

ORDINANCE NO. 1

AN ORDINANCE ESTABLISHING THE OFFICE OF
SECRETARY-TREASURER

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

SECTION 1. That the office of Secretary-Treasurer is hereby established and created.

SECTION 2. Any resident elector of the town shall be eligible to hold the office of Secretary-Treasurer.

SECTION 3. The Secretary-Treasurer shall be appointed by resolution of the Board of Aldermen and shall serve at their pleasure until dismissed by them and his or her successor shall have been duly appointed. The Secretary-Treasurer shall, before entering upon the duties of office, take and subscribe the official oath.

SECTION 4. The Secretary-Treasurer shall receive such compensation, if any, as the Board of Aldermen shall from time to time fix by resolution.

SECTION 5. The Secretary-Treasurer shall give bond in favor of the town in such amount, and in such form as the Board of Aldermen may require and fix by resolution, with sufficient security to be approved by the board of aldermen, conditioned for the faithful discharge of his or her duties, which shall be as follows, to-wit:

- a. He or she shall attend every meeting of the Board of Aldermen and keep accurate minutes of the proceedings thereof in a book to be provided for that purpose, and engross and enroll all laws, resolutions and ordinances of the Board of Aldermen, keep the corporate seal, take charge of and preserve and keep in order all the books, records, papers, documents, and files of said board, countersign all commissions issued to town officers, and licenses issued by the mayor, and keep a record or registry thereof, and make out all notices required under any regulation or ordinance of the town. He or she shall draw all the warrants on the town treasury and countersign the same and keep an accurate account thereof in a book provided for the purpose. He or she shall be the general accountant of the corporation, and shall keep in books regular accounts of the receipts and disbursements for the town, and separately, under proper heads, each cause of receipt and disbursement, and also accounts with each person including officers who have money transactions with the town, crediting accounts allowed by proper authority and specifying the particular transaction to which such entries apply. He or she shall keep a register of bonds and bills issued by the town, and all evidence of debt due and payable to it, noting the particulars thereof, and all facts connected therewith, as they occur.

He or she shall carefully keep all contracts made by the Board of Aldermen; and shall perform all such other duties as may be required by law, ordinance, resolution or Order of the Board of Aldermen.

- b. He or she shall receive and securely keep all moneys belonging to the town, and make all payments for the same upon the order of the mayor attested under the seal of the corporation. No order shall be paid unless the said order shall show upon its face that the Board of Aldermen has directed its issuance, and for what purpose. He or she shall render a full and correct statement of receipts and payments to the Board of Aldermen at their first regular meeting in every quarter and whensoever, at other times, he or she may be required by them so to do. He or she shall do and perform such other acts and duties as the Board of Aldermen may require.

SECTION 6. It is intended that the duties and functions of the offices of Secretary and Treasurer as prescribed by general law be combined in the office of Secretary-Treasurer hereby established and created. To effectuate and accommodate such intention, the Secretary-Treasurer may, when convenience, necessity or the circumstance so requires, act officially in the capacity of either Secretary, Treasurer or Secretary-Treasurer.

SECTION 7. This Ordinance No. 1 shall become effective immediately upon its passage.

PASSED this 24th day of May, 1979.

APPROVED this 24th day of May, 1979.


MAYOR

ATTEST:


TOWN SECRETARY

ORDINANCE NO. 2

AN ORDINANCE ESTABLISHING THE OFFICE OF
DEPUTY SECRETARY-TREASURER

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

SECTION 1. That the office of Deputy Secretary-Treasurer
is hereby established and created.

SECTION 2. Any resident elector of the town shall be eligible
to hold the office of Deputy Secretary-Treasurer.

SECTION 3. The Deputy Secretary-Treasurer shall be appointed
by resolution of the Board of Aldermen and shall serve at their
pleasure until dismissed by them and his or her successor shall
have been duly appointed. The Deputy Secretary-Treasurer shall,
before entering upon the duties of office, take and subscribe
the official oath.

SECTION 4. The Deputy Secretary-Treasurer shall receive such
compensation, if any, as the Board of Aldermen shall from time
to time fix by resolution.

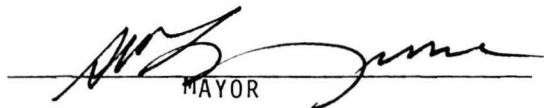
SECTION 5. The Deputy Secretary-Treasurer shall give bond in
favor of the town in such amount, and in such form as the Board
of Aldermen may require and fix by resolution, with sufficient
security to be approved by the board of aldermen, conditioned
for the faithful discharge of his or her duties.

SECTION 6. The Deputy Secretary-Treasurer shall assist the
Secretary-Treasurer in the performance of the duties prescribed
for such office in Section 5 of Ordinance No. 1 in whatever
manner the Secretary-Treasurer shall deem advisable subject to
the will and control of the Board of Aldermen. In the event
of the Secretary-Treasurer's absence or his or her failure,
inability, or refusal to act, the duties of the Secretary-
Treasurer shall be performed by the Deputy Secretary-Treasurer.
The Deputy Secretary-Treasurer shall also do and perform such
other acts and duties as the Board of Aldemen may require.

SECTION 7. This Ordinance No. 2 shall become effective imme-
diately upon its passage.

PASSED this 24th day of May, 1979.

APPROVED this 24th day of May, 1979.


MAYOR

ATTEST:


TOWN SECRETARY

ORDINANCE # 3

AN ORDINANCE GRANTING TO HOUSTON LIGHTING & POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONDUCT WITHIN THE CITY AN ELECTRICAL LIGHTING AND POWER BUSINESS AND TO ERECT, CONSTRUCT, MAINTAIN, OPERATE, USE, EXTEND, REMOVE, REPLACE AND REPAIR IN, UNDER, UPON, OVER, ACROSS AND ALONG ANY AND ALL OF THE PRESENT AND FUTURE PUBLIC ROADS, HIGHWAYS, STREETS, DEDICATED EASEMENTS, LANES AND ALLEYS OF THE CITY AND OVER AND ACROSS ANY STREAM OR STREAMS, BRIDGE OR BRIDGES, NOW OR HEREAFTER OWNED OR CONTROLLED BY IT A SYSTEM OF POLES, POLE LINES, TOWERS, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS AND OTHER DESIRABLE INSTRUMENTALITIES AND APPURTENANCES (INCLUDING TELEGRAPH AND TELEPHONE POLES AND WIRES FOR THE COMPANY'S OWN USE), NECESSARY OR PROPER FOR THE SUPPLY AND DISTRIBUTION OF ELECTRICITY FOR LIGHT, POWER AND HEAT, AND FOR ANY OTHER PURPOSE FOR WHICH ELECTRICITY MAY BE USED, TO THE MUNICIPALITY AND INHABITANTS OF THE MUNICIPALITY, OR ANY OTHER PERSON OR PERSONS FOR A PERIOD OF FIFTY (50) YEARS FROM AND AFTER THE 24 DAY OF MAY, 19 76; REGULATING THE USE OF STREETS BY THE COMPANY AND THE REPAIR AND RESTORATION OF STREETS DISTURBED BY CONSTRUCTION; CONTAINING A CONTRACT BY THE COMPANY TO FURNISH FIRST-CLASS SERVICE AND THE GRADE OF SERVICE TO ITS CUSTOMERS AS PROVIDED BY ITS RATE SCHEDULES EXCEPT UNDER CONDITIONS BEYOND THE COMPANY'S CONTROL; PROVIDING FOR THE TEMPORARY REMOVAL, RAISING AND LOWERING OF WIRES AND OTHER APPURTENANCES AND ESTABLISHING STANDARDS FOR THEIR CONSTRUCTION; PROVIDING FOR COMPENSATION TO BE PAID TO THE CITY; PROVIDING FOR USE BY THE CITY FOR ITS TRAFFIC SIGNAL LIGHT SYSTEM AND ITS POLICE AND FIRE ALARM SYSTEM OF CERTAIN WIRE AND CONDUIT SPACE; PROVIDING THAT THIS FRANCHISE SHALL NOT BE EXCLUSIVE; PROVIDING THE COMPANY'S OBLIGATION TO FURNISH EFFICIENT SERVICE AT REASONABLE RATES; PROVIDING A SEVERABILITY CLAUSE; RESERVING ALL POWERS OF REGULATION; PROVIDING FOR INDEMNITY BY THE COMPANY TO THE CITY; MAKING MISCELLANEOUS PROVISIONS RELATIVE TO THIS GRANT OF FRANCHISE; REPEALING ALL PREVIOUS ELECTRICAL LIGHTING AND POWER FRANCHISE ORDINANCES; PROVIDING FOR ACCEPTANCE BY THE COMPANY; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. That, subject to the terms, conditions and provisions of this ordinance, the Town of Thompsons, Texas, in the caption above and hereinafter referred to as the "City", does hereby grant unto Houston Lighting & Power Company, hereinafter called "Company", its successors and assigns, the right, privilege and franchise to conduct within the boundaries of the City, as such boundaries now exist or may hereafter be extended, an electrical lighting and power business and to erect, construct, maintain, operate,

