.

2008 SCAAP Data:
FY 2008 SCAAP Guidelines (PDF)
FY 2008 ICE Country Codes (PDF)
FY 2008 Inmate Data File Format (PDF)

Direct Phone Support:
Technical assistance is available Monday through Friday from 9:00 a.m. to 5:00 p.m. eastern time, via the SCAAP Helpdesk at 1-202-353-4411.

For assistance with the GMS login, call 1-888-549-9901 Option 3.

E-Mail Inquiries:
Program and Policy Issues: SCAAP Inquiries: scaap@usdoj.gov
GMS Login Issues: GMS Helpdesk: gmshelp@ojp.usdoj.gov
Banking Issues: OC Customer Service Center: AskOC@ojp.usdoj.gov

Related Information:
FY 2007 SCAAP Funds
SCAAP Archive Information

2008-F2724-TX-AP	County of Fayette	2008-AP-BX-1188	$8,736.00
2008-F2694-TX-AP	County of Fort Bend	2008-AP-BX-1168	$129,652.00
2008-F2442-TX-AP	County of Gillespie	2008-AP-BX-1084	$23,669.00
2008-F2925-TX-AP	County of Grayson	2008-AP-BX-0941	$30,901.00
2008-F2369-TX-AP	County of Harrison	2008-AP-BX-1365	$9,189.00
2008-F2759-TX-AP	County of Hays	2008-AP-BX-1123	$67,970.00
2008-F2945-TX-AP	County of Hidalgo	2008-AP-BX-1216	$473,298.00
2008-F2429-TX-AP	County of Hill	2008-AP-BX-1074	$14,607.00
2008-F2375-TX-AP	County of Hopkins	2008-AP-BX-1370	$10,011.00
2008-F2287-TX-AP	County of Hutchinson	2008-AP-BX-1425	$3,565.00
2008-F2807-TX-AP	County of Johnson	2008-AP-BX-1154	$41,835.00
2008-F2026-TX-AP	County of Kerr	2008-AP-BX-0887	$9,239.00
2008-F2999-TX-AP	County of Lamar	2008-AP-BX-1447	$2,765.00
2008-F2968-TX-AP	County of Lee	2008-AP-BX-1233	$833.00
2008-F2885-TX-AP	County of Leon	2008-AP-BX-0912	$3,220.00
2008-F2126-TX-AP	County of Limestone	2008-AP-BX-1523	$10,345.00
2008-F2114-TX-AP	County of Live Oak	2008-AP-BX-1514	$1,946.00
2008-F2957-TX-AP	County of Matagorda	2008-AP-BX-1225	$25,575.00
2008-F2875-TX-AP	County of Maverick	2008-AP-BX-0905	$13,547.00
2008-F2753-TX-AP	County of McLennan	2008-AP-BX-1118	$84,077.00
2008-F2048-TX-AP	County of Midland	2008-AP-BX-1634	$36,503.00
2008-F1967-TX-AP	County of Montgomery	2008-AP-BX-1678	$145,158.00
2008-F2492-TX-AP	County of Moore	2008-AP-BX-1253	$27,476.00
2008-F2050-TX-AP	County of Navarro	2008-AP-BX-1635	$24,290.00
2008-F3111-TX-AP	County of Nueces	2008-AP-BX-1338	$63,180.00
2008-F2635-TX-AP	County of Ochiltree	2008-AP-BX-0826	$11,366.00
2008-F2859-TX-AP	County of Orange	2008-AP-BX-1023	$5,883.00
2008-F2363-TX-AP	County of Palo Pinto	2008-AP-BX-1361	$8,753.00
2008-F2861-TX-AP	County of Parker	2008-AP-BX-1024	$48,761.00
2008-F3087-TX-AP	County of Parmer	2008-AP-BX-1626	$2,702.00
2008-F2810-TX-AP	County of Pecos	2008-AP-BX-1157	$3,803.00
2008-F2554-TX-AP	County of Polk	2008-AP-BX-1288	$7,758.00
2008-F2152-TX-AP	County of Randall	2008-AP-BX-1297	$17,285.00
2008-F2736-TX-AP	County of Rockwall	2008-AP-BX-1197	$49,426.00
2008-F3142-TX-AP	County of San Jacinto	2008-AP-BX-1357	$994.00
2008-F2058-TX-AP	County of Smith	2008-AP-BX-1639	$103,648.00
2008-F2380-TX-AP	County of Starr	2008-AP-BX-1374	$28,625.00
2008-F3006-TX-AP	County of Tarrant	2008-AP-BX-1453	$561,905.00
2008-F2514-TX-AP	County of Taylor	2008-AP-BX-1263	$13,430.00
2008-F2603-TX-AP	County of Upshur	2008-AP-BX-1568	$864.00
2008-F3039-TX-AP	County of Uvalde	2008-AP-BX-1476	$3,376.00
2008-F2878-TX-AP	County of Van Zandt	2008-AP-BX-0908	$12,714.00
2008-F2887-TX-AP	County of Victoria	2008-AP-BX-0914	$26,729.00
2008-F2398-TX-AP	County of Walker	2008-AP-BX-1382	$6,898.00
2008-F2684-TX-AP	County of Webb	2008-AP-BX-1160	$127,920.00
2008-F2648-TX-AP	County of Wheeler	2008-AP-BX-0835	$7,048.00
2008-F2612-TX-AP	County of Williamson	2008-AP-BX-1574	$146,480.00
2008-F2460-TX-AP	County of Wood	2008-AP-BX-1095	$4,073.00
2008-F2770-TX-AP	County of Zapata	2008-AP-BX-1132	$11,481.00
2008-F3157-TX-AP	County of Zavala	2008-AP-BX-0974	$2,127.00
2008-F2938-TX-AP	Culberson County	2008-AP-BX-1213	$1,627.00
2008-F1909-TX-AP	Dimmit County	2008-AP-BX-1247	$229.00

refer to the cumulative total daily capacity of the jurisdiction's facilities, or to the total number of days only attributable to undocumented criminal aliens. If the Total All Inmate Days exceeds the maximum capacity (Total Bed Count X 365), your jurisdiction will be required to provide an explanation.

Please access the SCAAP Help section for a complete discussion of Facility and Correctional Officer information, definitions, requirements and restrictions.

The following information for Fiscal Year 2008 SCAAP must reflect your correctional facility(ies) information for the reporting period of **July 01, 2006 through June 30, 2007**.

Correctional Officer Information:
(Use decimal values if needed to express full or partial full-time equivalents (FTE))

* Please report the maximum number of *full-time* correctional officers your facility (ies) employed during the reporting period:	204
* Please report the maximum number of *part-time* correctional officers your facility (ies) employed during the reporting period: (Please report as FTE's)	2
* Please report the maximum number of *contracted full-time* correctional officers your facility(ies) employed during the reporting period:	0
* Please report the maximum number of *contracted part-time* correctional officers your facility(ies) employed during the reporting period:(Please report as FTE's) ;	0
Total number of correctional officers your facility(ies) employed during the reporting period: (calculated from above)	206
* Please enter the total salary costs paid to all correctional officers during the reporting period. Do not use commas:	$ 6406875.36

Facility(ies) Information

* Total bed count for correctional facility(ies):	763
* Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S.	



State Criminal Alien Assistance Program 2008-F2694-TX-AP



SCAAP Help

GMS Home

Log Off

Submit Application

Your application for the State Criminal Alien Assistance Program has been successfully submitted. You will no longer be able to edit any information submitted. However, you can log in any time to view the application information.

You will be contacted by the Program Office when your application is processed or any other action is required by you.

File Upload Successful

Your file has been successfully uploaded! The file you uploaded is **scaap.txt**.

	Count
Accepted Inmate Records	462
Rejected Inmate Records	0
Total Inmates	462

Print Close

IN THE MATTER OF APPROVING BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 7th day of October, 2008 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Stavinoha and seconded by Commissioner Prestage, duly put and carried, it is ordered that the bills be approved in the amount up to $ 7,023,423.86 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

Fort Bend County

Scheduled Disbursements for October 7, 2008

Except as indicated all checks will be released after Commissioners' Court on October 7, 2008

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/30/2008	2M BUSINESS PRODUCTS, INC	6,221.50	112,728.23	
10/7/2008	2M BUSINESS PRODUCTS, INC	5,106.55	117,834.78	
9/30/2008	A M AUTOMOTIVE	45.00	2,255.00	
10/7/2008	A M AUTOMOTIVE	40.00	2,295.00	
9/30/2008	A M BEST COMPANY, INC	2,187.90	2,187.90	
10/7/2008	A-1 FIRE EQUIPMENT CO, INC	2,308.00	2,558.00	
9/30/2008	ACETYLENE OXYGEN COMPANY	13.50	6,071.86	
10/7/2008	ACEVEDO, JESUS	136.30	136.30	
9/30/2008	ADA RESOURCES, INC	10,678.42	3,832,192.27	
10/7/2008	ADROGUE, MATIAS J	500.00	12,162.50	
9/30/2008	ADVANCED SAFE AND LOCK	575.00	15,253.14	
9/30/2008	ADVANT TECH SOLUTION	1,299.00	27,656.62	
10/7/2008	ADVANT TECH SOLUTION	4,400.00	32,056.62	
9/25/2008	ALABAMA CHILD SUPPORT	207.86		Note: 2
9/25/2008	ALAMIA, RICHARD F	30.00		Note: 1
9/30/2008	ALAMO IRON WORKS, INC	1,754.50	53,961.42	
9/30/2008	ALBRIGHT, MICHELLE	181.85	199.70	
9/30/2008	ALCOCER, MANUELA	500.00	13,025.00	
10/7/2008	ALCOCER, MANUELA	375.00	13,400.00	
10/7/2008	ALCOHOL MONITORING SYSTEMS	2,045.80	23,129.27	
9/30/2008	ALLIED WASTE SERVICES #853	152.56	8,495.30	
10/7/2008	ALTEK SYSTEMS	3,290.00	28,133.85	
9/29/2008	ALTRA FEDERAL CREDIT UNION	5.00		Note: 1
10/7/2008	AMADIS CONSULTANTS, LLLP	11,940.00	153,541.00	
10/7/2008	AMBIT ENERGY L P	49.55	3,421.14	
10/7/2008	AMERICAN BANK NOTE	635.00	13,365.40	
9/25/2008	AMERICAN FAMILY LIFE INSUR	10,210.88		Note: 2
9/25/2008	AMERICAN HERITAGE LIFE INS	1,206.38		Note: 2
9/30/2008	AMERICAN MATERIALS	171.61	841,490.67	
10/7/2008	AMERICAN MATERIALS	180.47	841,671.14	
9/30/2008	AMERICAN MESSAGING SERVICES	58.21	9,130.20	
10/7/2008	AMERICAN MESSAGING SERVICES	86.25	9,216.45	
9/30/2008	AMERICAN STEEL AND SUPPLY,	559.90	9,329.20	
9/29/2008	AMERICAN TITLE INC	9.00		Note: 1
9/29/2008	AMERIPOINT TITLE	97.00		Note: 1
10/7/2008	AMMON ANALYTICAL LABS, LLC	900.00	14,134.00	
9/30/2008	AMSAN TEXAS	318.84	4,779.72	
10/7/2008	ANGELINA COUNTY AUDITOR	303,390.00	1,931,512.66	
9/30/2008	ANIXTER, INC	142.00	16,788.40	
10/7/2008	ARCHER CHRYSLER- JEEP, INC	141.80	2,884.82	
10/7/2008	ARCHER CHRYSLER PLYMOUTH	681.55	2,763.39	
10/7/2008	ARENA COUNSELING CENTER, INC	1,745.00	6,540.00	
10/7/2008	ARMET, JAMES	460.00	835.00	
10/7/2008	ARNOLD, KEVIN DARNELL	1,550.00	44,600.00	
9/30/2008	AT & T	32,477.49	1,226,968.50	Note: 4
9/30/2008	AT & T INTERNET SERVICES	540.00	1,227,508.50	Note: 4
9/30/2008	AT & T LONG DISTANCE	2,010.61	1,229,519.11	Note: 4
10/7/2008	AT & T	5,034.40	1,234,553.51	
9/30/2008	AUDUBON DOCENT GUILD	75.00	600.00	
9/30/2008	AUTO TRUCK APPRAISERS, INC	93.00	5,514.00	
10/7/2008	AUTO TRUCK APPRAISERS, INC	243.00	5,757.00	
9/30/2008	AUTOMATION DIRECT.COM	491.56	696.57	
10/7/2008	AVIA PARTNERS	44,297.68	590,314.09	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
10/7/2008	AWESOME TRANSFORMATIONS	1,050.00	1,050.00	
10/7/2008	AXCITON SYSTEMS, INC	515.00	515.00	
9/30/2008	AZTEC RENTAL CENTER, INC	167.65	21,431.18	
9/30/2008	B & H PHOTO VIDEO PRO-AUDI	430.85	2,998.45	
9/30/2008	B AND B INDUSTRIES	8,922.80	233,707.66	
9/30/2008	B I MONITORING CORPORATION	295.42	28,058.67	
10/2/2008	BARNES, CORLISS EVANS	1,775.70		Note: 1
9/29/2008	BARTLEY & SPEARS PC	5.00		Note: 1
10/7/2008	BASS CONSTRUCTION COMPANY INC	476,399.35	5,176,065.89	
10/7/2008	BATCHAN, JOHN W JR	1,250.00	48,670.00	
9/30/2008	BAYTECH SUPPLY, INC	5,270.00	25,276.73	
10/7/2008	BBC AUDIOBOOKS AMERICA	44.92	15,895.80	
9/30/2008	BECERRA, COLGIN AND PERWIN	1,140.59	26,722.00	
9/29/2008	BERG & ANDROPHY	28.00		Note: 1
10/7/2008	BERNARDO, MARIALIZA MD	90.96	90.96	
10/7/2008	BESIRIS, VENESA	350.00	350.00	
9/30/2008	BEST BUY GOV/ED LLC	572.92	7,832.67	
9/30/2008	BEXAR COUNTY CRIMINAL	35.00	5,579.00	
9/30/2008	BIRD, ROBERT	54.00	2,058.00	
10/7/2008	BIRD, ROBERT	54.00	2,112.00	
10/7/2008	BISON PROFAB	702.78	14,297.07	
10/7/2008	BLUE RIDGE WEST MUD	89.90	1,741.64	
10/7/2008	BMC WEST	35.50	9,720.72	
9/30/2008	BOB BARKER COMPANY, INC	1,275.80	41,222.82	
10/7/2008	BOON-CHAPMAN BENEFIT	25,765.25	2,187,879.36	
9/30/2008	BOUND TREE MEDICAL LLC	1,380.18	186,841.18	
10/7/2008	BOUND TREE MEDICAL LLC	8,293.80	195,134.98	
9/29/2008	BRATTON, LYNETTE D	65.00		Note: 1
10/7/2008	BRAZORIA CO. ALCHOLIC RECOVERY	9,794.00	100,713.00	
9/30/2008	BRENHAM WHOLESALE GROCERY CO	2,956.42	258,871.06	
10/7/2008	BRENHAM WHOLESALE GROCERY CO	4,032.62	262,903.68	
9/25/2008	BRIDGES, JESICA	92.31		Note: 2
9/30/2008	BRILLIANCE AUDIO, INC	66.55	11,042.11	
9/30/2008	BRODART CO	11,211.23	608,567.46	
10/7/2008	BRODART CO	9,481.95	618,049.41	
10/7/2008	BROWN & ASSOC MEDICAL LABS	89.27	8,020.77	
10/7/2008	BROWN, RODNEY	250.00	250.00	
10/7/2008	BROWN, SALLY R	45.98	614.02	
9/30/2008	BUILDING SPECIALTIES	159.01	26,231.78	
10/7/2008	BUILDING SPECIALTIES	396.74	26,628.52	
9/29/2008	BULLOCK ANDREW BECKETT	20.00		Note: 1
9/25/2008	BURCHETT, LYNDA	15.00		Note: 1
9/25/2008	BUREAU OF VITAL STATISTICS	298.35		Note: 1
10/7/2008	BURY AND PARTNERS-HOUSTON INC.	16,037.14	108,922.09	
10/7/2008	BUSINESS INK, CO.	236.18	236.18	
10/7/2008	C AND G WHOLESALE	78.23	10,477.67	
10/7/2008	C P OAKLEY LP	4,305.00	47,776.70	
9/29/2008	CAMARATA, CHRISTINA PLATON	12.00		Note: 1
9/30/2008	CARPENTER AND CARPENTER PC	3,342.50	3,342.50	Note: 4
9/29/2008	CARR, CHAVON D	75.00		Note: 1
9/25/2008	CARRILLO, JESUS JOEL	11,691.18		Note: 1
9/25/2008	CARRILLO, NOE JESUS	11,691.18		Note: 1
9/29/2008	CARSON, JEFERY F, TRUSTEE	53,998.84		Note: 1
10/7/2008	CASTANEDA, ROBERT	33.35	655.11	
9/29/2008	CDS	10.00		Note: 1
9/25/2008	CEDAR CAPITAL LLC	475.00		Note: 1
10/7/2008	CENTERPOINT ENERGY	37,676.40	53,859.61	
9/30/2008	CENTERPOINT ENERGY ENTEX	122.40	320,887.79	Note: 4

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
10/7/2008	CENTERPOINT ENERGY ENTEX	22,870.51	343,758.30	
9/30/2008	CENTRAL HARDWARE NO 2, LLC	186.28	10,334.95	
10/7/2008	CENTRAL HARDWARE NO 2, LLC	278.42	10,613.37	
9/30/2008	CENTRAL POLY CORPORATION	1,034.00	32,387.95	
10/7/2008	CERDA FIED SPECIALISTS, INC	1,987.50	67,278.75	
10/2/2008	CHAO, MARIA	1,650.42		Note: 1
9/30/2008	CHAO, MIGUEL	830.00	830.00	Note: 4
10/7/2008	CHARLES, BENNY	475.19	475.19	
10/7/2008	CHARNSTROM CO, INC	135.90	135.90	
9/25/2008	CHASE HOME FINANCE LLC	131,880.95		Note: 1
10/7/2008	CHENNAULT, ANITA	49.01	49.01	
9/29/2008	CHICAGO TITLE	15.00		Note: 1
9/30/2008	CHILD ADVOCATES OF FT BEND	2,708.63	90,380.95	
9/25/2008	CHILD SUPPORT SPECIALISTS,	80.76		Note: 2
10/7/2008	CINCO MUD 12	228.50	3,415.41	
9/30/2008	CINGULAR WIRELESS	3,633.58	133,447.64	Note: 4
10/7/2008	CINGULAR WIRELESS	1,748.78	135,196.42	
9/29/2008	CIT	5.00		Note: 1
9/30/2008	CITY OF FULSHEAR	415.34	206,178.82	Note: 4
9/30/2008	CITY OF HOUSTON, WATER DEP	133.46	41,303.34	Note: 4
10/7/2008	CITY OF HOUSTON, WATER DEPT	664.41	41,967.75	
10/7/2008	CITY OF NEEDVILLE	202.64	203,155.84	
10/7/2008	CITY OF RICHMOND	36,211.40	1,002,347.63	
9/30/2008	CITY OF ROSENBERG	150.00	403,005.37	Note: 4
10/7/2008	CITY OF ROSENBERG	31,147.65	434,153.02	
9/30/2008	CITY OF SUGAR LAND	441.95	810,481.42	Note: 4
10/7/2008	CLAUNCH & MILLER, INC	1,848.09	25,554.78	
9/30/2008	CLEAR CHANNEL OUTDOOR, INC	7,476.00	7,476.00	
10/7/2008	CLOUDT, MARIA L.	507.43	581.30	
9/30/2008	COASTAL BUTANE SERVICE CO	124.00	19,962.10	
10/7/2008	COASTAL BUTANE SERVICE CO	22.00	19,984.10	
9/25/2008	COLONIAL LIFE AND ACCIDENT	3,417.68		Note: 2
10/7/2008	COMEAUX, TAMI C	42.60	549.61	
10/7/2008	COMMERCIAL ELECTRONICS CORP	1,035.00	6,530.00	
9/25/2008	COMMONWEALTH OF MASSACHUSE	326.00		Note: 2
10/7/2008	COMPACT DISC SOURCE	610.16	11,725.20	
9/30/2008	CONTINENTAL BATTERIES	236.85	33,924.48	
10/7/2008	CONTINENTAL BATTERIES	1,324.63	35,249.11	
10/2/2008	COPELAND, JAMES A	57,930.72		Note: 1
9/30/2008	CORNELL ABRAXAS	1,391.39	41,488.99	
9/30/2008	CORPORATE EXPRESS IMAGING	7,437.67	132,285.02	
10/7/2008	CORPORATE EXPRESS IMAGING	2,212.44	134,497.46	
9/30/2008	CORPORATE OUTFITTERS	6,109.00	22,264.00	
9/30/2008	COTE REAL ESTATE	500.00	1,250.00	
10/7/2008	COTLAR, DORIAN	775.00	8,337.50	
9/30/2008	COUNCIL OF STATE AND	50.00	50.00	
10/7/2008	COUNTRYWIDE HOME LOANS	909.35	4,224.30	
10/7/2008	COURT HARDWARE CO, INC	68.68	195.26	
9/30/2008	COX, JOE	92.45	940.17	
10/7/2008	CRAWFORD, LORAINE	335.50	27,356.65	
9/29/2008	CREATIVE MANAGEMENT COMPAN	5.00		Note: 1
9/30/2008	CROSSWORD TRANSLATION	740.00	12,588.75	
9/30/2008	D & N PARTS & EQUIPMENT, I	2,815.75	18,213.70	
10/7/2008	D AND S TRUCK PARTS	181.33	13,741.44	
9/25/2008	DALLAS COUNTY CONST PCT 5	55.00		Note: 1
10/2/2008	DALLAS COUNTY CONST PCT 5	250.00		Note: 1
9/25/2008	DALLAS COUNTY SHERIFF	55.00		Note: 1
10/7/2008	DAMON FARM & RANCH	239.80	27,172.93	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/29/2008	DANA, GEORGE W	5.00		Note: 1
9/30/2008	DARLING INTERNATIONAL, INC	42.46	723.08	
10/7/2008	DATA FLEX BUSINESS PRODUCTS	5,531.59	5,531.59	
10/7/2008	DAVIDSON, COLIN	100.00	3,030.00	
9/25/2008	DAVILA, GILBERT D	18.00		Note: 1
9/30/2008	DAVIS BROTHERS AUTO SUPPLY	199.99	27,712.91	
10/7/2008	DAVIS BROTHERS AUTO SUPPLY	608.41	28,321.32	
10/7/2008	DELEGARD TOOL COMPANY	1,156.87	9,409.85	
9/30/2008	DELL MARKETING L.P.	25,793.19	973,675.19	
10/7/2008	DELL MARKETING L.P.	8,612.51	982,287.70	
10/7/2008	DENNIS, KATHRYN	450.00	9,155.00	
9/29/2008	DEPT OF STATE HEALTH SERVI	726.51		Note: 1
10/7/2008	DICK'S AUTO ELECTRIC	590.00	10,750.06	
10/7/2008	DIRECT ENERGY, L P	3,527.44	39,164.85	
10/7/2008	DISH NETWORK	5.99	609.76	
10/7/2008	DITTERT RUBBER STAMP, LTD	18.54	1,581.38	
10/7/2008	DITTRICH, PATRICIA	65.52	542.80	
10/7/2008	DIZON, JASON	34.63	812.52	
10/2/2008	DOGGETT, STEPHEN A	35,982.72		Note: 1
10/7/2008	DOLEZAL, MARY ANN	224.12	224.12	
10/6/2008	DOMINIQUE, CHRISTINA	475.00		Note: 1
10/7/2008	DOUBLETREE HOTEL-AUSTIN	113.85	113.85	
10/7/2008	DRURY INN	652.71	2,821.89	
10/7/2008	DUPONT, T B TODD	650.00	10,305.00	
9/30/2008	DZIERZANOWSKI, CHAD D	449.49	8,056.10	
10/7/2008	DZOBA, DIANNE	367.25	796.66	
9/30/2008	EDDIE'S SMALL ENGINE REPAI	4,819.18	5,017.72	
9/30/2008	EDUCATIONAL CATERING, INC	18,938.21	82,065.56	
9/25/2008	EDWARDS, DAMON	55.00		Note: 1
10/2/2008	EDWARDS, DAMON	165.00		Note: 1
9/30/2008	EDWARDS, KENT M	56.74	3,012.79	
10/7/2008	EFUELING TECHNOLOGIES, INC.	756.66	13,840.13	
10/7/2008	EIXMANN, LYNELLE	340.64	340.64	
9/30/2008	ELLIOTT, ANNIE REBECCA	104.59	485.97	
10/7/2008	ENCHANTED GARDENS NURSERY	240.00	8,349.87	
9/30/2008	ESCOBAR, MARIA TERRI	234.00	1,094.32	
9/30/2008	ESP OFFICE SOLUTIONS, LLC	14,039.28	343,692.81	
10/7/2008	ESP OFFICE SOLUTIONS, LLC	838.95	344,531.76	
10/6/2008	ESPARZA, ALBERTO	475.00		Note: 1
10/2/2008	EVANS, ALLEN WAYNE	1,225.00		Note: 1
10/2/2008	EVANS, ANGALIQUE	1,775.70		Note: 1
10/2/2008	EVANS, CHARLENE	460.68		Note: 1
10/2/2008	EVANS, HORTENSE	672.90		Note: 1
9/30/2008	EVER CHANGE YOUTH & FAMILY	251.58	23,507.80	
9/30/2008	EXECUTEAM CORPORATION	8,483.75	1,500,538.16	
10/7/2008	EXECUTEAM CORPORATION	35,493.45	1,536,031.61	
10/7/2008	EXPERTOX	4,956.00	4,956.00	
9/30/2008	FACILITY SOLUTIONS GROUP	210.23	1,034.43	
9/30/2008	FADEN, CARY M	1,500.00	101,460.00	
9/25/2008	FAMILY SUPPORT REGISTRY	139.96		Note: 2
10/7/2008	FAUCETT, MARK	2,425.00	14,255.00	
9/25/2008	FBC EMPLOYEE BENEFIT FUND	102,002.58		Note: 2
9/25/2008	FBC SECTION 125	14,587.99		Note: 2
9/30/2008	FEDEX	159.73	3,286.30	
9/30/2008	FIESTA MART 47	180.29	22,644.29	Note: 4
9/30/2008	FIESTA MART 6	1,630.30	22,644.29	Note: 4
10/7/2008	FIRST CHOICE POWER, INC	1,246.76	17,863.51	
9/30/2008	FLEET DISCOUNT PARTS	71.00	3,861.21	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/30/2008	FLESSNER, GLADYS	5.85	94.82	
9/30/2008	FLORIDA MICRO LLC	3,889.50	28,210.43	
10/7/2008	FLOWERS BAKING COMPANY	2,597.16	44,996.21	
10/2/2008	FOLGER, MICHELLE LEBLANC	10.00		Note: 1
9/30/2008	FOOD TOWN 205	528.41	2,856.31	
9/30/2008	FOODARAMA	476.00	5,766.40	Note: 4
10/7/2008	FORT BEND BODY SHOP	4,340.86	62,043.52	
10/7/2008	FORT BEND CO MUD 23	88.45	581.22	
9/30/2008	FORT BEND CO WCID 2	145.81	3,205.88	Note: 4
10/7/2008	FORT BEND CO WCID 2	412.41	3,618.29	
9/25/2008	FORT BEND COUNTY CHILD SUP	166.36		Note: 2
9/29/2008	FORT BEND COUNTY CLERK	2,490.99		Note: 1
10/6/2008	FORT BEND COUNTY CLERK	4,355.50		Note: 1
9/25/2008	FORT BEND COUNTY DEPUTY	2,544.80		Note: 2
9/25/2008	FORT BEND COUNTY DISTRICT	1,263.59		Note: 1
10/2/2008	FORT BEND COUNTY DISTRICT	222.20		Note: 1
9/25/2008	FORT BEND COUNTY GENERAL F	218.04		Note: 2
9/30/2008	FORT BEND COUNTY MUD 30	14.00	756.97	Note: 4
10/7/2008	FORT BEND COUNTY MUD 30	649.66	1,406.63	
10/7/2008	FORT BEND EMERGENCY SERVICES	86,918.00	87,368.00	
10/7/2008	FORT BEND FEED AND	121.25	987.90	
9/30/2008	FORT BEND HERALD	97.21	14,780.15	
10/7/2008	FORT BEND HERALD	754.71	15,534.86	
9/30/2008	FORT BEND HYDRAULICS INC	2,774.68	64,162.74	
10/7/2008	FORT BEND HYDRAULICS INC	647.29	64,810.03	
10/7/2008	FORT BEND MECHANICAL, LTD	330.00	366,420.06	
10/7/2008	FORT BEND REGIONAL COUNCIL ON	29,761.50	302,134.50	
9/30/2008	FORT BEND VACUUM &	55.75	55.75	
9/30/2008	FOSTER, LOGENE	3,020.00	3,020.00	
10/7/2008	FRANCO, EDUARDO	1,610.00	24,760.00	
9/30/2008	FRANKLIN FURNITURE CO, INC	819.93	5,206.46	
9/29/2008	FROST	5.00		Note: 1
10/2/2008	FULLER, EVA	4,113.11		Note: 1
10/2/2008	FULLER, GEORGE	4,113.12		Note: 1
10/2/2008	FULLER, THEODORE	4,113.11		Note: 1
9/30/2008	G & C BUILDING MAINTENANCE	5,100.00	100,790.92	
9/30/2008	G AND K SERVICES	239.86	103,055.99	
10/7/2008	G AND K SERVICES	2,727.23	105,783.22	
9/30/2008	G T DISTRIBUTORS, INC	948.50	90,168.69	
10/7/2008	G T DISTRIBUTORS, INC	4,065.54	94,234.23	
9/29/2008	GAINER, MICHAEL T	5.00		Note: 1
10/7/2008	GALAN, BEATRICE	23.40	80.33	
10/7/2008	GALE, LETOSHA MD	6,500.00	84,000.00	
9/30/2008	GALLS	623.76	15,395.87	
10/7/2008	GARCIA, VICKY	13.13	13.13	
10/7/2008	GASTON, REGINALD L	54.00	1,800.00	
9/29/2008	GAUGHAN STONE & THIAGARAJA	5.00		Note: 1
9/30/2008	GENEALOGICAL.COM	34.00	104.00	
9/29/2008	GENESIS	8.00		Note: 1
9/30/2008	GILBERT, STEVEN J	275.00	85,953.00	
10/7/2008	GILBERT, STEVEN J	1,975.00	87,928.00	
9/30/2008	GILLEN PEST CONTROL, INC	261.00	37,131.40	
10/7/2008	GILLEN PEST CONTROL, INC	520.00	37,651.40	
9/30/2008	GLOBAL EQUIPMENT COMPANY	803.70	19,338.49	
9/30/2008	GLOBAL GOVT EDUCATION	1,084.50	61,803.24	
10/7/2008	GLOBAL GOVT EDUCATION	3,890.23	65,693.47	
10/7/2008	GLOBALSTAR, LLC	62.55	3,376.59	
9/30/2008	GMAC MORTGAGE	550.64	550.64	Note: 4

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
10/6/2008	GOLDSTEIN, JEFFREY S	712.50		Note: 1
9/30/2008	GOLLAHER, KAREN, PSY D	680.00	17,125.00	
10/7/2008	GOLLAHER, KAREN, PSY D	2,200.00	19,325.00	
9/30/2008	GRAINGER	3,977.45	79,676.63	
10/7/2008	GRAINGER	4,271.68	83,948.31	
10/7/2008	GRAY'S WHOLESALE TIRE DIST	1,252.00	29,616.52	
10/7/2008	GREADY, MARY	2,822.25	9,656.83	
9/25/2008	GREAT SOUTHERN LIFE INSURA	2,154.92		Note: 2
10/7/2008	GREENWALD, WANDA	41.22	550.56	
10/7/2008	GUEST, DIANE	110.12	301.86	
9/30/2008	GULF COAST PAPER COMPANY	4,110.17	178,530.57	
10/7/2008	GULF COAST PAPER COMPANY	2,986.10	181,516.67	
10/7/2008	GUS GEORGE LAW ACADEMY	80.00	975.00	
10/6/2008	GUTIERREZ, FREDIS ANTONIO	574.00		Note: 1
9/29/2008	H E B FEDERAL CREDIT UNION	5.00		Note: 1
9/30/2008	H.E.B GROCERY CO	224.00	3,471.63	Note: 4
9/29/2008	HABIB, SANDRA	475.00		Note: 1
9/30/2008	HALL, MEREDITH LCDC	235.00	10,465.00	
9/30/2008	HALL, MINDY	252.12	3,868.44	
10/7/2008	HALL, MINDY	604.50	4,472.94	
9/30/2008	HALLMARK OFFICE PRODUCTS	81.57	5,540.13	
10/7/2008	HALLMARK OFFICE PRODUCTS	43.53	5,583.66	
10/7/2008	HANCOCK, MARJORIE W.	289.07	579.72	
10/7/2008	HAND HAND HAND PARTNERSHIP	475.00	475.00	
10/7/2008	HAROLD ANDERSON AND ASSOCIATES	5,655.71	153,531.10	
10/7/2008	HARRIS COUNTY - J I M S	65.95	4,203,338.28	
9/29/2008	HARRIS COUNTY CLERK	102.00		Note: 1
9/25/2008	HARRIS COUNTY CONST PCT 4	60.00		Note: 1
10/2/2008	HARRIS COUNTY CONST PCT 4	75.00		Note: 1
9/25/2008	HARRIS COUNTY CONST PCT 5	120.00		Note: 1
10/2/2008	HARRIS COUNTY CONST PCT 5	285.00		Note: 1
9/25/2008	HARRIS COUNTY CONST PCT 7	60.00		Note: 1
10/2/2008	HARRIS COUNTY CONST PCT 8	75.00		Note: 1
10/7/2008	HARRIS, WANDA	50.00	700.00	
10/7/2008	HART INTERCIVIC	1,153,950.00	1,800,067.82	
10/7/2008	HAYS COUNTY TREASURER	10,025.00	141,343.00	
10/7/2008	HAZELDEN	2,605.08	3,024.08	
10/7/2008	HEAD AND GUILD PARTS, INC	1,354.57	15,302.34	
10/7/2008	HEADWATERS RESOURCES, INC.	2,336.60	65,258.48	
9/29/2008	HEGAR, JOE	5.00		Note: 1
9/25/2008	HEITKAMP, WILLIAM E	1,594.91		Note: 2
9/30/2008	HELFMAN FORD CO INC	58,505.86	1,937,155.61	
10/7/2008	HENRY SCHEIN, INC	2,599.50	14,224.25	
10/7/2008	HENRY, ANGELA	7.61	43.31	
10/7/2008	HENRY, CHARLES S MD	176.92	508.02	
10/7/2008	HERMAN, GREGORY MARK	17.00	479.90	
10/7/2008	HERNANDEZ, ASENCION - ACE	75.00	990.00	
10/7/2008	HEWLETT-PACKARD	6,150.00	9,270.00	
9/30/2008	HI-WAY EQUIPMENT COMPANY I	93.70	315,235.67	
10/7/2008	HLAVINKA EQUIPMENT COMPANY	120.29	115,057.88	
9/29/2008	HOANG, TRANG DAI	5.00		Note: 1
10/7/2008	HOBBY LOBBY STORES	103.44	103.44	
10/7/2008	HOFFMANN, JEANETTE	94.49	1,650.54	
10/7/2008	HOLBERT, NADINE	7.61	61.93	
9/30/2008	HOME DEPOT CREDIT SERVICES	437.49	73,729.59	
10/7/2008	HOME DEPOT CREDIT SERVICES	2,020.73	75,750.32	
9/30/2008	HOMECOMINGS FINANCIAL	556.21	556.21	Note: 4
10/7/2008	HOMEQ SERVICING CORP.	789.77	2,236.27	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/29/2008	HOMESTEAD RECORDING SERVIC	22.00		Note: 1
9/29/2008	HORNBECK, JOAN M	12.00		Note: 1
9/29/2008	HOSTO BUCHAN PRATER &	24.00		Note: 1
9/30/2008	HOUSTON CHRONICLE	99.00	929.85	
9/30/2008	HOUSTON COMMUNITY NEWSPAPE	770.70	22,206.06	Note: 4
9/30/2008	HOUSTON CONTAINER CONNECTI	1,650.00	1,650.00	
9/30/2008	HOUSTON FREIGHTLINER, INC	72.32	463,517.32	
10/7/2008	HOUSTON FREIGHTLINER, INC	310.33	463,827.65	
10/7/2008	HOUSTON MEDICAL TESTING	5,690.00	44,802.00	
10/7/2008	HPI INTERNATIONAL, INC	1,345.20	9,161.43	
10/7/2008	HTS INC. CONSULTANTS	7,276.00	7,276.00	
10/7/2008	HUDSON AND O'LEARY LLP	1,233.45	1,233.45	
10/7/2008	HUMPHREY, SONDRA K	240.32	480.64	
10/6/2008	HUNT, SLADE EVERETT	273.00		Note: 1
9/29/2008	HURST, JOHNNY R	145.00		Note: 1
9/30/2008	HUSKY TRAILER AND PARTS CO	215.40	2,257.39	
9/25/2008	HUTCHESON, MARK	18.00		Note: 1
10/7/2008	HWE ACQUISITIONS	308.38	315,544.05	
10/7/2008	HYSECO, INC.	2,082.67	7,232.96	
9/30/2008	ICS	1,863.00	9,195.08	
10/7/2008	IDC, INC	81,167.00	136,516.00	
9/30/2008	IDEAL POULTRY BREEDING FARMS	34.80	34.80	
10/7/2008	IDEAL POULTRY BREEDING FARMS	20.05	54.85	
9/30/2008	IES SYSTEMS	3,450.00	68,973.00	
10/7/2008	ILES, LEIGHTON	36.47	1,283.26	
9/30/2008	IMAGE PROFILES, INC	2,264.00	49,106.23	
9/30/2008	IMPRESSIVE PRINTING	578.00	40,334.65	
10/7/2008	IMPRESSIVE PRINTING	245.00	40,579.65	
9/30/2008	INDYMAC BANK	790.48	790.48	Note: 4
10/7/2008	INGRAM LIBRARY SERVICES	11,020.93	154,978.10	
9/30/2008	INSURANCE INFORMATION EXCH	1,226.60	4,684.75	
9/25/2008	INTERNAL REVENUE SERVICE	853,582.63		Note: 2
9/25/2008	INTERNAL REVENUE SERVICE	1,485.06		Note: 2
9/30/2008	INTERNATIONAL FOREST PRODU	24,817.35	56,847.91	
10/7/2008	INTERNATIONAL TECHNOLOGIES	1,872.71	1,872.71	
10/7/2008	J.J. SALES	200.00	200.00	
10/7/2008	JAMES PUBLISHING, INC	67.94	1,777.89	
10/7/2008	JENKINS, WILLIAM JR	1,162.00	4,498.00	
10/7/2008	JMB TIRE AND APPLIANCE COMPANY	181.79	651.34	
10/7/2008	JOHN WRIGHT ASSOCIATES, INC	8,892.90	8,892.90	
9/29/2008	JOHNSON & PERKINS PLLC	10.00		Note: 1
9/30/2008	JONES MCCLURE PUBLISHING	897.50	5,981.21	
10/7/2008	JONES MCCLURE PUBLISHING	72.00	6,053.21	
10/7/2008	JONES, DONICA	250.00	4,355.00	
9/30/2008	JONES, TENNILLE	409.80	3,278.28	
10/6/2008	JOSEPH, REESAMOLE	1,039.00		Note: 1
9/29/2008	JUGUILON, JULIUS L	712.50		Note: 1
9/30/2008	JURADO'S UPHOLSTERY & TRIM	88.00	5,900.90	
9/24/2008	JUROR PAYMENTS - TOTAL	20,412.00		Note: 3
10/3/2008	JUROR PAYMENTS - TOTAL	1,000.00		Note: 3
10/7/2008	KELLOGG BROWN & ROOT	51,113.32	147,961.50	
10/7/2008	KELLY, KELLY D	1,512.72	16,555.89	
10/7/2008	KENMOR ELECTRIC CO, LP	1,020.00	1,020.00	
10/2/2008	KERR COUNTY SHERIFF	60.00		Note: 1
9/29/2008	KHAN, IMAD	3,171.86		Note: 1
9/30/2008	KINCADE, JAMES P.C.	1,402.50	16,598.50	
9/30/2008	KING, ADRIAN	99.45	2,647.34	
10/7/2008	KING, SUSAN T.	85.41	1,113.47	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
10/7/2008	KLOTZ ASSOCIATES, INC	31,993.86	175,319.63	
9/30/2008	KOBY, LINDA	84.24	279.90	
10/7/2008	KOHLER INDUSTRIES, INC	22,290.00	36,630.00	
10/7/2008	KOHL'S DEPARTMENT STORES, INC	1,384.26	18,110.40	
9/30/2008	KONICA MINOLTA BUS SOL	480.59	4,854.84	
10/7/2008	KONICA MINOLTA BUS SOL	259.00	5,113.84	
9/30/2008	KONICA MINOLTA BUSINESS	240.00	10,595.26	
10/7/2008	KONICA MINOLTA BUSINESS	197.00	10,792.26	
9/30/2008	KROGER SOUTHWEST CUSTOMER	1,321.43	13,600.00	
10/7/2008	KRONBERG'S FLAGS AND FLAGPOLES	366.00	366.00	
9/30/2008	KUBENA, TERESA	160.28	289.95	
10/7/2008	LAB SAFETY SUPPLY	270.79	7,964.54	
10/7/2008	LABATT FOOD SERVICE	13,838.58	274,245.21	
10/7/2008	LAMKIN, PHYLLIS	75.00	225.00	
9/30/2008	LANDAMERICA COMMONWEALTH	5,439.95	927,026.95	Note: 4
9/29/2008	LANDSAFE TITLE	5.00		Note: 1
9/29/2008	LAW OFFICE OF CHRISTINA LE	5.00		Note: 1
9/30/2008	LAWRENCE MARSHALL CHEVROLE	339.04	19,109.27	
9/30/2008	LAWRENCE MARSHALL FORD MER	1,433.00	62,016.37	
10/7/2008	LEWIS, TERRI B	3.04	4.80	
10/7/2008	LEXICON BILINGUAL RESOURCES	309.00	309.00	
9/30/2008	LEXISNEXIS	36.00	4,524.00	
9/30/2008	LIANG, CATALINA	400.00	19,380.00	
9/30/2008	LIMESTONE COUNTY SHERIFF DEPT	38,412.00	569,481.74	
10/7/2008	LIMESTONE COUNTY SHERIFF DEPT	15,004.00	584,485.74	
9/29/2008	LISKOW & LEWIS	9.00		Note: 1
10/7/2008	LITERACY COUNCIL OF FORT BEND	3,833.34	36,416.75	
9/25/2008	LITTLE,RUSSELL G	39.00		Note: 1
10/7/2008	LITTLEPAGE, AARON	160.00	2,670.00	
9/30/2008	LOCAL LP GAS, INC	320.37	1,754.12	Note: 4
10/7/2008	LOGOS SECURITY SERVICES	600.00	600.00	
10/7/2008	LONE STAR MACHINERY CO, INC	9,261.00	17,766.00	
9/30/2008	LONE STAR PAVEMENT SERVICE	4,433.75	47,883.39	
9/30/2008	LONE STAR UNIFORMS, INC	8,343.00	188,937.11	
10/7/2008	LONE STAR UNIFORMS, INC	94.15	189,031.26	
10/6/2008	LOPEZ, LINDA	329.50		Note: 1
10/7/2008	LOVE, PAUL	1,350.00	27,550.00	
10/7/2008	LOVETT PUBLISHING GROUP	199.50	598.50	
9/30/2008	LOWE'S HOME CENTER	437.93	18,700.14	
10/7/2008	LOWE'S HOME CENTER	13.76	18,713.90	
10/7/2008	LUKOSE, DAVID	33.93	1,153.17	
9/30/2008	LUTHERAN SOCIAL SERVICES	7,842.38	82,118.63	
10/7/2008	LYNN PEAVEY COMPANY	108.60	210.06	
10/7/2008	LYONS A/C AND HEATING INC	115.00	26,800.45	
10/7/2008	M FOX CURL & ASSOCIATES, PC	225.00	10,701.00	
9/29/2008	MACNAUGHTON, PHILLIP A	6.00		Note: 1
10/6/2008	MACRORY, LAURA GENTRY	200.00		Note: 1
9/30/2008	MALDONADO, A E	625.00	30,830.00	
10/7/2008	MALDONADO, A E	375.00	31,205.00	
10/7/2008	MANATRON, INC	59,204.30	322,252.35	
10/7/2008	MARKETLAB, INC.	316.40	406.25	
9/30/2008	MARTIN ASPHALT	7,968.54	102,902.82	
9/30/2008	MARTINEZ, MARIO A	15.00	11,048.00	
10/7/2008	MARTINEZ, STEVEN SCOTT	250.00	21,567.00	
9/25/2008	MATAGORDA COUNTY CHILD SUP	120.00		Note: 2
9/25/2008	MATAGORDA COUNTY SHERIFF	100.00		Note: 1
9/30/2008	MATHEW, THOMAS	975.00	975.00	Note: 4
9/30/2008	MATTHEW BENDER AND CO, INC	1,808.20	50,825.37	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/29/2008	MAY, JILLIAN	95.00		Note: 1
10/7/2008	MC ANDREW III, ATWOOD R	698.50	3,115.51	
10/7/2008	MC DANIEL, CAROLYN	1,425.00	48,580.00	
10/7/2008	MC MEANS, JEFFREY A	1,038.00	16,603.00	
9/30/2008	MCCANN, PATRICK F	2,500.00	46,100.00	
10/7/2008	MCCLURE, DAVID B	800.00	16,150.00	
9/30/2008	MCDANIEL, CHRIS J	2,585.00	28,418.28	
9/30/2008	MDN ENTERPRISES	1,852.28	250,821.24	
10/7/2008	MEADE, MIKE	80.89	1,417.58	
9/30/2008	MEDIA CONSULTANTS	8,014.04	15,212.32	
9/30/2008	MEDICAL WHOLESALE, INC	596.00	6,211.51	
9/30/2008	MEDTRONIC PHYSIO-CONTROL	18,010.85	59,796.44	
9/29/2008	MENDOZA, JOSEPHINA PENA	950.00		Note: 1
9/25/2008	METLIFE	4,777.86		Note: 2
10/7/2008	METRO FIRE APPARATUS	430.00	163,375.20	
9/25/2008	MEYER,LARRY E	50.00		Note: 1
9/30/2008	MIDWEST TAPE	842.18	16,410.34	
10/7/2008	MIDWEST TAPE	809.22	17,219.56	
10/7/2008	MILLER, MARY	21.06	21.06	
10/7/2008	MINKS, BRENDA	23.40	45.62	
10/7/2008	MOBILE MODULAR MANAGMENT CORP	1,590.84	27,212.56	
10/7/2008	MOBILE RECYCLING LLC	2,088.25	2,088.25	
9/30/2008	MOLINA, ANGELA V	253.89	253.89	
10/7/2008	MONROE SYSTEMS FOR BUSINESS,	839.60	839.60	
10/2/2008	MONTGOMERY COUNTY CONST PC	65.00		Note: 1
9/30/2008	MOORE MEDICAL LLC	1,251.84	60,166.56	
10/6/2008	MORALES, TANYA	712.50		Note: 1
10/7/2008	MORRIS, CANDACE	69.50	587.77	
10/7/2008	MORSE, RANDALL W.	129.52	1,152.46	
10/7/2008	MORTON, REBECCA SUZY	14.70	1,111.03	
9/30/2008	MOSELEY, DEBRA	184.86	1,353.69	
9/30/2008	MOTOROLA	20,660.24	869,133.76	
10/7/2008	MOTOROLA	981.72	870,115.48	
9/30/2008	MSC INDUSTRIAL SUPPLY CO,	434.94	10,773.66	
9/30/2008	MUNOZ, JEANETTE	259.62	7,620.53	
9/30/2008	MUSTANG TRACTOR & EQUIPMENT CO	2,439.60	1,043,278.96	
10/7/2008	MUSTANG TRACTOR & EQUIPMENT CO	12,600.00	1,055,878.96	
9/30/2008	MYERS TIRE SUPPLY	14.22	7,682.90	
9/29/2008	NAGENDRA, SHRIRAM	286.50		Note: 1
9/30/2008	NAPA AUTO PARTS	344.73	31,778.36	
10/7/2008	NAPA AUTO PARTS	449.37	32,227.73	
9/30/2008	NARSETE, MICHAEL S.	1,395.00	6,775.00	Note: 4
10/7/2008	NASSIF, MICHAEL	275.00	40,322.00	
9/25/2008	NATIONAL BOND AND TRUST CO	1,931.67		Note: 2
9/25/2008	NATIONWIDE RETIREMENT SOLU	17,316.87		Note: 2
9/30/2008	NEEDVILLE FEED AND SUPPLY	264.60	5,316.10	
9/25/2008	NEW MEXICO CHILD SUPPORT	140.61		Note: 2
10/7/2008	NEWBART PRODUCTS, INC	1,010.67	4,418.79	
10/7/2008	NEWTON MANUFACTURING COMPANY	1,023.01	1,023.01	
10/7/2008	NEWTON, SCOTT	227.75	236.98	
9/30/2008	NEXTEL COMMUNICATIONS	3,568.40	349,910.00	Note: 4
10/7/2008	NEXTEL COMMUNICATIONS	8,524.75	358,434.75	
9/30/2008	NGUYEN, CHI KIM	924.00	924.00	Note: 4
10/6/2008	NGUYEN, QUOC AI	475.00		Note: 1
10/7/2008	NJOKU, MICHAEL N	2,000.00	62,278.75	
9/29/2008	NOBLE ROYALTIES INC	64.00		Note: 1
9/25/2008	NORTH CAROLINA CHILD SUPPO	47.08		Note: 2
9/29/2008	NORWOOD, DYANI R	2,276.51		Note: 1

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
10/7/2008	NULL-LAIRSON	16,500.00	161,750.00	
10/7/2008	OAK BEND MEDICAL OFFICE, LTD	4,286.95	57,852.05	
10/7/2008	OAKBEND MEDICAL CENTER	43,753.54	972,895.42	
10/7/2008	O'BRIEN COUNSELING SERVICES	500.00	5,190.00	
9/30/2008	OCWEN FEDERAL BANK FSB	614.46	614.46	Note: 4
9/30/2008	OFFICE DEPOT, INC	10,920.72	377,173.02	
10/7/2008	OFFICE DEPOT, INC	16,471.20	393,644.22	
9/25/2008	OHIO CHILD SUPPORT	302.23		Note: 2
9/30/2008	OLDHAM, JOHN	33.49	807.56	
9/30/2008	OLIER, TIMOTHY	36.86	944.27	
10/7/2008	OLIER, TIMOTHY	98.28	1,042.55	
10/7/2008	OLYMPIA BUSINESS PRODUCTS	2,444.40	14,857.01	
10/7/2008	OMEGA LABORATORIES, INC	4,012.00	64,428.00	
10/7/2008	OMEGASPHERE, INC.	196.00	196.00	
9/30/2008	OMNI AUSTIN HOTEL SOUTHPARK	2,346.00	7,043.60	
10/7/2008	OMNI AUSTIN HOTEL SOUTHPARK	437.00	7,480.60	
9/30/2008	OMNICARE SAN ANTONIO	631.54	725.79	
10/7/2008	OMNICARE SAN ANTONIO	1,999.90	2,725.69	
9/30/2008	ONE SOURCE TOXICOLOGY	3,199.70	66,947.12	
9/30/2008	ONOFREY, JOHN A.	1,100.00	1,100.00	
9/30/2008	O'REILLY AUTO PARTS	227.41	6,003.24	
10/7/2008	O'REILLY AUTO PARTS	415.55	6,418.79	
10/6/2008	ORTEGA, ROBERT L	54.00		Note: 1
9/30/2008	OSBURN ASSOCIATES, INC	5,208.00	49,907.50	
10/7/2008	OSBURN ASSOCIATES, INC	10,157.00	60,064.50	
10/7/2008	OTHON, INC	8,149.90	25,080.10	
9/30/2008	OZARKA	1,030.18	15,222.55	
10/7/2008	OZARKA	2,726.74	17,949.29	
10/7/2008	P SQUARED EMULSIONS	42,470.40	1,108,689.32	
10/2/2008	PARKER, BRIDGET EVANS	3,000.00		Note: 1
9/29/2008	PARTNERS TITLE COMPANY	20.00		Note: 1
10/6/2008	PATEL, NIMESHKUMAR ARVIN	475.00		Note: 1
10/7/2008	PATHWAY TO RECOVERY	20,530.00	197,034.00	
9/30/2008	PATTERSON, JAMES	370.31	3,048.11	
9/25/2008	PEAKE, DAVID G TRUSTEE	1,753.84		Note: 2
10/7/2008	PEDDAMATHAM, KUMARA, MD	433.78	13,412.04	
10/7/2008	PELLERIN LAUNDRY MACHINERY	953.04	4,549.61	
9/29/2008	PEOPLES TRUST	25.00		Note: 1
9/30/2008	PEREZ, JAMES L	300.00	3,000.00	
10/7/2008	PERFORMANCE FOOD GROUP	1,879.34	252,027.02	
9/30/2008	PERHAM, JOSHUA	2.34	9.98	
9/29/2008	PETROSEWICZ, NORMA MONTALV	260.00		Note: 1
9/30/2008	PHOENIX HOUSES OF TEXAS, I	3,288.74	15,498.90	
10/7/2008	PHOENIX, JOYCE	150.00	19,650.00	
10/7/2008	PIERCE GOODWIN ALEXANDER AND	1,440.99	1,528,176.24	
10/7/2008	PINEYWOODS HEALTHCARE SYSTEMS	912.40	7,605.06	
9/30/2008	PITNEY BOWES	6,918.79	466,514.66	
9/30/2008	PITNEY BOWES INC	805.46	467,320.12	
10/7/2008	PLANO MOLDING COMPANY	134.25	134.25	
10/7/2008	PLANTATION M U D	295.99	964.89	
9/30/2008	POFAHL, NANCY	3,810.00	14,063.75	
9/30/2008	POLAK, DIANE	4.68	131.87	
10/7/2008	POLK COUNTY TREASURER	76,734.00	884,401.00	
9/30/2008	PONDER, JOANN	150.00	3,300.00	
10/7/2008	POWER SYSTEMS INC.	79.05	79.05	
9/30/2008	PRECISION DYNAMICS CORPORA	311.44	4,069.44	
9/30/2008	PREMIUM FOODS	4,819.15	119,129.13	
10/7/2008	PRESTAGE, GRADY	774.82	6,482.23	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/30/2008	PRO TECH MONITORING	10,219.58	126,136.29	
10/7/2008	PROJECT LEADERSHIP ASSOCIATION	16,800.00	17,140.00	
9/30/2008	PROOFPOINT, INC	9,144.00	49,735.00	
9/30/2008	PROPAC	142.00	142.00	
9/29/2008	PROPERTY TAX FIX LLC	15.00		Note: 1
9/30/2008	PROSPERITY BANK	12,655.26	249,780.90	
9/30/2008	PSYCHOLOGICAL ASSESSMENT	658.80	1,880.90	
10/7/2008	PUBLIC HEALTH FOUNDATION	112.50	112.50	
9/30/2008	QUANTUM ART, INC	21,604.17	23,704.17	
10/7/2008	QUARTERMASTER	245.00	1,720.00	
10/7/2008	QUEST DIAGNOSTIC	290.74	5,298.29	
10/7/2008	QUINN, ALICIA	11.70	106.60	
9/30/2008	R B EVERETT AND COMPANY	6,283.13	122,119.86	
10/7/2008	RADIOSHACK	1,949.55	3,880.09	
9/29/2008	RAM ERNERGY INC	5.00		Note: 1
10/7/2008	RANDOM HOUSE, INC	189.21	37,769.53	
10/7/2008	RATJEN, ANGELA	58.50	245.26	
9/30/2008	RAY GLASS COMPANY INC	1,284.47	27,651.95	
10/7/2008	RECORDED BOOKS, LLC	830.00	43,160.08	
9/30/2008	RED RIVER SPECIALTIES, INC	2,318.40	251,346.40	
9/30/2008	REDWOOD BIOTECH	1,980.00	29,502.50	
10/7/2008	REED ELSEVIER, INC.	200.00	200.00	
10/7/2008	REED, JESSE A III, PHD	3,000.00	39,025.00	
9/30/2008	REFERENCE SERVICE PRESS	188.00	428.33	
9/29/2008	REGAN, SHAWN STEVEN	475.00		Note: 1
9/29/2008	REGIONS	8.00		Note: 1
9/29/2008	REGIONS BANK	75.00		Note: 1
9/30/2008	RELIANT ENERGY RETAIL SERV	721.59	134,940.16	Note: 4
10/7/2008	RELIANT ENERGY RETAIL SERVICES	19,684.98	154,625.14	
10/7/2008	REMEDY GRAPHICS, INC	46.22	46.22	
9/29/2008	RENTERIA, MARC	475.00		Note: 1
9/29/2008	REYES, ROSALINDA V	69.91		Note: 1
10/7/2008	REYNOLDS, KAYE	674.91	2,788.76	
9/30/2008	RICHARDSON-CARGLE, BELINDA	1,100.00	1,100.00	Note: 4
10/7/2008	RICHMOND BONE AND JOINT CLINIC	1,275.44	50,495.76	
9/30/2008	RICHMOND/ROSENBERG OCC CLI	620.00	10,755.71	
9/30/2008	RIDGEMONT HEIGHTS	710.00	710.00	Note: 4
10/7/2008	RIDGWAY'S - HOUSTON	4,087.05	4,087.05	
9/30/2008	ROBINSON TEXTILES, INC.	1,344.96	7,632.00	
10/6/2008	ROBINSON, KAVONNA SHAWNTEL	712.50		Note: 1
10/7/2008	ROBINSON, SHERRY	160.00	160.00	
10/7/2008	ROE, CARMEN	1,175.00	19,025.00	
9/30/2008	ROSE/RICH CHAMBER OF COMME	100.00	100.00	
10/7/2008	ROSE/RICH CHAMBER OF COMME	1,500.00	1,600.00	
9/30/2008	ROSENBERG VETERINARY CLINIC	286.00	861.50	
10/7/2008	ROSENBERG VETERINARY CLINIC	34.00	895.50	
9/30/2008	ROSE-RICH VET CLINIC, INC.	490.00	2,880.00	
10/7/2008	ROTHMAN, KAREN ROMEO	488.00	38,815.10	
10/7/2008	ROYAL PROTECTION GROUP, INC	477.00	3,237.68	
9/25/2008	ROYALL,MELODY B	6.00		Note: 1
10/7/2008	SAFETY SHOE DISTRIBUTORS, LLP	107.50	44,485.04	
9/30/2008	SALCEDA, ALBERTO G	300.00	14,475.00	
10/7/2008	SALCEDA, ALBERTO G	525.00	15,000.00	
10/7/2008	SAMPLE, DANIEL	11.70	116.70	
9/30/2008	SANDOVAL, MARIA ANTONIETA	890.00	890.00	Note: 4
9/30/2008	SANTOS, ROBERT L	325.00	31,792.50	
10/7/2008	SANTOS, ROBERT L	800.00	32,592.50	
10/7/2008	SAUCEDA, SYLVIA	26.26	123.51	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
10/7/2008	SCHAEFER, NINA	375.00	24,143.75	
9/29/2008	SCHEINBERG, SIDNEY H	36.00		Note: 1
10/7/2008	SCHEPPS DAIRY	2,553.00	78,443.98	
9/30/2008	SCHOOL OUTFITTERS LLC	2,514.16	2,514.16	
10/7/2008	SCHULZE, ROSE MARY	58.09	563.41	
10/7/2008	SCOTT, DARRYL	7.61	172.91	
9/29/2008	SCS MANAGEMENT SERVICES	55.00		Note: 1
10/7/2008	SEARS COMMERCIAL CREDIT	458.98	4,476.70	
10/7/2008	SEARS, ROSS A	9,133.94	15,537.88	
10/6/2008	SEBASTIAN, RAJESH	950.00		Note: 1
9/25/2008	SECURITY BENEFIT LIFE INS	20,020.39		Note: 2
9/30/2008	SERVICEMASTER SOUTHWEST	254.98	3,059.76	
9/30/2008	SHAW, RUBY	450.00	83,215.00	
10/7/2008	SHAW, RUBY	350.00	83,565.00	
9/30/2008	SHERWIN WILLIAMS CO	143.65	15,186.36	
9/30/2008	SHERWIN WILLIAMS CO	181.16	15,367.52	
10/7/2008	SHERWIN WILLIAMS CO	251.65	15,619.17	
9/30/2008	SHI GOVERNMENT SOLUTIONS INC	311.00	336,305.88	
10/7/2008	SHI GOVERNMENT SOLUTIONS INC	11,662.00	347,967.88	
10/7/2008	SHOEMAKE, JAMES H.	902.21	1,142.55	
10/7/2008	SHOPPA'S FARM SUPPLY INC	1,350.75	49,532.38	
9/30/2008	SHORELINE, INC	4,300.66	4,300.66	
10/7/2008	SHUKLA, AMITABH, MD	264.04	4,172.19	
9/30/2008	SIGMA SOLUTIONS, INC	10.00	25,039.77	
9/30/2008	SIMPLEX GRINNELL LP	274.00	74,577.68	
9/25/2008	SINGLEY, TIM K	65.00		Note: 1
10/7/2008	SIRCHIE FINGER PRINT	3,000.00	6,174.32	
9/30/2008	SLAVINSKI, BOBBY	613.18	4,764.02	
9/30/2008	SMITH, DERICK R	875.00	22,085.00	
10/2/2008	SMITH, LEWIS W IV	3.00		Note: 1
9/30/2008	SMITH, MERRI	3,194.71	13,704.46	
9/30/2008	SMITHERS, DONALD LEE	65.87	1,716.46	
9/30/2008	SNAP-ON INDUSTRIAL	20.44	16,546.51	
9/29/2008	SNELL, RICHARD	72.00		Note: 1
9/30/2008	SOLUTIONS 4 SURE, INC	2,071.07	246,036.79	
10/6/2008	SOMERVILLE, DOMINIQUE	475.00		Note: 1
9/30/2008	SOS-FT BEND CO WOMEN'S CEN	7,487.77	109,619.97	
9/30/2008	SOUTHERN TIRE MART, LLC	1,561.00	93,280.18	
9/30/2008	SOUTHWEST BOOK COMPANY	2,952.67	65,790.23	
9/30/2008	SOUTHWEST BUSINESS MACHINE	5,088.00	5,178.00	
9/30/2008	SOUTHWEST MOWER SERVICE CE	111.00	13,201.84	
9/30/2008	SOUTHWEST SOLUTIONS GROUP, INC	1,143.00	51,379.26	
10/7/2008	SOUTHWEST SOLUTIONS GROUP, INC	243.00	51,622.26	
9/29/2008	SOVEREIGN BANK	6.00		Note: 1
9/29/2008	SPECTRUM ASSOC MANAGEMENT	16.00		Note: 1
9/30/2008	SPEEDWAY SHIRTS AND SIGNS,	234.00	61,006.17	
10/7/2008	SPEEDWAY SHIRTS AND SIGNS, LP	4,720.55	65,726.72	
10/7/2008	SPRINT FORT BEND COUNTY	64.00	1,077.00	
9/30/2008	SPRINT WASTE SERVICES L P	320.00	22,687.00	Note: 4
9/30/2008	STAR KART	10,800.00	21,600.00	
10/7/2008	STAT CARE OF TEXAS PA	661.60	41,003.40	
9/25/2008	STATE OF LOUISIANA	441.66		Note: 2
10/7/2008	STEEL MAILBOX COMPANY	483.00	483.00	
10/7/2008	STEELE, CORINNA	225.00	92,925.00	
10/7/2008	STERICYCLE, INC	1,667.50	8,771.55	
9/30/2008	STEVENS, JAMES A	675.00	55,147.50	
10/7/2008	STEVENS, JAMES A	375.00	55,522.50	
10/7/2008	STEWART AND STEVENSON SERVICES	1,037.33	1,049.74	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/30/2008	STICKLER, TOMMY J	750.00	26,587.49	
9/30/2008	STINNETT, BEATRICE	43.88	77.50	
10/7/2008	STOA INTERNATIONAL ARCHITECTS	5,986.96	28,052.54	
9/30/2008	STORNELLO, ROSARIO	1,150.00	22,622.50	
9/29/2008	STOVALL, EVERETT S	5.00		Note: 1
10/7/2008	STUART C. IRBY COMPANY	543.00	543.00	
10/7/2008	SUGAR LAND COLON	171.51	171.51	
10/7/2008	SULLIVAN SUPPLY SOUTH, INC.	1,325.99	1,325.99	
10/7/2008	SUMPTER, JILL	36.27	36.27	
9/30/2008	SUMRALL, CINDY	55.00	131.97	
9/30/2008	SUN COAST RESOURCES, INC	3,556.00	67,547.19	
10/7/2008	SUNBELT MILL SUPPLY	925.10	16,311.72	
9/29/2008	SUNTRUST MORTGAGE INC	5.00		Note: 1
10/7/2008	SUSSER PETROLEUM COMPANY LLC	173,351.42	173,351.42	
9/30/2008	SYNCSORT INC	1,400.00	39,300.00	
10/7/2008	T MARSHALL CONSULTANT, INC	2,100.00	18,359.60	
10/7/2008	TACNOLOGIES, LTD	1,218.00	2,436.00	
10/7/2008	TARGET BANK	5,190.90	37,522.57	
9/30/2008	TARMAC MATERIALS, LLC	251,246.14	1,901,814.02	
10/7/2008	TARMAC MATERIALS, LLC	29,634.52	1,931,448.54	
9/29/2008	TAYLOR, JAY A	24.00		Note: 1
10/7/2008	TEDSI INFRASTRUCTURE GROUP	2,980.00	57,031.37	
10/7/2008	TELE-COMMUNICATIONS, INC	190.69	1,423.56	
9/30/2008	TERRY, T K	1,650.00	64,126.25	
10/7/2008	TERRY, T K	937.50	65,063.75	
10/7/2008	TEXANA CENTER	1,452.75	467,468.53	
10/7/2008	TEXAS ASSOCIATION OF	640.00	2,785.00	
10/7/2008	TEXAS ASSOCIATION OF COUNTIES	450.00	520,875.21	
9/25/2008	TEXAS CHILD SUPPORT DISBUR	15,700.00		Note: 1
10/2/2008	TEXAS CHILD SUPPORT DISBUR	1,225.00		Note: 1
10/7/2008	TEXAS COMMISSION	1,420.00	5,407.00	
9/25/2008	TEXAS COUNTY & DISTRICT	582,467.43		Note: 2
10/7/2008	TEXAS DEPARTMENT	60.00	624.00	
9/25/2008	TEXAS DEPT OF CRIMINAL JUS	5,637.78		Note: 2
9/30/2008	TEXAS DEPT OF CRIMINAL JUS	225.00	143,858.69	
9/30/2008	TEXAS FISH AND	739.75	739.75	
9/30/2008	TEXAS MARKING PRODUCTS, IN	191.04	2,908.30	
9/30/2008	TEXAS SOCIETY OF ARCHITECT	335.00	335.00	
10/7/2008	TEXAS STATE DIRECTORY PRESS	42.90	1,261.10	
9/30/2008	TEXAS WELDERS SUPPLY CO, I	680.79	28,526.13	
10/7/2008	TEXAS WORKFORCE COMMISSION	375.00	1,375.00	
9/30/2008	THE ARC OF FORT BEND COUNT	2,401.89	25,145.38	
10/7/2008	THE BACKUP TRAINING LLC	72.00	72.00	
9/25/2008	THE HARTFORD	911.00		Note: 2
10/7/2008	THE QUILL LAW FIRM, PC	915.00	10,403.00	
10/7/2008	THE TURNING POINT, INC	11,880.50	143,133.50	
10/2/2008	THOMAS, ANDREW D	35.00		Note: 1
9/25/2008	THOMAS, KATRINA J	5,950.00		Note: 1
10/2/2008	THOMPSON, GEISHA	2,000.00		Note: 1
10/7/2008	THOMSON GALE GROUP	16,022.58	201,018.40	
9/30/2008	TIBURON, INC	990.00	191,437.00	Note: 4
10/7/2008	TIBURON, INC	8,135.00	199,572.00	
9/29/2008	TIEH, WILLIAM	105.00		Note: 1
9/30/2008	TIME CLOCK SALES AND	212.00	3,909.62	
10/7/2008	TORRES, AMY	600.00	4,135.00	
10/7/2008	TORRES-MILES, CYNTHIA	1,008.48	3,907.86	
10/7/2008	TOTAL TECHNOLOGIES, LLC	180.28	56,442.15	
9/30/2008	TOWN AND COUNTRY AIR	1,665.00	19,820.00	

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/29/2008	TRAN, PHILOAN M	70.00		Note: 1
9/30/2008	TRAN, TOM	1,100.00	1,100.00	Note: 4
9/30/2008	TRANSMONTAIGNE PRODUCT	4,554.83	26,216.58	
9/30/2008	TRAPEZE SOFTWARE GROUP, IN	6,660.00	133,877.00	
9/29/2008	TRAVERS & TRAVERS	5.00		Note: 1
9/25/2008	TRAVIS COUNTY CONST PCT 5	65.00		Note: 1
10/2/2008	TRAVIS COUNTY CONST PCT 5	260.00		Note: 1
9/30/2008	TREK	49,013.68	784,469.88	
9/30/2008	TRI-ANIM HEALTH SERVICES I	418.50	21,484.20	
10/7/2008	TRIPLE B SERVICES, L L P	487,320.76	6,389,020.55	
9/30/2008	TSAI FONG BOOKS, INC	1,958.87	8,503.39	
10/7/2008	TU, PAUL	1,000.00	37,700.00	
10/7/2008	TURTLE & HUGHES, INC.	615.78	12,458.23	
10/7/2008	TWARDOWSKI, CINDY	4.68	12.44	
10/7/2008	TX ASSOC COURT ADMIN (TACA)	210.00	1,475.00	
9/25/2008	TX ATTORNEY GENERALS OFFIC	25,109.70		Note: 2
9/30/2008	TXU ENERGY	1,815.52	45,737.55	Note: 4
10/7/2008	TXU ENERGY	3,254.80	48,992.35	
9/25/2008	U S DEPARTMENT OF EDUCATIO	110.90		Note: 2
9/30/2008	U S POSTAL SERVICE	50.00	50.00	
10/7/2008	ULTRA BUILDING SERVICES	1,196.96	21,600.96	
9/30/2008	UNITED EQUIPMENT RENTALS	1,098.00	25,124.76	
9/29/2008	UNITED HERITAGE CREDIT UNI	5.00		Note: 1
10/7/2008	UNITED PARCEL SERVICE	82.95	3,706.10	
9/25/2008	UNITED WAY OF THE TEXAS GU	382.32		Note: 2
9/30/2008	URBAN HARVEST, INC.	339.50	339.50	
9/30/2008	VALDEZ, JOSE A.	650.00	650.00	Note: 4
9/30/2008	VANDERBILT MORTGAGE AND	487.20	487.20	Note: 4
9/29/2008	VANDERBILT MORTGATE & FIN	5.00		Note: 1
10/6/2008	VASQUEZ, JOSE DIMAS ORELLA	712.50		Note: 1
9/29/2008	VERDUGO TRUSTEE SERVICE CO	7.25		Note: 1
9/30/2008	VERIZON SOUTHWEST	291.35	41,459.96	Note: 4
9/30/2008	VERIZON WIRELESS	33.51	41,493.47	Note: 4
10/7/2008	VERIZON WIRELESS	562.84	42,056.31	
9/30/2008	VIDOR, WILLIAM	49.87	1,123.18	
10/7/2008	VINKLAREK, LYLA	32.00	500.25	
9/30/2008	W.S. DARLEY AND CO	1,026.36	1,026.36	
10/7/2008	W.S. DARLEY AND CO	983.58	2,009.94	
10/7/2008	WAGENBACH, LARRY	1,003.94	21,399.92	
10/7/2008	WALKER, JANETTE	186.14	1,448.27	
9/30/2008	WALKERCOM, INC	10.78	10,059.78	
10/7/2008	WALKERCOM, INC	976.00	11,035.78	
9/30/2008	WAL-MART COMMUNITY	106.38	37,491.75	
10/7/2008	WAL-MART PHARMACY 546	603.56	38,095.31	
9/30/2008	WALTER MORTGAGE COMPANY	402.51	402.51	Note: 4
10/7/2008	WALZ POSTAL SOLUTIONS, INC	1,156.86	5,145.87	
9/30/2008	WAUKESHA-PEARCE INDUSTRIES	130.56	11,177.14	
9/30/2008	WCA WASTE CORPORATION	558.43	6,202.88	
9/29/2008	WEAVER, W TIMOTHY	8.00		Note: 1
10/7/2008	WEBB, AMANDA M.	1,000.00	1,000.00	
10/7/2008	WEBB, JEFFREY ODE	325.00	33,715.00	
10/7/2008	WEISENBACH SPECIALTY PRINTING	1,387.31	1,387.31	
9/29/2008	WELLS FARGO HOME MORTGAGE	5.00		Note: 1
10/7/2008	WENDT, THOMAS	7.61	7.61	
9/30/2008	WEST GROUP PAYMENT CENTER	1,845.00	211,292.37	
10/7/2008	WEST GROUP PAYMENT CENTER	915.00	212,207.37	
10/7/2008	WEST HOUSTON RADIOLOGY	430.41	23,157.40	
9/25/2008	WHARTON COUNTY CHILD	161.54		Note: 2

Payment Date	Vendor Name	Vendor Payment	Total FY2008 Payments	
9/30/2008	WHITT, KENNETH J	54.00	1,992.00	
9/25/2008	WILLIAMSON COUNTY CONST PC	50.00		Note: 1
9/30/2008	WILLOWRIDGE COMMONS, LLC	7,800.00	19,500.00	
9/30/2008	WILTON-RICE, JOAN	54.99	1,015.00	
9/30/2008	WINDSTREAM	2,704.75	67,194.25	Note: 4
10/7/2008	WINDSTREAM	799.90	67,994.15	
9/30/2008	WM RECYCLE AMERICA, LLC.	3,599.28	6,570.96	
9/30/2008	WOOD, HARRIS S, JR	650.00	11,037.50	
10/7/2008	WOODLAND INN & SUITES	229.00	705.47	
9/30/2008	WOOLSEY, KAREN	79.50	14,619.77	
9/30/2008	WORLD COMMUNICATION CENTER	101.85	2,421.05	
9/30/2008	WYATT RESOURCES, INC	11,106.58	143,740.79	
9/30/2008	WYLIE MANUFACTURING CO	1,469.90	7,537.12	
10/2/2008	ZAPATA COUNTY SHERIFF	75.00		Note: 1
		7,098,313.23		

Note: Checks released prior to 10/07/08 for the following disbursements:
(1): Registry, Cash Bond, and Fee Officer Payments of $382,268.50
(2): Payroll and Employee Benefits Payments of $1,655,652
(3): Juror Payments of $21,412
(4): Time Sensitive Payments of $74,889.37

Total Payments less time sensitive payments $7,023,423.86

IN THE MATTER OF ~~APPROVING~~ Ratify BILLS FOR FORT BEND COUNTY FOR THE FISCAL YEAR 2009

On this the 7th day of October, 2008 at a regular session of Commissioners' Court with the following present:

County Judge
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

Now, therefore, be it resolved upon the motions of Commissioner Stavinoha and seconded by Commissioner Prestage, duly put and carried, it is ordered that the bills be approved in the amount up to $ 74,889.37 as presented by Robert Ed Sturdivant, County Auditor.