use, extend, remove, replace and repair, in, under, upon, over, across and along any and all of the present and future public roads, highways, streets, dedicated easements, lanes and alleys owned or controlled by the City, and over and across any stream or streams, bridge or bridges, now or hereafter owned or controlled by City, a system of poles, pole lines, towers, transmission lines, wires, guys, conduits, cables and other desirable instrumentalities and appurtenances (including telegraph and telephone poles and wires for use of Company), necessary or proper for the purpose of carrying, conducting, supplying, distributing and selling to the municipality and the inhabitants of said City or other person or persons, firms or corporations, electricity for light, power and heat, and for any other purpose for which electricity may be used; to carry, conduct, supply and distribute electricity by means of said poles, pole lines, towers, transmission lines, conduits, cables or other instrumentalities, and to sell same to said City and inhabitants thereof, or to any other person or persons, firms or corporations.

Section 2. Upon the filing with the City by the Company of the acceptance required hereunder, this franchise shall be in full force and effect for a term and period of fifty (50) years from and after the 24 day of MAY, 1974.

Section 3. All poles erected by the Company pursuant to the authority herein granted shall be of sound material and reasonably straight, and shall be so set that they will not interfere with the flow of water in any gutter or drain, and so that the same will interfere as little as practicable with the ordinary travel, on the streets, sidewalks, or other public ways. Within the streets or other

public ways of the City, the location and route of all poles, stubs, guys, anchors, lines, conduits and cables placed and constructed and to be placed and constructed by Company in the construction and maintenance of its electrical lighting and power system in the City, shall be subject to the reasonable and proper regulation, control and direction of the City, or of any City official to whom such duties have been or may be duly delegated, which regulation and control shall include, but not by way of limitation, the right to require in writing the relocation of Company facilities, exclusive of street lighting and facilities installed for service directly to the City, at Company's cost within the streets or other public ways whenever such shall be reasonably necessary on account of the widening, change of grade, relocation, or other City construction within such streets or public ways.

Section 4. The surface of any public road, highway, streets, lanes, alleys, or other public place disturbed by Company in erecting, constructing, maintaining, operating, using, extending, removing, replacing or repairing its electrical lighting and power system shall be restored immediately after the completion of the work to as good a condition as before the commencement of the work and maintained to the satisfaction of the City, or of any City official to whom such duties have been or may be duly delegated, for one year from the date the surface of said public road, highway, street, lane, alley, or other public place is broken for such construction, maintenance or removal work, after which time responsibility for the maintenance shall become the duty of the City. No public road, highway, street, lane, alley, or other public place shall be encumbered by construction, maintenance or removal work by Company for a longer period than shall be necessary to execute such work.

Section 5. The service furnished hereunder to the City and its inhabitants shall be first class in all respects, considering all circumstances, and Company shall furnish the grade of service to its customers as provided by its rate schedules and shall maintain its system in reasonable operating condition during the continuance of this agreement. An exception to this requirement is automatically in effect when due to shortages in materials, supplies and equipment beyond the control of the Company and when due to fires, strikes, riots, storms, floods, war and other casualties, and when due to Governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and when due to unforeseen and unusual demands for service. In any of which events the Company shall do all things reasonably within its power to restore normal service.

Section 6. The Company on the written request of any person shall remove or raise or lower its wires temporarily to permit construction work in the vicinity thereof or to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefited party or parties, and Company may require such payment in advance, being without obligation to remove, raise, or lower its wires until such payment shall have been made. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes. All of Company's lines for the transmission and distribution of electrical energy, located within City, shall be constructed, operated and maintained, as to clearances, in accordance with the National Electrical Safety Code, as published in March, 1948, by the National Bureau of Standards, Handbook 30; provided, however, nothing herein

shall impair the right of the City in the future by ordinance to adopt and require compliance with any new, amended or revised code, or by ordinance to require compliance with such further or different standards as may be found to be in the public interest.

Section 7. In consideration for the rights and privileges herein granted, the Company agrees to pay to the City for each year of the term of this franchise the sum of \$500 plus a sum equal to 4% of the gross receipts for such year, exclusive of receipts for street lighting, received by the Company from its electrical lighting and power sales for consumption within the corporate limits of the City. Payment shall be made by the 15th day of each February for the preceding calendar year. For fractional calendar years said \$500 shall be proportionately reduced and said 4% shall be based upon the gross receipts for that part of the year involved. Said payments shall be in lieu of any license charge or fee, street or alley rental, or other character of charge or levy by the City for the use or occupancy of the public roads, highways, streets, lanes, alleys, or other public places in the City and in lieu of any pole tax or inspection fee tax.