*******APPROVED*******

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DD2

FORT BEND COUNTY FY 2009
DRAINAGE DISTRICT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**October 1, 2008**	**Submitted By:**	**Mark Vogler**
		Department:	**Drainage District**
Court Agenda Date:	**October 7, 2008**	**Phone Number:**	**281/342-2863**

SUMMARY OF ITEM:

Accept Monthly Report for July 2008.

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

List Supporting Documents Attached: **July Report and Summary Memorandum**

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Accept Monthly Report for July 2008.

Special Handling Requested (specify):

DRAINAGE DISTRICT
FORT BEND COUNTY, TEXAS

Monthly Report
July 2008

The removal of vegetation from channels during July 2008 was accomplished by shredding and herbicide applications. Shredding was done on sixty (60) channels that included Buffalo Creek I-B-3, Clear Creek VI, Sims Bayou VIII-B, and Stafford Run II-K-1.

Herbicides were applied to forty-six (46) channels that included Brookshire Creek II-F-1, Coon Creek II-B-3, Mustang Creek IV, and Oyster Creek II-K,

The bridge crew worked on a variety of projects that included replacing low water crossings across Bullhead Slough II-L and Jones Creek II-I-8, and watergates across Big Creek II-B and Cottonwood Creek II-B-24.

The excavation of Big Creek II-B continued where the LinkBelt LS308H and LS98C draglines combined to dig thirty seven thousand (37,000) cubic yards of spoil material.

The following charts indicate which projects received work and which equipment was assigned to each during July 2008.

Engineering/Administration: P. O. Box 1028 * 1004 Blume Road * Rosenberg, Texas 77471 * (281) 342-2863
Construction/Maintenance: 1022 Blume Road * Rosenberg, Texas 77471 * (281) 342-0141

FORT BEND COUNTY DRAINAGE DISTRICT
COURT REPORT
HEAVY EQUIPMENT
JULY 2008

1. BIG CREEK II-B

D556-LINKBELT LS98C DRAGLINE	7/1, 7/2, 7/3, 7/7, 7/8, 7/9, 7/10, 7/11, 7/14, 7/15, 7/16, 7/17, 7/21, 7/22, 7/28, 7/29, 7/30, 7/31
D654 NW 95-70 DRAGLINE	7/1, 7/2, 7/3, 7/7, 7/8, 7/10, 7/11, 7/14, 7/15, 7/16, 7/17, 7/18
D681-CASE 590 LOADER	7/11, 7/17
D699-KOMATSU D65	7/1, 7/2, 7/7, 7/8, 7/9, 7/10, 7/11, 7/14, 7/15
D715-CAT D8R	7/7, 7/8, 7/9, 7/10
D716-CAT D8R	7/1, 7/2, 7/3, 7/7
D736-CAT 12H MOTORGRADER	7/1, 7/2
D759-2002 LINK-BELT 290LX XVTR	7/11, 7/14, 7/15, 7/16, 7/17, 7/18, 7/21, 7/22
D781-2003 KOMATSU D61PX DOZER	7/7, 7/8, 7/9, 7/10, 7/11, 7/14, 7/15, 7/16, 7/17, 7/18, 7/21, 7/22, 7/23, 7/24, 7/25, 7/28, 7/29, 7/30, 7/31
D789-04' LNKBLT LS308H DRAGLIN	7/10, 7/11, 7/14, 7/15, 7/16, 7/17, 7/18, 7/21, 7/22, 7/23, 7/25, 7/30
D790-2004 VOLVO EC240BLC EXC	7/15, 7/16, 7/17, 7/18, 7/21, 7/22, 7/25, 7/28, 7/29, 7/30
D804-2005 D3G CATERPILLAR DOZR	7/14, 7/16, 7/18, 7/21, 7/22, 7/30, 7/31
E133-NORTHWEST 41AIR DRAGLINE	7/4, 7/7, 7/9, 7/10, 7/11, 7/14, 7/15, 7/16, 7/17, 7/22, 7/28, 7/29
E135-NORTHWEST 9570 DRAGLINE	7/9, 7/10, 7/11, 7/14, 7/15, 7/16, 7/18, 7/28, 7/29, 7/30, 7/31

2. BIG CREEK BYPASS II-B ALT

D681-CASE 590 LOADER	7/31

3. BULLHEAD SLOUGH II-L

D790-2004 VOLVO EC240BLC EXC	7/9, 7/10, 7/11, 7/14

4. CEDAR CREEK I-B

D681-CASE 590 LOADER	7/22, 7/28
D700-KOBELCO SK220	7/28, 7/29, 7/30, 7/31
D753-2001 CAT D6M TRCTR W/DOZR	7/10, 7/11, 7/14, 7/15, 7/17, 7/18, 7/21, 7/22, 7/28, 7/29, 7/30

5. COTTONWOOD CREEK II-B-24

D759-2002 LINK-BELT 290LX XVTR	7/2, 7/3, 7/7
D790-2004 VOLVO EC240BLC EXC	7/7
D804-2005 D3G CATERPILLAR DOZR	7/1, 7/2

6. DRY CREEK II-B-2

D753-2001 CAT D6M TRCTR W/DOZR	7/1, 7/2, 7/3, 7/7, 7/8, 7/9

7. DUVAL DITCH II-J

D790-2004 VOLVO EC240BLC EXC	7/14, 7/15

8. JONES CREEK II-E

D759-2002 LINK-BELT 290LX XVTR	7/9, 7/10

9. JONES CREEK (ROSENBUSH DITCH) II-E-6

D790-2004 VOLVO EC240BLC EXC	7/11

10. LOWER OYSTER CREEK III
    D681-CASE 590 LOADER — 7/15

11. MOUND CREEK I-A
    D804-2005 D3G CATERPILLAR DOZR — 7/28, 7/29, 7/30

12. OYSTER CREEK II-K
    D681-CASE 590 LOADER — 7/16

FORT BEND COUNTY DRAINAGE DISTRICT
COURT REPORT
SHREDDER
JULY 2008

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1. BIG CREEK II-B	
D680-6200 MFD	7/14, 7/15, 7/16
D747-2001 JD 6210 TRACTOR	7/8, 7/14, 7/18, 7/25
D771-2003 JD 6220 TRACTOR	7/8, 7/9
2. BIG CREEK II-B-9	
D771-2003 JD 6220 TRACTOR	7/1
3. BRAZOS RIVER II-GG	
D626-6200JD MFWD TRACTOR	7/22
D800-2005 JD 6220 TRACTOR	7/22
D815-2006 JOHN DEERE TRACTOR	7/22
4. BRAZOS RIVER II-GG-1	
D626-6200JD MFWD TRACTOR	7/21, 7/22
D800-2005 JD 6220 TRACTOR	7/21, 7/22
D815-2006 JOHN DEERE TRACTOR	7/22
5. BRAZOS RIVER II-JJ	
D680-6200 MFD	7/14
D815-2006 JOHN DEERE TRACTOR	7/21
6. BRAZOS RIVER II-O	
D626-6200JD MFWD TRACTOR	7/23
D703-JD 6110	7/23
D800-2005 JD 6220 TRACTOR	7/23
D815-2006 JOHN DEERE TRACTOR	7/23
7. BRAZOS RIVER II-QQ	
D626-6200JD MFWD TRACTOR	7/11
D815-2006 JOHN DEERE TRACTOR	7/11
8. BUFFALO CREEK I-B-3	
D711-JD 6110	7/1, 7/2, 7/3, 7/7, 7/8, 7/9, 7/10, 7/14, 7/16
D799-2005 JD 6220 TRACTOR	7/1, 7/7, 7/8, 7/9
D813-2006 JOHN DEERE TRACTOR	7/1, 7/2, 7/3, 7/7, 7/8, 7/9, 7/10, 7/14
9. BUFFALO CREEK I-B-3-I	
D799-2005 JD 6220 TRACTOR	7/10, 7/11
10. BULLHEAD SLOUGH II-L	
D680-6200 MFD	7/11, 7/14, 7/15, 7/16

11. CEDAR CREEK I-B	
D711-JD 6110	7/17, 7/18, 7/21
D799-2005 JD 6220 TRACTOR	7/14, 7/15, 7/16, 7/17, 7/18, 7/21
D813-2006 JOHN DEERE TRACTOR	7/10, 7/15, 7/17, 7/18, 7/21
12. CLEAR CREEK VI	
D642 1995 JD 6200 TRACTOR	7/17, 7/18
D733-JD 4WD TRACTOR	7/23
D749-2001 JD 6210 TRACTOR	7/17, 7/18, 7/21
D765-2002 JD 6220 TRACTOR	7/17, 7/18
D772-2003 JD 6220 TRACTOR	7/18, 7/21
13. CLODINE DITCH V-b	
D680-6200 MFD	7/18
D770-2002 JD 6220 TRACTOR	7/17, 7/18, 7/21, 7/22, 7/23
14. COOLEY DITCH II-CC-1	
D626-6200JD MFWD TRACTOR	7/2
15. COON CREEK II-B-3	
D747-2001 JD 6210 TRACTOR	7/14
D763-2002 JD 6220 TRACTOR	7/14
16. COTTONWOOD CREEK II-B-24	
D747-2001 JD 6210 TRACTOR	7/17
17. DRY CREEK II-B-2	
D679-JD 4WD SLOPEMOWER	7/8, 7/9, 7/14, 7/15, 7/16
D713-JD 6110	7/31
D814-2006 JOHN DEERE TRACTOR	7/8, 7/9, 7/14, 7/15, 7/16, 7/17
18. DRY CREEK II-B-2-i	
D814-2006 JOHN DEERE TRACTOR	7/8
19. DUTCH JOHN CREEK II-B-1	
D679-JD 4WD SLOPEMOWER	7/16, 7/17, 7/18
D814-2006 JOHN DEERE TRACTOR	7/17, 7/18, 7/21
20. DUTCH JOHN CREEK II-B-1-e	
D679-JD 4WD SLOPEMOWER	7/21
D814-2006 JOHN DEERE TRACTOR	7/18

21. FAIRCHILDS CREEK II-B-10	
D701-JD 6110	7/14
D626-6200JD MFWD TRACTOR	7/28, 7/29, 7/30, 7/31
D703-JD 6110	7/29, 7/30, 7/31
D800-2005 JD 6220 TRACTOR	7/28, 7/29, 7/30, 7/31
D815-2006 JOHN DEERE TRACTOR	7/28, 7/29, 7/30, 7/31
22. FLEWELLEN DITCH II-E-10-a	
D626-6200JD MFWD TRACTOR	7/29
D703-JD 6110	7/29
D800-2005 JD 6220 TRACTOR	7/29
D815-2006 JOHN DEERE TRACTOR	7/29
23. FLEWELLEN DITCH II-E-10-b	
D626-6200JD MFWD TRACTOR	7/31
D703-JD 6110	7/31
D800-2005 JD 6220 TRACTOR	7/31
D815-2006 JOHN DEERE TRACTOR	7/31
24. GAPPS SLOUGH II-B-2-a	
D627-JD 4WD SLOPEMOWER	7/25
D679-JD 4WD SLOPEMOWER	7/21, 7/22, 7/23, 7/25, 7/28, 7/29
D814-2006 JOHN DEERE TRACTOR	7/21, 7/22, 7/23
25. GAPPS SLOUGH II-B-2-a-2	
D814-2006 JOHN DEERE TRACTOR	7/22
26. JACKSON DITCH I-H-4	
D800-2005 JD 6220 TRACTOR	7/23
27. JONES CREEK II-E-1	
D626-6200JD MFWD TRACTOR	7/23
D703-JD 6110	7/23
D800-2005 JD 6220 TRACTOR	7/23
D815-2006 JOHN DEERE TRACTOR	7/22, 7/23
28. JONES CREEK II-E-7-a	
D800-2005 JD 6220 TRACTOR	7/28
D815-2006 JOHN DEERE TRACTOR	7/28
29. JONES CREEK (ANDRUS CREEK) II-E-5	
D626-6200JD MFWD TRACTOR	7/28
D800-2005 JD 6220 TRACTOR	7/23, 7/28
D815-2006 JOHN DEERE TRACTOR	7/23, 7/28

30. JONES CREEK (ROSENBUSH DITCH) II-E-6

D626-6200JD MFWD TRACTOR	7/22, 7/23, 7/28
D703-JD 6110	7/23
D815-2006 JOHN DEERE TRACTOR	7/23

31. KEEGANS BAYOU VII-B

D642 1995 JD 6200 TRACTOR	7/1, 7/2
D772-2003 JD 6220 TRACTOR	7/1
D801-2005 JD 6220 TRACTOR	7/1

32. KEEGANS BAYOU VII-B-1

D642 1995 JD 6200 TRACTOR	7/2, 7/3, 7/7
D733-JD 4WD TRACTOR	7/2, 7/3, 7/7

33. KEEGANS BAYOU VII-C

D642 1995 JD 6200 TRACTOR	7/1
D733-JD 4WD TRACTOR	7/1
D772-2003 JD 6220 TRACTOR	7/1
D801-2005 JD 6220 TRACTOR	7/1

34. KEEGANS BAYOU VII-C-1

D642 1995 JD 6200 TRACTOR	7/1
D733-JD 4WD TRACTOR	7/1
D772-2003 JD 6220 TRACTOR	7/1
D801-2005 JD 6220 TRACTOR	7/1, 7/2

35. KEEGANS BAYOU VII-C-2

D642 1995 JD 6200 TRACTOR	7/1
D733-JD 4WD TRACTOR	7/1
D801-2005 JD 6220 TRACTOR	7/3

36. LANDFILL

D764-2002 JD 6220 TRACTOR	7/1, 7/3, 7/10

37. OYSTER CREEK II-K

D713-JD 6110	7/22
D765-2002 JD 6220 TRACTOR	7/16
D801-2005 JD 6220 TRACTOR	7/11

38. OYSTER CREEK II-K-6

D642 1995 JD 6200 TRACTOR	7/1
D733-JD 4WD TRACTOR	7/1

39. RABBS BAYOU II-D	
D680-6200 MFD	7/1, 7/2, 7/3, 7/7, 7/8, 7/10
D800-2005 JD 6220 TRACTOR	7/16
40. RED GULLY II-K-9	
D680-6200 MFD	7/16, 7/17, 7/18
D770-2002 JD 6220 TRACTOR	7/17
41. ROCK PILE	
D764-2002 JD 6220 TRACTOR	7/30
42. SCHUECH DITCH II-RR	
D626-6200JD MFWD TRACTOR	7/14, 7/15, 7/17
D800-2005 JD 6220 TRACTOR	7/21
D815-2006 JOHN DEERE TRACTOR	7/11, 7/14, 7/15
43. SIMS BAYOU VIII-A	
D733-JD 4WD TRACTOR	7/29
D749-2001 JD 6210 TRACTOR	7/29
D765-2002 JD 6220 TRACTOR	7/28
D772-2003 JD 6220 TRACTOR	7/28
44. SIMS BAYOU VIII-A-1	
D733-JD 4WD TRACTOR	7/23, 7/28
D749-2001 JD 6210 TRACTOR	7/23
D765-2002 JD 6220 TRACTOR	7/28
D772-2003 JD 6220 TRACTOR	7/23, 7/28
45. SIMS BAYOU VIII-A-2	
D765-2002 JD 6220 TRACTOR	7/28
D772-2003 JD 6220 TRACTOR	7/28
46. SIMS BAYOU VIII-B	
D733-JD 4WD TRACTOR	7/30, 7/31
D749-2001 JD 6210 TRACTOR	7/30, 7/31
D764-2002 JD 6220 TRACTOR	7/23
D765-2002 JD 6220 TRACTOR	7/15, 7/29, 7/30, 7/31
D772-2003 JD 6220 TRACTOR	7/29, 7/30, 7/31
47. SIMS BAYOU VIII-B-1	
D733-JD 4WD TRACTOR	7/30
D749-2001 JD 6210 TRACTOR	7/30
D765-2002 JD 6220 TRACTOR	7/29, 7/30
D772-2003 JD 6220 TRACTOR	7/29, 7/30

48. SIMS BAYOU VIII-B-2

D733-JD 4WD TRACTOR	7/30
D749-2001 JD 6210 TRACTOR	7/30
D765-2002 JD 6220 TRACTOR	7/29
D772-2003 JD 6220 TRACTOR	7/29

49. SIMS BAYOU VIII-B-2-a

D733-JD 4WD TRACTOR	7/30
D749-2001 JD 6210 TRACTOR	7/30
D765-2002 JD 6220 TRACTOR	7/29
D772-2003 JD 6220 TRACTOR	7/29

50. SNAKE CREEK I-C

D617-1993 JD 4WD 6200 SLPMOWER	7/16, 7/21, 7/22
D642 1995 JD 6200 TRACTOR	7/31
D711-JD 6110	7/22, 7/30, 7/31
D763-2002 JD 6220 TRACTOR	7/15, 7/17, 7/18, 7/21, 7/22, 7/23, 7/30
D771-2003 JD 6220 TRACTOR	7/11, 7/14, 7/15, 7/16, 7/29, 7/30, 7/31
D799-2005 JD 6220 TRACTOR	7/22, 7/28, 7/29, 7/31
D813-2006 JOHN DEERE TRACTOR	7/22, 7/28, 7/29, 7/30, 7/31

51. SNAKE CREEK I-C-10

D771-2003 JD 6220 TRACTOR	7/30

52. SNAKE CREEK I-C-11

D771-2003 JD 6220 TRACTOR	7/29

53. SNAKE CREEK I-C-12

D771-2003 JD 6220 TRACTOR	7/16

54. SNAKE CREEK I-C-12-a

D771-2003 JD 6220 TRACTOR	7/16

55. SNAKE CREEK I-C-15

D771-2003 JD 6220 TRACTOR	7/14

56. SNAKE CREEK I-C-2

D799-2005 JD 6220 TRACTOR	7/30, 7/31

57. SNAKE CREEK I-C-3

D617-1993 JD 4WD 6200 SLPMOWER	7/29
D799-2005 JD 6220 TRACTOR	7/30

58. SNAKE CREEK I-C-5

D617-1993 JD 4WD 6200 SLPMOWER	7/30

59. STAFFORD RUN CREEK II-K-1

D642 1995 JD 6200 TRACTOR	7/10, 7/11, 7/14
D733-JD 4WD TRACTOR	7/7, 7/11
D749-2001 JD 6210 TRACTOR	7/7
D765-2002 JD 6220 TRACTOR	7/14
D772-2003 JD 6220 TRACTOR	7/14
D801-2005 JD 6220 TRACTOR	7/7, 7/11

60. SUGARLAND IND. DITCH II-DD

D626-6200JD MFWD TRACTOR	7/15, 7/21
D815-2006 JOHN DEERE TRACTOR	7/15, 7/17, 7/21

61. THEATRE DITCH II-B-2-e

D814-2006 JOHN DEERE TRACTOR	7/8

62. TURKEY CREEK II-A-2-c

D679-JD 4WD SLOPEMOWER	7/30, 7/31

FORT BEND COUNTY DRAINAGE DISTRICT
COURT REPORT
SPRAYER
JULY 2008

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1. AYLOR DITCH II-NN
   D618-6200MFWD TRACTOR — 7/17

2. BIG CREEK II-B
   D625-6200JD MFWD TRACTOR — 7/16
   D641 1995 JD 6200 TRACTOR — 7/2, 7/7
   D701-JD 6110 — 7/1, 7/7
   D702-JD 6110 — 7/30

3. BIG CREEK II-B-6
   D784-2004 FORD CAB & CHASSIS — 7/1, 7/2, 7/14

4. BIG CREEK II-B-9
   D641 1995 JD 6200 TRACTOR — 7/3

5. BROOKSHIRE CREEK II-F-1
   D748-JD 4WD TOP TRACTOR — 7/7, 7/10

6. BUFFALO CREEK I-B-3-k
   D784-2004 FORD CAB & CHASSIS — 7/16

7. CLEAR CREEK VI
   D616-6200MFWD TRACTOR — 7/16
   D769-JD 15 FT SHREDDER — 7/21

8. CLODINE DITCH V-b
   D732 - JD 4WD TOP TRACTOR — 7/21, 7/22

9. COON CREEK II-B-3
   D784-2004 FORD CAB & CHASSIS — 7/9, 7/10, 7/11, 7/15, 7/16, 7/17

10. COON CREEK II-B-3-d
    D784-2004 FORD CAB & CHASSIS — 7/14, 7/15

11. COON CREEK II-B-3-e
    D784-2004 FORD CAB & CHASSIS — 7/11

12. COON CREEK II-B-3-g
    D784-2004 FORD CAB & CHASSIS — 7/8

13. COW CREEK II-A	
D616-6200MFWD TRACTOR	7/15, 7/16
D702-JD 6110	7/14, 7/15, 7/16
14. DUVAL DITCH II-J	
D618-6200MFWD TRACTOR	7/14, 7/16
D748-JD 4WD TOP TRACTOR	7/15
15. DUVAL DITCH II-J-2	
D618-6200MFWD TRACTOR	7/14, 7/16
16. FAIRCHILDS CREEK II-B-10	
D641 1995 JD 6200 TRACTOR	7/15, 7/17
D701-JD 6110	7/15, 7/16
17. FAIRCHILDS CREEK II-B-10-A	
D701-JD 6110	7/15
18. FAIRCHILDS CREEK II-B-10-b	
D784-2004 FORD CAB & CHASSIS	7/2, 7/3, 7/7, 7/8
19. FAIRCHILDS CREEK II-B-10-c	
D701-JD 6110	7/15
20. FAIRCHILDS CREEK II-B-10-g	
D701-JD 6110	7/16
21. FAIRCHILDS CREEK II-B-10-i	
D641 1995 JD 6200 TRACTOR	7/15
22. FLEWELLEN DITCH II-E-10	
D748-JD 4WD TOP TRACTOR	7/14
23. FLEWELLEN DITCH II-E-10-b	
D748-JD 4WD TOP TRACTOR	7/14
24. FULSHEAR CREEK II-F	
D748-JD 4WD TOP TRACTOR	7/7, 7/11

25. GAPPS SLOUGH II-B-2-a	
D594-JOHN DEERE 2555	7/25, 7/28, 7/29
D712-JD 4WD TRACTOR	7/28, 7/29
26. GUY CREEK I-A-1	
D784-2004 FORD CAB & CHASSIS	7/21
27. GUY CREEK I-A-1-a	
D784-2004 FORD CAB & CHASSIS	7/21
28. LONGPOINT SLOUGH V-B	
D732 - JD 4WD TOP TRACTOR	7/25, 7/29, 7/30
29. LOWER OYSTER CREEK III	
D712-JD 4WD TRACTOR	7/10
D782-2004 FORD CAB & CHASSIS	7/9
30. MOUND CREEK I-A	
D784-2004 FORD CAB & CHASSIS	7/21, 7/22, 7/29
31. MOUND CREEK I-A-2	
D784-2004 FORD CAB & CHASSIS	7/30
32. MOUND CREEK I-A-3	
D784-2004 FORD CAB & CHASSIS	7/29
33. MUSTANG CREEK IV	
D594-JOHN DEERE 2555	7/11
D712-JD 4WD TRACTOR	7/11, 7/17, 7/21, 7/22, 7/25
34. OYSTER CREEK II-K	
D594-JOHN DEERE 2555	7/1, 7/2, 7/7, 7/8
D712-JD 4WD TRACTOR	7/1, 7/2, 7/7, 7/8
35. OYSTER CREEK II-K-5	
D712-JD 4WD TRACTOR	7/1
36. RABBS BAYOU II-D	
D596-JOHN DEERE 2555	7/8

FORT BEND COUNTY DRAINAGE DISTRICT
COURT REPORT
SPRAYER
JULY 2008

37. RED GULLY II-K-9	
D732 - JD 4WD TOP TRACTOR	7/15
38. SIMS BAYOU VIII-A-1	
D769-JD 15 FT SHREDDER	7/23
39. SIMS BAYOU VIII-B-3	
D616-6200MFWD TRACTOR	7/17
40. SNAKE CREEK I-C	
D625-6200JD MFWD TRACTOR	7/29, 7/30, 7/31
41. SNAKE CREEK I-C-10	
D625-6200JD MFWD TRACTOR	7/30
D784-2004 FORD CAB & CHASSIS	7/15
42. SNAKE CREEK I-C-11	
D625-6200JD MFWD TRACTOR	7/29
43. SNAKE CREEK I-C-2	
D784-2004 FORD CAB & CHASSIS	7/29
44. TURKEY CREEK I-D	
D719-4WD FORD SPRAY TRUCK	7/10
45. TURKEY CREEK II-A-2	
D702-JD 6110	7/15
46. WILLOW FORK OF BUFFALO BAYOU V-A	
D618-6200MFWD TRACTOR	7/2, 7/3
D732 - JD 4WD TOP TRACTOR	7/31

D3

FORT BEND COUNTY FY 2009
DRAINAGE DISTRICT AGENDA REQUEST FORM
Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	**October 1, 2008**	**Submitted By:**	**Mark Vogler**
		Department:	**Drainage District**
Court Agenda Date:	**October 7, 2008**	**Phone Number:**	**281/342-2863**

SUMMARY OF ITEM:
Approve renewal of the Interlocal Agreement between Fort Bend County Drainage District and Pecan Grove Municipal Utility District through September 30, 2009.

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

List Supporting Documents Attached: **Interlocal Agreement**

FINANCIAL SUMMARY:

BUDGETED ITEM: YES [ ] NO [ ]

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

DESCRIPTION OF LAWSOM ACCOUNT: _____

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

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

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

RECOMMENDATION / ACTION REQUESTED:

Approve renewal of the Interlocal Agreement between Fort Bend County Drainage District and Pecan Grove Municipal Utility District through September 30, 2009.

Special Handling Requested (specify): Please return signed agreements to Rose Ann Vargas, Drainage.

10-9-08 2 origs. ret. to Rose Ann at Drainage

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
THE PECAN GROVE MUNICIPAL UTILITY DISTRICT

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the Pecan Grove Municipal Utility District, hereinafter referred to as "M.U.D."

WHEREAS, the M.U.D. desires that the Drainage District assist in the maintenance of drainage channels dedicated by instrument to the M.U.D.; and

WHEREAS, the governing body of the M.U.D. has duly authorized this agreement; and

WHEREAS, the Drainage District desires to assist the M.U.D. in the maintenance of drainage channels dedicated by instrument to the M.U.D.; and

WHEREAS, the governing body of said Drainage District has duly authorized this agreement; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

NOW, THEREFORE, the Drainage District and the M.U.D. mutually agree as follows:

1. The Drainage District may maintain drainage channels dedicated by instrument to the M.U.D. upon written notice by the President of the Board of Directors of the M.U.D. to the County Commissioner within whose precinct said drainage is located. Said maintenance shall be limited to control of vegetation by use of herbicides.

2. The letter from the President of the Board of Directors of the M.U.D. shall set forth the following:

a. Describe in detail the drainage maintenance the M.U.D. desires the Drainage District's assistance on and describe in detail the work the M.U.D. desires the Drainage District to perform. The work to be

performed shall be limited to the application of herbicides within channel banks. The targeted specimen must be identified by the M.U.D.

b. The approximate time the M.U.D. desires the Drainage District to commence and the approximate time the M.U.D. desires the Drainage District to complete the work.

c. That the M.U.D. has current revenue funds available to pay the Drainage District its cost for any and all materials used pursuant to the request.

d. The M.U.D. agrees to pay any and all materials used by the Drainage District pertaining to the request.

e. The M.U.D. agrees to provide at no cost to the Drainage District all water required for the maintenance activity.

3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and manpower is available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the M.U.D., provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County and/or Drainage District.

4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and equipment operators necessary for the maintenance of drainage channels made the subject of such conditions.

5. It is expressly understood and agreed that this agreement may be terminated by either party upon thirty (30) days written notice.

6. It is expressly understood and agreed that this agreement is automatically terminated on the 30th day of September, 2009, and must be renewed annually thereafter.

7. It is expressly understood and agreed by the parties hereto that this agreement shall be effective October 1, 2008.

[EXECUTION PAGE FOLLOWS]

RECORDED ON 10-17-08
IN THE COMMISSIONER COURT
MINUTES OF 10-7-08

SIGNED this 26th day of August, 2008.

PECAN GROVE MUNICIPAL UTILITY DISTRICT

Joe Taylor
President, Board of Directors

ATTEST:

John Minchew
Assistant Vice President/ Assistant Secretary,
Board of Directors

(SEAL)

SIGNED this 7 day of OCTOBER, 2008.

COUNTY OF FORT BEND

By:
Name: Robert Hebert
Title: County Judge

ATTEST:

By:
Name: Dianne Wilson
Title: Fort Bend County Clerk

DD4

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

4520 Reading Road
Rosenberg TX 77471

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

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

FROM: Gilbert Jalomo
County Purchasing Agent

SUBJECT: Agenda Items – Drainage District on October 7, 2008

Regular Agenda:

Take all appropriate action on Bid 08-094 – Hydraulic hammer.

DD4

AS PER ORIGINAL

Fort Bend County Tabulation
BID 08-094
Purchase of New Hydraulic Hammer

Recommendation: Romco $51,425.00
Funding: Drainage 160620100 64500

Company	Unit Price 2650 minimum pounds	Unit Price 3150 minimum pounts
R.B. Everett & Company Pasadena Huskie Brand	Disqualified: Did not meet minimum requirements of specifications	Disqualified: Did not meet minimum requirements of specifications
Romco Equipment Company **Houston** **Kent Brand**	$ 45,597.00	**$ 51,425.00**
Sceptre Mechanical Indiana Chicago Pneumatic Brand	Disqualified: Did not meet minimum requirements of specifications	$ 62,100.00

DD4

MEMORANDUM

TO: **Judge Robert Hebert**
County Judge

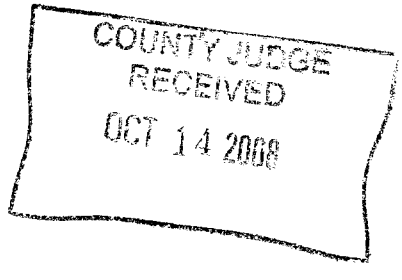
FROM: **Debbie Kaminski**
Assistant Purchasing Agent

SUBJECT: **Please sign the attached contract approved in Commissioners Court on 10/07/08. Thank you.**

DATE: **October 14, 2008**

10/7-08
AGENDA ITEM
#D4

RETURN TO: **Purchasing Department**
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg



10-16-08 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Purchase of New Hydraulic Hammer
for Fort Bend County
BID 08-094

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums. (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Romco Equipment Co.
Legal Name of Contracting Company

Bill Metivier
Contact Person

8450 Breen Houston Texas 77064
Complete Mailing Address

713 937 3005 — Telephone Number
713 937 7541 — Facsimile Number

bmetivier@romco.com
Email Address

Signature — 9/2/08 — Date

Fort Bend County, Texas
Invitation for Bid

Purchase of New Hydraulic Hammer
for Fort Bend County
BID 08-094

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Rosenberg Annex
4520 Reading Road, Suite A
Rosenberg, TX 77471

****NOTE:**
All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, September 4, 2008
1:30 PM (Central)

MARK ENVELOPE:

BID 08-094
Hydraulic Hammer

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED.
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.
Results will be provided to bidders in writing after Commissioners Court award.

Fort Bend County is always conscious and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed to:
Debbie Kaminski, CPPB
Assistant County Purchasing Agent
kaminskd@co.fort-bend.tx.us or
Fax:281-341-8645

Prepared: 08/12/08
Issued: 08/20/08

Vendor Information

Romco Equipment Co.
Legal Name of Contracting Company

[redacted]
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

713 937 3005 — Telephone Number
713 937 7541 — Facsimile Number

8450 Breen
Complete Mailing Address (for Correspondence)

Houston Texas 77064
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Bill Metivier Gulf Coast Regional Manager
Authorized Representative and Title (printed)

bmetivier @ romco . com
Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder: BM

1.0 GENERAL REQUIREMENTS:

1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.

1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.

1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: BM

1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: BLG

1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: BM

1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: _____

1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.

1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.

1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: _____

1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.

1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.

1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: BM

1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more that 25% of the original bid price will not be considered.

2.0 TERMS AND CONDITIONS:

2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.

2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.

2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: BM

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: BM

2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.

2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.

2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: BM

2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.

2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: BM

2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.

2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purchase of one (1) or more new hydraulic hammers, which meets or exceeds the specifications contained herein.

Initials of Bidder: BM

4.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

5.0 DELIVERY:

Delivery of equipment ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent. Delivery must be made to the Fort Bend County Department stated on the purchase order at time of issue.

6.0 POINT OF CONTACT:

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskd@co.fort-bend.tx.us.

7.0 GENERAL INFORMATION:

7.1 Fort Bend County reserves the right to request a demonstration of equipment bid.

7.2 Fort Bend County is requesting pricing on two (2) sizes with the intent on purchasing only one (1) unit.

8.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.** Equipment is to be installed by vendor on Fort Bend County Linkbelt 290LX excavator.

8.1 Hydraulic Hammer. State exact make and model bid on line below.

KENT KF 27 Q

8.2 2650 minimum pounds, Association of Equipment Manufacturers (AEM) Tool Energy Rating in foot pounds.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.3 Hi/Lo Speed Control.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: BM

8.4 Bit, suitable for 8" reinforced concrete slab destruction.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.5 Parts, service, operator manual.

☒ Meets or exceeds specifications ☐ Does not meet specifications

8.6 Warranty, 12 month minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

9.0 REQUIRED EQUIPMENT:

Bidder must state exactly the equipment bid in the space provided. **Failure to meet or exceed each and every specification and/or failure to list equipment bid may result in disqualification of bid.** Equipment is to be installed by vendor on Fort Bend County Linkbelt 290LX excavator.

9.1 Hydraulic Hammer. State exact make and model bid on line below.

KENT KF 35 QT

9.2 3150 minimum pounds, Association of Equipment Manufacturers (AEM) Tool Energy Rating in foot pounds.

☒ Meets or exceeds specifications ☐ Does not meet specifications

9.3 Hi/Lo Speed Control.

☒ Meets or exceeds specifications ☐ Does not meet specifications

9.4 Bit, suitable for 8" reinforced concrete slab destruction.

☒ Meets or exceeds specifications ☐ Does not meet specifications

9.5 Parts, service, operator manual.

☒ Meets or exceeds specifications ☐ Does not meet specifications

9.6 Warranty, 12 month minimum.

☒ Meets or exceeds specifications ☐ Does not meet specifications

Initials of Bidder: BM

10.0 UNIT BID PRICE:

10.1 Unit bid price, for one (1) new 2650 pound hydraulic hammer installed on County owned equipment, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 45,597.00 /each

10.2 Unit bid price, for one (1) new 3150 pound hydraulic hammer installed on County owned equipment, as specified herein, F.O.B. point of delivery in Fort Bend County, Texas:

$ 51,425.00 /each

Fort Bend County has implemented a new financial software program and is phasing out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing. In addition your company needs to complete the vendor registration section on our web page.

Initials of Bidder: BM

CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the ~~10th~~ 7th day of OCTOBER 20 08, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Romco Equipment Co. (company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Hydraulic Hammer** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 7th day of October 2008.

Fort Bend County, Texas

By: Robert Hebert
County Judge

By: Bill Metivier
Signature of Contractor

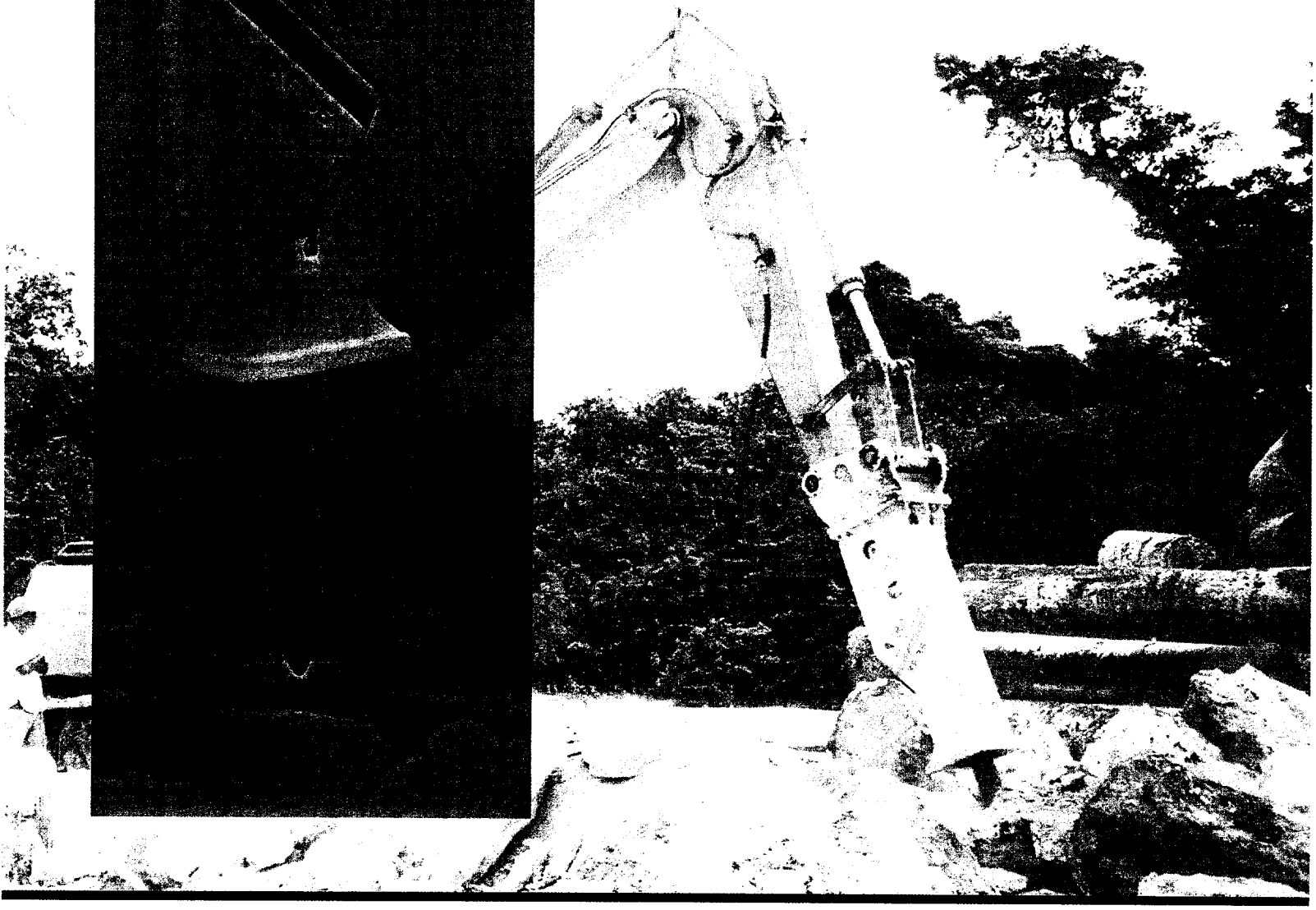
By: Bill Metivier
Printed Name and Title

AS PER ORIGINAL KENT® F SERIES

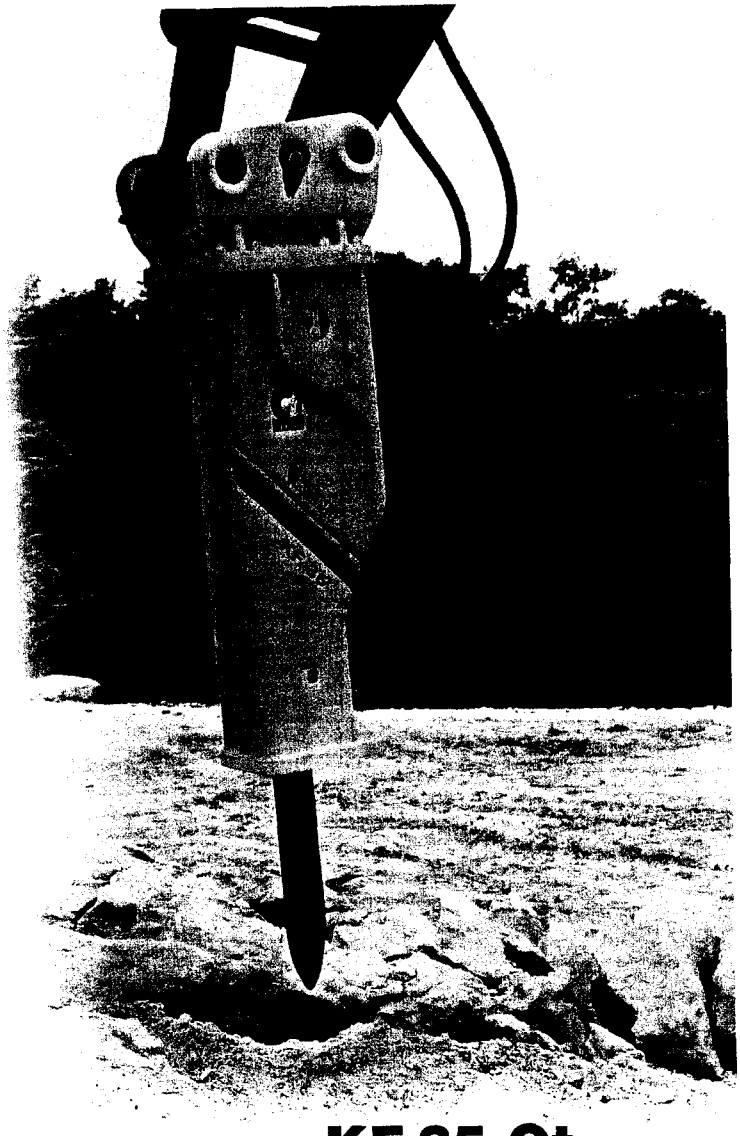


KF 35 Qt

Designed for excavators in the 28.5 to 35 ton range, the KF 35 Qt is a hard hitting hammer that has no rivals. With years of research behind each hammer, it's no accident the F-series outperforms the competition. It starts from the inside out with a patented dust intake prevention system that keeps critical internal parts free from the damage dirt can cause, and continues with the hydraulic safety valve that actuates when the maximum hydraulic pressure is exceeded. We don't stop there, a larger piston diameter and increase in the back head pressure improves the hammers impact performance. An optional hi-lo speed control actuated from the cab matches the hammer and carrier to the application. All Kent hammers come complete with Kent's exclusive Pro-Pak for ease of installation. The Pro-Pak includes hose whips, mounting hardware, standard working steel and tool kit with operating manual at no additional charge.



HYDRAULIC BREAKERS



KF 35 Qt

Impact Energy Class	6000 ft. lbs.
Weight in Lbs. (kg)	5,328 (2,417)
Length in Inches (mm)	121 (3,086)
Adjustable BPM	320 ~ 600
Acceptable GPM Range (LPM)	46 ~ 58 (175 ~ 220)
Acceptable PSI Range (Bar)	2,320 ~ 2,610 (160 ~ 180)
85 dB(A) @:	16-meters
Working Steel Diameter in Inches (mm)	6 (150)
Working Steel:	
new length measured from fronthead (in)	30.50
replaceable length measured from fronthead (in)	18.00
Recommended Carrier in U.S. Tons	28.5 ~ 35

Notes: 1. Weight and length include working steel and universal top cap.

ENERGY RATING SPECIFICATIONS	MODEL KF 35 Qt
AEM Tool Energy Rating in Ft. Lbs. (Joules)	3,298.7 (4,472.4)
AEM Tested Striking Rate BPM	345.00
AEM Tested Flow Rate GPM (LPM)	55.47 (209.96)
AEM Tested Supply Line Pressure PSI (Bar)	2,539.03 (175.06)
AEM Tested Return Line Pressure PSI (Bar)	88.5 (6.11)

Calculated in accordance with the AEM Measuring Guide for Tool Energy Rating for Hydraulic Breakers developed by the Mounted Breaker Manufacturers Bureau of the Association of Equipment Manufacturers. This Mounted breaker is certified to comply with the above standard.

MEMBER AEM ASSOCIATION OF EQUIPMENT MANUFACTURERS

Kent's policy is one of continual improvement. Specifications may change between printing.

Features and Benefits:

- A patented dust intake prevention system prevents dust from entering the front head during the piston stroke. This improves the life of the piston as well as the working steel and bushings
- A higher back head pressure and larger piston diameter results in a 20% increase in impact energy over previous models
- An optional hi/lo speed control is available to match the hammer and carrier to the work at hand conveniently mounted in the cab
- Built-in hydraulic safety valve actuates when the carrier exceeds the maximum pressure. This eliminates the need for a costly relief valve in the hydraulic system of the carrier
- Qt design features reduced noise levels for use in city environments
- Kits are available for underwater demolition

All Kent hammers come complete with Kent's exclusive Pro-Pak for ease of installation. The Pro-Pak includes hose whips, mounting hardware, standard working steel, tool kit and operating manual at no additional charge.

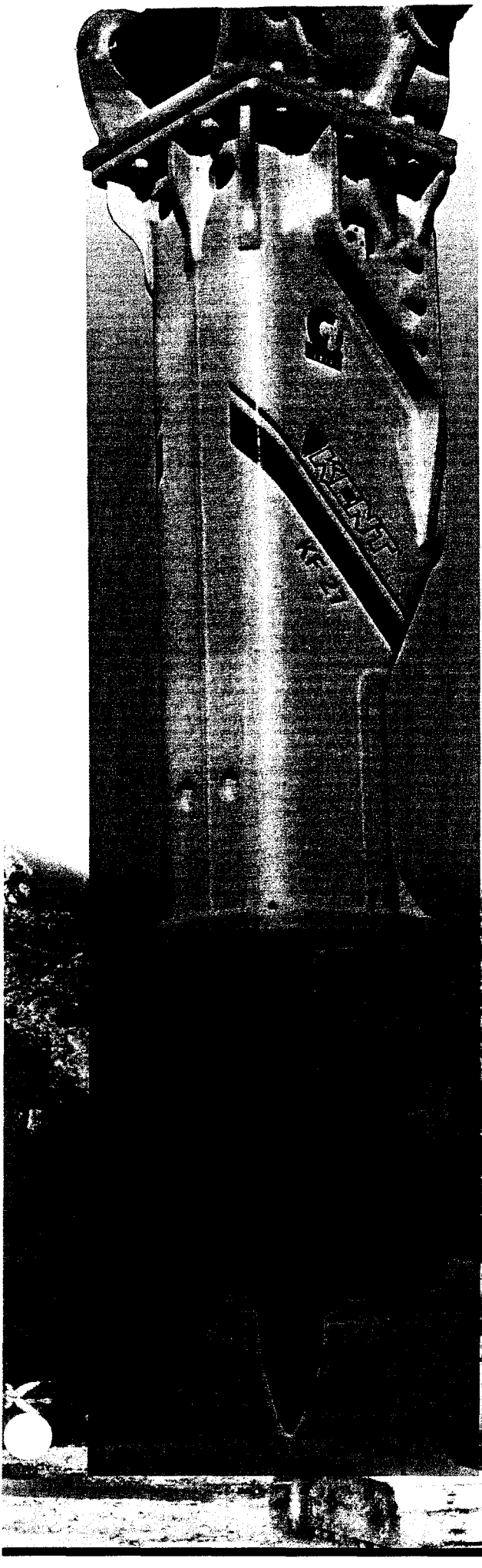
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330-673-5826 • Fax: 330-677-1616
Toll Free: 1-800-527-2282 (East Coast)
1-800-624-1616 (West Coast)

www.kentdemolition.com

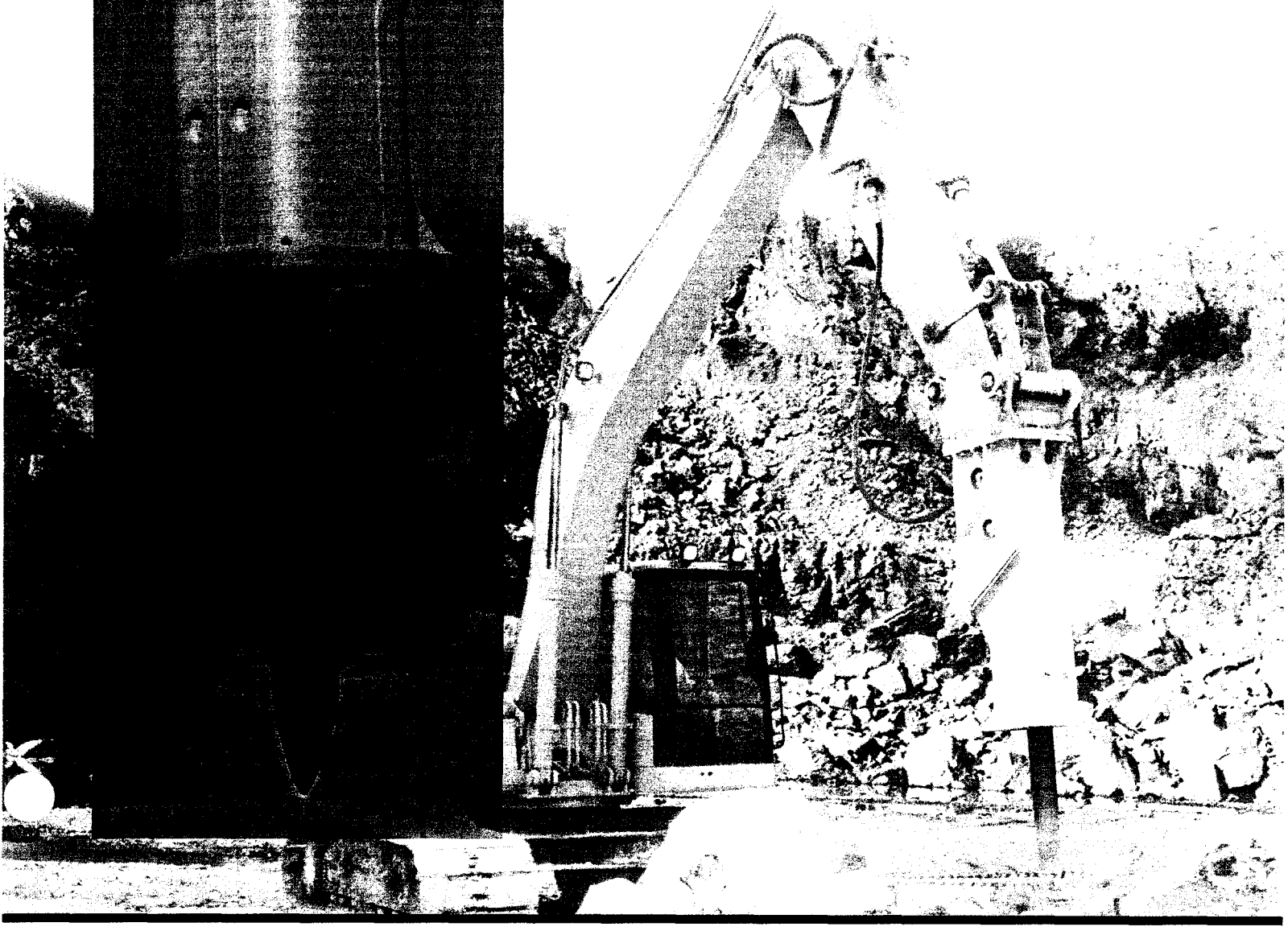
AS PER ORIGINAL

KENT® F SERIES

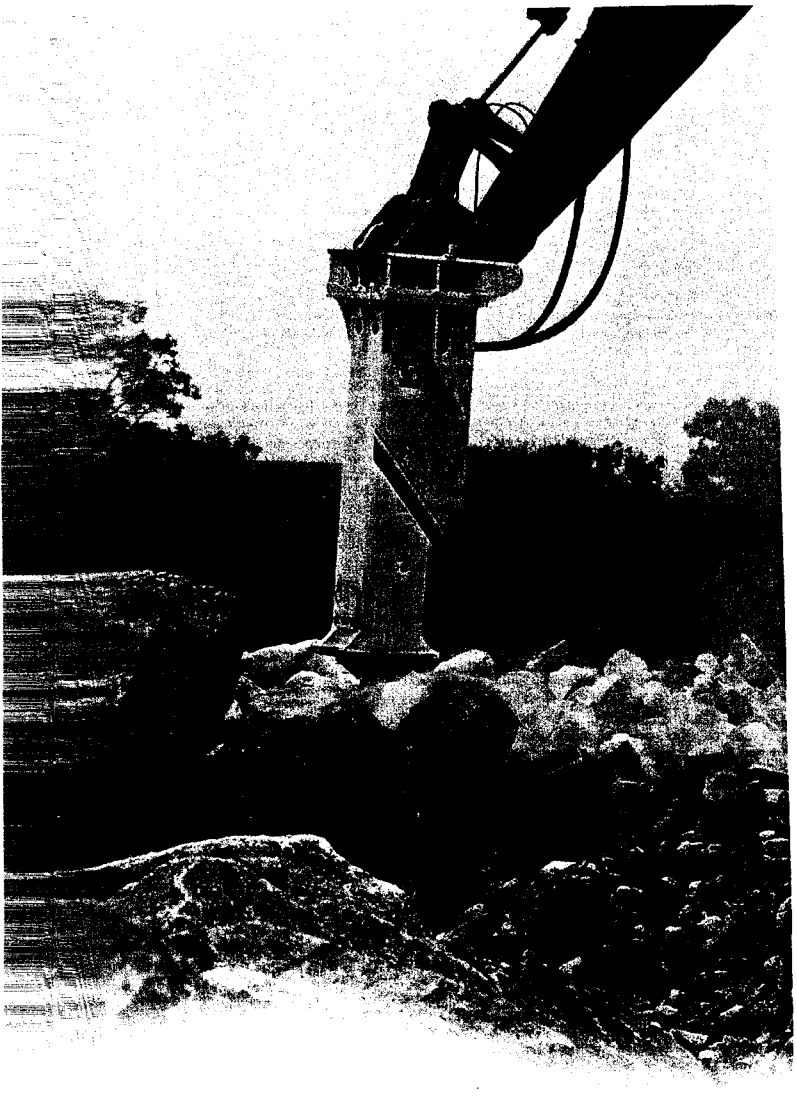


KF 27 Qt

A mid-size breaker in the large F-series line-up, the KF 27 Qt is a brute among hammers. No job is too demanding, from the rigors of runway removal to the reduction of bridge pylons, the KF 27 Qt is at home, performing with reliable ease on a daily basis. All the features of the F-series are present in this hammer; a dust intake prevention system, unique greasing system for lubrication of the front head, increased back head pressure and large piston diameter for greater impact energy. All Kent hammers come complete with Kent's exclusive Pro-Pak for ease of installation. The Pro-Pak includes hose whips, mounting hardware, standard working steel and tool kit with operating manual at no additional charge.



AS PER ORIGINAL



KF 27 Qt

ENERGY RATING SPECIFICATIONS	MODEL KF 27 Qt
AEM Tool Energy Rating in Ft. Lbs. (Joules)	2,731.8 (3,703.8)
AEM Tested Striking Rate BPM	387.00
AEM Tested Flow Rate GPM (LPM)	35.84 (135.67)
AEM Tested Supply Line Pressure PSI (Bar)	2,557.16 (176.31)

Impact Energy Class	5000 ft. lbs.
Weight in Lbs. (kg)	4,244 (1,925)
Length in Inches (mm)	114 (2,896)
Adjustable BPM	340 ~ 440
Acceptable GPM Range (LPM)	41 ~ 50 (155 ~ 190)
Acceptable PSI Range (Bar)	2,320 ~ 2,610 (160 ~ 180)
85 dB(A) @:	15-meters
Working Steel Diameter in Inches (mm)	5.51 (140)
Working Steel:	
new length measured from fronthead (in)	29.50
replaceable length measured from fronthead (in)	17.00
Recommended Carrier in U.S. Tons	24 ~ 28.5

Notes: 1. Weight and length include working steel and universal top cap.

Features and Benefits:

- A patented dust intake prevention system prevents dust from entering the front head during the piston upstroke. This improves the life of the piston as well as the working steel and bushings
- A higher back head pressure and larger piston diameter results in a 20% increase in impact energy over previous models
- An optional hi/lo speed control is available to match the hammer and carrier to the work at hand conveniently mounted in the cab
- Built-in hydraulic safety valve actuates when the carrier exceeds the maximum pressure. This eliminates the need for a costly relief valve in the hydraulic system of the carrier
- Qt design features reduced noise levels for use in city environments
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Calculated in accordance with the AEM Measuring Guide for Tool Energy Rating for Hydraulic Breakers developed by the Mounted Breaker Manufacturers Bureau of the Association of Equipment Manufacturers. This Mounted breaker is certified to comply with the above standard.

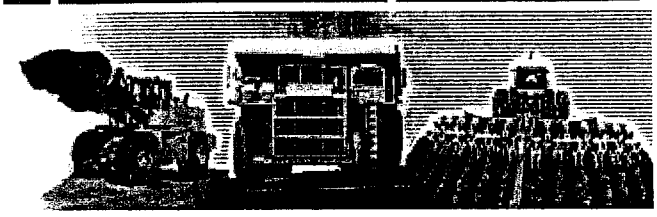
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Date: 7/5/2001

CIMA Pamphlet Explains Tool Energy Rating

Hydraulic Breaker Manufacturers Develop Informational Tool

The Mounted Breaker Manufacturers Bureau (MBMB) of the Construction Industry Manufacturers Association (CIMA) has created a new pamphlet that explains several key points of its tool energy rating certification for hydraulic mounted breakers, to help equipment specifiers and purchasers better understand and utilize the certification system.

Voluntary System for Rating Single-Blow Tool Energy

The CIMA voluntary standard is the industry's first certified testing procedure for hydraulic breakers. It provides accurate and comparable performance data on the impact energy of all sizes and weights of hydraulic breakers.

CIMA's breaker manufacturers bureau developed the energy rating guidelines to establish a reliable voluntary method for rating hydraulic breakers and end confusion in the marketplace caused by past obscure and conflicting methods.

Linking Manufacturers and Customers

The pamphlet can provide an important link between manufacturers and customers looking for a way to objectively compare breaker energy ratings by providing information on the tool energy rating certification process and its verifiable test results.

With the new MBMB "Breakthrough Testing" pamphlet, customers can learn about the rationale behind the CIMA tool energy rating and how it can be used to help estimate job site equipment requirements.

CIMA is also using the pamphlet to outline the details involved in the certification process for manufacturers, and organizations such as regional departments of transportation, who request information on breaker rating comparisons.

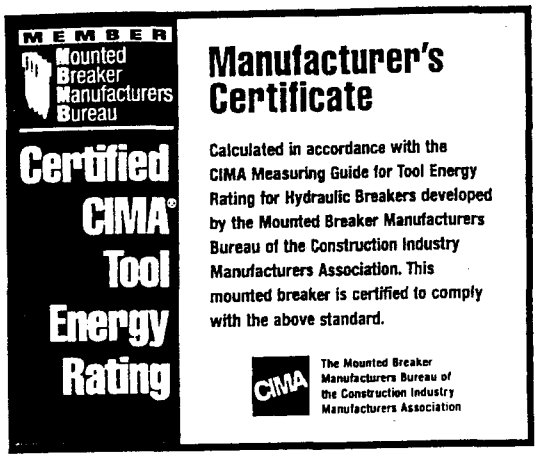
"Because this is the first objective, verifiable system for comparing hydraulic breakers, it is important for us to let people know what it means to be a CIMA certified breaker manufacturer. It is even more important for us to explain how they can use the data that comes out of the certification process to make sound purchasing decisions," said MBMB Chairman Peter C. Bigwood, President of Atlas Copco Construction Tools, Inc., West Springfield, MA.

CIMA® Certified Test Results

		KF 1	KF 2	KF 3	KF 4	KF 5	KF 6	KF 9
CIMA Tool Energy Rating:	Ft. Lbs.	69.3	97.4	162.0	192.1	277.0	475.9	754.8
	Joules	93.9	132.1	219.6	260.4	375.6	645.3	1023.4
Tested Flow Rate:	GPM	4.83	7.35	8.96	9.71	11.22	32.08	29.33
	LPM	18.28	27.84	33.92	36.77	42.48	121.44	111.03
Tested Striking Rate:	BPM	1282.80	1218.60	1158.60	964.20	771.00	1454.40	867.60
	f/Hz	21.38	20.31	19.31	16.07	12.85	24.24	14.46
Supply Line Pressure:	PSI	1969.03	1988.18	1976.86	1983.97	1965.55	2256.64	2108.85
	BAR	135.76	137.08	136.30	136.79	135.52	155.59	145.40
	Kg/CM²	138.44	139.78	138.99	139.49	138.19	158.66	148.27
Maximum Published Pressure:	Bar	140.00	140.00	140.00	140.00	140.00	160.00	150.00

		KF 12	KF 19	KF 22	KF 27	KF 35	KF 45	KF 70
CIMA Tool Energy Rating:	Ft. Lbs.	1051.5	1548.9	2537.6	2731.8	3298.7	4023.7	5259.6
	Joules	1425.7	2100.0	3440.5	3703.8	4472.4	5455.4	7131.0
Tested Flow Rate:	GPM	26.44	27.98	37.89	35.84	55.47	51.00	89.07
	LPM	100.07	105.92	143.42	135.67	209.96	193.07	337.16
Tested Striking Rate:	BPM	615.60	458.40	450.60	387.00	345.00	298.20	347.40
	f/Hz	10.26	7.64	7.51	6.45	5.75	4.97	5.79
Supply Line Pressure:	PSI	2552.95	2534.24	2556.29	2557.16	2539.03	2553.24	2546.28
	BAR	176.02	174.73	176.25	176.31	175.06	176.04	175.56
	Kg/CM²	179.49	178.18	179.72	179.79	178.51	179.51	179.02
Maximum Published Pressure:	Bar	180.00	176.50	176.50	176.50	176.50	176.50	180.00

MEMBER Mounted Breaker Manufacturers Bureau



- What are these new CIMA Impact Energy Ratings?
- Where do the numbers really come from?
- Why do we need another hammer testing system?

For years, the demolition hammer industry has labored to find a impact rating system that everyone could agree upon. It is easy for any hammer operator to make a determination, on the job, and "in the dirt" as to which hammer is getting the job done fastest. It is not practical, however, for every operator to test every model of every brand of hammer on the same job. Experience with one hammer of a particular brand or size will not tell you how the other hammers from that manufacturer will compare to each other, or how they might compete with similar models from another brand. When comparing hammers, it is often useful to line up models on paper, specification to specification. Some manufacturers (Kent, for example) used a rating method based on converting hydraulic horsepower to impact foot-pounds per blow. While this method employed an easily reproducible formula, it made no attempt to adjust the rating for hammer efficiency.

It has been suggested that the "piston mass" and "impact velocity" could be used with a simple physics equation to produce a more accurate determination of hammer impact energy. Unfortunately, that method relies on data that is unusually difficult to obtain. While not published, piston mass could be measured, but the velocity of the piston at the exact moment of impact is essential data, and almost impossible to determine.

Many other methods were suggested, and all had fatal flaws. Manufacturers, dealers, and operators all had to rely on a variety of conflicting rules-of-thumb until the **Construction Industry Manufacturers Association**, "CIMA", formed the **Mounted Breaker Manufacturers Bureau**, the "MBMB". Kent was one of the charter members of the MBMB and has supported its work for over ten years. While the impact ratings are different than the ones we have used in the past, our hammers hold the same position of power relative to other hammers rated under the same CIMA method. The apparent difference happens because our horsepower method calculated the theoretical maximum that could be expected from the input, and ***the CIMA method measures the actual output energy on a test stand.***

Briefly, the CIMA Tool Energy Rating System bench tests a production model hammer under controlled conditions. Each hammer is fitted with a special test bit, has strain sensors attached to it, and is tested twenty-five times under the eyes of a CIMA certified observer. The average of those tests are an accurate gauge of the impact of that hammer, and are published as the CIMA Certified Tool Energy Rating. Only hammers that have been rated and certified, and have had the test results filed with CIMA can display the CIMA-MBMB decal.

Test results from the CIMA-MBMB rating system should **only** be compared to other CIMA-MBMB test results. It is important that all test results be published in the same format. Hammers are tested at a specific oil pressure and flow, and at a specific frequency. Just as variations in pressure, flow, and frequency affected the horsepower calculations, those same variations affect the tool energy measurements. The test results include: the flow rate, the operating pressure, the striking rate, and finally the tool energy rating, itself. These figures are usually stated in both US and Metric terms. While hammers can operate within a range of pressures and flows, the results from each test must be averaged to one specific value. The average test values for pressure, flow, and frequency, taken together with the impact rating make up the CIMA Certified Test Results, and all of them must be specified when the results are presented. Because the operating pressure is so closely related to the single blow impact energy, there is an additional requirement that the tested pressure must be within 5% and no greater than the published pressure specification.

D5

FORT BEND COUNTY FY 2009
COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 10/1/08

Court Agenda Date: 10/7/08

Submitted By: Ed Sturdivant
Department: Auditor's Office
Phone Number: 281-341-3769

SUMMARY OF ITEM:

Approve engagement letter with Null-Lairson to perform the audit of the Fort Bend County Drainage District's financial statements for the fiscal year ending September 30, 2008.

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

List Supporting Documents Attached: *Engagement Letter*

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☐ NO ☐

FUNDNG SOURCE: Accounting Unit:100409100 Account Number: 63000
Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: Nondepartmental, Fees

Instructions to submit Agenda Request Form:

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

DISTRIBUTION:

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

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

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

10-9-08 orig. ret. to Ed at Auditor

Null-Lairson, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

September 10, 2008

Board of Directors
Fort Bend County Drainage District
Fort Bend County, Texas

We are pleased to confirm our understanding of the services we are to provide Fort Bend County Drainage District (the "District") for the year ending September 30, 2008. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of Fort Bend County Drainage District as of and for the year ending September 30, 2008. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Comparisons
- Required Supplementary Pension System Information.

Audit Objective
The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities
Management is responsible for establishing and maintaining effective internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. You are also responsible for all management decisions and functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statement preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

11 Greenway Plaza | Suite 1515 | Houston, TX 77046 | (P) 713.621.1515 | (F) 713.621.1570
2277 Plaza Drive | Suite 260 | Sugar Land, TX 77479 | (P) 281.242.8600 | (F) 713.621.1570
www.null-lairson.com
MEMBERS: AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
CPA ASSOCIATES INTERNATIONAL, INC. WITH ASSOCIATED OFFICES IN PRINCIPAL U.S. AND INTERNATIONAL CITIES

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The District's audit is a checking function that does not envision the making of adjustments to the accounting records. As part of our engagement, we may propose standard, adjusting or correcting journal entries to align your financial statements with generally accepted accounting principles. The number of journal entries needed to align a set of financial statements with generally accepted accounting principles is a direct reflection of the quality of the accounting records which in turn has a direct effect on the time required to perform the audit and thus the cost of it. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Fort Bend County Drainage District and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

As part of the audit, we will prepare a draft of your financial statements, and related notes. In accordance with Government Auditing Standards, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in

fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. We agree that such consent shall not be unreasonably withheld.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

It should be noted our audit of the financial statements does not relieve you or management of your responsibilities.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention.We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

In planning and performing our audits, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on Fort Bend County Drainage District's financial statements.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will inform the County council and the audit committee of any matters involving internal control and its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants. A *control deficiency* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *deficiency in design* exists when (a) a control necessary to meet the control objective is missing or (b) an existing control is not properly designed so that even if the control operates as designed, the control objective is not always met. A *deficiency in operation* exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or qualifications to perform the control effectively. A *significant deficiency* is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

In addition, to the extent they are applicable; we will communicate to you certain other matters related to the conduct of the audit, as applicable, including:

- Our views about your significant accounting practices, including accounting policies, accounting estimates and financial statement disclosures.
- Significant difficulties, if any, encountered during the audit
- Uncorrected misstatements, other than those the auditor believes are trivial, if any
- Disagreements with management, if any,
- Material, corrected misstatements that were brought to the attention of management as a result of audit procedures (recommended adjustments to financial statements).
- Representations we are requesting from management.
- Management's consultations with other accountants
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to you regarding your oversight of the financial reporting process.

Audit Administration, Fees, and Other

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Null Lairson, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Null Lairson, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $13,000 ($11,200 audit fees and $1,800 report preparation fees). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is understood that the length of this engagement will encompass the audit of the above mentioned financial statements for the years ending September 30, 2008, and 2009 as outlined in the County's Request for Qualifications No. 05-075. However, this agreement is subject to cancellation by either party upon thirty days written notice to the other party via certified mail.

We appreciate the opportunity to be of service to Fort Bend County Drainage District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Null-Lairson, P.C.

Null-Lairson, P.C.

RESPONSE:
This letter correctly sets forth the understanding of Fort Bend County Drainage District.

By: Robert Hebert, County Judge

Date: 10-7-08

Attest: Dianne Wilson, County Clerk

37 B
Parcel 6

Property Acquisition Services, Inc.

September 29, 2008

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Parcel 6 - James R. Hardin, Jr. and wife Leslie A. Hardin

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Notice to Purchasers of Real Property
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Mark Davis
Project Manager

Enclosures

Approved by Office
FBC AA
10/27/08
W AK

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

10-27-08 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	September 29, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$4,657.95**
Description:	**Parcel 6**- James R. Hardin, Jr. and wife Leslie A. Hardin 0.084 acres, George Cartwright Survey, A149
Comments:	**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By: _____

Mark Davis

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	September 29, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
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Amount of Check:	**$4,657.95**
Description:	**Parcel 6**- James R. Hardin, Jr. and wife Leslie A. Hardin 0.084 acres, George Cartwright Survey, A149
Comments:	**PLEASE RETURN CHECK TO PAULETTE BATTS**

Requested By: _____
for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **JAMES R. HARDIN JR. and wife, LESLIE A. HARDIN**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FOUR THOUSAND TWO HUNDRED NINE DOLLARS ($4,209.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable

environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2008.