Section 8. In addition to the considerations set forth in Section 7, the Company shall hold itself ready to furnish, free of charge, subject to the use of the City, such pole space as may be required from time to time for the installation of City owned traffic, police and fire alarm system conductors; provided such conductor space does not exceed the capacity of one crossarm on any one pole and provided such space is then available on existing poles. The specific location for these traffic, police and fire alarm conductors on Company poles shall be determined by the Company

and will be allotted at the time specific applications for space are received from the City. All City traffic, police and fire alarm circuits on Company poles shall be installed in strict compliance with the applicable provisions of the National Electrical Safety Code, Handbook 30, as published in March, 1948, by the United States Department of Commerce, Bureau of Standards; provided, however, nothing herein shall impair the right of the City in the future by ordinance to adopt any new, amended or revised code, or by ordinance to specify such further or different standards as may be found to be in the public interest. Where main underground duct lines are located between manholes, the Company shall permit free of charge the installation in one interior duct by the City of its traffic, police or fire alarm signal cables; provided space is available in an interior duct not suitable for power circuits without interference with the Company's system neutral conductors. All cables installed by the City in Company ducts shall be of the nonmetallic sheath type to prevent corrosive or electrolytic action between City and Company owned cables. A request for duct assignment shall in each instance be submitted to the Company and a sketch showing duct allocation shall be received from the Company prior to the installation of City cables in Company owned duct lines. All City owned conductors and cables, whether on poles or in duct lines, shall be constructed, maintained and operated in such manner as to not interfere with or create a hazard in the operation of the Company's electrical transmission and distribution system. It is further agreed that the Company shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the construction, maintenance, inspection or use

of the traffic signal light system or police and fire alarm systems belonging to the City and constructed upon Company's poles or in its ducts, and the City shall indemnify and hold the Company harmless against all such claims, losses, demands, suits and judgments, but the City does not, by this agreement, admit primary liability to any third party by reason of the City's operation and use of such police and fire alarm wires, such being a function of government.

Section 9. Nothing contained in this ordinance shall ever be construed as conferring upon Company any exclusive rights or privileges of any nature whatsoever.

Section 10. It shall be the Company's obligation as provided in Section 5 hereof to furnish efficient electrical service to the public at reasonable rates and to maintain its property in good repair and working order, except when prevented from so doing by forces and conditions not reasonably within the control of Company. Should Company fail or refuse to maintain its properties in good order and furnish efficient service at all times throughout the life of this grant, except only when prevented from so doing by forces and conditions not reasonably within the control of the Company, or should the Company fail or refuse to furnish efficient service at reasonable rates, lawfully determined by the City, throughout the life of this grant, excepting only during such periods as the Company shall in good faith and diligently contest the reasonableness of the rates in question, then it shall pay to the City the sum of Twenty-Five Dollars (\$25) for each day it shall so fail or refuse after reasonable notice thereof and a hearing thereon by the City. Any suit to recover such sum shall be filed within one year from the date of accrual.

Section 11. If any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the City in adopting this ordinance that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

Section 12. The City by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights, now or hereafter vested in the City to regulate the rates and services of Company; and Company by its acceptance of this franchise agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

Section 13. The Company, its successors and assigns, shall protect and hold City harmless against all claims for damages or demands for damages to any person or property by reason of the construction and maintenance of its electrical lighting and power system, or in any way growing out of the granting of this franchise, either directly or indirectly, or by reason of any act, negligence, or nonfeasance of the contractors, agents, or employees of Company, its successors and assigns, and shall refund to City all sums which it may be adjudged to pay on any such claim, or which may arise or grow out of the exercise of the rights and privileges hereby granted, or by the abuse thereof, and Company, its successors

and assigns, shall indemnify and hold the City harmless from and on account of all damages, costs, expenses, actions, and causes of action that may accrue to or be brought by any person, persons, company or companies at any time hereafter by reason of the exercise of the rights and privileges hereby granted, or of the abuse thereof.

Section 14. In granting this franchise, it is understood that the lawful power vested by law in the City to regulate all public utilities within City, and to regulate the local rates of public utilities within the City within the limits of the Constitution and laws, and to require all persons or corporations to discharge the duties and undertakings, for the performance of which this franchise was made, is reserved; and this grant is made subject to all lawful rights, powers and authorities, either of regulation or otherwise, reserved to the City by law.

Section 15. This franchise replaces all former franchise agreements or ordinances with Company, or its predecessors, which are hereby repealed, such repeal to be effective upon the date operations are started under this franchise.

Section 16. The Company shall, within thirty (30) days from the date this ordinance is passed and approved, file with the City a written statement signed in its name and behalf in the following form:

"To the Town of Thompsons, Texas:

"The Company for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

HOUSTON LIGHTING & POWER COMPANY

By _____

"Dated the ____ day of _____, 19__."

Section 17. This ordinance shall take effect and be in force from and after its passage and approval, and upon acceptance by the Company the term of this franchise shall begin and continue in accordance with Section 2 hereof.

Passed and approved this the 24 day of MAY,
19 79.

[Signature]
MAYOR
[Signature]
ALDERMAN
[Signature]
ALDERMAN
[Signature]
ALDERMAN
[Signature]
ALDERMAN
[Signature]
ALDERMAN
[Signature]
ALDERMAN

ATTEST:

[Signature]
SECRETARY

(SEAL)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, Lorene Schumann, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 24th day of May, 1979; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the city hall which is convenient and readily accessible to the general public at all times; that the Mayor, G.W. Longserre, and Aldermen Lynn Beard, Rita Miller, Freddie Newsome Jr., Richard Selleh and Marion Garcia were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Texas, this 24th day of May, 1979.

[Signature]
SECRETARY
OF THE TOWN OF THOMPSONS, TEXAS

(SEAL)

ORDINANCE NO. 4

AN ORDINANCE AUTHORIZING A SURVEY OF THE TOWN BOUNDARIES

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS,
FORT BEND COUNTY, TEXAS:

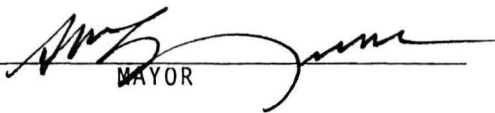
SECTION 1. That the Mayor is hereby authorized to cause an actual survey of the boundaries of the town to be made according to the boundaries designated in the petition for incorporation and the field notes thereof recorded in the minute book of the town and also in the record books of deeds in the office of the County Clerk of Fort Bend County, Texas.

SECTION 2. That such survey shall be made at such time as the Board of Aldermen shall by resolution determine that there are funds in the town treasury therefor, and shall be made by a licensed surveyor or professional engineer selected by the Mayor and approved by the Board of Aldermen in such resolution.

SECTION 3. This Ordinance No. 4 shall become effective immediately upon its passage.

PASSED this 24th day of May, 1979.

APPROVED this 24th day of May, 1979.


MAYOR

ATTEST:


TOWN SECRETARY

To the Town of Thompsons, Texas:

The Company for itself, its successors and assigns, hereby accepts the above and foregoing ordinance and agrees to be bound by all of its terms and provisions.

HOUSTON LIGHTING & POWER COMPANY

✓ By *[Signature]*

Dated the 29th day of May, 1979.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

I, Lorene Schumann, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Texas, hereby certify that the above and foregoing Acceptance was received and filed in the office of the Secretary of the Town of Thompsons on the 7th day of June, 1979.

EXECUTED under my hand and the official seal of the Town of Thompsons, Texas, this 7th day of June, 1979.

Lorene Schumann
SECRETARY
OF THE TOWN OF THOMPSONS, TEXAS

AN ORDINANCE WHEREBY THE TOWN OF THOMPSONS, TEXAS, AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT THE TELEPHONE COMPANY SHALL CONTINUE TO ERECT AND MAINTAIN ITS POLES, WIRES, ANCHORS, CABLES, MANHOLES, CONDUITS, AND OTHER PLANT CONSTRUCTION AND APPURTENANCES ALONG, ACROSS, ON, OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, ALLEYS, PUBLIC GROUNDS AND PLACES IN SAID CITY, UNDER REGULATIONS AND RESTRICTIONS AND THAT THE CITY SHALL RECEIVE AN ANNUAL PAYMENT AND THE RIGHT TO USE CERTAIN FACILITIES OF THE TELEPHONE COMPANY, ALL AS HEREIN PROVIDED:

WHEREAS, the Southwestern Bell Telephone Company, hereinafter referred to as the "Telephone Company," is now and has been engaged in the telephone business in the State of Texas and in furtherance thereof, has erected and maintained certain items of its plant construction in the Town of Thompsons, Texas, hereinafter referred to as the "City," for many years pursuant to such rights as have been granted it by and under the laws of the State of Texas, and subject to the exercise of such reasonable rights of regulation under the police power as have been also lawfully granted by and under said laws to said City; and

WHEREAS, it is to the mutual advantage of both the City and the Telephone Company that an agreement should be entered into between the Telephone Company and the City establishing the conditions under which the Telephone Company shall operate in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, THAT:

SECTION 1 - CONSTRUCTION AND MAINTENANCE OF TELEPHONE PLANT AND SERVICE

The poles, wires, anchors, cables, manholes, conduits and other plant construction and appurtenances, used in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the Telephone Company in the City, shall remain as now constructed, subject to such changes as under the limitations and conditions herein prescribed may be considered necessary by the City in the exercise of its lawful powers and by the Telephone Company in the exercise of its business of furnishing telephone service; and the Telephone Company shall continue to exercise its right to place, remove, construct and reconstruct, extend and maintain its said plant and appurtenances as the business and purposes for which it is or may be incorporated may from time to time require along, across, on, over, through, above and under all the public streets, avenues, alleys and public grounds and places within the present limits of the City and within said limits as the same from time to time may be extended, subject to the regulations, limitations and conditions herein prescribed.

SECTION 2 - SUPERVISION BY CITY OF LOCATION OF POLES AND CONDUIT

All poles to be placed shall be of sound material and reasonably straight, and shall be so set that they will not interfere with the flow of water in any gutter or drain, and so that the same will interfere as little as practicable with the ordinary travel on the street or sidewalk. The location and route of all poles, stubs, guys, anchors, conduits and cables to be placed and constructed by the Telephone Company in the construction and maintenance of its telephone system in the City, and the location of all conduits to be laid by the Telephone Company within the limits of the City under this ordinance, shall be subject to the reasonable and proper regulation, control, and direction of the Board of Aldermen or of any City official to whom such duties have been or may be delegated.

SECTION 3 - STREETS TO BE RESTORED TO GOOD CONDITION

The surface of any street, alley, highway, or public place disturbed by the Telephone Company in building, constructing, renewing or maintaining its telephone plant and system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of work and maintained to the satisfaction of the Board of Aldermen, or of any City official to whom such duties have been or may be delegated, for one year from the date the surface of said street, alley, highway, or public place is broken for such construction or maintenance work, after which time responsibility for the maintenance shall become the duty of the City. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION 4 - OPERATION AND MAINTENANCE OF TELEPHONE PLANT

The Telephone Company shall maintain its system in reasonable operating condition at all normal times during the continuance of this agreement. An exception to this condition is automatically in effect when service furnished by the Telephone Company is interrupted, impaired, or prevented by fires, strikes, riots, or other occurrences beyond the control of the Telephone Company, or by storms, floods, or other casualties; in any of which events the Telephone Company shall do all things, reasonably within its power to do, to restore normal service.

SECTION 5 - TEMPORARY REMOVAL OF WIRES

The Telephone Company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefited party or parties, and the Telephone Company may require such payments in advance. The Telephone Company shall be given not less than forty-eight hours advance notice to arrange for such temporary wire changes.

SECTION 6 - TREE TRIMMING

The right, license, privilege and permission is hereby granted to the Telephone Company, its successors and assigns, to trim trees upon and overhanging the streets, alleys, sidewalks, and public places of the City, so as to prevent the branches of such trees from coming in contact with the wires or cables of the Telephone Company, and when so ordered by the City, said trimming shall be done under the supervision and direction of the Board of Aldermen or of any City official to whom said duties have been or may be delegated.

SECTION 7 - ANNUAL CASH CONSIDERATION TO BE PAID BY THE TELEPHONE COMPANY

To indemnify the City for any and all possible damages to its streets, alleys and public grounds which may result from the placing and maintenance therein or thereon of the Telephone Company's poles, conduits, or other telephone equipment or apparatus, and to compensate the City for its superintendence of this agreement, and as the cash consideration for the same, the Telephone Company agrees to pay to the City annually during the continuance of the agreement a sum of money equal to two percent (2 %) of the annual gross receipts for the preceding year received by the Company from the rendition of local exchange telephone transmission service within the corporate limits of the City. The total sum of money paid hereunder shall not in any event exceed the amount allowed by the Public Utility Commission of Texas as a reasonable and necessary expense of operation for rate making purposes. The first payment hereunder shall be made April 15, 1980, and shall equal in amount two percent (2.%) of gross receipts, received from the effective date of this ordinance to December 31, 1979; and thereafter payment shall be made annually on April 15 as herein provided.

SECTION 8 - PAYMENT OF CASH CONSIDERATION TO BE IN LIEU OF ANY OTHER PAYMENTS EXCEPT USUAL GENERAL OR SPECIAL AD VALOREM TAXES

The City agrees that the consideration set forth in the preceding section hereof shall be paid and received in lieu of any tax, license, charge, fee, street or alley rental or other character of charge for use and occupancy of the streets, alleys, and public places of the City; in lieu of any pole tax or inspection fee tax; in lieu of any easement or franchise tax, whether levied as an ad valorem, special, or other character of tax; and in lieu of any imposition other than the usual general or special ad valorem taxes now or hereafter levied. Should the City not have the legal power to agree that the payment of the foregoing cash consideration shall be in lieu of the taxes, licenses, charges, fees, rentals, and easement or franchise taxes aforesaid, then the City agrees that it will apply so much of said payment as may be necessary to the satisfaction of the Telephone Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, and easement or franchise taxes.

SECTION 9 - FACILITIES TO BE FURNISHED CITY AS ADDITIONAL CONSIDERATION

In addition to the consideration set forth in Section 7, the Telephone Company shall hold itself ready to furnish, subject to the use of the City, such wire space as may be required from time to time by the City upon the poles now owned or hereafter erected by the Telephone Company in the City for the use of the City's police and fire alarm system: provided that the required wire space shall not exceed the wire capacity of one cross arm on any one pole. The location on the poles of this fire and police wire space shall be determined on specific applications for space, at the time the applications are received from the City, and will be allotted in accordance with the considerations for electrical construction of the United States Department of Commerce, Bureau of Standards. In its wire construction on the Telephone Company's poles, the City will follow the suggestions and requirements laid down for wire construction in the Rules and Regulations of the Bureau of Standards of the United States Department of Commerce. Where conduits are laid or are constructed by the Telephone Company, said Company shall hold itself ready to furnish sufficient duct space not to exceed capacity of one duct for use by the City in carrying its police and fire alarm wires. All such wires, whether on poles or in conduits, shall be constructed, maintained and operated in such manner as not to interfere with nor create undue hazard in the operation of the telephone system of the Telephone Company.

It is further agreed that the Telephone Company shall not be responsible to any party or parties whatsoever for any claims, demands, losses, suits, judgments for damages or injuries to persons or property by reason of the construction, maintenance, inspection or use of the police and fire alarm wires belonging to the City, and the City shall insure, indemnify and hold the Telephone Company harmless against all such claims, losses, demands, suits and judgments.