_____ _____

James R. Hardin Jr. Leslie A. Hardin

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the _____ day of _____, 2008, by James R. Hardin Jr. and wife, Leslie A. Hardin.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

PARCEL 6

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.084 ACRE (3,659 SQUARE FEET) SITUATED IN
THE GEORGE CARTWRIGHT SURVEY, ABSTRACT NUMBER 149,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.084 acre (3,659 square feet) of land situated in the George Cartwright Survey, Abstract Number 149, Fort Bend County, Texas, and being out and a part of a called 2.000 acre tract conveyed to James R. Hardin, Jr. and wife Leslie A. Hardin by deed recorded under County Clerk's File Number 2002103601, dated September 20, 2002, of the Official Records of Fort Bend County, Texas. Said 0.084 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a railroad spike found marking the northerly corner of said Cartwright Survey and marking the intersection of the centerline of Katy-Flewellen Road with the centerline of Greenbusch Road;

THENCE, South 46°59'29" East, along the northeasterly line of said Cartwright Survey and the centerline of said Greenbusch Road, a distance of 1,921.91 feet to an angle point;

THENCE, South 43°01'33" West, a distance of 30.00 feet to a 3/4-inch iron pipe found in the southwesterly right-of-way (R.O.W.) line of Greenbusch Road, as monumented, marking an easterly corner of a called net 30.126 acre tract conveyed to Mills Pointe, Ltd. by deed recorded under County Clerk's File Number 2003121798, dated August 28, 2003, of the Official Records of Fort Bend County, Texas, and marking the **POINT OF BEGINNING** and northerly corner said 2.000 acre tract and the herein described tract;

THENCE, South 46°59'29" East, along the northeasterly line of said 2.000 acre tract and along the southwesterly R.O.W. line of said Greenbusch Road, a distance of 200.00 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the easterly corner of said 2.000 acre tract and the herein described tract;

THENCE, South 43°01'33" West, along the southeasterly line of said 2.000 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the northerly corner of Restricted Reserve "C" of Mills Pointe, a subdivision of record at Plat Number 20040090 of the Fort Bend County Plat Records, and marking the southerly corner of the herein described tract;

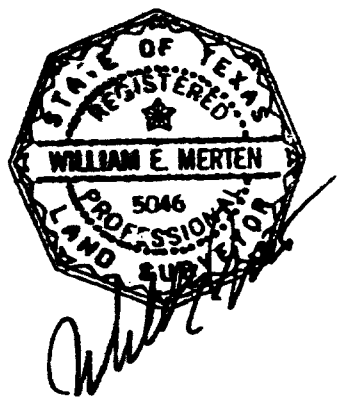
THENCE, North 46°59'29" West, over and across said 2.000 acre tract, a distance of 38.72 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the point of curvature of a tangent curve to the right;

THENCE, over and across said 2.000 acre tract, in a northwesterly direction an arc distance of 161.44 feet along said tangent curve to the right having a central angle of 04°30'44", a radius of 2050.00 feet and a chord which bears North 44°44'07" West, 161.40 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the westerly corner of the herein described tract;

THENCE, North 43°01'33" East, along the northwesterly line of said 2.000 acre tract and a southeasterly line of said net 30.126 acre tract, a distance of 13.65 feet to the **POINT OF BEGINNING** and containing 0.084 acre (3,659 square feet) of land.

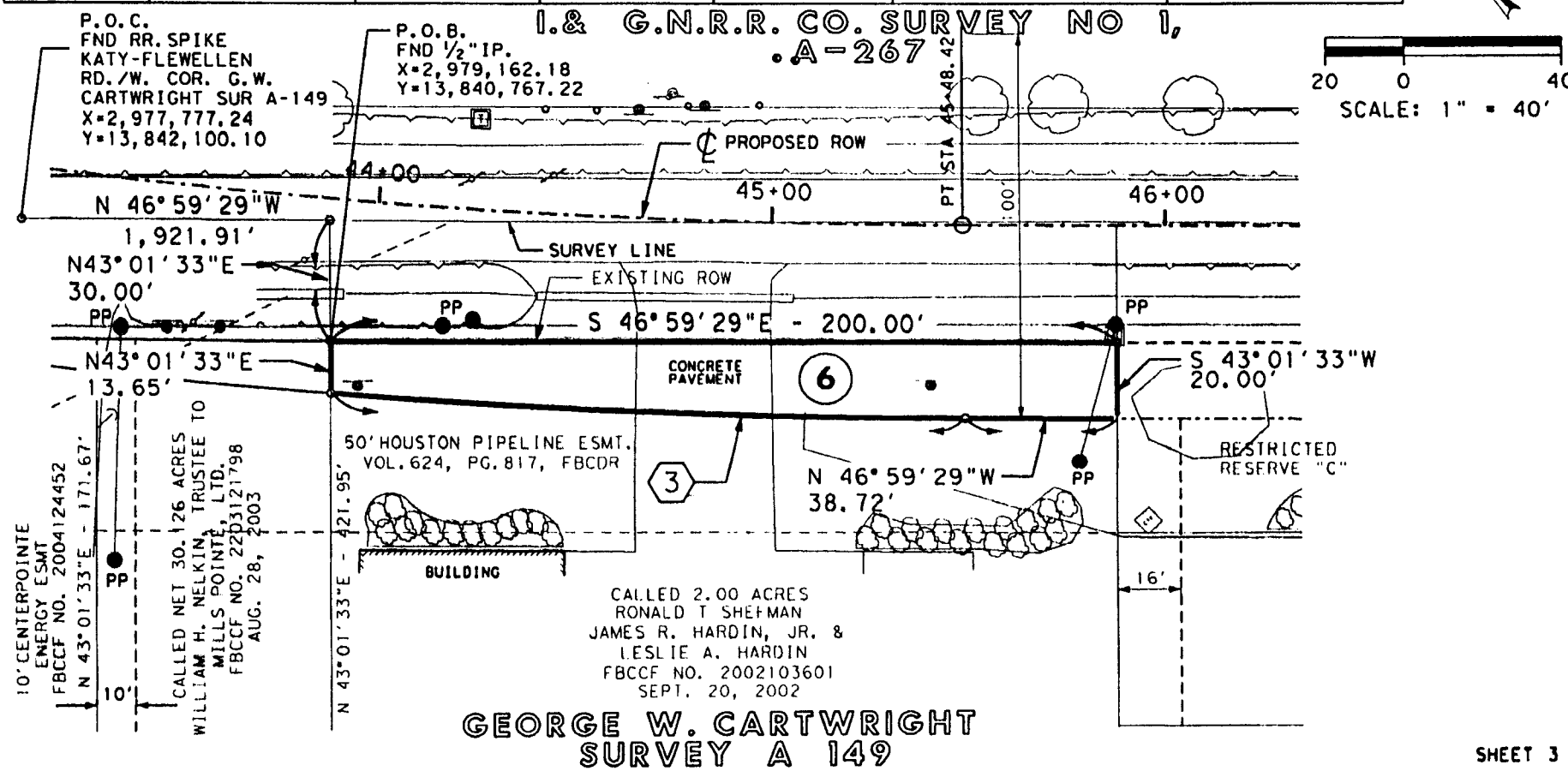
COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
March 12, 2008
Rev. May 9, 2008



CURVE TABLE FOR PROPOSED ROW

CURVE NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD BRG	CHORD LENGTH
(3)	2050.00'	04°30'44"	161.44'	80.76'	N 44°44'07"W	161.40'



GEORGE W. CARTWRIGHT SURVEY A 149

SHEET 3 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
2.00	0.084 / 3.655	1.916

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

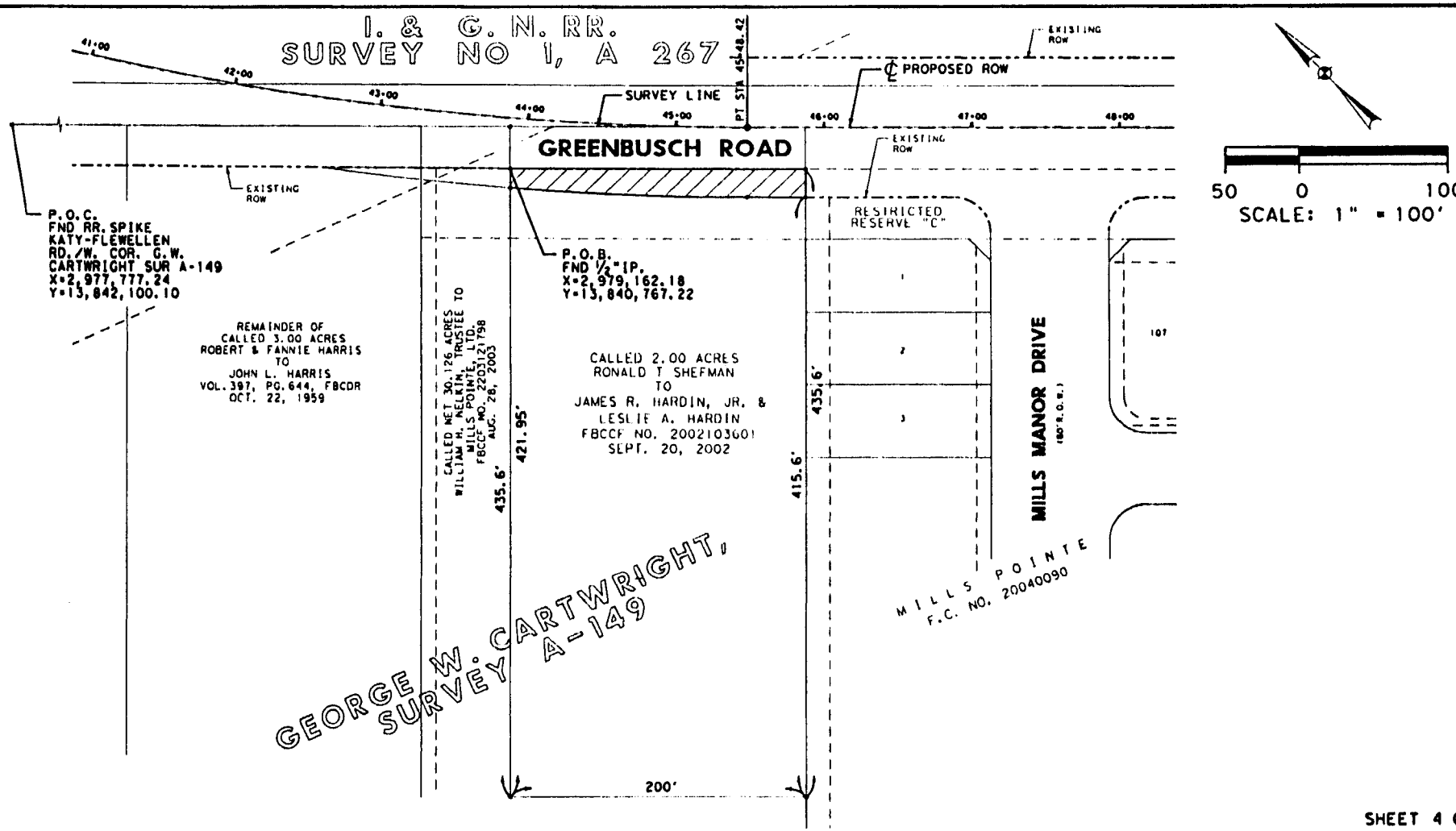
GREENBUSCH ROAD
SURVEY PLAT OF A 0.084 ACRE
TRACT OF LAND SITUATED IN THE
GEORGE W. CARTWRIGHT SURVEY A-149,
FORT BEND COUNTY, TEXAS.

PARCEL NO. 6

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

5/29/2008

o:\cfa\2007\12019_greenbusch\survey\dgn\070412005_row_PARCEL 6.dgn



SHEET 4 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
2.00	0.084 / 3.659	1.916

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.132 ACRE
TRACT OF LAND SITUATED IN THE
GEORGE W. CARTWRIGHT SURVEY A-149,
FORT BEND COUNTY, TEXAS.

PARCEL NO. 6

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

c:\cfo\2007\12015_greenbusch\survey\dgn\07041200S_row_PAR 6-1.dgn

5/29/2008

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B. TYPE OF LOAN	OMB No. 2502-0265
	1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS.	
	4. [ ] VA 5. [ ] CONV. INS.	
	6. FILE NUMBER: 08300271	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: James R. Hardin, Jr., Leslie A. Hardin

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G. PROPERTY LOCATION: 0.084 ac George Cartwright Survey, Abstract No. 149
Fort Bend County, Texas

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I. SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	4,209.00	401. Contract sales price	4,209.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	448.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	4,657.95	420. GROSS AMOUNT DUE TO SELLER:	4,209.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan NEED PAYOFF	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	4,657.95	601. Gross amount due to seller(line 420)	4,209.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [x FROM] [TO] BORROWER:	4,657.95	603. CASH [x TO] [FROM] SELLER:	4,209.00

File 08300271

L. SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on $ @ %=		
Division of Commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.		
801. Loan Origination fee %		
802. Loan Discount %		
803. Appraisal fee to		
804. Credit Report to		
805. Lender's inspection fee to		
806. Mortgage Insurance application fee to		
807. Assumption Fee to		
808. Commitment Fee to		
809. FNMA Processing Fee to		
810. Pictures to		
811. to		
812. to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.		
901. Interest from to @$ /day		
902. Mortgage insurance premium for mo. to		
903. Hazard insurance premium for yrs. to		
904. Flood Insurance yrs. to		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance mo. @$ per mo.		
1002. Mortgage insurance mo. @$ per mo.		
1003. City property taxes mo. @$ per mo.		
1004. County property taxes mo. @$ per mo.		
1005. Annual assessments (Maint.) mo. @$ per mo.		
1006. School Property Taxes mo. @$ per mo.		
1007. Water Dist. Prop. Tax mo. @$ per mo.		
1008. Flood Insurance mo. @$ per mo.		
1009. Aggregate Accounting Adjustment		
1100. TITLE CHARGES:		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fee to		
1107. Attorney's fee to to John K. Tyler	50.00	
(includes above items No.:)		
1108. Title insurance to STEWART TITLE COMPANY	229.00	
(includes above items No.:)		
1109. Lender's coverage $		
1110. Owner's coverage 4,209.00 $ 229.00		
1111. Escrow fee to		
1112. Restrictions to		
1113. Messenger Fee/Document Delivery to STEWART TITLE COMPANY	20.00	
1114. to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed $ 40.00 Mrtg $ Rel. $ 40.00	80.00	
1202. City/county tax/stamps: Deed $ Mrtg $		
1203. State tax/stamps: Deed $ Mrtg $		
1204. Tax certificates to STEWART TITLE COMPANY	64.95	
1205. to		
1206. State of Texas Policy Qty Fee to STEWART TITLE POLICY GUARANTY FEE	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. to		
1304. to		
1305. to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)	448.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08300271

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
James R. Hardin, Jr.

By: _____
Leslie A. Hardin

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ Date _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300271;

Brief Description of Property: A tract of land containing 0.084 acres (3,659 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of _____ _____, 2008.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300271 – Parcel 6

Brief Description of Property: A tract of land containing 0.084 acres (3,659 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (II) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: FT. BEND COUNTY

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge

Seller(s):

By: _____
James R. Hardin, Jr.

By: _____
Leslie A. Hardin

AS PER ORIGINAL

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction shall be mailed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net or sjohnson@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 10/27/08

Judge Robert E. Hebert
Fort Bend County Judge

GF NO. 08300271

NOTICE TO PURCHASERS OF REAL PROPERTY

The real property, described below, which you are about to purchase is located in the

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT No. 37

The district has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is $0.630 on each $100 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is $10,000,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or in part from property taxes is $5,800,000.00.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sewer, sanitary, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is $0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The purpose of this District is to provide water, sewer, drainage, and flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District. The legal description of the property you are acquiring is as follows:

Brief Description of Property: A tract of land containing 0.084 acres (3,659 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

SELLER(S):

By: _____
James R. Hardin, Jr.

By: _____
Leslie A. Hardin

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing or purchase of the real property.

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

STATE OF TEXAS
COUNTY OF _____

This instrument is acknowledged before me on _____, _____ 2008 by James R. Hardin, Jr. for the purposes and in the capacity therein stated.

_____
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF _____

This instrument is acknowledged before me on _____, _____ 2008 by Leslie A. Hardin for the purposes and in the capacity therein stated.

_____
Notary Public in and for the
State of Texas

STATE OF TEXAS
COUNTY OF Fort Bend

This instrument is acknowledged before me on October, 27 2008 by Judge Robert E. Hebert, Fort Bend County Judge for the purposes and in the capacity therein stated.

ANN WERLEIN
Notary Public, State of Texas
My Commission Expires
FEBRUARY 24, 2011

_____
Notary Public in and for the
State of Texas

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300271 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Leslie A. and James R. Hardin, Jr.

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2008

Brief Description of Property: A tract of land containing 0.084 acres (3,659 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $4,209.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
James R. Hardin, Jr.

By: _____
Leslie A. Hardin

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 06300271

Brief Description of Property: A tract of land containing 0.084 acres (3,659 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Leslie A. and James R. Hardin, Jr.
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax identification number or Social Security Number is: _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
James R. Hardin, Jr.

By: _____
Leslie A. Hardin

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2008.

_____
Notary Public in and for
The State of Texas

Parcel 13

Property Acquisition Services, Inc.

September 23, 2008

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Parcel 13 - Harvey L. Meyer and wife, Vernelle J. Meyer

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Info for Real Estate 1099-S Report Filing
  - → Indemnity & Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Shelly for
Mark Davis
Project Manager

Enclosures

Approved by
Fbc A+Hs Office
10/21/08
W

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

10-22-08 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	September 23, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$15,206.95**
Description:	**Parcel 013**- Harvey L. Meyer and wife, Vernelle J. Meyer 0.0700 acres in the George Cartwright Survey, A149
Comments:	
	PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____
Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **HARVEY L. MEYER and wife, VERNELLE J. MEYER,** hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FOURTEEN THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS ($14,815.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time:: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable

environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2008.

_____ _____

Harvey L. Meyer Vernelle J. Meyer

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the _____ day of _____, 2008, by Harvey L. Meyer and wife, Vernelle J. Meyer.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT "A"

PARCEL 13

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.070 ACRE (3,049 SQUARE FEET) SITUATED IN THE
GEORGE CARTWRIGHT SURVEY, ABSTRACT NUMBER 149,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.070 acre (3,049 square feet) of land situated in the George Cartwright Survey, Abstract Number 149, Fort Bend County, Texas, and being out and a part of a called 1.03 acre tract conveyed to Harvey L. Meyer and wife, Vernelle J. Meyer, by deed recorded under Volume 520, Page 749, dated October 22, 1969, of the Deed Records of Fort Bend County, Texas. Said 0.070 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the centerline of Greenbusch Road marking the east corner of the George Cartwright Survey;

THENCE, North 47°07'47" West along said centerline of Greenbusch Road and the northeasterly line of said George Cartwright Survey, a distance of 1,609.04 feet to an angle point;

THENCE, South 42°52'53" West, a distance of 29.69 feet to a 1/2-inch iron pipe found in southwest right-of-way (R.O.W.) line of said Greenbusch Road as monumented, marking the northerly corner of a tract conveyed to Floyd A. Haskett, by deed recorded under Volume 446, Page 447, dated November 27, 1963, of the Deed Records of Fort Bend County, Texas and the easterly corner of said 1.03 acre tract, said tract herein described and the **POINT OF BEGINNING;**

THENCE, South 42°52'53" West, with the northwest line of said Floyd A. Haskett tract and the southeast line of said 1.03 acre tract, a distance of 20.31 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set marking the southerly corner of said tract herein described;

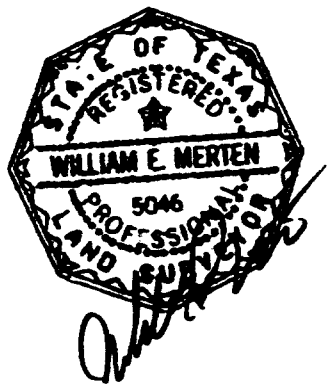
THENCE, North 47°07'47" West, over and across said 1.03 acre tract, a distance of 150.00 feet to a 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" set in the east right-of-way (R.O.W.) line of Roesner Road (50 feet wide) as depicted on a plat exhibit recorded under Volume 485, Page 667, of the Deed Records of Fort Bend County, Texas and the northwest line of said 1.03 acre tract marking the westerly corner of said tract herein described;

THENCE, North 42°52'53" East, along the east R.O.W. line of said Roesner Road and the northwest line of said 1.03 acre tract, a distance of 20.34 feet to a 1/2-inch iron pipe found in the southwest R.O.W. line of said Greenbusch Road marking the northerly corner of said 1.03 acre tract and said tract herein described;

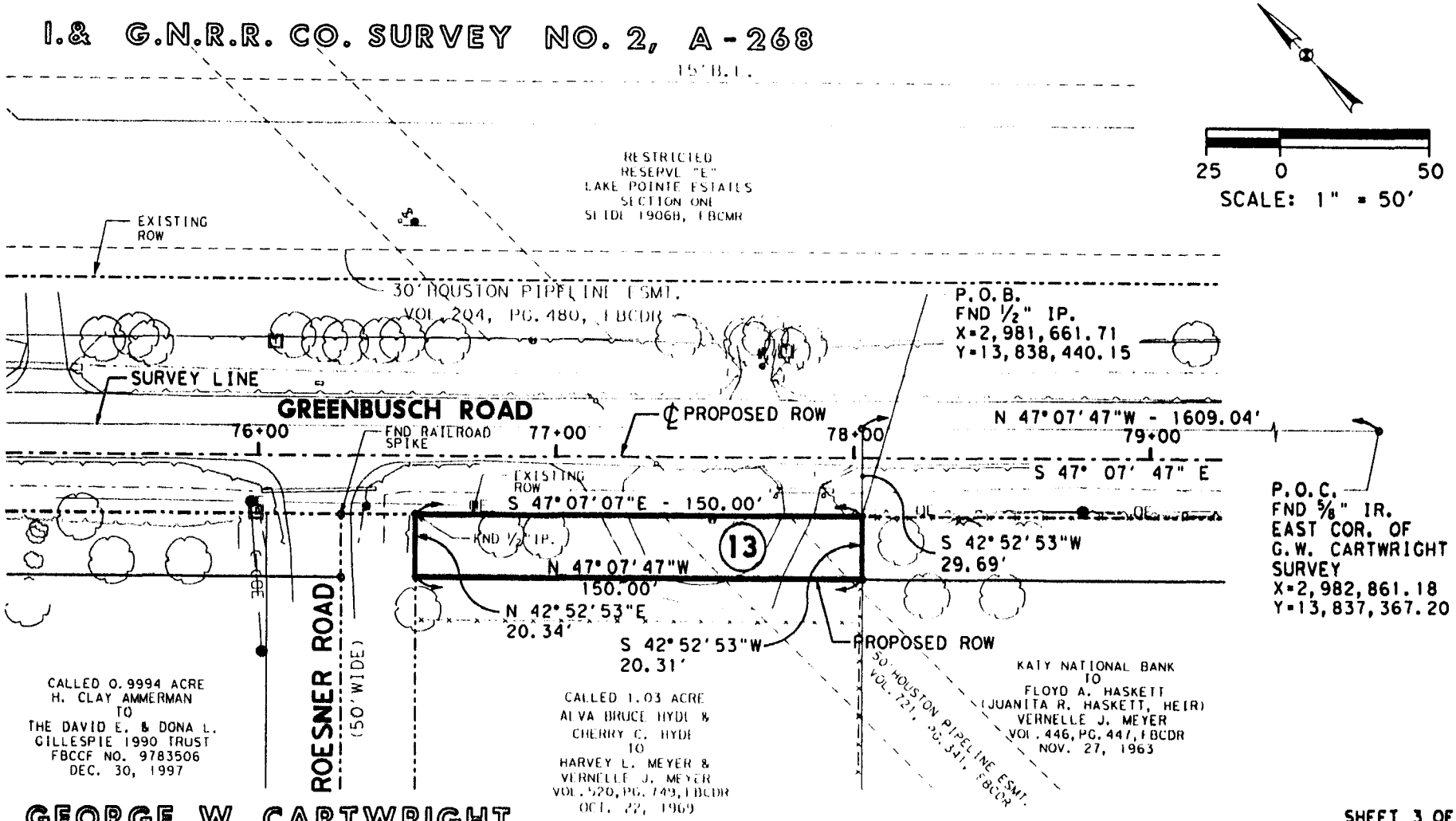
THENCE South 47°07'07" East, with the southwesterly line of said Greenbusch Road and the northeasterly line of said 1.03 acre tract, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 0.070 acre (3,049 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
May 9, 2008



I.& G.N.R.R. CO. SURVEY NO. 2, A-268



GEORGE W. CARTWRIGHT SURVEY A-149

SHEET 3 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
1.03	0.070 / 3.049	0.96

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

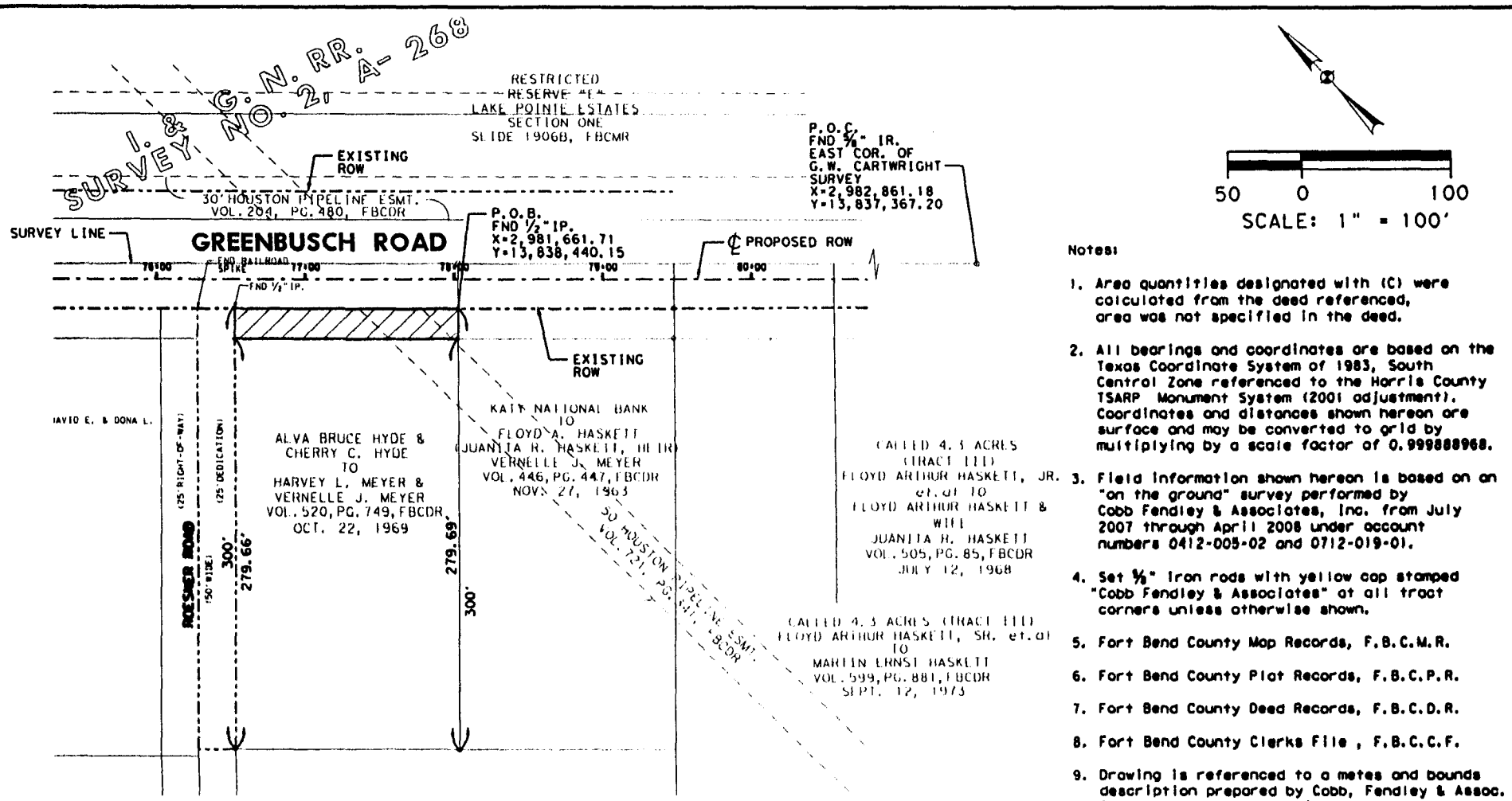
GREENBUSCH ROAD
SURVEY PLAT OF A 0.070 ACRE
TRACT OF LAND SITUATED IN THE GEORGE W.
CARTWRIGHT SURVEY A-149,
FORT BEND COUNTY, TEXAS

PARCEL NO. 13

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

5/29/2008

G:\acad2007\2008\greenbusch\surveyplan\070412005_row_PARCEL 13.dgn



50 0 100

SCALE: 1" = 100'

GEORGE W. CARTWRIGHT, SURVEY A-149

Notes:

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set ⅝" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File , F.B.C.C.F.
9. Drawing is referenced to a metes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
1.03	0.070 / 3,049	0.96

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.070 ACRE TRACT OF LAND SITUATED IN THE GEORGE W. CARTWRIGHT SURVEY A-149, FORT BEND COUNTY, TEXAS

PARCEL NO. 13

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

c:\cfe\2007\2018_greenbusch\survey\dgn\07041 2005_row_PAR 13-1.dgn

5/29/2008

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B. TYPE OF LOAN	OMB No. 2502-0265
	1. [ ] FHA 2. [ ] FMHA 3. [ ] CONV. UNINS.	
	4. [ ] VA 5. [ ] CONV. INS.	
	6. FILE NUMBER: 08300618	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: FORT BEND COUNTY

ADDRESS:

E. NAME OF SELLER: HARVEY L. MEYER, VERNELLE J., MEYER

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G. PROPERTY LOCATION: 0.070 ac George Cartwright Survey, Abstract No. 149
Fort Bend County, Texas

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 76-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I. SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	14,815.00	401. Contract sales price	14,815.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	391.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	15,206.95	420. GROSS AMOUNT DUE TO SELLER:	14,815.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	15,206.95	601. Gross amount due to seller(line 420)	14,815.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	15,206.95	603. CASH [X TO] [FROM] SELLER:	14,815.00

File 08300618	L. SETTLEMENT CHARGES			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on $	@	% =			
Division of Commission (line 700) as follows:					
701. $	to				
702. $	to				
703. Commission paid at settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.					
801. Loan Origination fee	%				
802. Loan Discount	%				
803. Appraisal fee	to				
804. Credit Report	to				
805. Lender's inspection fee	to				
806. Mortgage Insurance application fee	to				
807. Assumption Fee	to				
808. Commitment Fee	to				
809. FNMA Processing Fee	to				
810. Pictures	to				
811.	to				
812.	to				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.					
901. Interest from	to	@$	/day		
902. Mortgage insurance premium for	mo. to				
903. Hazard insurance premium for	yrs. to				
904. Flood Insurance	yrs. to				
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	mo.@$		per mo.		
1002. Mortgage insurance	mo.@$		per mo.		
1003. City property taxes	mo.@$		per mo.		
1004. County property taxes	mo.@$		per mo.		
1005. Annual assessments (Maint.)	mo.@$		per mo.		
1006. School Property Taxes	mo.@$		per mo.		
1007. Water Dist. Prop. Tax	mo.@$		per mo.		
1008. Flood Insurance	mo.@$		per mo.		
1009. Aggregate Accounting Adjustment					
1100. TITLE CHARGES:					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fee	to				
1107. Attorney's fee to	to				
(includes above items No.:					
1108. Title insurance	to STEWART TITLE COMPANY			262.00	
(includes above items No.:)					
1109. Lender's coverage	$				
1110. Owner's coverage 14,815.00	$ 262.00				
1111. Escrow fee	to				
1112. Restrictions	to				
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY			20.00	
1114.	to				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording fees: Deed $ 40.00	Mrg $		Rel. $	40.00	
1202. City/county tax/stamps: Deed $	Mrg $				
1203. State tax/stamps: Deed $	Mrg $				
1204. Tax certificates	to STEWART TITLE COMPANY			64.95	
1205.	to				
1206. State of Texas Policy Qty Fee	to STEWART TITLE POLICY GUARANTY FEE			5.00	
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest inspection	to				
1303.	to				
1304.	to				
1305.	to				
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)				391.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08300618

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Harvey L. Meyer

By: _____
Vernelle J. Meyer

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ Date _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300618;

Brief Description of Property: A tract of land containing 0.070 acres (3,049 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of _____, _____, 2008.

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300618 – Parcel 13

Brief Description of Property: A tract of land containing 0.070 acres (3,049 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: FT. BEND COUNTY

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge

Seller(s):

By: _____
Harvey L. Meyer

By: _____
Vernelle J. Meyer

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 07126526

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net or sjohnson@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 10/27/08
Judge Robert E. Hebert
Fort Bend County Judge

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300618 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Vernelle J. and Harvey L. Meyer

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2008

Brief Description of Property: A tract of land containing 0.070 acres (3,049 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $14,815.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Harvey L. Meyer

By: _____
Vernelle J. Meyer

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300618

Brief Description of Property: A tract of land containing 0.070 acres (3,049 square feet) situated in the George Cartwright Survey, Abstract No. 149, Fort bend county, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Vernelle J. and Harvey L. Meyer
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The Seller's United States Employer's tax identification number or Social Security Number is: _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
Harvey L. Meyer

By: _____
Vernelle J. Meyer

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2008.

_____
Notary Public in and for
The State of Texas

Parcel 21

Property Acquisition Services, Inc.

October 15, 2008

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Greenbusch Project - Parcel 21 - Kenneth W. Powell

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession
  - → Marital Status Affidavit
  - → Not Same Person Affidavit

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

for Mark Davis
Project Manager

Enclosures

Approved by Commissioners Court
FBC Atty
10/21/08
WTK

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

10-27-08 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	October 15, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$33,549.95**
Description:	**Parcel 21**- Kenneth W. Powell 0.0636 acres, Stephan Habermacher Survey, A-189
Comments:	
	PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____
for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **KENNETH W. POWELL**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of THIRTY TWO THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS ($32,886.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time:: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same 'AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2008.

_____
Kenneth W. Powell

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2008, by Kenneth W. Powell.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT "A"

PARCEL 21

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0636 ACRE (2,771 SQUARE FEET) SITUATED IN THE
STEPHAN HABERMACHER SURVEY, ABSTRACT NUMBER 189,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.0636 acre (2,771 square feet) of land situated in the Stephan Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a 1.104-acre tract as conveyed unto Kenneth Powell by deed recorded under County Clerk's File No. 9025664 dated May 18, 1990 of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.0636-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the west corner of the I. & G.N.R.R. CO. Survey Number 3, Abstract Number 262 in the northeast line of the Stephan Habermacher Survey, Abstract Number 189;

THENCE, South 47° 10' 32" East along said centerline of Greenbusch Road and the northeasterly line of said Stephan Habermacher Survey, a distance of 589.62 feet to a point for the easterly corner of the remainder of a 82.707-acre tract as conveyed unto Western Gas Resources Storage, Inc., by deed recorded in Volume 2487, Page 1138 dated January 29, 1993 of the Fort Bend County Deed Records;

THENCE, South 42° 32' 06" West, with southeasterly line of the remainder of said 82.707-acre tract, a distance of 29.27 feet to a point in the southwesterly right-of-way line of said Greenbusch Road as monumented, for a northerly corner of said 1.104-acre tract. for the north corner of said tract herein described and for the **POINT OF BEGINNING** from which a found 3/4-inch iron pipe bears North 36°54' East, 0.66 feet;

THENCE, South 47° 18' 36" East with the southwesterly right-of-way line of said Greenbusch Road and the northeasterly line of said 1.104-acre tract, a distance of 132.62 feet to a found 1/2-inch iron bar for the easterly corner of said 1.104-acre tract, for the northerly corner of the remainder of a 2-acre tract as conveyed unto Walter R. Ruley & Carolina M. Ruley by deed recorded in Volume 675, Page 9 dated February 13, 1976 of the Fort Bend County Deed Records and for the east corner of said tract herein described;

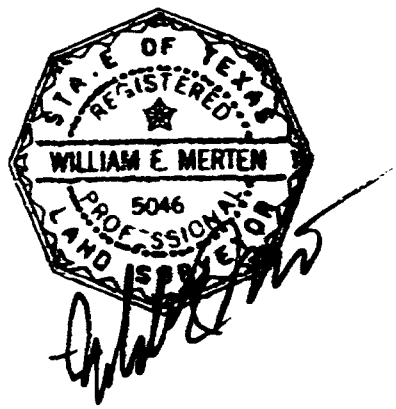
THENCE, South 42° 20' 34" West with the southeast line of said 1.104-acre tract and the northwesterly line of the remainder of said 2-acre tract, a distance of 21.05 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the south corner of said tract herein described;

THENCE, North 47° 10' 32" West, a distance of 132.69 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of said 1.104-acre tract and the southeasterly line of the remainder of said 82.707-acre tract for the west corner of said tract herein described;

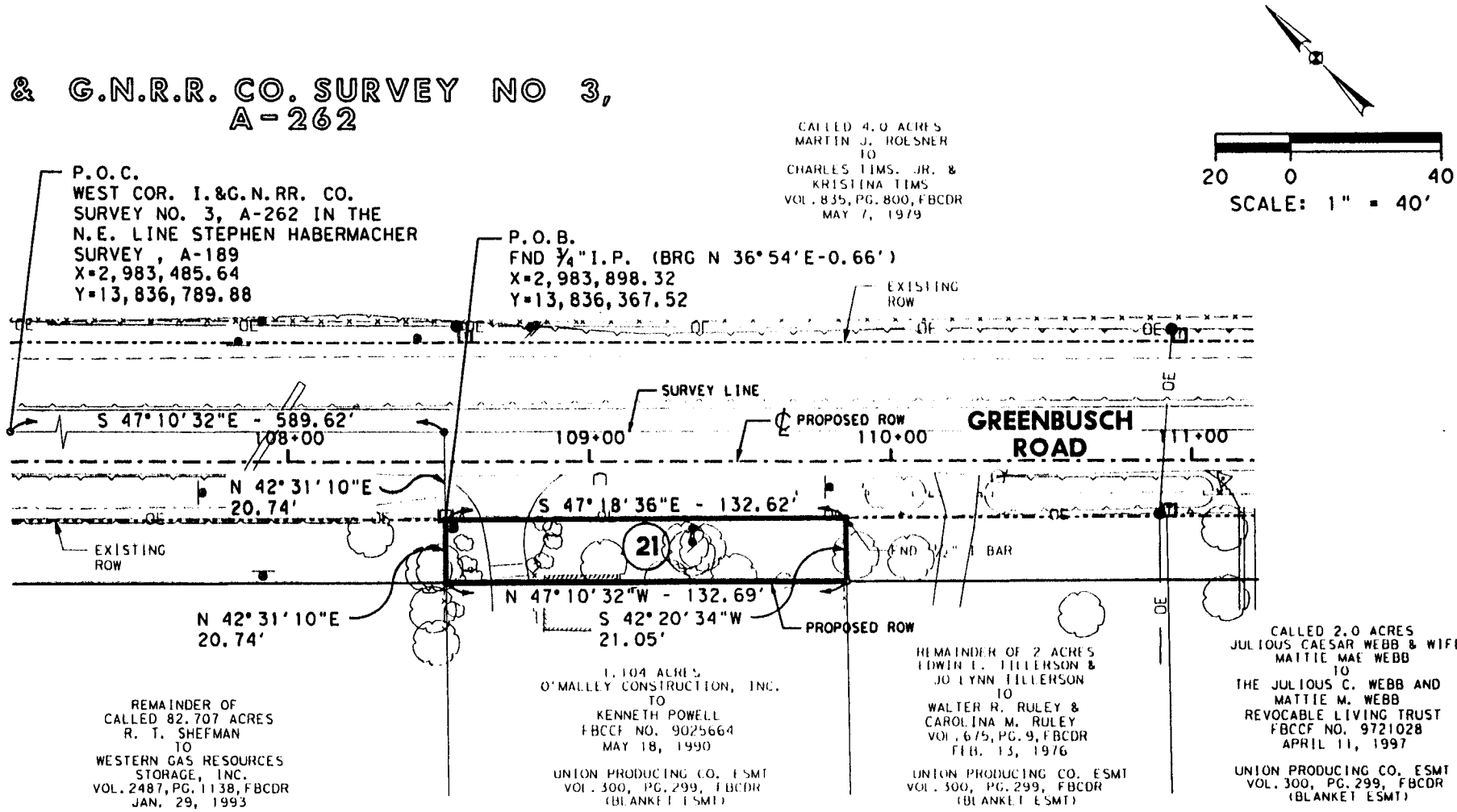
THENCE North 42° 31' 10" East with the northwesterly line of said 1.104-acre tract and the southeasterly line of the remainder of said 82.707-acre tract, a distance of 20.74 feet to the **POINT OF BEGINNING** and containing 0.0636 acre (2,771 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
May 9, 2008



I. & G.N.R.R. CO. SURVEY NO 3, A-262



S. HABERMACHER SURVEY A-189

SHEET 3 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
1.104	0.0636 / 2.771	1.0404

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & ASSOCIATES
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

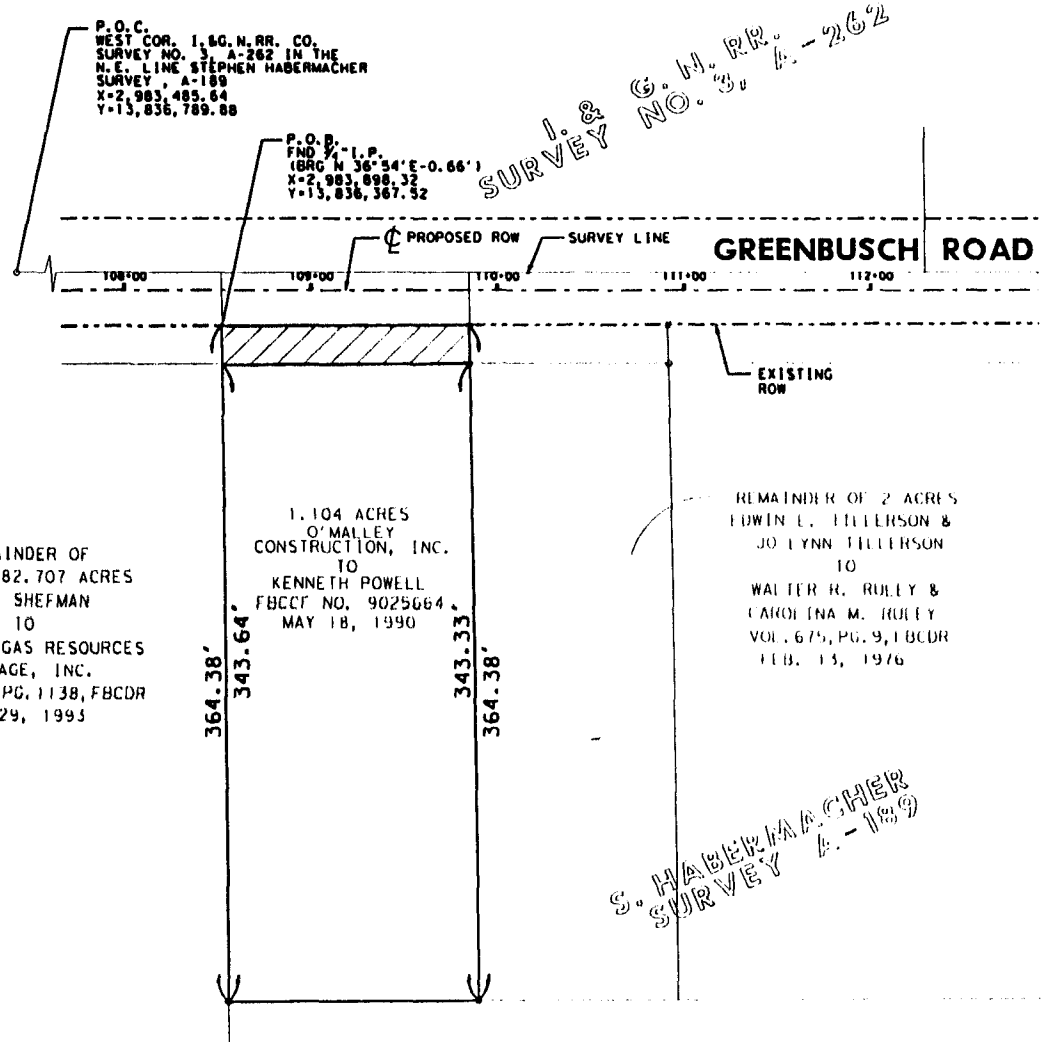
GREENBUSCH ROAD
SURVEY PLAT OF A 0.0636 ACRE
TRACT OF LAND SITUATED IN THE
S. HABERMACHER SURVEY A-189,
FORT BEND COUNTY, TEXAS

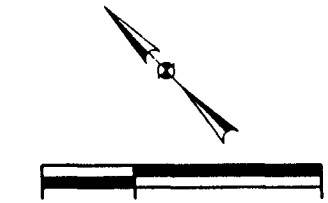
PARCEL NO. 21

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

c:\pfe\2007*\215\greenbusch\sur\dgn\070412005_row_PARCEL 21.dgn

5/29/2008





Notes:

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set ⅝" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File , F.B.C.C.F.
9. Drawing is referenced to a metes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
1.104	0.0636 / 2.770	1.0404

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LOW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.0636 ACRE TRACT OF LAND SITUATED IN THE S. HABERMACHER SURVEY A-189, FORT BEND COUNTY, TEXAS

PARCEL NO. 21

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

C:\cfs\2007\2005_greenbusch\survey\070412005_row_PAR 21-1.dgn

5/29/2008

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300631	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: Kenneth W. Powell

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.0636 acres, Stephan Habermacher Survey, A-189
Fort Bend County, Texas

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	32,886.00	401. Contract sales price	32,886.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	663.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	33,549.95	420. GROSS AMOUNT DUE TO SELLER:	32,886.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	33,549.95	601. Gross amount due to seller(line 420)	32,886.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	33,549.95	603. CASH [X TO] [FROM] SELLER:	32,886.00

File 083C0631

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on $	@	% =		
Division of Commission (line 700) as follows:				
701. $	to			
702. $	to			
703. Commission paid at settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination fee	%			
802. Loan Discount	%			
803. Appraisal fee	to			
804. Credit Report	to			
805. Lender's inspection fee	to			
806. Mortgage Insurance application fee	to			
807. Assumption Fee	to			
808. Commitment Fee	to			
809. FNMA Processing Fee	to			
810. Pictures	to			
811.	to			
812.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from to	@$	/day		
902. Mortgage insurance premium for	mo. to			
903. Hazard insurance premium for	yrs. to			
904. Flood Insurance	yrs. to			
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	mo.@$	per mo.		
1002. Mortgage insurance	mo.@$	per mo.		
1003. City property taxes	mo.@$	per mo.		
1004. County property taxes	mo.@$	per mo.		
1005. Annual assessments (Maint.)	mo.@$	per mo.		
1006. School Property Taxes	mo.@$	per mo.		
1007. Water Dist. Prop. Tax	mo.@$	per mo.		
1008. Flood Insurance	mo.@$	per mo.		
1009. Aggregate Accounting Adjustment				
1100. TITLE CHARGES:				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to John K. Tyler		100.00	
1106. Notary fee	to			
1107. Attorney's fee to	to			
(includes above items No.:				
1108. Title insurance	to STEWART TITLE COMPANY		386.00	
(includes above items No.:)				
1109. Lender's coverage	$			
1110. Owner's coverage 32,586.00	$ 386.00			
1111. Escrow fee	to			
1112. Restrictions	to			
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY		20.00	
1114.	to			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed $ 40.00	Mrtg $	Rel. $ 48.00	88.00	
1202. City/county tax/stamps: Deed $	Mrtg $			
1203. State tax/stamps: Deed $	Mrtg $			
1204. Tax certificates	to STEWART TITLE COMPANY		64.95	
1205.	to			
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE		5.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)			663.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers | Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent | Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 06300631

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Kenneth W. Powell

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ _____
Marc LaRocca, Commercial Escrow Officer — Date
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

41/LaRocca

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300631;

Brief Description of Property: Being a tract or parcel containing 0.0636 acres (2,771 square feet) of land, situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of _____, _____, 2008.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300631 – Parcel 21

Brief Description of Property: Being a tract or parcel containing 0.0636 acres (2,771 square feet) of land, situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: FT. BEND COUNTY

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge

Seller(s):

By : _____
Kenneth W. Powell

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 0800631

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net or sjohnson@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 10/27/08

Judge Robert E. Hebert
Fort Bend County Judge

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300631 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Kenneth W. Powell

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2008

Brief Description of Property: Being a tract or parcel containing 0.0636 acres (2,771 square feet) of land, situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $32,886.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Kenneth W. Powell

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300631

Brief Description of Property: Being a tract or parcel containing 0.0636 acres (2,771 square feet) of land, situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Kenneth W. Powell
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
Kenneth W. Powell

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2008.

_____
Notary Public in and for
The State of Texas

MARITAL STATUS AFFIDAVIT

File No.: 08300631

Before me, the undersigned authority, personally appeared Kenneth W. Powell, "Affiant", who being by me duly sworn on his/her oath stated the following: I am competent to make this affidavit, and have personal knowledge that the facts recited herein are true, correct and complete.

My name is _____ and I am the owner of the following described property:

PARCEL 21

Being a tract or parcel containing 0.0636 acres (2,771 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas, and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

I acquired title to the above described property on _____ and on that date, I was ( ) single or ( ) married to _____.

MARITAL STATUS FROM THE DATE OF ACQUISITION TO DATE OF AFFIDAVIT

☐ I have remained unmarried since the date of acquisition through the date of this affidavit.

☐ I have remained married to my current spouse from date of acquisition through the date of this affidavit.

☐ I married _____ on _____ and we have remained married to each other since that date through the date of this affidavit.

☐ I have been married more than once since the date of acquisition. Details for each marriage follow:

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

I have no marriages, from and including the date of acquisition up to and including the date of this affidavit, other than those I have disclosed above. I have not made any agreement to be declared married or lived together with another person as if husband and wife, nor represented to others in Texas that we were husband and wife.

Affiant knows that Stewart Title Guaranty Company and STEWART TITLE COMPANY are relying on the statements contained herein to be true and correct, and without the true facts contained herein, it would not issue its title policy.

_____ Date: _____

Kenneth W. Powell

Sworn to and subscribed before me, the undersigned authority, by Kenneth W. Powell on this the _____ day of _____, _____.

_____

Notary Public in and for the State of Texas

My commission expires: _____

NOT SAME PERSON AFFIDAVIT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kenneth W. Powell to me well known to be a credible person and whom, after being duly sworn on his oath stated:

1. "My full name Kenneth W. Powell. I reside at _____ in the City of _____, _____ County, Texas_____

   I am the owner of the following described property, situated in Fort Bend County, Texas:

Being a tract or parcel containing 0.0636 acres (2,771 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas, and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

2. There appears of record in the Office of the County Clerk of Fort Bend County, Texas, the following Suits, Abstracts of Judgment and/or Tax Liens:

Suit for divorce filed under Cause No. 74,346 In The 328th Family Judicial District Court Of Fort Bend County, Texas, and styled In The Matter Of The Marriage Of Sheila K. Powell And Kenneth W. Powell.

Suit for divorce filed under Cause No. 03-CV-128554 In The 328th Judicial District Court Of Fort Bend County, Texas, and styled In The Matter Of The Marriage Of Kenneth Wayne Powell And Donna Jean Kidwell.

3. I am not the same person as the Judgment Debtor in any of the foregoing Suits, Abstracts of Judgment or the taxpayer in any of the Tax Liens.

4. I do not have any outstanding suits, unpaid judgments, Federal Tax Liens or State Tax Liens appearing of record against me in Harris County, Texas.

5. My Social Security No. is XXX-XX-_____

6. My Driver's License No. is XXXX-_____

I am making this statement under oath in order to induce STEWART TITLE COMPANY to issue its title policy covering the above described property without exception to said Suits, Abstracts of Judgment and/or Tax Liens.

EXECUTED this _____ day of _____, 2008.

_____
KENNETH W. POWELL

SUBSCRIBED AND SWORN TO BEFORE ME, on this _____ day of _____, 2008.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 2008, personally appeared Kenneth W. Powell, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

_____
Notary Public in and for the State of Texas

GF#06300631

Parcel 22

Property Acquisition Services, Inc.

September 29, 2008

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Parcel 22 - Caroline Marie Ruley

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Marital Status Affidavit
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Mark Davis
Project Manager

Enclosures

Approved by Co. Atty
FBC Atty
10/27/08

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

10-27-08 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	September 29, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$12,518.95**
Description:	**Parcel 22**- Caroline Marie Ruley 0.0518 acres, Stephan Habermacher Svy, A189
Comments:	

PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____

for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **CAROLINE MARIE RULEY**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of TWELVE THOUSAND ONE HUNDRED FORTY THREE DOLLARS ($12,143.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2008.

_____

Caroline Marie Ruley

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the _____ day of _____, 2008, by Caroline Marie Ruley.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

PARCEL 22

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.0518 ACRE (2,258 SQUARE FEET) SITUATED IN THE
STEPHAN HABERMACHER SURVEY, ABSTRACT NUMBER 189,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.0518 acre (2,258 square feet) of land situated in the Stephan Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of the remainder of a 2-acre tract as conveyed unto Walter R. Ruley & Carolina M. Ruley by deed recorded in Volume 675, Page 9 dated February 13, 1976 of the Fort Bend County Deed Records. Said 0.0518-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the west corner of the I. & G.N.R.R. CO. Survey Number 3, Abstract Number 262 in the northeast line of the Stephan Habermacher Survey, Abstract Number 189;

THENCE, South 47° 10' 32" East along said centerline of Greenbusch Road and the northeasterly line of said Stephan Habermacher Survey line, a distance of 722.15 feet to a point;

THENCE, South 42° 20' 34" West, a distance of 28.95 feet to a found 1/2-inch iron bar located in the southwesterly right-of-way line of said Greenbusch Road for a northerly corner of the remainder of said 2-acre tract, for an easterly corner of a 1.104-acre tract as conveyed unto Kenneth Powell by deed recorded under County Clerk's File No. 9025664 dated May 18, 1990 of the Official Public Records of Real Property of Fort Bend County, Texas, for the north corner of said tract herein described and for the **POINT OF BEGINNING;**

THENCE, South 47° 18' 36" East with the southwesterly right-of-way line of said Greenbusch Road and the northeasterly line of the remainder of said 2-acre tract, a distance of 106.67 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the easterly corner of the remainder of said 2-acre tract and for the northerly corner of a called 2.0-acre tract as conveyed unto The Julious C. Webb and Mattie M. Webb, Revocable living Trust by deed recorded under County Clerk's File No. 9721028 dated April 11, 1997 of the Official Public Records of Real Property of Fort Bend County, Texas, and for the east corner of said tract herein described;

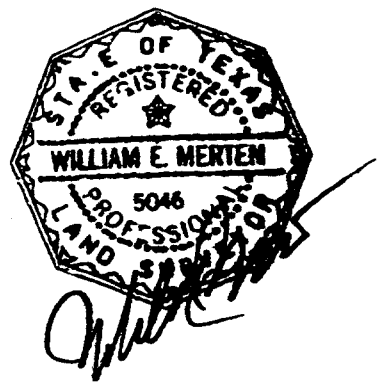
THENCE, South 42° 20' 34" West with the southeast line of the remainder of said 2-acre tract and the northwesterly line of said 2.0-acre tract, a distance of 21.30 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the south corner of said tract herein described;

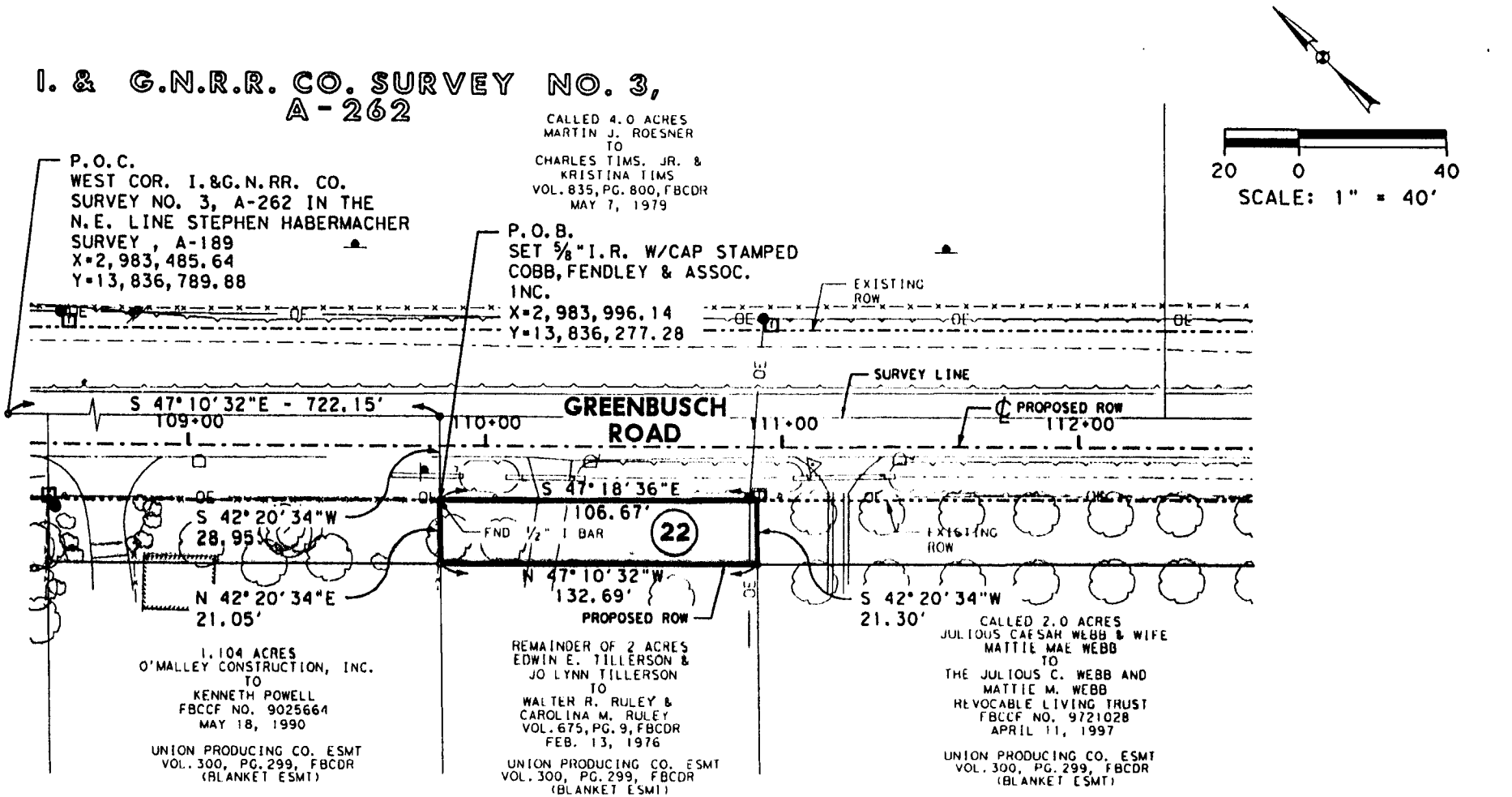
THENCE, North 47° 10' 32" West, a distance of 132.69 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of the remainder of said 2-acre tract and the southeasterly line of said 1.104-acre tract for the west corner of said tract herein described;

THENCE North 42° 20' 34" East with the northwesterly line of the remainder of said 2-acre tract and the southeasterly line of said 1.104-acre tract, a distance of 21.05 feet to the **POINT OF BEGINNING** and containing 0.0518 acre (2,258 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
May 9, 2008





SHEET 3 OF 4

S. HABERMACHER SURVEY A-189

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
0.892	0.0518 / 2.258	0.8402

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

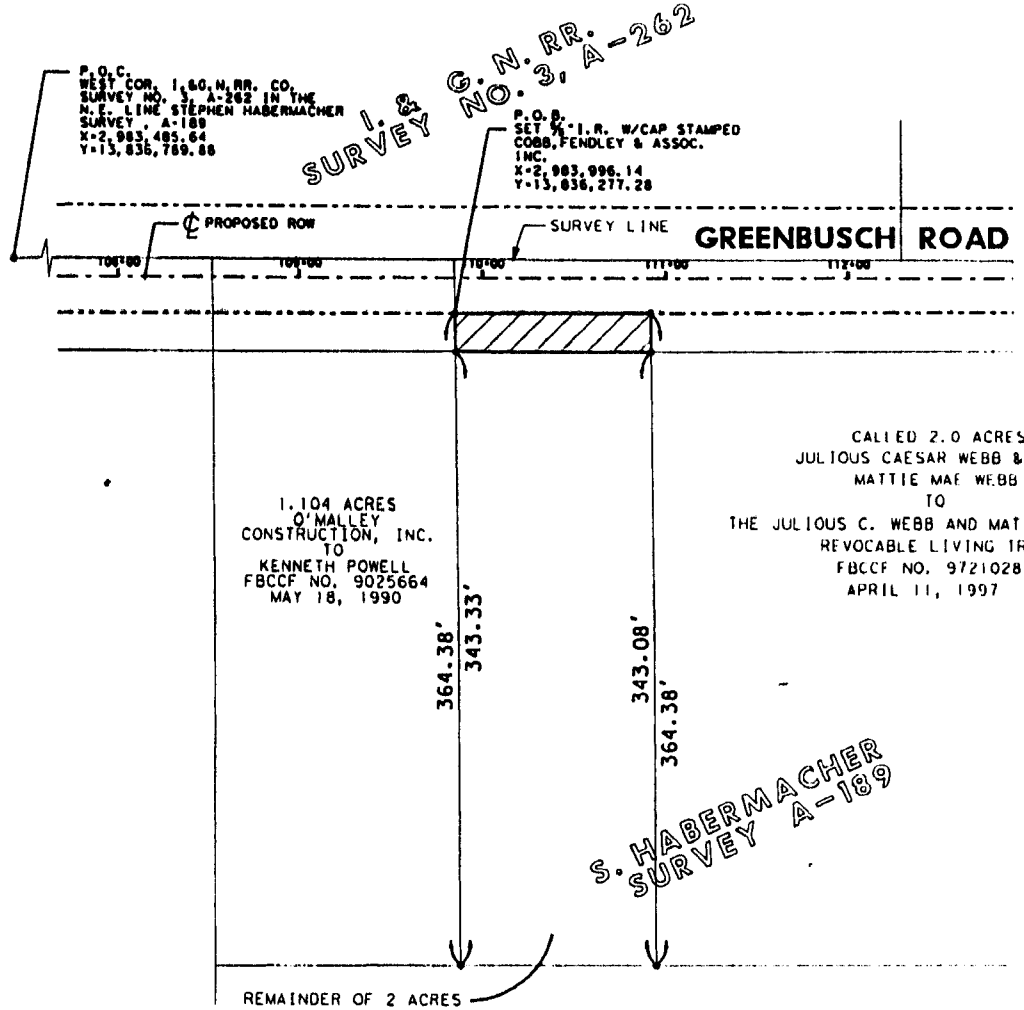
GREENBUSCH ROAD
SURVEY PLAT OF A 0.0518 ACRE
TRACT OF LAND SITUATED IN THE
S. HABERMACHER SURVEY A-189.
FORT BEND COUNTY, TEXAS

PARCEL NO. 22

ROW CSJ # | COUNTY: FORT BEND | HWY/ROAD

G:\Projects\2007\2019.greenbusch\survey\dgn\07041200S_row_PARCEL 22.dgn

5/29/2008



50 0 100

SCALE: 1" = 100'

Notes:

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999886968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set ⅝" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File , F.B.C.C.F.
9. Drawing is referenced to a metes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
0.892	0.0518 / 2.258	0.8402

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS REGISTERED WILLIAM E. MERTEN 5046 PROFESSIONAL LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.0518 ACRE TRACT OF LAND SITUATED IN THE S. HABERMACHER SURVEY A-189. FORT BEND COUNTY, TEXAS

PARCEL NO. 22

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

d:\cf\2007\2019_greenbusch\survey\dgn\20070412005_row_PAR 22-1.dgn

5/29/2008

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300632	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: Caroline Marie Ruley

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.0518 acres, Stephan Habermacher Svy., Abs. 189
Fort Bend County, Texas

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 76-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	12,143.00	401. Contract sales price	12,143.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	375.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	12,518.95	420. GROSS AMOUNT DUE TO SELLER:	12,143.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	12,518.95	601. Gross amount due to seller(line 420)	12,143.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	12,518.95	603. CASH [X TO] [FROM] SELLER:	12,143.00

File 08300632	L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on $	@ % =		
Division of Commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.			
801. Loan Origination fee	%		
802. Loan Discount	%		
803. Appraisal fee	to		
804. Credit Report	to		
805. Lender's inspection fee	to		
806. Mortgage Insurance application fee	to		
807. Assumption Fee	to		
808. Commitment Fee	to		
809. FNMA Processing Fee	to		
810. Pictures	to		
811.	to		
812.	to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.			
901. Interest from to	@$ /day		
902. Mortgage insurance premium for	mo. to		
903. Hazard insurance premium for	yrs. to		
904. Flood Insurance	yrs. to		
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	mo.@$ per mo.		
1002. Mortgage insurance	mo.@$ per mo.		
1003. City property taxes	mo.@$ per mo.		
1004. County property taxes	mo.@$ per mo.		
1005. Annual assessments (Maint.)	mo.@$ per mo.		
1006. School Property Taxes	mo.@$ per mo.		
1007. Water Dist. Prop. Tax	mo.@$ per mo.		
1008. Flood Insurance	mo.@$ per mo.		
1009. Aggregate Accounting Adjustment			
1100. TITLE CHARGES:			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fee	to		
1107. Attorney's fee to	to		
(includes above items No.:			
1108. Title insurance	to STEWART TITLE COMPANY	246.00	
(includes above items No.:)			
1109. Lender's coverage	$		
1110. Owner's coverage 12,143.00	$ 246.00		
1111. Escrow fee	to		
1112. Restrictions	to		
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY	20.00	
1114.	to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed $ 40.00	Mrtg $ Rel. $	40.00	
1202. City/county tax/stamps: Deed $	Mrtg $		
1203. State tax/stamps: Deed $	Mrtg $		
1204. Tax certificates	to STEWART TITLE COMPANY	64.95	
1205.	to		
1206. State of Texas Policy Qty Fee	to STEWART TITLE POLICY GUARANTY FEE	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest inspection	to		
1303.	to		
1304.	to		
1305.	to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)		375.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08300832

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Caroline Marie Ruley

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ _____
Marc LaRocca, Commercial Escrow Officer — Date
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300632;

Brief Description of Property: Being a tract or parcel containing 0.0518 acres (2,258 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of _____, _____, 2008.

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300632 – Parcel 22

Brief Description of Property: Being a tract or parcel containing 0.0518 acres (2,258 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: FT. BEND COUNTY

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge

Seller(s):

By: _____
Caroline Marie Ruley

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 08300632

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net or sjohnson@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 10/27/08

Judge Robert E. Hebert
Fort Bend County Judge

MARITAL STATUS AFFIDAVIT

File No.: 08300632

Before me, the undersigned authority, personally appeared Caroline Marie Ruley, "Affiant", who being by me duly sworn on his/her oath stated the following: I am competent to make this affidavit, and have personal knowledge that the facts recited herein are true, correct and complete.

My name is _____ and I am the owner of the following described property:

PARCEL 22

Being a tract or parcel containing 0.0518 acres (2,258 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas, and being the same property more particularly described by metes and bounds attached hereto.

I acquired title to the above described property on _____ and on that date, I was ( ) single or ( ) married to _____.

MARITAL STATUS FROM THE DATE OF ACQUISITION TO DATE OF AFFIDAVIT

☐ I have remained unmarried since the date of acquisition through the date of this affidavit.

☐ I have remained married to my current spouse from date of acquisition through the date of this affidavit.

☐ I married _____ on _____ and we have remained married to each other since that date through the date of this affidavit.

☐ I have been married more than once since the date of acquisition. Details for each marriage follow:

( ) I was married to _____ on _____,
which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____,
which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____,
which marriage was terminated by ( ) death ( ) divorce on _____.

I have no marriages, from and including the date of acquisition up to and including the date of this affidavit, other than those I have disclosed above. I have not made any agreement to be declared married or lived together with another person as if husband and wife, nor represented to others in Texas that we were husband and wife.

Affiant knows that Stewart Title Guaranty Company and STEWART TITLE COMPANY are relying on the statements contained herein to be true and correct, and without the true facts contained herein, it would not issue its title policy.

_____ Date: _____
Caroline Marie Ruley

Sworn to and subscribed before me, the undersigned authority, by Caroline Marie Ruley on this the _____ day of _____, _____.

_____
Notary Public in and for the State of Texas
My commission expires: _____

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300632 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Caroline Marie Ruley

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2008

Brief Description of Property: Being a tract or parcel containing 0.0518 acres (2,258 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $12,143.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Caroline Marie Ruley

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300632

Brief Description of Property: Being a tract or parcel containing 0.0518 acres (2,258 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Caroline Marie Ruley
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, land money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
Caroline Marie Ruley

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2008.

_____
Notary Public in and for
The State of Texas

Parcel 24

Property Acquisition Services, Inc.

September 23, 2008

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Parcel 24 - Alan Boyd Caldwell and wife, Betty Jean Caldwell

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Mark Davis
Project Manager

Enclosures

Approved by FBC Atty 10/21/08 WW

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

10-24-08 copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	September 23, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$36,155.95**
Description:	**Parcel 024**- Alan Boyd Caldwell and wife, Betty Jean Caldwell .1221 acres, Stephan Habermacher Svy, A189
Comments:	
	PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____
Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **ALAN BOYD CALDWELL and wife, BETTY JEAN CALDWELL**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of THIRTY FIVE THOUSAND FIVE HUNDRED TWENTY NINE DOLLARS ($35,529.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time;: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable

environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2008.