SECTION 10 - ATTACHMENTS ON POLES AND SPACE IN DUCTS NOT HERE AFFECTED

Nothing in this ordinance contained shall be construed to require or permit any electric light or power wire attachments by the City or for the City, nor to require or permit any electric light or power wires to be placed in any duct used by the City in the Telephone Company's conduits. If light or power attachments are desired by the City or for the City, or if the City desires to place electric light or power wires in any duct used by the City, then a further separate noncontingent agreement shall be prerequisite to such attachments or such use of any duct used by the City. Nothing herein contained shall obligate or restrict the Telephone Company in exercising its right voluntarily to enter into pole attachment, pole usage, joint ownership, and other wire space and facilities agreements with light and power companies and with other wire using companies which may be privileged to operate within the City.

SECTION 11 - PERIOD OF TIME OF THIS ORDINANCE - TERMINATION

This agreement shall be in full force and effect for the period beginning with the effective date hereof and ending twenty (20) years after September 1, 1979, provided that at the end of the expiration of the initial period, such term shall be automatically renewed forthwith for successive periods of twenty (20) years, conditioned, however, that if during the last four months of the initial period or of any successive twenty (20) year period, not less than ninety days' prior written notice shall be given either to the Telephone Company by the City or to the City by the Telephone Company, setting forth the desire of the giver of such notice to terminate this agreement, then in such case this agreement shall terminate at the expiration of the then current period.

SECTION 12 - NO EXCLUSIVE PRIVILEGES CONFERRED BY THIS ORDINANCE

Nothing herein contained shall be construed as giving to the Telephone Company any exclusive privilege.

SECTION 13 - SUCCESSORS AND ASSIGNS

The rights, powers, limitations, duties, and restrictions herein provided for shall insure to and be binding upon the parties hereto and upon their respective successors and assigns.

SECTION 14 - PARTIAL INVALIDITY AND REPEAL PROVISIONS

If any section, sentence, clause, or phrase of this ordinance is for any reason held to be illegal, ultra vires or unconstitutional, such invalidity shall not affect the validity of the remaining portions of this ordinance. All ordinances and agreements and parts of ordinances and agreements in conflict herewith are hereby repealed.

SECTION 15 - ACCEPTANCE OF AGREEMENT

The Telephone Company shall have sixty (60) days from and after the passage and approval of this ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this ordinance shall take effect and be in force ninety (90) days from and after the date its acceptance is filed with the City and shall effectuate and make binding the agreement provided by the terms hereof.

Passed and approved this _____ day of _____, A.D., 1979.

Mayor

ATTEST:

City Secretary

I, _____, City Clerk
I, _____, City Secretary of the Town of Thompsons, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance _____, passed and approved by the Town of Thompsons, Texas at a regular meeting held on the day of _____, 1979.

In witness whereof, I hereto set my hand and affix the official seal of the Town of Thompsons, Texas this _____ day of _____, A.D., 1979.

City Secretary
City Clerk

ACCEPTANCE

WHEREAS, the Board of Aldermen of the Town of Thompsons, Texas, did on the 20th day of September, 1979, enact an ordinance entitled:

"AN ORDINANCE WHEREBY THE Town of Thompsons, TEXAS AND THE SOUTHWESTERN BELL TELEPHONE COMPANY AGREE THAT THE TELEPHONE COMPANY SHALL CONTINUE TO ERECT AND MAINTAIN ITS POLES, WIRES, ANCHORS, CABLES, MANHOLES, CONDUITS, AND OTHER PLANT CONSTRUCTION AND APPURTENANCES, ALONG, ACROSS, ON, OVER, THROUGH, ABOVE AND UNDER ALL PUBLIC STREETS, AVENUES, ALLEYS, PUBLIC GROUNDS AND PLACES IN SAID CITY, UNDER REGULATIONS AND RESTRICTIONS AND THAT THE CITY SHALL RECEIVE AN ANNUAL PAYMENT AND THE RIGHT TO USE CERTAIN FACILITIES OF THE TELEPHONE COMPANY, ALL AS HEREIN PROVIDED:"

and

WHEREAS, said ordinance was on the 20th day of September, 1979, duly approved by the Mayor of said City and, the Seal of said City was thereto affixed and attested by the City Secretary:

NOW, THEREFORE, in compliance with the terms of said ordinance as enacted, approved and attested, the Southwestern Bell Telephone Company hereby accepts said ordinance and files this its written acceptance with the City Secretary of the Town of Thompsons, Texas in his office.

Dated this 15th day of November, 1979.

SOUTHWESTERN BELL TELEPHONE COMPANY

By

[Handwritten Signature]

FOR Vice President - Customer Services

Ind

Acceptance filed in the office of the City Secretary of Thompsons, Texas, this 19 day of November, 1979.

Laune Sebastian
City Secretary

6
SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF ARTICLE 6701D, VERNON'S TEXAS CIVIL STATUTES, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF THOMPSONS AS SET OUT IN THIS ORDINANCE: AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, Article 6701D, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway, now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS,

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Article 6701D, Vernon's Texas Civil Statutes, the following prima facie speed limit hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

- (a) Along FM 2759 from the west city limit of Thompsons to a point 170 feet east of Y. U. Jones Road, a distance of approximately 0.040 mile, 45 miles per hour.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two-Hundred Dollars (\$200).

PASSED AND APPROVED THIS 20 DAY OF December 19 1979

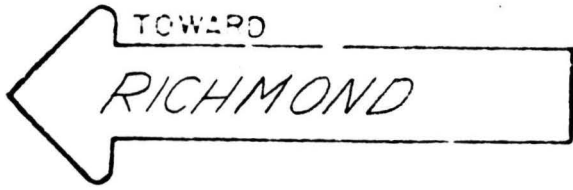
ATTEST:

APPROVED:

Lorene Schuman
City Secretary

W. J. [Signature]
Mayor

DEVELOPMENT
 RES. SIGHT DISTANCE
 BALL BANK OR ADV. SORY SPEED
 CURVES OVER 2°
 GRADES OVER 3%
 SUR. WIDTH AND TYPE
 ROW AND ROAD WIDTH
 ACCIDENTS
 ZONE LENGTHS MILE
 ZONE SPEEDS MPH



CL BEARINGS

CARROLL ROAD

6



ZONE SPEEDS MPH
 ZONE LENGTHS MILE
 ACCIDENTS 1978
 ROW AND ROAD WIDTH
 SUR. WIDTH AND TYPE
 GRADES OVER 3%
 CURVES OVER 2°
 BALL BANK OR ADV. SORY SPEED
 RES. SIGHT DISTANCE
 DEVELOPMENT

②

DIST. NO. 12 COUNTY FORT BEND
 HIGHWAY FM 2759 CITY THOMPSONS INC.
 DATE OF SURVEY 8-21-79 SCALE 10" = 1 MILE

WALTE NO DATE
 REPLACES DATE
 REPLACED BY DATE
 CANCELED BY DATE

LIMITS OF ZONE

SECTION ONE				SECTION TWO			
LENGTH 0.200 MILES				LENGTH MILES			
STA OR MP	CONT. B SECT.	PROJECT		STA OR MP	CONT. B SECT.	PROJECT	
BEGNS	7.130	2817-1		BEGNS			
ENDS	7.330	2817-1		ENDS			

MP 7.090

55

60
68
63

Pvt. Rd.

7

A.T. & S.F. R.R.

60
74
59

55

99-42

22' ASPH CONC. ON CONC SOD SHLDRS 2-LANES

42
62
125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED



FATAL ACCIDENT



PERSONAL INJURY ACCIDENT



PROPERTY DAMAGE ACCIDENT



INDICATES SECTION ZONED
BY COMMISSION MINUTE

SPEED ZONE

Strip Map Number

THOMPSONS INC.
POPULATION 451

M.P. 7.290

M.P. 7.330

0.200
45 MPH TRANS

45 MPH 0.040 mile

EXISTING 30 MPH ZONE SET BY COUNTY

52
55
49

CITY LIMIT A

State Maintenance Ends

THOMPSONS
Y.U. JONES RD

30

54
57
40

H CH H B BH H HMMH

H B H

30

THOMPSONS
R.R. STATION

OILFIELD ROAD

45 MPH TRANS
0.200

45 MPH 0.040 mile

EXISTING 30 MPH ZONE SET BY COUNTY

ASPH. PAVEMENT 2-LANES

GRAVEL

ONE

number 3517

ROAD

ORDINANCE NO. 7

AN ORDINANCE PROVIDING FOR TWO YEAR STAGGERED
TERMS OF OFFICE FOR THE MAYOR AND ALDERMEN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE
TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

SECTION 1. That pursuant to the authority granted by TEX. REV. CIV. STAT. ANN. art. 1143 (Supp. 1978-1979), it is hereby provided that in lieu of one (1) year terms of office therefor, the terms of office for the Mayor and Aldermen shall henceforth be two (2) year staggered terms.

SECTION 2. That the Mayor and two (2) Aldermen, to be determined by lot at the first regular meeting of the Board of Aldermen following the next annual election of officers to be held on April 5, 1980, shall serve for two (2) year terms of office.

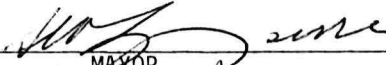
SECTION 3. That the remaining three (3) Aldermen elected at such next annual election of officers shall hold office for an initial term of one (1) year.

SECTION 4. That thereafter, all members of the Board of Aldermen shall hold office for terms of two (2) years and until their successors shall have qualified.

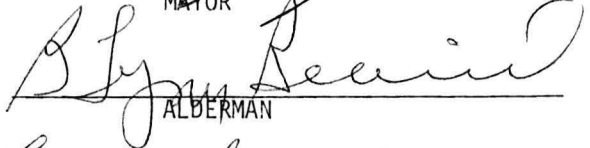
SECTION 5. That the term of office for the Marshal shall hereafter remain a term of one (1) year.

SECTION 6. That this ordinance shall take effect and be in force from and after its passage, approval and adoption.

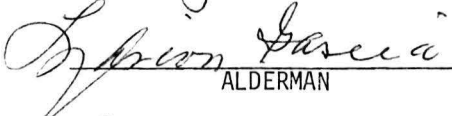
PASSED, APPROVED and ADOPTED this the 20th day of December, 1979.




MAYOR




ALDERMAN




ALDERMAN



ALDERMAN



ALDERMAN



ALDERMAN

ATTEST:



SECRETARY

(SEAL)

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

I, LORENE SCHUMANN, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Fort Bend County, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 20th day of December, 1979; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in the Exxon Office Meeting Room on Thompsons Oilfield Road, Thompsons, Texas, which is convenient and readily accessible to the general public at all times; that the Mayor, G. W. Longserre and Aldermen Martin Hester, Lynn Bessiot, Melvin Newman, Richard Elliott, Rita Miller, and _____ were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Fort Bend County, Texas, this 20th day of December, 1979.

Lorene Schumann
SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared LORENE SCHUMANN, known to me to be a credible person, who upon oath deposes and says:

I am the Secretary of the Town of Thompsons, Fort Bend County, Texas, a municipality incorporated under the provisions of Chapter 11 of Title 28 of the Texas Civil Statutes, and have acted in such capacity during the period of time covered by this affidavit. On the 20th day of December, 1979, the Board of Aldermen of said Town of Thompsons, at a regular meeting of said Board, enacted Ordinance No. 7 Providing for Two Year Staggered Terms of Office for the Mayor and Aldermen.

After the enactment of the above-described ordinance, the full text thereof was published by posting the same for at least ten days (between the 26 day of December, 1979, and the 30 day of December, 1979, in the following three public places in said Town of Thompsons: (Give exact locations.)

1. *Thompsons General Mercantile*
2. *Mt Pelgrim Baptist Church*
3. *Thompsons Cafe*

Lorene Schumann
LORENE SCHUMANN

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public by Lorene Schumann, on this the 2nd day of January, 1980, to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC IN AND FOR FORT BEND COUNTY,
T E X A S

My Commission expires: 11/30/80

PRICE, VELTMANN & SWEARINGEN

LAWYERS

500 JEFFERSON BUILDING, SUITE 1915-1917

HOUSTON, TEXAS 77002

RICHMOND, TEXAS 77469 OFFICE:

2116 THOMPSON ROAD, SUITE 125

PARTNERS

**JOHN E. PRICE, JR.
PAUL V. SWEARINGEN**

OF COUNSEL

GERALD E. VELTMANN

February 26, 1980

United States Department of Justice
Washington, D. C. 20530

Attention: Mr. Drew S. Days, III
Assistant Attorney General
Civil Rights Division

Mr. Gerald W. Jones
Chief, Voting Section

Re: Adoption of two year staggered terms of office
for the Mayor and Aldermen of the Town of
Thompsons, Fort Bend County, Texas - Submission
under Section 5, Voting Rights Act

DSD : DHH : TGL : bmp
DJ 166-012-3
C2812-C2813

Gentlemen:

Pursuant to Section 5 of the Voting Rights Act, we, as Mayor of and as legal counsel for the Town of Thompsons, Fort Bend County, Texas, do hereby submit for your approval a certified copy of town Ordinance No. 7 Providing for Two Year Staggered Terms of Office for the Mayor and Aldermen of said town.

Said Ordinance was passed on December 20, 1979, at a regular meeting of the town's Board of Aldermen pursuant to the authority Granted by TEX.REV.CIV. STAT.ANN. art. 1143 (Supp. 1978-1979), a copy of which is enclosed herewith for your reference, and is to become effective for candidates elected at the next regular election of town officers to be held on April 5, 1980.

The "changes affecting voting" shall be limited to the town's citizens electing their Mayor and Aldermen for two staggered as opposed to one year terms of office as provided by the above statute.

General descriptions of the Town of Thompsons and of Fort Bend County, Texas, have previously been submitted to your office and reference thereto is hereby made for the purposes of this submission.

United States Department of Justice

February 26, 1980

- 2 -

We hereby certify that said ordinance has yet to be implemented and respectfully request your preclearance and approval thereof.

Very truly yours,

G. W. Longserre, Mayor of the Town of
Thompsons, Fort Bend County, Texas

PRICE, VELTMANN & SWEARINGEN

By: Paul V. Swearingen

Attorneys for the Town of Thompsons,
Fort Bend County, Texas

PVS:db
Enc.

Art. 1143. [1046] [591] [518] Term of office

(a) The mayor, alderman and all other officers elected at the first election under this chapter, regardless of the time of such first election, shall hold their offices until their successors shall have been duly elected and qualified at the next succeeding annual election, according to the provisions of the succeeding article.