_____ _____

Alan Boyd Caldwell Betty Jean Caldwell

Acknowledgement

STATE OF TEXAS

COUNTY OF FORT BEND

The foregoing instrument was acknowledged before me in the _____ day of _____, 2008, by Alan Boyd Caldwell and wife, Betty Jean Caldwell.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT "A"

PARCEL 24

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.1221 ACRE (5,321 SQUARE FEET) SITUATED IN THE
STEPHAN HABERMACHER SURVEY, ABSTRACT NUMBER 189,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.1221 acre (5,321 square feet) of land situated in the Stephan Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a called 2.0-acre tract as conveyed unto Alan Boyd Caldwell & wife, Betty Jean Caldwell by deed recorded in Volume 1073, Page 92 dated August 4, 1983 of the Fort Bend County Deed Records. Said 0.1221-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the west corner of the I. & G.N.R.R. CO. Survey Number 3, Abstract Number 262 in the northeast line of the Stephan Habermacher Survey, Abstract Number 189;

THENCE, South 47° 10' 32" East along said centerline of Greenbusch Road and the northeasterly line of said Stephan Habermacher Survey, a distance of 1,067.70 feet to a point;

THENCE, South 42° 20' 34" West, a distance of 28.14 feet to a found 5/8-inch iron rod located in the southwesterly right-of-way line of said Greenbusch Road for the northerly corner of said 2.0-acre tract (Caldwell tract) and the easterly corner of a called 2.0-acre tract as conveyed unto The Julious C. Webb and Mattie M. Webb, Revocable Living Trust by deed recorded in County Clerk's File No. 9721028 April 11, 1997 of the Official Public Records of Fort Bend County, Texas, for the north corner of said tract herein described and for the **POINT OF BEGINNING;**

THENCE, South 47° 18' 36" East with the southwesterly right-of-way line of said Greenbusch Road and the northeasterly line of said 2.0-acre tract (Caldwell tract), a distance of 240.41 feet to a set cotton spindle located at the intersection of the southwesterly right-of-way line of said Greenbusch Road and the northwesterly right-of-way line of Greenbusch Road (width varies) for the easterly corner of said 2.0-acre tract (Caldwell tract) and for the east corner of said tract herein described;

THENCE, South 42° 44' 07" West with the northwesterly right-of-way line of said Greenbusch Road and the southeasterly line of said 2.0-acre tract (Caldwell tract), a distance of 22.42 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the south corner of said tract herein described;

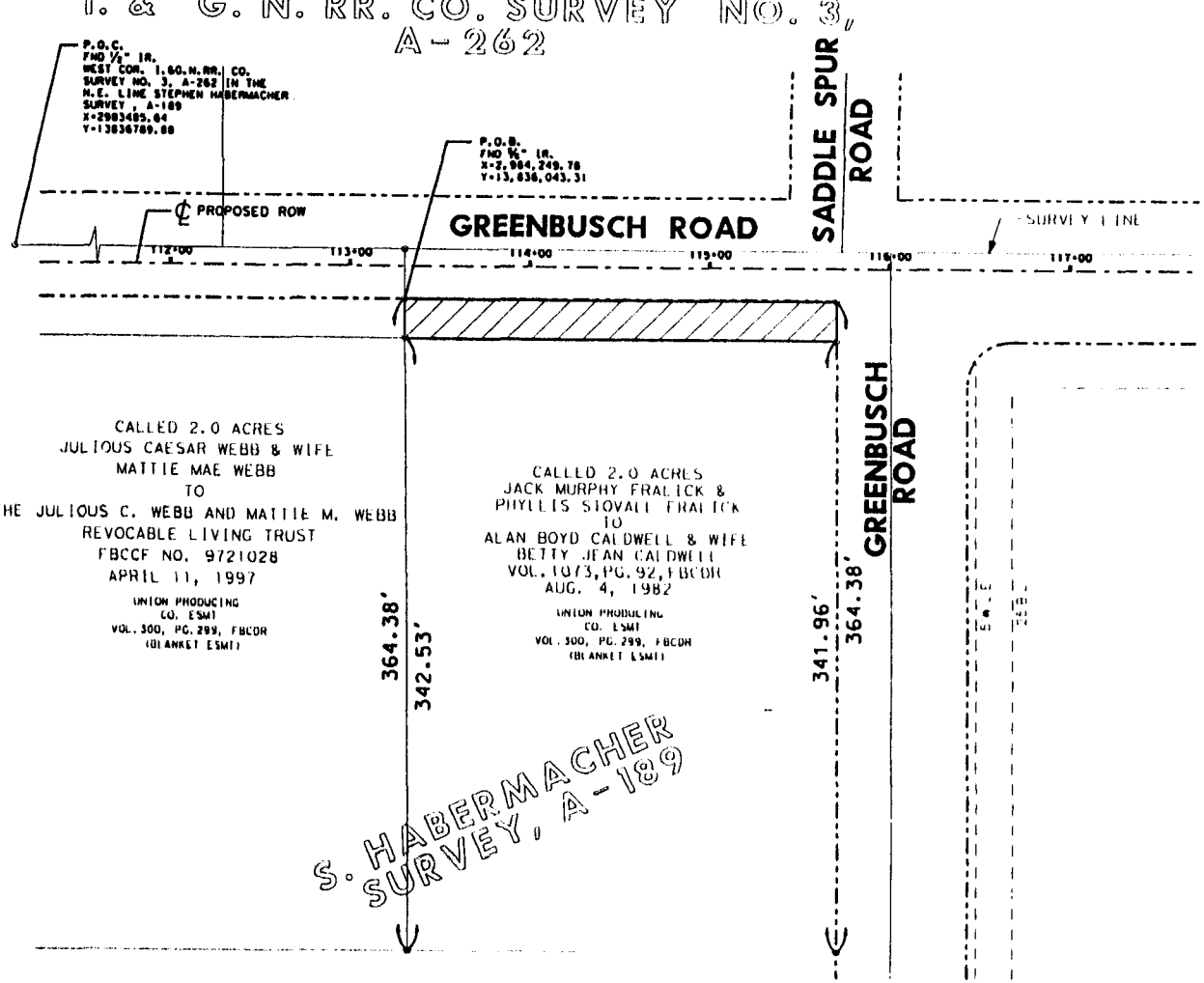
THENCE, North 47° 10' 32" West, a distance of 240.26 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of said 2.0-acre tract (Caldwell tract) and the southeasterly line of said 2.0-acre tract (Webb tract) for the west corner of said tract herein described;

THENCE North 42° 20' 34" East with the northwesterly line of said 2.0-acre tract (Caldwell tract) and the southeasterly line of said 2.0-acre tract (Webb tract), a distance of 21.85 feet to the **POINT OF BEGINNING** and containing 0.1221 acre (5,321 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242



Job No. 0412-005-02
May 9, 2008



50 0 100

SCALE: 1" = 100'

Notes:

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set ⅝" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File , F.B.C.C.F.
9. Drawing is referenced to a metes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

SHEET 4 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
2.0	0.1221 / 5.321	1.8779

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

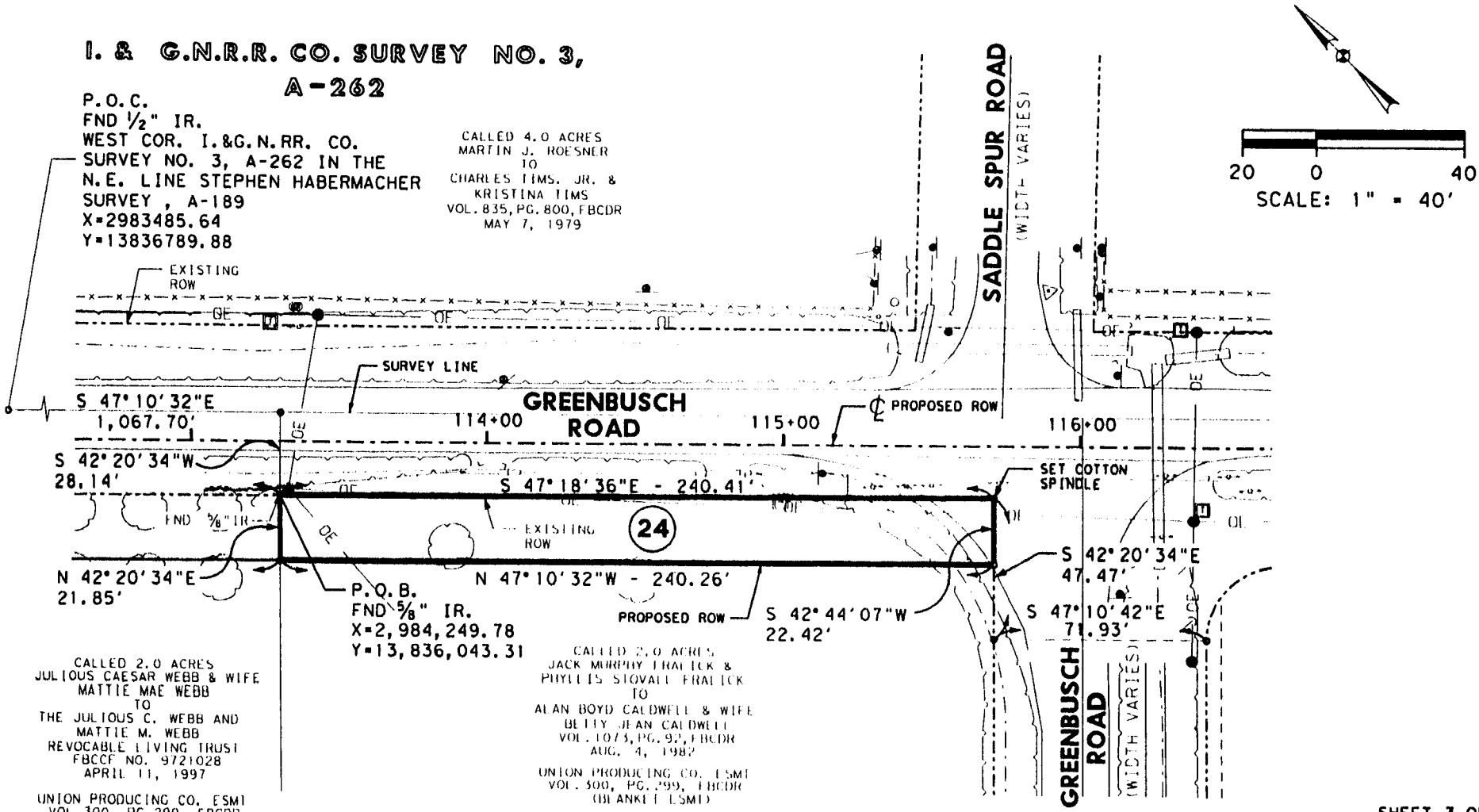
GREENBUSCH ROAD
SURVEY PLAT OF A 0.1221 ACRE TRACT OF LAND SITUATED IN THE S. HABERMACHER SURVEY A-189. FORT BEND COUNTY, TEXAS

PARCEL NO. 24

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

c:\cfe\2007*2007-greenbusch\survey\dgn\070412005_row_PAR 24-1.dgn

5/29/2008



S. HABERMACHER SURVEY A-189

SHEET 3 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
2.0	0.1221 / 5.321	1.8779

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.1221 ACRE
TRACT OF LAND SITUATED IN THE
S. HABERMACHER SURVEY A-189,
FORT BEND COUNTY, TEXAS

PARCEL NO. 24

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

d:\projects\2007\120 greenbusch\survey\dgn\07041 2005_row_PARCEL 24.dgn

5/29/2008

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300636	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: Alan Boyd Caldwell, Betty Jean Caldwell

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.1221 acres, Stephan Babermacher Svy., Abs. 189
Fort Bend County, Texas

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923770

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	35,529.00	401. Contract sales price	35,529.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	626.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	36,155.95	420. GROSS AMOUNT DUE TO SELLER:	35,529.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan NEED PAYOFF	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	36,155.95	601. Gross amount due to seller(line 420)	35,529.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	36,155.95	603. CASH [X TO] [FROM] SELLER:	35,529.00

File 08300636	L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on $	@ %=		
Division of Commission (line 700) as follows:			
701. $	to		
702. $	to		
703. Commission paid at settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.			
801. Loan Origination fee	%		
802. Loan Discount	%		
803. Appraisal fee	to		
804. Credit Report	to		
805. Lender's inspection fee	to		
806. Mortgage Insurance application fee	to		
807. Assumption Fee	to		
808. Commitment Fee	to		
809. FNMA Processing Fee	to		
810. Pictures	to		
811.	to		
812.	to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.			
901. Interest from to	@$ /day		
902. Mortgage insurance premium for	mo. to		
903. Hazard insurance premium for	yrs. to		
904. Flood Insurance	yrs. to		
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance	mo.@$ per mo.		
1002. Mortgage insurance	mo.@$ per mo.		
1003. City property taxes	mo.@$ per mo.		
1004. County property taxes	mo.@$ per mo.		
1005. Annual assessments (Maint.)	mo.@$ per mo.		
1006. School Property Taxes	mo.@$ per mo.		
1007. Water Dist. Prop. Tax	mo.@$ per mo.		
1008. Flood Insurance	mo.@$ per mo.		
1009. Aggregate Accounting Adjustment			
1100. TITLE CHARGES:			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fee	to		
1107. Attorney's fee to	to John K. Tyler	50.00	
(includes above items No.:)			
1108. Title insurance	to STEWART TITLE COMPANY	407.00	
(includes above items No.:)			
1109. Lender's coverage	$		
1110. Owner's coverage 35,529.00	$ 407.00		
1111. Escrow fee	to		
1112. Restrictions	to		
1113. Messenger Fee/Document Delivery	to STEWART TITLE COMPANY	20.00	
1114.	to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed $ 40.00	Mrtg $ Rel. $ 40.00	80.00	
1202. City/county tax/stamps: Deed $	Mrtg $		
1203. State tax/stamps: Deed $	Mrtg $		
1204. Tax certificates	to STEWART TITLE COMPANY	64.95	
1205.	to		
1206. State of Texas Policy Gty Fee	to STEWART TITLE POLICY GUARANTY FEE	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey	to		
1302. Pest inspection	to		
1303.	to		
1304.	to		
1305.	to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)		626.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 06300636

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Alan Boyd Caldwell

By: _____
Betty Jean Caldwell

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____ Date _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300636;

Brief Description of Property: Being a tract or parcel containing 0.1221 acres (5,321 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1AND

PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING

OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION

OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of _____, _____, 2008.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300636 – Parcel 24

Brief Description of Property: Being a tract or parcel containing 0.1221 acres (5,321 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: FT. BEND COUNTY

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge

Seller(s):

By : _____
Alan Boyd Caldwell

By: _____
Betty Jean Caldwell

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 08300636

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net or sjohnson@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 10/27/08

Judge Robert E. Hebert
Fort Bend County Judge

41/LaRocca

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300636 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Betty Jean and Alan Boyd Caldwell

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2008

Brief Description of Property: Being a tract or parcel containing 0.1221 acres (5,321 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

Contract Sales Price: $35,529.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Alan Boyd Caldwell

By: _____
Betty Jean Caldwell

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 06300636

Brief Description of Property: Being a tract or parcel containing 0.1221 acres (5,321 square feet) of land situated in the Stephan Habermacher Survey, Abstract No. 189, Fort Bend County, Texas and being the same property more particularly described by metes and bounds on Exhibit "A" attached hereto.

BEFORE ME, the undersigned authority, on this day personally appeared
Betty Jean and Alan Boyd Caldwell
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
Alan Boyd Caldwell

By: _____
Betty Jean Caldwell

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2008.

_____
Notary Public in and for
The State of Texas

Parcel 26

Property Acquisition Services, Inc.

October 15, 2008

Paulette Batts
Executive Assistant
Fort Bend County Engineering
1124 Blume Road
Rosenberg, Texas 77471

Re: Parcel 26 - Donald R. Sabrsula

Dear Ms. Batts:

Please find enclosed the following referenced documents for signature and your review:

- Two Original Check Requests (1 for Paulette and 1 for the County)
- Original Deed for County Attorney Review
- Two Original Settlement Statements
- Two Original Title Company Disclosures:
  - → Waiver of Inspection & Disclosure to Owner
  - → Tax Agreement
  - → Buyer Correspondence Information Form
  - → Info for Real Estate 1099-S Report Filing
  - → Affidavit as to Debts, Liens, & Possession
  - → Marital Status Affidavit

At this time, we ask that the County have both settlement statements and supporting documents executed for processing. Once these agreements are signed and the check requested processed, my office will pick up all documents from you and deliver all original documents along with the check to the title company for closing.

Thank you for your attention to this matter and please contact me at (281) 343-7171 if I can answer any questions or be of further assistance.

Sincerely,

Mark Davis
Project Manager

Enclosures

Approved by FBC 10/27/08

19855 Southwest Freeway, Suite 200, Sugar Land, TX 77479 • Office: 281-343-7171 • Fax: 281-343-8181

10-27-08 Copy received

FORT BEND COUNTY
REQUEST FOR CHECK

Date Requested:	October 15, 2008
Check Needed By:	**ASAP**
Fort Bend County P.O. No.:	_____
Vendor:	**Property Acquisition Services, Inc.**
Address:	19855 Southwest Freeways, Suite 200 Sugar Land, TX 77479 Office (281) 343-7171
Project Location:	Greenbusch
Payee:	**Stewart Title Company**
Payee's Address:	1980 Post Oak Blvd., Suite 110 Houston, TX 77056
Payee's Tax ID/SS #:	On File
Amount of Check:	**$43,846.95**
Description:	**Parcel 26**- Donald R. Sabrsula 0.1909 acres, Stephan Habermacher Survey, A-189
Comments:	
	PLEASE RETURN CHECK TO PAULETTE BATTS

Requested By: _____
for Mark Davis

WARRANTY DEED

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

THAT THE UNDERSIGNED, **DONALD R. SABRSULA**, hereinafter called "Grantor", whether one or more, for an in consideration of the sum of FORTY THREE THOUSAND TWO HUNDRED FIFTY NINE DOLLARS ($43,259.00) cash, and other good and valuable consideration paid to Grantor by the County of Fort Bend, hereinafter called Grantee, whether one or more, whose mailing address is 301 Jackson St., Richmond, TX 77469 and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A", incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of widening or of changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time:: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated: and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of as to or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed here under for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules, or regulations; (b) the nature and extent of any right-of-way, lease, possession,

lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information. This conveyance is made on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (expect as specifically set forth and limited in this Deed), habitability, merchantability or fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS", "WHERE IS", and "WITH ALL FAULTS". Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, Grantor's employees officers, directors, representatives, attorneys and agents from any and all claims that Grantee may now have or hereafter acquire against Grantor, and Grantor's employees, officers, directors, representatives, attorneys, and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any conditions affecting the Property. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the Property and shall be binding upon Grantee. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims the Grantor may have for any such errors, omissions or defects in the Property. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any defects, or other conditions affecting the Property, Grantee shall look solely to Grantor's predecessors or to such contractors and consultants as may have contracted for work in connection with the Property for any redress or relief. Upon the assignment by Grantor of Grantor's claims, Grantee releases Grantor of all rights, express or implied, Grantee may have against Grantor arising out of or resulting from any defects in the Property. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessor, contractors, or consultants.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

EXECUTED this _____ day of _____, 2008.

_____

Donald R. Sabrsula

Acknowledgement

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me in the _____ day of _____, 2008, by Donald R. Sabrsula

.

_____
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)

_____
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

_____

After recording please return to:
Property Acquisition Services, Inc.
19855 Southwest Freeway., Suite 200
Sugar Land, TX 77479

EXHIBIT "A"

PARCEL 26

DESCRIPTION OF A TRACT OF LAND CONTAINING
0.1909 ACRE (8,316 SQUARE FEET) SITUATED IN THE
STEPHAN HABERMACHER SURVEY, ABSTRACT NUMBER 189,
FORT BEND COUNTY, TEXAS

Being a tract or parcel containing 0.1909 acre (8,316 square feet) of land situated in the Stephan Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a called 4.338-acre tract as conveyed unto Donald R. Sabrsula by deed recorded under County Clerk's File No. 9740575 dated July 2, 1997 of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.1909-acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

COMMENCING FOR REFERENCE at a 5/8-inch iron rod found in the centerline of Greenbusch Road (width varies) for the west corner of the I. & G.N.R.R. CO. Survey Number 3, Abstract Number 262 in the northeasterly line of the Stephan Habermacher Survey, Abstract Number 189;

THENCE, South 47° 10' 32" East along said centerline of Greenbusch Road and the northeasterly line of said Stephan Habermacher Survey, a distance of 2,179.16 feet to a point for the northerly corner of said 4.338-acre tract and for the east corner of a 4.338-acre tract as conveyed unto Ennis M. Cooley, Trustee by deed recorded under County Clerk's File No. 9006349 of the Official Public Records of Real Property of Fort Bend County, Texas;

THENCE, South 42° 38' 27" West with the northwesterly line of said 4.338-acre tract (Sabrsula tract) and the southeasterly line of said 4.338-acre tract (Cooley Tract), a distance of 30.52 feet to a found 1/2-inch iron pipe located in the southwesterly right-of-way line of said Greenbusch Road as monumented, for the north corner of said tract herein described and for the **POINT OF BEGINNING;**

THENCE, South 47° 14' 53" East with the southwesterly right-of-way line of said Greenbusch Road, a distance of 421.10 feet set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the southeasterly line of said 4.338-acre tract (Sabrsula Tract) for an angle point in the southwesterly right-of-way line of said Greenbusch Road and for the east corner of said tract herein described;

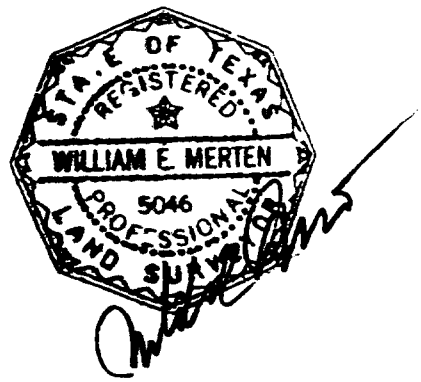
THENCE, South 42° 38' 34" West with the southwesterly right-of-way line of said Greenbusch Road and the southeasterly line of said 4.338-acre tract (Sabrsula tract), a distance of 20.01 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" for the north corner of Restricted Reserve "B" of Katy Creek Ranch, Section 1, a plat recorded under County Clerk's File No. 2006026701 of the Fort Bend County Plat Records and for the south corner of said tract herein described;

THENCE, North 47° 10' 32" West, a distance of 421.10 feet to a set 5/8-inch iron rod with yellow cap stamped "Cobb, Fendley & Associates" located in the northwesterly line of said 4.338-acre tract (Sabrsula tract) and the southeasterly line of said 4.338-acre tract (Cooley) for the west corner of said tract herein described;

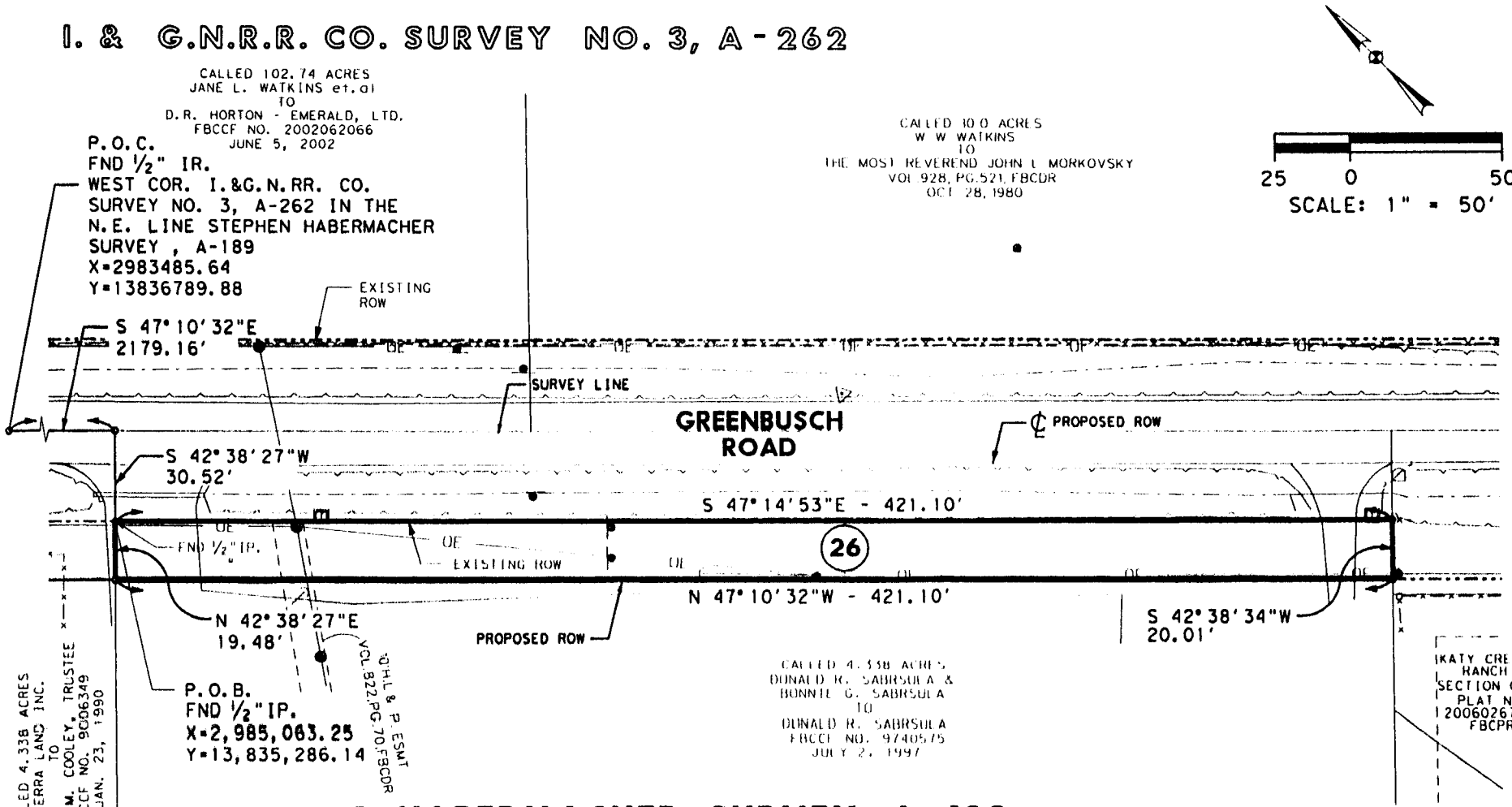
THENCE North 42° 38' 27" East with the northwesterly line of said 4.338-acre tract (Sabrsula tract) and the southeasterly line of said 4.338-acre tract (Cooley tract), a distance of 19.48 feet to the **POINT OF BEGINNING** and containing 0.1909 acre (8,316 square feet) of land.

COBB, FENDLEY & ASSOCIATES, INC.
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
Phone: 713-462-3242

Job No. 0412-005-02
May 9, 2008



I. & G.N.R.R. CO. SURVEY NO. 3, A-262



S. HABERMACHER, SURVEY A-189

SHEET 3 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
4.338 AC.	0.1909 / 8.315	4.147

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

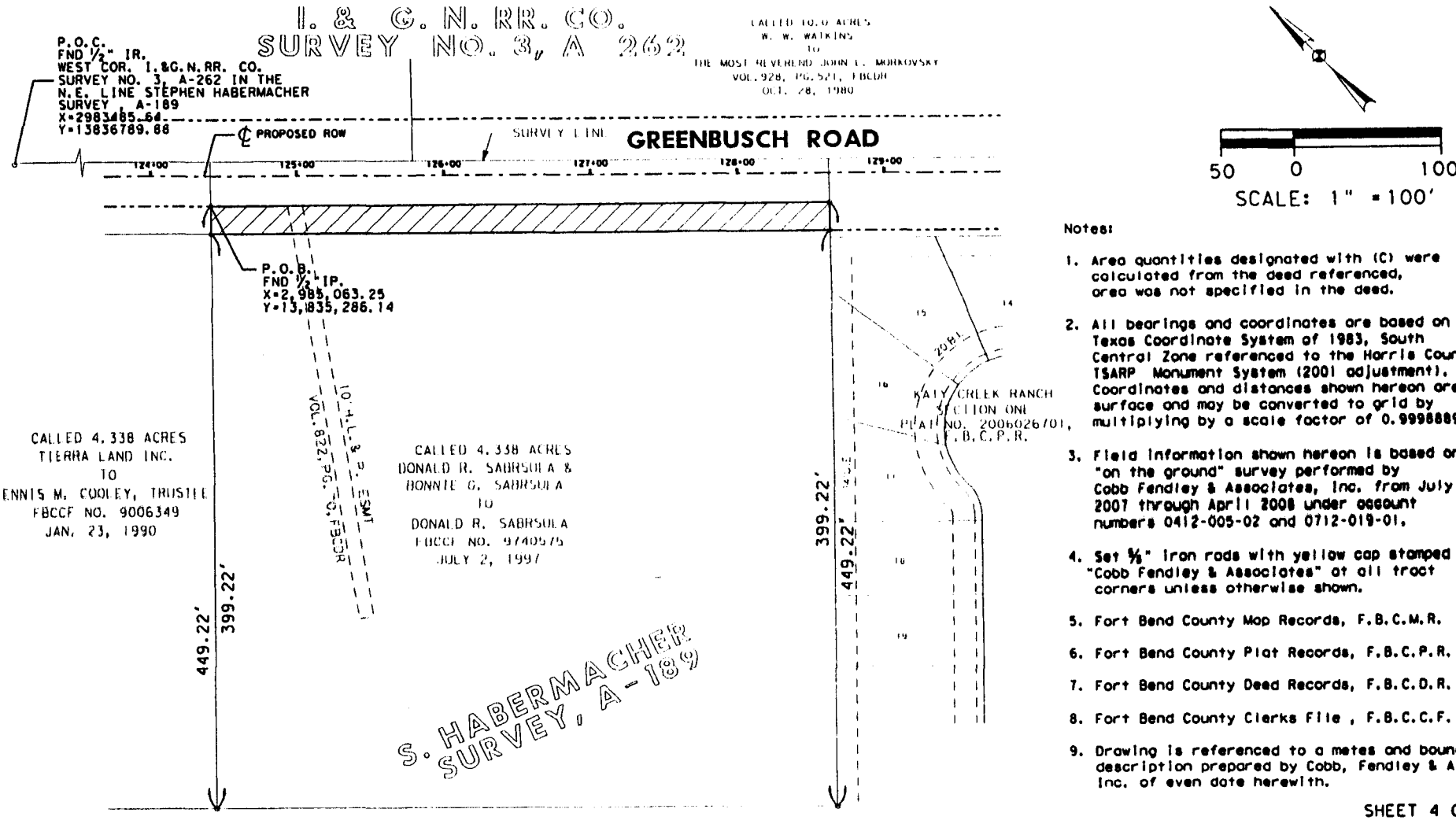
GREENBUSCH ROAD
SURVEY PLAT OF A 0.1909 ACRE
TRACT OF LAND SITUATED IN THE
S. HABERMACHER SURVEY A-189,
FORT BEND COUNTY, TEXAS

PARCEL NO. 26

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

5/29/2008

C:\Projects\2007\12015_Greenbusch\Survey\dgn\070412005_row_PARCEL 26.dgn



Notes:

1. Area quantities designated with (C) were calculated from the deed referenced, area was not specified in the deed.
2. All bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone referenced to the Harris County TSARP Monument System (2001 adjustment). Coordinates and distances shown hereon are surface and may be converted to grid by multiplying by a scale factor of 0.999888968.
3. Field information shown hereon is based on an "on the ground" survey performed by Cobb Fendley & Associates, Inc. from July 2007 through April 2008 under account numbers 0412-005-02 and 0712-019-01.
4. Set ⅝" iron rods with yellow cap stamped "Cobb Fendley & Associates" at all tract corners unless otherwise shown.
5. Fort Bend County Map Records, F.B.C.M.R.
6. Fort Bend County Plat Records, F.B.C.P.R.
7. Fort Bend County Deed Records, F.B.C.D.R.
8. Fort Bend County Clerks File , F.B.C.C.F.
9. Drawing is referenced to a metes and bounds description prepared by Cobb, Fendley & Assoc. Inc. of even date herewith.

SHEET 4 OF 4

EXISTING ACREAGE	ROW TAKING ACRE / SQ FT	REMAINING ACREAGE
4.338	0.1909 / 8.315	4.1471

I, William E. Merten, A Registered Professional Land Surveyor, hereby certify that this plat and the accompanying legal description of even date, represent an actual survey made on the ground under my supervision.

William E. Merten
Registered Professional
Land Surveyor
No. 5046-State of Texas
Date: MAY 9 2008

STATE OF TEXAS
REGISTERED
WILLIAM E. MERTEN
5046
PROFESSIONAL
LAND SURVEYOR

REV. NO.	DESCRIPTION	DATE	APP.

Cobb Fendley & Associates
13430 NORTHWEST FRWY, SUITE 1100
HOUSTON, TEXAS 77040
(713) 462-3242

DATE	DRAWN	CHECKED	APPROVED	SCALE
	LDW	WM/SF	SF	

GREENBUSCH ROAD
SURVEY PLAT OF A 0.1909 ACRE TRACT OF LAND SITUATED IN THE S. HABERMACHER SURVEY A-189. FORT BEND COUNTY, TEXAS

PARCEL NO. 26

ROW CSJ #	COUNTY	HWY/ROAD
	FORT BEND	

5/29/2008

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	OMB No. 2502-0265
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4. [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 08300638	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

C.NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("p.o.c.") were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. NAME OF BORROWER: Fort Bend County

ADDRESS:

E. NAME OF SELLER: Donald R. Sabrsula

ADDRESS: SELLER TIN:

F. NAME OF LENDER:

ADDRESS:

G.PROPERTY LOCATION: 0.1909 acres, Stephan Habermacher Survey, A-189
Fort Bend County, Texas
Parcel #26

H. SETTLEMENT AGENT: STEWART TITLE COMPANY CLOSER: MARC LAROCCA PHONE NUMBER: (713) 627-1310
ADDRESS: 4700 W. SAM HOUSTON PKWY N.
HOUSTON, TEXAS 77041 SETTLEMENT AGENT TIN: 74-0923773

PLACE OF SETTLEMENT: STEWART TITLE COMPANY PHONE NUMBER: (713) 625-8702 I.SETTLEMENT DATE
ADDRESS: 1980 POST OAK BLVD. Closing date:
HOUSTON, TEXAS 77056 Proration date:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	43,259.00	401. Contract sales price	43,259.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower(line 1400)	587.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid for seller in advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. Maintenance to		409. Maintenance to	
110. School/Taxes to		410. School/Taxes to	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER:	43,846.95	420. GROSS AMOUNT DUE TO SELLER:	43,259.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit(see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller(line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Commitment Fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. School/Taxes to		513. School/Taxes to	
214.		514. Maintenance to	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:		520. TOTAL REDUCTION IN AMOUNT:	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross amount due from borrower(line 120)	43,846.95	601. Gross amount due to seller(line 420)	43,259.00
302. Less amounts paid by/for borrower(line 220)		602. Less total reductions in amount due seller(line 520)	
303. CASH [X FROM] [TO] BORROWER:	43,846.95	603. CASH [X TO] [FROM] SELLER:	43,259.00

File 08300638

L. SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on $ @ % =		
Division of Commission (line 700) as follows:		
701. $ to		
702. $ to		
703. Commission paid at settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.		
801. Loan Origination fee %		
802. Loan Discount %		
803. Appraisal fee to		
804. Credit Report to		
805. Lender's inspection fee to		
806. Mortgage Insurance application fee to		
807. Assumption Fee to		
808. Commitment Fee to		
809. FNMA Processing Fee to		
810. Pictures to		
811. to		
812. to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.		
901. Interest from to @$ /day		
902. Mortgage insurance premium for mo. to		
903. Hazard insurance premium for yrs. to		
904. Flood Insurance yrs. to		
905.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance mo.@$ per mo.		
1002. Mortgage insurance mo.@$ per mo.		
1003. City property taxes mo.@$ per mo.		
1004. County property taxes mo.@$ per mo.		
1005. Annual assessments (Maint.) mo.@$ per mo.		
1006. School Property Taxes mo.@$ per mo.		
1007. Water Dist. Prop. Tax mo.@$ per mo.		
1008. Flood Insurance mo.@$ per mo.		
1009. Aggregate Accounting Adjustment		
1100. TITLE CHARGES:		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104. Title insurance binder to		
1105. Document preparation to		
1106. Notary fee to		
1107. Attorney's fee to		
(includes above items No.:		
1108. Title insurance to STEWART TITLE COMPANY	458.00	
(includes above items No.:)		
1109. Lender's coverage $		
1110. Owner's coverage 43,259.00 $ 458.00		
1111. Escrow fee to		
1112. Restrictions to		
1113. Messenger Fee/Document Delivery to STEWART TITLE COMPANY	20.00	
1114. to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed $ 40.00 Mtg $ Rel. $	40.00	
1202. City/county tax/stamps: Deed $ Mtg $		
1203. State tax/stamps: Deed $ Mtg $		
1204. Tax certificates to STEWART TITLE COMPANY	64.95	
1205. to		
1206. State of Texas Policy Gty Fee to STEWART TITLE POLICY GUARANTY FEE	5.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. to		
1304. to		
1305. to		
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)	587.95	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

SEE PAGE 3 FOR SIGNATURES, IF APPLICABLE

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

Page 3 to be affixed to
HUD-1 Settlement Statement
GF No. 08300638

CERTIFICATION

Seller's and Purchaser's signature hereon acknowledges his/their approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Purchaser; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Seller and Purchasers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER(S):

By: _____
Donald R. Sabrsula

PURCHASER (S):

FORT BEND COUNTY

By: _____
Judge Robert E. Hebert
Fort Bend County Judge

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STEWART TITLE OF HOUSTON

By: _____
Marc LaRocca, Commercial Escrow Officer
Settlement Agent

Date _____

WARNING:
It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

41/LaRocca

WAIVER OF INSPECTION AND DISCLOSURE NOTICE

RE: Stewart Title of Houston GF No. 08300638;

Brief Description of Property: Being a tract or parcel containing 0.1909 acre (8,316 square feet) of land situated in the Stephen Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a called 4.338 acre tract as conveyed to Donald R. Sabrsula by deed recorded under County Clerk's File No. 9740575 dated July 2, 1997, of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.1909 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

THE UNDERSIGNED BUYER/BORROWER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING NOTICE FROM STEWART TITLE COMPANY PRIOR TO CLOSING:

1. Waiver of Inspection.

You may refuse to accept an exception to "Rights of Parties in Possession." "Rights of Parties in Possession" means one or more persons who are themselves actually physically occupying the land or a portion thereof under a claim of right which may be adverse to the record owner of the land as shown in Schedule A of the Commitment. The Company may require an inspection and additional charge for reasonable and actual costs to inspect, and may make additional exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this exception and waive inspection of the land.
YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1 AND PAYING THE ADDITIONAL COSTS INVOLVED.

2. Receipt of Commitment.

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the exceptions set forth in Schedule B, and any unresolved items set forth in Schedule C of the Commitment, and any additional exceptions to title resulting from the documents involved in this transaction, and any additional exceptions reflected by an exhibit attached hereto.

3. Survey.

If we have been furnished with a current survey of the subject property acceptable to us, you may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.
YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3 AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration.

This Paragraph 4 does not apply to the Residential Owner Policy (T-1R), and if applicable the parties must later agree to arbitrate under such policy if the land covers a one to four family residential property or condominium unit.

If this is not residential, as stated above, you may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice.

You may wish to consult an attorney to discuss matters shown in Schedule B and C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Company. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or in the restrictions on your land.

ACKNOWLEDGED as of _____ _____, 2008.

FORT BEND COUNTY

By: _____

Judge Robert E. Hebert
Fort Bend County Judge

TAX AGREEMENT

Stewart Title Company
Houston, Texas

GF No.: 08300638 – Parcel 26

Brief Description of Property: Being a tract or parcel containing 0.1909 acre (8,316 square feet) of land situated in the Stephen Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a called 4.338 acre tract as conveyed to Donald R. Sabrsula by deed recorded under County Clerk's File No. 9740575 dated July 2, 1997, of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.1909 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

We, the undersigned, hereby acknowledge that the taxes WERE NOT prorated in the above captioned file at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Stewart Title Company, upon notification.

SELLER recognizes their responsibility for current year taxes. Further, SELLER agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (1) the tax information obtained by Stewart Title Company was procured only for the benefit of Stewart Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Stewart Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Stewart Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Stewart Title Company shall not be held responsible for such tax prorations in any event.