(b) In lieu of one year terms of office, the board of aldermen may provide by ordinance for two year staggered terms of office for the mayor and aldermen. If such an ordinance is adopted, the mayor and two aldermen, determined by lot at the first meeting of the board of aldermen following the next annual election after the adoption of the ordinance, shall serve two year terms. The remaining aldermen hold office for an initial term of one year. Thereafter, all members of the board of aldermen hold office for terms of two years and until their successors have qualified.

Amended by Acts 1967, 60th Leg., p. 1011, ch. 441, § 1, eff. Aug. 28, 1967.

Art. 1144. [1047] [592] [519] Annual election

The annual election of officers of all towns and villages incorporated under the provisions of this chapter shall be held on the first Saturday in April of each year. The mayor, or in case of his inability or refusal to act, any two aldermen, shall order such annual election by notices posted for at least twenty days at three public places within the corporate limits. The returns of such election shall be made to the town or village council, and certificates of election given by the mayor or person acting as such to the persons elected to the various offices of such corporation.

Amended by Acts 1967, 60th Leg., p. 1931, ch. 723, § 75, eff. Aug. 28, 1967.

Synopsis of Changes—1967

See note under art. 973.

PRICE, VELTMANN & SWEARINGEN
LAWYERS
500 JEFFERSON BUILDING, SUITE 1915-1917
HOUSTON, TEXAS 77002
RICHMOND, TEXAS 77469 OFFICE:
2116 THOMPSON ROAD, SUITE 125

PARTNERS
JOHN E. PRICE, JR.
PAUL V. SWEARINGEN

OF COUNSEL
GERALD E. VELTMANN

May 7, 1980

Honorable G. W. "Bud" Longserre
Mayor, Thompsons, Texas
P. O. Box 24
Thompsons, Texas 77481

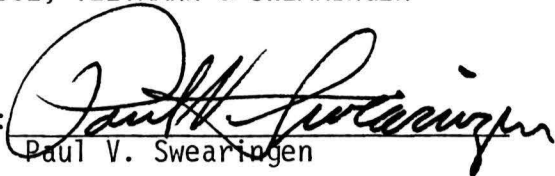
Dear Bud:

Enclosed herewith is a letter from the United States Justice Department about which we spoke today over the telephone.

Very truly yours,

PRICE, VELTMANN & SWEARINGEN

By:


Paul V. Swearingen

PVS:db
Enc.



UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D.C. 20530

Address Reply to the
Division Indicated

and Refer to Initials and Number

DSD:JMC:ZIF:rjs
DJ 166-012-3
C9934

Paul V. Swearingen, Esq.
Price, Veltmann & Swearingen
500 Jefferson Building
Suite 1915-1917
Houston, Texas 77002

18 APR 1980


Dear Mr. Swearingen:

This is in reference to Ordinance No. 7 (1979), which provides for two-year staggered terms for the mayor and alderman of the Town of Thompsons in Fort Bend County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, as amended. Your submission was received on March 3, 1980.

The Attorney General does not interpose any objection to the change in question. However, we feel a responsibility to point out that Section 5 of the Voting Rights Act expressly provides that the failure of the Attorney General to object does not bar any subsequent judicial action to enjoin the enforcement of such change. In addition, as authorized by Section 5, the Attorney General reserves the right to reexamine this submission if additional information that would otherwise require an objection comes to his attention during the remainder of the sixty-day period.

Sincerely,

DREW S. DAYS III
Assistant Attorney General
Civil Rights Division

By: 
GERALD W. JONES
Chief, Voting Section

ORDINANCE NO. 8

AN ORDINANCE FIXING THE SALARY, FEES
OF OFFICE AND COMPENSATION OF THE MAYOR, ALDERMEN, MARSHAL,
SECRETARY-TREASURER AND DEPUTY SECRETARY-TREASURER

BE IT ORDAINED BY THE BOARD OF ALDERMEN
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

SECTION 1. That the Mayor, Aldermen and Marshal to be elected at the next annual election of officers to be held on April 5, 1980, shall receive no salary, fees of office or compensation as such during their respective terms of office.


SECTION 2. That the Secretary-Treasurer and Deputy Secretary-Treasurer to be appointed by the Board of Aldermen after their election at such next annual election of officers shall likewise receive no salary, fees of office or compensation while serving as such.


SECTION 3. That the Marshal to be elected at such next annual election of officers shall receive no official salary or compensation as such during his term of office but shall be entitled to receive his fees of office as prescribed by law.

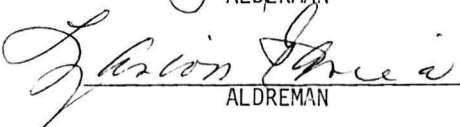
SECTION 4. That the salary, fees of office and compensation so fixed by this ordinance shall not be changed during the respective terms for which the aforesaid officers (or their successors in office for the remainders of any such terms in the event a vacancy shall occur in any such office and be filled at a special election or by appointment) shall be elected or appointed.


SECTION 5. That this ordinance shall take effect and be in force from and after its passage, approval and adoption.

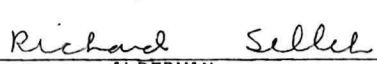
PASSED, APPROVED and ADOPTED this the 20th day of December, 1979.

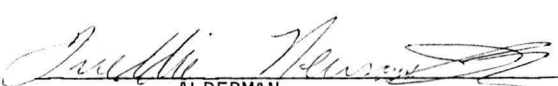

MAYOR


ALDERMAN


ALDERMAN


ALDERMAN


ALDERMAN


ALDERMAN

ATTEST:


SECRETARY

(SEAL)

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

I, LORENE SCHUMANN, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Fort Bend County, Texas, hereby certify that the above and foregoing ordinances of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 20th day of December, 1979; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in the Exxon Office Meeting Room on Thompsons Oilfield Road, Thompsons, Texas, which is convenient and readily accessible to the general public at all times; that the Mayor, G. W. Longserre, and Aldermen Marian Garcia, Lynn Bennett, Freddie Newson, Richard Bell and Rita Miller, and _____ were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Fort Bend County, Texas, this 20th day of December, 1979.

Lorene Schumann
SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared LORENE SCHUMANN, known to me to be a credible person, who upon oath deposes and says:

I am the Secretary of the Town of Thompsons, Fort Bend County, Texas, a municipality incorporated under the provisions of Chapter 11 of Title 28 of the Texas Civil Statutes, and have acted in such capacity during the period of time covered by this affidavit. On the 20th day of December, 1979, the Board of Aldermen of said Town of Thompsons, at a regular meeting of said Board, enacted Ordinance No. 8 Fixing the Salary, Fees of Office and Compensation of the Mayor, Aldermen, Marshal, Secretary-Treasurer and Deputy Secretary-Treasurer.

After the enactment of the above-described ordinance, the full text thereof was published by posting the same for at least ten days (between the 20th day of December, 1979, and the 30th day of December, 1979, in the following three public places in said Town of Thompsons:
(Give exact locations.)

1. *Thompson General Mercantile*
2. *Mt. Pilgrim Baptist Church*
3. *Thompson Cafe*

Lorene Schumann

LORENE SCHUMANN

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, by LORENE SCHUMANN, on this the 2nd day of January, 19 80, to certify which witness my hand and seal of office.