Buyer: **FT. BEND COUNTY**

By: _____
Judge Robert E. Hebert,
Fort Bend County Judge

Seller(s):

By: _____
Donald R. Sabrsula

STEWART TITLE

BUYER CORRESPONDENCE INFORMATION FORM

GF NO. 08300638

All correspondence in connection with this transaction should be addressed to:

Property Acquisition Services, Inc.
19855 Southwest Freeway, Suite 200
Sugar Land, TX 77479
281-343-7171
mdavis@pascorp.net or sjohnson@pascorp.net

Is this a temporary address? _____ YES _____ NO

If YES, please indicate until what date: _____

PHONE NUMBER: (____) _____ - _____

E-MAIL ADDRESS: _____

FORT BEND COUNTY

By: _____ Date: 10/27/08
Judge Robert E. Hebert
Fort Bend County Judge

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING

As Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide Stewart title Company with your correct taxpayer identification number. If you do not provide Stewart Title Company with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

File No. 08300638 **Taxpayer I. D. No.** _____

SELLER'S NAME and MAILING ADDRESS

Donald R. Sabrsula

_____

_____

TRANSACTION INFORMATION

Closing Date: _____, _____, 2008

Brief Description of Property: Being a tract or parcel containing 0.1909 acre (8,316 square feet) of land situated in the Stephen Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a called 4.338 acre tract as conveyed to Donald R. Sabrsula by deed recorded under County Clerk's File No. 9740575 dated July 2, 1997, of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.1909 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

Contract Sales Price: $43,259.00

If multiple Sellers, allocation of sales price amount among the Sellers: _____

Has the Seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? _____ (Yes or No)

CERTIFICATION

Under penalty of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

By: _____
Donald R. Sabrsula

AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION

RE: Stewart Title of Houston GF No. 08300638

Brief Description of Property: Being a tract or parcel containing 0.1909 acre (8,316 square feet) of land situated in the Stephen Habermacher Survey, Abstract Number 189, Fort Bend County, Texas, and being out of a called 4.338 acre tract as conveyed to Donald R. Sabrsula by deed recorded under County Clerk's File No. 9740575 dated July 2, 1997, of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.1909 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

BEFORE ME, the undersigned authority, on this day personally appeared
Donald R. Sabrsula
Owner/Seller

known to me to be the person(s) whose name(s) are subscribed hereto and upon his/her oath deposes and says:

1. No proceedings in bankruptcy or receivership have been instituted by or against him/her or the entity which they represent in the subject transaction.

2. If acting in their individual capacity, that there has been no change in their marital status since acquiring the subject property.

3. There exists no unpaid debts for lighting fixture, plumbing, water heaters, air conditioning, kitchen equipment, carpeting, fences, roofing, street paving, or any other form of personal or fixture items that are located on the subject property whether secured by financing statements, security agreements or otherwise, except the following:_____.

4. There are no loans, unpaid judgments, or liens of any kind, including federal and/or state liens, and no unpaid association fees or governmental taxes, charges or assessments of any kind affecting the subject property except:_____.

5. All labor and material costs associated with any improvements on the subject property have been paid, and there are now no claims for unpaid labor or material costs for the construction of improvements affecting the subject property except:_____.

6. There are no leases, contracts to sell the land, rights of first refusal, or parties in possession other than the party making this Affidavit, except for:_____.

7. If this involves a sale, the Seller is not a non-resident alien, foreign corporation, foreign trust, foreign estate or other foreign entity as defined by the Internal Revenue Service. The **Seller's United States Employer's tax identification number or Social Security Number is:** _____. This information may be disclosed to the Internal Revenue Service, and is furnished to the Buyer to inform the Buyer that withholding of tax on this sale is not required under Section 1445 of the Internal Revenue Code.

8. Except as specifically disclosed herein, the party making this Affidavit agrees to pay on demand any and all amounts secured by any liens, claims, or rights which currently apply to the subject property or are subsequently established against the subject property, and which were created by or known to the undersigned, or have an inception date prior to the closing of this transaction and the recording of the deed and mortgage.

9. The party making this Affidavit hereby acknowledges and agrees that the Buyer/Borrower/Purchaser, Lender, and/or Title Company are relying on the truth of the statements and information contained herein, and would not purchase, lend money thereon or issue title policies unless said statements, information and representations were accurately made. If the party for whom I am making this Affidavit is an entity, I hereby represent that I have authority to sign this Affidavit on behalf of such entity.

IT IS SPECIALLY UNDERSTOOD AND AGREED THAT ANY AND ALL SPACES ON THIS FORM THAT I HAVE NOT COMPLETED OR OTHERWISE LEFT BLANK ARE THEREBY INTENDED TO STATE "NONE" OR "NOT APPLICABLE" AS THE CASE MAY BE.

IN WITNESS WHEREOF I/we have signed my/our name(s):

By: _____
Donald R. Sabrsula

SWORN TO AND SUBSCRIBED before me the undersigned authority, on this _____ day of

_____, 2008.

_____
Notary Public in and for
The State of Texas

MARITAL STATUS AFFIDAVIT

File No.: 08300638

Before me, the undersigned authority, personally appeared Donald R. Sabrsula, "Affiant", who being by me duly sworn on his/her oath stated the following: I am competent to make this affidavit, and have personal knowledge that the facts recited herein are true, correct and complete.

My name is _____ and I am the owner of the following described property:

Being a tract or parcel containing 0.1909 acre (8,316 square feet) of land situated in the Stephen Habermacher Survey, Abstract Number 169, Fort Bend County, Texas, and being out of a called 4.338 acre tract as conveyed to Donald R. Sabrsula by deed recorded under County Clerk's File No. 9740575 dated July 2, 1997, of the Official Public Records of Real Property of Fort Bend County, Texas. Said 0.1909 acre tract being more particularly described by metes and bounds as follows (bearings are oriented to the Texas Coordinate System of 1983, South Central Zone):

(See attached Exhibit "A")

I acquired title to the above described property on _____ and on that date, I was ( ) single or ( ) married to _____.

MARITAL STATUS FROM THE DATE OF ACQUISITION TO DATE OF AFFIDAVIT

☐ I have remained unmarried since the date of acquisition through the date of this affidavit.

☐ I have remained married to my current spouse from date of acquisition through the date of this affidavit.

☐ I married _____ on _____ and we have remained married to each other since that date through the date of this affidavit.

☐ I have been married more than once since the date of acquisition. Details for each marriage follow:

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

( ) I was married to _____ on _____, which marriage was terminated by ( ) death ( ) divorce on _____.

I have no marriages, from and including the date of acquisition up to and including the date of this affidavit, other than those I have disclosed above. I have not made any agreement to be declared married or lived together with another person as if husband and wife, nor represented to others in Texas that we were husband and wife.

Affiant knows that Stewart Title Guaranty Company and STEWART TITLE COMPANY are relying on the statements contained herein to be true and correct, and without the true facts contained herein, it would not issue its title policy.

_____ Date: _____

Donald R. Sabrsula

Sworn to and subscribed before me, the undersigned authority, by Donald R. Sabrsula on this the _____ day of _____, _____.

Continued on next page

CONTINUATION OF MARITAL STATUS AFFIDAVIT
File No.: 08300638

Notary Public in and for the State of Texas
My commission expires: _____

10-7-08
5A

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

3rd day of Sept, 2008.
replat of res. "A" Vinings II Apts

10th day of Sept, 2008.

17th day of Sept, 2008.

_____ day of _____, 2008.

_____
Publisher's Representative

Sworn to and subscribed before me this 18th day of Sept 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, October 7, 2008 for Colony One Auto Center being a replat of restricted reserve "A" Vinings II Apartments, Pct. 2. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Brian Nawara with Texas Engineering and Mapping at 281-491-2525 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

NOTARY PUBLIC STATE OF TEXAS
ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Plaintiff SUMMONS

vs.

HEMALI M.H. GHADDAFI,
Defendant

The State of Nevada sends greetings to the above-named Defendant:

You are hereby summoned and required to serve upon WAYNE A. PEDERSON, ESQ., Plaintiff's attorney, whose address is 107 N. Main St., Yerington, Nevada, 89447, an answer to the Complaint for Divorce, which is herewith served upon you, within 20 days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. This action is being brought against you for the purpose of obtaining the relief demanded in the Complaint.

DATED this 1 day of August, 2008.

By: Debbie A. Bryan
Clerk of the Court

Lorey Thomas
Deputy Clerk

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for kitchen equipment repairs and parts at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 9th day of September, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for professional development trainings and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 9th day of September, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for maintenance supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 11th day of September, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for instructional supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 16th day of September, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for refrigeration repairs and parts at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 9th day of September, 2008.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF RECEIPT OF APPLICATION AND INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL

PERMIT NO. WQ00012068001

APPLICATION. Fort Bend County Municipal Utility District No. 30, c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0012068001 (EPA I.D. No. TX0078751) to authorize the discharge of treated wastewater at a volume not to exceed an annual average flow of 1,500,000 gallons per day. The domestic wastewater treatment facility is located at 7530 Tetela Drive, approximately 2.5 miles west of the intersection of State Highway 6 and Beechnut Street in Fort Bend County, Texas. The discharge route is from the plant site to a Harris County Flood Control District Ditch; thence to Brays Bayou; thence to the Houston Ship Channel/Buffalo Bayou Tidal. TCEQ received this application on August 18, 2008. The permit application is available for viewing and copying at George Memorial Library, 1001 Golfview Drive, Richmond, Texas.

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of this application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. **Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.**

PUBLIC COMMENTS / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider the comments and prepare a response to all relevant and material, or significant public comments. **Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing.** A contested case hearing is a legal proceeding similar to a civil trial in a state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name; address, phone; applicant's name and proposed permit number; the location and distance of your property/activities relative to the facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; and the statement "[I/we] requested a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for the consideration at a scheduled Commission meeting.

The Commission will only grant a contested case hearing on disputed issues of fact that are relevant and material to the Commission's decision on the application. Further, the Commission will only grant a hearing on issues that were raised in timely filed comments that were not subsequently withdrawn. **TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.**

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and / or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

AGENCY CONTACTS AND INFORMATION. All written public comments and public meeting requests must be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. If you need more information about this permit application or the permitting process, please call the TCEQ office of Public Assistance, Toll Free, at 1-800-687-4040. Si desea informaciÛn en EspaÒol, puede llamar al 1-800-687-4040. General information about the TCEQ can be found at our web site at www.tceq.state.tx.us.

Further information may also be obtained from the Fort Bend County Municipal Utility District No. 30 at the address stated above or by calling Gregory E. Phipps, J. A. Costanza & Associates Eng., Inc. at 281-930-9339.

Issuance Date: August 22, 2008

September 3, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, September 23, 2008 at 1:00 p.m. for the traffic control plan for Sugarfield, Section 1 and Section 2, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

CITATION BY PUBLICATION DIVORCE THE STATE OF TEXAS

TO: **Cynthia Ann Smith**, and to all whom it may concern, Respondent

GREETINGS:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM on the Monday next following the expiration of twenty (20) days after you were served this citation and petition, a default judgment may be taken against you. **The Petition for Divorce of John Michael Smith**, Petitioner, was filed in the **328th Judicial District Court of Fort Bend County**, Texas on the **August 13, 2008** against **Cynthia Ann Smith**, Respondent, being numbered **08DCV-165918**, and entitled **In the Matter of the Marriage of John Smith and Cynthia Smith**

The suit requests **divorce.**

The court has authority in this suit to enter any judgment or decree dissolving the marriage and providing for the division of property which will be binding on you.

Issued and given under my hand and seal of the said Court at Richmond, Texas, **on this the 14th day of August, 2008.**

District Clerk
ANNIE REBECCA ELLIOTT
Fort Bend County, Texas By:

Deputy District Clerk
Lisa Tobola

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, October 7, 2008 for Colony One Auto Center being a replat of restricted reserve "A" Vinings II Apartments, Pct. 2. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Brian Nawara with Texas Engineering and Mapping at 281-491-2525 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

$88. (281) 485-1154

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Measures: 6ft 1/2in x 6ftx 21in, TV area - 38in x 33in
Evenings after 5:30pm or anytime on the weekend.
936-232-8356

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Garage Sales

Garage Sales

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117 Bayou Drive El Lago/Seabrook 77586
(Harris KEY MAP #619R)
Fri. & Sat. August 29-30, 9am-6pm
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Sale Conducted by Arbor Antiques Services, Inc.
For Information visit www.arborantiques.com
Or Call: (on location) 281-326-3492 or 281-388-1075

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DIESEL ENGINES Ford 7.3, GM 6.6 & Cummins 5.9. Remain with warranty. Will deliver. 713-918-5811

CHEVR CAM Excelle 10,7052m Ext: White 8cyl,2dr, $4,400. (20 lizahu hotmail.c



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AUTOS

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1000 ENVELOPES= $7000 GUARANTEED! RECEIVE $7 FOR EVERY ENVELOPE STUFFED WITH OUR SALES MATERIAL. FREE 24 HOUR INFORMATION. 1-866-526-0078

DATA ENTRY PROCESSORS NEEDED! EARN $3,500-$5,000 WEEKLY WORKING FROM HOME! GUARANTEED PAYCHECKS! NO EXPERIENCE NECESSARY! POSITIONS AVAILABLE TODAY! REGISTER ONLINE NOW! WWW.DATACASHNOW.COM

*PLEASE NOTE CHANGES WEEK OF 7/15 POST OFFICE NOW HIRING! AVG. PAY $20/HOUR OR $57K/YR. INCLUDING FED. BENEFITS AND OT. PLACED BY ADSOURCE, NOT AFFILIATED WITH USPS WHO HIRES. 1-866-497-0989

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MISC. FOR SALE

MEMORY FOAM THERA-PEUTIC NASA-VISCO MATTRESSES WHOLESALE! AS SEEN ON TV. TWIN $299, FULL $349, QUEEN- $399, KING $499. ALL SIZES AVAILABLE! DORMIA-COMFORTAIRE ELECTRIC ADJUSTABLES $799.00 FREE DELIVERY. 25-YEAR WARRANTY. 60 NIGHT TRIAL. 1-800-ATSLEEP (1-800-287-5337) WWW.MATTRESSDR.COM

Houston Community Newspapers Ad Insertion Order

R3485

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	8/26/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1701408		JUDGE ROBERT HEBERT	

TOTAL INCHES			STD	TAB	TAG LINE
1	X	4.50	4 1/2	X	replat of res."A" Vinings II Apts.

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/LIST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	Sherry Fisk

WHITE COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS	REMOTE = Outside Office Produces Ad
1	X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	9/3	4.5	$5.19	$23.35
FB	CWKLY		W	9/10	4.5	$5.19	$23.35
FB	CWKLY		W	9/17	4.5	$5.19	$23.35
						Total:	$70.05

Publication Codes

HW-Gen. Hou. Weekly
TG-Total Group

NG-North Group
NE-Northeast Group
NW-Nrthwst Group
SG-South Group
CED-Clay Ads/Easter/Dea CU-1960 Sun Champions
CA-Cleveland Advocate WU-1960 Sun Cy-Fair
LC-Dayton News SC-1960 Sun Cypress
FS-E. Harr Cntr Obs EU-1960 Sun Klein
ES-Eastex Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DS-Deer Park Broadcaster
LCP-Lake Cntr Plus PO-Potpourri-Huffman/Tomball
DP-Deer Park Pros Potpourri - Huffman
BE-Examiner Group Potpourri - Tomball
Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Atascocita Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend/SW Sun HO-Humble Observer
PF-Pearland/Friendswood ES-Spring Observer E.W.
FJ-Friendswood Journal OW-Spring Observer West
PJ-Pearland Journal NC-Waller Cntr News Citizen
SR- I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
SE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

10-708
5C

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

10th day of Sept, 2008.
Traffic Lakemont Reserve

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

_____
Publisher's Representative

Sworn to and subscribed before me this 10th day of Sept 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on July 23rd, 2008 by the 434th District Court of Fort Bend County, Texas in Cause **#06-CV-152447** in favor of the plaintiff – Quail Green Homeowners Association, plaintiff, for the sum of **$2,202.00+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on August 12, 2008 and will offer for sale on the 1st, day of October 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – Toby Darnell Bass had of, in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: LOT 42, IN BLOCK 5, OF PLAT OF QUAIL GREEN, SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 12 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 2618 DAWN STAR DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for professional development trainings and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Falcon Ranch, Section 7, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for fundraising supplies and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Katy Creek Ranch, Section 1 and Section 2, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, SEPTEMBER 25, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1. BID 09-015 NEWSPAPER PUBLICATION OF LEGAL NOTICES;
2. BID 09-016 – FURNITURE, FIXTURES AND EQUIPMENT FOR JAIL EXPANSION.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent

Fort Bend County, Richmond, Texas

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, October 7, 2008 for Colony One Auto Center being a replat of restricted reserve "A" Vinings II Apartments, Pct. 2. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Brian Nawara with Texas Engineering and Mapping at 281-491-2525 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

HOUSTON COMMUNITY NEWSPAPERS KEEPS YOU INFORMED ON PUBLIC NOTICES AND LEGALS. READ OUR CLASSIFIED SECTION AND STAY INFORMED! FOR SPACE RESERVATION, CALL OUR TEAM. 800-659-6997 EXT. 1156

HOUSTON COMMUNITY NEWSPAPERS

Legal Notices | Legal Notices

Notice of Public Sale

Notice is hereby given that at 8814 Elsie Lane, Houston TX 77064 on September 24, 2008 all right, title, and interest of the undersigned in the following property: 2004 Land Rover HSE/VIN#SALME114X4A173091. The seller requires at the time of the auction payment in full of the accepted bid in either cash, a certified check, or a cashiers check.

September 18 & 25, 2008

Legal Notices | Legal Notices

PUBLIC NOTICE

Stafford Municipal School District will hold a public meeting at 6:30p.m. October 13, 2008 in the Board Room at 1625 Staffordshire, Stafford, Texas. The purpose of this meeting is to discuss the school district's Financial Integrity rating System of Texas (FIRST) rating. Public participation in this discussion is invited.

STAFFORD MUNICIPAL SCHOOL DISTRICT

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for rook replacement of central administration building at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 23rd day of September, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for t-shirt, apparel, and uniform supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

Legal Notices

WANTED

DAYTIME OFFICE ADMINISTRATOR

APPLY AT PERRY'S STEAK-HOUSE AT 2115

TOWN SQUARE PLACE, SUGARLAND, TEXAS 77479

CALL 281-565-2727 FROM 2-5:00 P.M. MONDAY-FRIDAY

Special Announcements | Special Announcements | Special Announcements

HOROSCOPES BY HOLID

Sept. 14 - Sept. 20

By Holiday Mathis

It's funny how certain things don't need to make rational sense to be true. Under this week's Pisces full moon, we'd be wise to place our attention on subtle psychic forces instead of the logical dictates of the sun in Virgo. We also celebrate the Harvest moon, when, according to Norse legend, the Goddess Loki promises abundance. It doesn't matter whether you believe in Loki or not, just know that what you believe in matters.

ARIES (March 21-April 19). Your impulses may rage against your sense of reason. If living in a prescribed way is so correct for you, why is it so difficult to get yourself to do it? Falling in line with the dictates of your higher mind takes great discipline. If you falter, keep trying. You will eventually get hold of your habits and create your desired destiny.

TAURUS (April 20-May 20). Though many of your plans have come to fruition, life is not looking entirely the way you thought it would at this juncture in the road. There were a few areas you forgot to think about, and this week gives you the chance to do just that. Fill in the details and tweak key points. By Friday the scene has already improved some.

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LIBRA (Sept. 23-Oct. 23). You feel you could have gotten more from a situation or handled it to try again. Make a new goal you have lost the war. Even weekend, designate respons to feel included.

SCORPIO (Oct. 24-Nov. 21). know how you feel about the hiding your emotions. You ca with the person you're in lov guess the depth of your feelin a decision to be made.

SAGITTARIUS (Nov. 22-Dec can't trust people to do wh you can trust them to be true about paying attention to the around you so that you can c you give each individual.

CAPRICORN (Dec. 22-Jan mountains, you could. But ch them instead. You'll be dee way things currently are. The perfectly. Your respect for th you to change whatever nee

AQUARIUS (Jan. 20-Feb. 18 your own thing and keeping line is that humans are an int something is a basic need. will fortify your soul. There's Add your voice to the choir.

PISCES (Feb. 19-March 20 of "protector." In the past, saved you. Now you're hon have that's worth fighting f avoid the drama whenever p Wednesday will be respected

Holiday Mathis is the author like to write to her, please g on "Write the Author" on the send her a postcard in the m Mathis and read her past col Web page at www.creators.c

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Houston Community Newspapers Ad Insertion Order

3497

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	9/3/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1 7 0 1 4 0 8		JUDGE ROBERT HEBERT	

			TOTAL INCHES	STD	TAB		TAG LINE
1	X	3.00	3	X			TRAFFIC LAKEMONT RESERVES

REGION NUMBER	P.O.:	COUPON

SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/LIST COLORS
920					

ADVERTISING TYPE	CONTACT NAME AND PHONE NUMBER
CL	SHERRY FISK

WHITE COPY

EMAIL ADDRESS WHERE AD IS BEING SENT	BILLING = Billing Only

NUMBER OF TEARSHEETS	REMOTE = Outside Office Produces Ad
1	X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	9/10	3.0	$5.19	$15.57
						Total:	

Publication Codes

HW-Gr. Hou. Weekly
TG-Total Group

NC-North Group
NE-Northeast Group
NW-Northwest Group
SG-South Group
CED-Clear Adv/Easter/Dar CU-1960 Sun Champion
CA-Cleveland Advocate WU-1960 Sun Co-Fair
LC-Dayton News SC-1960 Sun Crosby
ES-E. Mont Cntr Obs BU-1960 Sun Klein
ES-Easter Advocate PC-Pasadena Citizen
CC-The Courier CL-Citizen Bay Area
CP-Courier Plus DS-Deer Park Broadcaster
LCP-Lake Conr Plus PO-Pelcourt-Manchs/Tomball
DP-Deer Park Free Pelcourt - Manchs
EC-Examiner Group Pelcourt - Tomball
Bellaire Examiner OC-Observer Group
River Oaks Examiner AO-Asstocits Observer
West U Examiner KO-Kingwood Observer
FB-Fort Bend/SW Sun HO-Humble Observer
PF-Pearland/Friendswood ES-Spring Observer E.W.
PI-Friendswood Journal OW-Spring Observer West
PI-Pearland Journal NC-Waller Cntr News Citizen
SE- I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
RE-Memorial Examiner SE- N. Channel Sentinel

INTERNET BILLING

SECTION	AD TYPE	PUB	PROD/LOC CODE	SIZE	STOP	TOTAL $
SS	IN		INET			
SS	IN		INET			
SS	IN		INET			

_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

INSERTS

Number of Inserts _____ Price per 1000 _____

Size: _____ _____ Flexie ____ Tab ____ Std # of Pages _____

Zip Codes _____ _____ _____ _____

_____ _____ _____ _____

_____ _____ _____ _____

Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

CARD NO.

EXP. DATE _____

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

10-7-08
1 5C

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

Traffic Lakemont Reserves 18th day of Sept, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

_____
Publisher's Representative

Sworn to and subscribed before me this 19th day of September 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Houston Community Newspapers Ad Insertion Order

R3497

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Bellaire Examiner OG-Observer Group
River Oaks Examiner AO-Atascocita Observer
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Description _____

PAID CHECK NO. _____ AMOUNT _____

CREDIT CARD _____

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EXP. DATE

ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

10-7-08

5D

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

17th day of September, 2008.
Falcon Land, Section 7

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

_____
Publisher's Representative

Sworn to and subscribed before me this 18th day of Sept. 2008.

_____
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on July 23rd, 2008 by the 434th District Court of Fort Bend County, Texas in Cause **#06-CV-162447** in favor of the plaintiff – Quail Green Homeowners Association, plaintiff, for the sum of **$2,202.00+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on August 12, 2008 and will offer for sale on the 1st, day of October 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant in – Toby Darnell Bass had of in or to the following described Real Property situated in Fort Bend County, Texas, viz:

Legal Description: LOT 42, IN BLOCK 5, OF PLAT OF QUAIL GREEN, SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 12 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 2618 DAWN STAR DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for professional development trainings and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for fundraising supplies and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

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Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, SEPTEMBER 25, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1. BID 09-015 – NEWSPAPER PUBLICATION OF LEGAL NOTICES;
2. BID 09-016 – FURNITURE, FIXTURES AND EQUIPMENT FOR JAIL EXPANSION.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr.,
Purchasing Agent

Fort Bend County, Richmond, Texas

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PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Falcon Ranch, Section 7, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Katy Creek Ranch, Section 1 and Section 2, Pct. 3.

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page 30A 1 and 2 pages

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a decision to be made

SAGITTARIUS (Nov. 2
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CAPRICORN (Dec. 2
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PISCES (Feb. 19-Ma
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have that's worth figh
avoid the drama when
Wednesday will be res

Holiday Mathis is the
like to write to her, pl
on "Write the Author"
send her a postcard i
Mathis and read her p
Web page at www.cre

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Looking for Some
There's Something for Everyone in
HOUSTON COMMUNITY NEWSPAPERS

Houston Community Newspapers Ad Insertion Order

r3507

NEW AD	PICK UP	WITH CHANGE	CONTRACT TYPE	SALES REP NAME AND NUMBER	ORDER DATE
X				JEAN MOORE9019	9/9/2008

ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1701408		JUDGE ROBERT HEBERT	

			TOTAL INCHES	STD	TAB	TAG LINE
1	X	3.00	3	X		FALCON RANCH, SECTION 7

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SECTION	MESSAGE LINE #1 (LAYOUT INSTRUCTIONS)
Classified	

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SS	IN		INET			
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_____ 1/4 BOX _____ 1/4 COLOR _____ 1/2 B&W _____ FP B&W _____ FP COLOR

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ROUTING: White-Ad Order Yellow-Tearsheets Pink-Sales Gold-Creative Services

10-7-08

5E

HOUSTON COMMUNITY NEWSPAPERS

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

17th day of Sept, 2008.
Katy Creek Ranch Section 1

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

_____
Publisher's Representative

Sworn to and subscribed before me this 18th day of Sept 2008.

Anna J. Moore
Notary Public

My commission expires on 6/22/11

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

Legal Notices

CONSTABLE SALE

Under and by virtue of a Writ of Execution and/or Order of Sale issued on July 23rd, 2008 by the 434th District Court of Fort Bend County, Texas in Cause **#06-CV-162447** in favor of the plaintiff – Quail Green Homeowners Association, plaintiff, for the sum of **$2,202.00+++** costs as taxed on said execution and/or order of sale and further the sum of executing the same.

I have levied on August 12, 2008 and will offer for sale on the 1st, day of October 2008 at the County Courthouse steps of Fort Bend County, Texas in the city of Richmond, Texas between the hours of Ten O'clock A.M. and Four O'clock P.M., and all rights, title, interests, and claims which the said Defendant (s) – Toby Darnell Bass had of; in or to the following described Real Property situated in Fort Bend County, Texas; viz:

Legal Description: LOT 42, IN BLOCK 5, OF PLAT OF QUAIL GREEN, SECTION ONE, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 12 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS (THE "PROPERTY") ALSO KNOWN AS 2618 DAWN STAR DRIVE, MISSOURI CITY, TEXAS 77489.

TERMS: CASH
TIME: Sale to be held at or about 11:00 A.M.

Ruben Davis, Constable
Precinct Two
Fort Bend County, Texas
By Gary Majors, #73

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for professional development trainings and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Falcon Ranch, Section 7, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for fundraising supplies and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 30th day of September, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Katy Creek Ranch, Section 1 and Section 2, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Lakemont Reserves to establish school zones for new Lamar CISD Elementary School #19 on Mason Road, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jaloma, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until **THURSDAY, SEPTEMBER 25, 2008 at 1:30 P.M. (CST).** All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

1. BID 09-015 – NEWSPAPER PUBLICATION OF LEGAL NOTICES;
2. BID 09-016 – FURNITURE, FIXTURES AND EQUIPMENT FOR JAIL EXPANSION.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jaloma, Jr.,
Purchasing Agent

Fort Bend County, Richmond, Texas

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing at 1:00 p.m. on Tuesday, October 7, 2008 for Colony One Auto Center being a replat of restricted reserve "A" Vinings III Apartments, Pct. 2. The hearing will be held in the Commissioners Courtroom, William B. Travis Bldg., 309 S. Fourth St., Rm. 700, Richmond, Texas.

Under state law, you the owner, have certain rights with respect to the proposed replat. Should you wish to exercise your right, you may be heard at the planned public hearing. You may contact Brian Nawara with Texas Engineering and Mapping at 281-491-2525 for information prior to the hearing.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

HOUSTON COMMUNITY NEWSPAPERS KEEPS YOU INFORMED ON PUBLIC NOTICES AND LEGALS. READ OUR CLASSIFIED SECTION AND STAY INFORMED! FOR SPACE RESERVATION

Legal Notices | Legal Notices | Legal Notices

Notice of Public Sale

Notice is hereby given that at 8814 Elsie Lane, Houston TX 77064 on September 24, 2008 all right, title, and interest of the undersigned in the following exce-

PUBLIC NOTICE

Stafford Municipal School District will hold a public meeting at 6:30p.m. October 13,

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District

Special Announcements | Special Announcements | Special Announcen

HOROSCOPES BY HO

Sept. 14 - Sept. 20

By Holiday Mathis

It's funny how certain things don't need to make rational sense to be true. Under this week's Pisces full moon, we'd be wise to place our attention on subtle psychic lenses instead of the logical dictates of the sun in Virgo. We also celebrate the Harvest moon, when, according to Norse legend, the Goddess Loki promises abundance. It doesn't matter whether you believe in Loki or not, just know that what you believe in matters.

ARIES (March 21-April 19). Your impulses may rage against your sense of reason. If living in a prescribed way is so correct for you, why is it so difficult to get yourself to do it? Falling in line with the dictates of your higher mind takes great discipline. If you falter, keep trying. You will eventually get hold of your habits and create your desired destiny.

TAURUS (April 20-May 20). Though many of your plans have come to fruition, life is not looking entirely the way you thought *it would at this juncture in the road. There were a few areas you* forgot to think about, and this week gives you the chance to do just that. Fill in the details and tweak key points. By Friday the scene has already improved some.

GEMINI (May 21-June 21). There are immediate benefits to enlarging your circle. The ways to expand that most interest you, like joining a club or organization, involve money. Strongly *consider other means of meeting new people. Bottom line,* the world needs to hear about your work and your causes. An intelligent man helps on Wednesday.

CANCER (June 22-July 22). Your good financial habits are starting to pay off. It turns out that a lot of the things you used to buy you can either get cheaper or don't need at all. Thursday features a juicy situation. The one you love loves you right back. This weekend, there's nothing more valuable than quality time with your people.

LEO (July 23-Aug. 22). Oh, it's tough running after an elusive goal. Who needs the thrill of the chase? You've got the thrill of *the "pur"-chase. Yes, there's something shiny and new that's* caught your eye, and you feel you need a treat. With a little finagling you'll figure out how to get what you want and be back on track to the big goal next week.

VIRGO (Aug. 23-Sept. 22). Work you are already proud of can escalate to an even higher level if you are willing to risk your ego. Ask around. Find out how you are being received. You'll *still, in the end, be wise to disregard most of the opinions you* gather. But there will be some gems in the group worth taking into consideration.

LIBRA (Sept. 23-Oct. 23). You feel you could have gotten more

from a situation or h
to try again. Make a
you have lost the
weekend, designate
to feel included.

SCORPIO (Oct. 24-
know how you feel
hiding your emotion
with the person you
guess the depth of
a decision to be ma

SAGITTARIUS (Nov
can't trust people
you can trust them
about paying attenti
around you so that
you give each indivi

CAPRICORN (Dec.
mountains, you coul
them instead. You'll
way things currently
perfectly. Your respe
you to change what

AQUARIUS (Jan. 20
your own thing and
line is that humans
something is a basi
will fortify your soul
Add your voice to th

PISCES (Feb. 19-M
of "protector." In th
saved you. Now yo
have that's worth fi
avoid the drama whe
Wednesday will be r

Holiday Mathis is the
like to write to her,
on "Write the Author
send her a postcard
Mathis and read her
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Houston Community Newspapers Ad Insertion Order

R3408

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ACCOUNT NUMBER (7 DIGITS)	CONTRACT NUMBER	ADVERTISER NAME	AGENCY NAME
1701408		JUDGE ROBERT HEBERT	

		TOTAL INCHES	STD	TAB	TAG LINE
1	X 3.00	3	X		KATY CREEK RANCH, SECTION 1

REGION NUMBER	P.O.:	COUPON

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Classified	

LOCATION	MESSAGE LINE #2 (COLOR INFO)
legals	

CLASSIFIED CODE	PICKUP AD FROM PUB	DATE	PAGE #	COLOR CHARGE/CODE	COLOR/LIST COLORS
920					

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1	X

PUB	PRODUCT CODE	DISCOUNT CODE	DAY	DATES	TOTAL INCHES	NET RATE	AMOUNT
FB	CWKLY		W	9/17		$5.19	$15.57
						Total:	$15.57

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TG-Total Group

NC-North Group
NE-Northeast Group
NW-Nrthest Group
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CED-Clear Ads/Essex/Dar CU-1960 Sun Channelview
CA-Cleveland Advocate WU-1960 Sun Cy-Fair
LC-Dayton News SC-1960 Sun Crosby
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EI-Eastex Advocate PC-Pasadena Citizen
CC-The Courier CS-Citizen Bay Area
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EG-Examiner Group Pasadena - Tomball
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West U Examiner KO-Kingwood Observer
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PF-Pearland/Friendswood BS-Spring Observer E.W.
PJ-Friendswood Journal OW-Spring Observer West
PJ-Pearland Journal NC-Waller Cntr News Citizen
SR- I-10 Group WV-Woodlands Villager
KA-Katy Sun LS-Lake Houston Sentinel
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SS	IN		INET			
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HOUSTON COMMUNITY NEWSPAPERS

10-7-08
5B

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS
COUNTY OF FORT BEND

Personally appeared before the undersigned, a Notary Public within and for said County and State, Jean Moore, Representative for the Fort Bend & Sugar Land Sun, a newspaper of general circulation in the county of Fort Bend, State of Texas, Who being duly sworn, states under oath that the report of Legal Notices, a true copy of which is hereto annexed was published in said newspapers in its issue(s) of the

Steven Meadows 2nd day of October, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

_____ day of _____, 2008.

_____
Publisher's Representative

Sworn to and subscribed before me this 2nd day of October 2008.

Anna J. Moore
Notary Public

ANNA J. MOORE
Notary Public, State of Texas
My Commission Expires
June 22, 2011

My commission expires on 6/22/11



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Legal Notices

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for catering supplies and services at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 3rd day of October, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for general (over-the-counter) supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 3rd day of October, 2008.

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for maintenance supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 3rd day of October, 2008.

REQUEST FOR SEALED COMPETITIVE PROPOSALS

Sealed Competitive Proposals will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, OCTOBER 16, 2008 at 1:30 P.M. (CST). All proposals will then be opened in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 and the names of the proposers made public. Proposals received after the specified time will be returned unopened.

1. OIL, GAS AND MINERAL LEASE: 2.177 ACRE TRACT OUT OF PRAIRIE LOT 11 – RFP 09-017;
2. OIL, GAS AND MINERAL LEASE: 1.080 ACRES IN WILLIAM STANLEY SURVEY – RFP 09-018;
3. LEASE OF REAL PROPERTY FOR NON-PROFIT CLINIC TO PROVIDE FAMILY PRACTICE SERVICES – R09-019.

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all proposals.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

LEGAL NOTICE INVITATION TO BIDDERS

Sealed Bids will be received in the Office of Gilbert D. Jalomo, Jr., County Purchasing Agent, Fort Bend County, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, TX 77471 for the following until THURSDAY, OCTOBER 16, 2008 at 1:30 P.M. (CST). All bids will then be publicly opened and read in the Office of the Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Rosenberg, TX 77471. Bids received after the specified time will be returned unopened.

BID 09-020 – TRAFFIC SIGNS, POSTS AND SUPPLIES

Fort Bend County has implemented a new financial software program and has phased out the mailing of legal notices. All Bids, RFPs and SOQs, except for Construction Projects may be accessed online by visiting www.co.fort-bend.tx.us and linking to Purchasing.

Fort Bend County reserves the right to reject any or all bids.

Signed:

Gilbert D. Jalomo, Jr., Purchasing Agent

Fort Bend County, Richmond, Texas

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for library books and supplies at the Stafford MSD administration building in Stafford, Texas before 10:00 am local standard time on the 9th day of October, 2008

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for nursing supplies at the Stafford MSD administration building in Stafford, Texas before 10:00 am local standard time on the 9th day of October, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 7, 2008 at 1:00 p.m. for acceptance of the revised traffic control plan for Seven Meadows Parkway & Reserves to establish school zones for new Katy ISD Elementary School #31 on Seven Meadows Parkway, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

PUBLIC NOTICE

Qualified companies are invited to submit proposals to Stafford Municipal School District for vehicle parts and supplies at the Stafford MSD administration building in Stafford, Texas before 10:00am local standard time on the 3rd day of October, 2008.

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County, Texas has set a public hearing on Tuesday, October 28, 2008 at 1:00 p.m. for acceptance of the traffic control plan for Waterview Estates, Section 5 and Section 8, Pct. 3.

The hearing will be held in the Commissioners Courtroom, 309 South Fourth St., Suite 700, William B. Travis Bldg., Richmond, Texas. You are invited to attend and state your approval or objection on this matter.

Submitted by,
Dianne Wilson
Fort Bend County Clerk

Houston Community Newspapers keeps you informed on public notices and legals. Read our classified section and stay informed!