[Signature]

NOTARY PUBLIC IN AND FOR FORT BEND COUNTY,
T E X A S

My Commission expires: 11/30/80

ORDINANCE NO. 9

AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE AGREEMENT DATED FEBRUARY 21st 1980, BETWEEN FORT BEND COUNTY AND THE TOWN OF THOMPSONS, TEXAS, FOR THE CONSTRUCTION OF A RE-ROUTED PORTION OF LOCKWOOD ROAD AND A NEW ROAD CONNECTING THE RE-ROUTED PORTION OF LOCKWOOD ROAD WITH Y.U. JONES ROAD SITUATED WITHIN THE TOWN OF THOMPSONS, TEXAS

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

SECTION 1. That the certain agreement dated February 1980, between Fort Bend County, Texas, and the Town of Thompsons, Texas, for the construction of a re-routed portion of Lockwood Road and a new road connecting the re-routed portion of Lockwood Road with Y. U. Jones Road situated within the Town of Thompsons, Texas, attached hereto and made a part hereof be and the same is hereby approved and the mayor is hereby authorized to execute said agreement on behalf of the Town of Thompsons, Texas, and to transmit the same to Fort Bend County, Texas for appropriate action.


SECTION 2. The fact that the improvements contemplated under the above mentioned agreement are needed, creates an emergency which for the immediate preservation of the public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage, and it is accordingly so ordained.

PASSED AND APPROVED this 21st day of February, 1980.



Mayor

Attest



Secretary

#9

ORDINANCE NO. 10

AN ORDINANCE CALLING AN ELECTION ON THE QUESTION OF ADOPTION OF A ONE PERCENT (1%) LOCAL SALES AND USE TAX WITHIN THE TOWN

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS:

SECTION 1: That pursuant to the authority granted by TEX. REV. CIV. STAT. ANN. art. 1066c (1963 -1979 Pamphlet Supp.), the "Local Sales and Use Tax Act", it is hereby provided that an election be and is hereby called for the purpose of submitting to the qualified voters of the town the question of adoption of a one percent (1%) local sales and use tax within the town on all taxable items within the town subject to taxation as provided in said act.

SECTION 2: That such question shall be submitted at the next regular election of town officers to be held on Saturday, April 5, 1980, between the hours of 7:00 a.m. and 7:00 p.m., at the Thompsons General Mercantile Store located at 14539 Thompsons (F.M. 2359) Road within the town, same being the designated polling place of the Thompsons Election Precinct, the date of such election being not less than thirty (30) nor more than ninety (90) days after the passage of this ordinance.

SECTION 3: That notice of the submission of such question at such election shall be given by causing a substantial copy of this ordinance to be published on the same day of two (2) successive weeks in a newspaper of general circulation within the town, the date of the first publication to be at least twenty-one (21) days prior to April 5, 1980, the date set for such election.

SECTION 4: That in addition to the other matters appearing on the Official Ballot to be used at such election, there shall be printed upon such ballot the following:

"FOR adoption of a one percent (1%) local sales and use tax within the town."

and

"AGAINST adoption of a one percent (1%) local sales and use tax within the town."

SECTION 5: That such election shall be conducted in the manner provided by law for municipal elections generally.

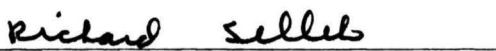
SECTION 6: That within ten (10) days after such election, should a majority of the qualified voters voting thereat vote in favor of the adoption of such local sales and use tax within the town, the Board of Aldermen shall canvass the returns on the submission of such question, and shall by ordinance or resolution entered in the town minutes declare the results thereof. Such ordinance or resolution shall reflect the date of such election, the proposition voted on, the total number of votes cast for and against the proposition, and the number of votes by which the proposition was approved, and shall be accompanied by a map of the town clearly showing its boundaries. Thereafter, the Town Secretary shall forward to the Comptroller of Public Accounts of the State of Texas, by United States Registered Mail or Certified Mail, return receipt requested, a certified copy of such ordinance or resolution. Should a majority of votes be found to be against the proposition, no notice of the results of the submission thereof at such election shall be filed with the Comptroller.

SECTION 7: That should a majority of the votes cast at such election be in favor of the adoption of such local sales and use tax, there shall elapse one whole calendar quarter after the Comptroller receives notice of adoption of such tax, after which such local sales and use tax shall be effective in the town beginning on the first day of the calendar quarter next succeeding such elapsed quarter.

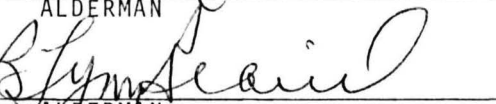
SECTION 8: That this ordinance shall take effect and be in force from and after its passage, approval and adoption.

PASSED, APPROVED and ADOPTED this the 21st day of February, 1980.

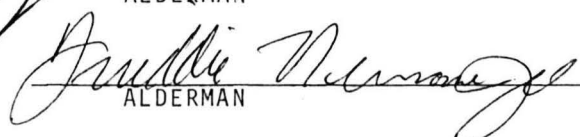

MAYOR


ALDERMAN


ALDERMAN


ALDERMAN


ALDERMAN


ALDERMAN

ATTEST:


SECRETARY

(SEAL)

THE STATE OF TEXAS)
TOWN OF THOMPSONS)
COUNTY OF FORT BEND)

I, LORENE SCHUMANN, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Fort Bend County, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 21st day of February, 1980; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in the Exxon Office Meeting Room on Thompsons Oilfield Road, Thompsons, Texas, which is convenient and readily accessible to the general public at all times; that the Mayor, G. W. Longserre, and Aldermen Rita Miller, Richard Selles, Marion Garcia, Lynn Baird and Freddie Newsom,

were present at said meeting and acted as the Board throughout; that said ordinance was duly passed by a majority of the Board of Aldermen and approved by the Mayor and hence adopted as an ordinance of the town; that said ordinance is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records and minutes of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Fort Bend County, Texas, this 21st day of February, 1980.

Lorene Schumann
SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND
COUNTY, TEXAS

THE STATE OF TEXAS)
)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, a Notary Public in and for the State and County aforesaid, on this day personally appeared LORENE SCHUMANN, known to me to be a credible person, who upon oath deposes and says:

I am the Secretary of the Town of Thompsons, Fort Bend County, Texas, a municipality incorporated under the provisions of Chapter 11 of Title 28 of the Texas Civil Statutes, and have acted in such capacity during the period of time covered by this affidavit. On the 21st day of February, 1980, the Board of Aldermen of said Town of Thompsons, at a regular meeting of said Board, enacted Ordinance No. 10 calling an Election on the Question of a One Percent (1%) Local Sales and Use Tax Within the Town.

After the enactment of the above-described ordinance, the full text thereof was published by posting the same for at least ten days (between the ~~22nd~~ day of February, 1980, and the 5th day of March, 1980, in the following three public places in said Town of Thompsons: (Give exact location)

1. Thompsons General Mercantile
2. Mt Pilgrim Baptist Church
3. Thompsons Cafe .

Additionally, notice of the submission of such question at the election referred to in such ordinance was duly given by causing a substantial copy of such ordinance to be published on the same day of two (2) successive weeks in The Herald-Coaster, a newspaper of general circulation within the town, the date of the first publication being at least twenty-one (21) days prior to April 5, 1980, the date set for such election, such dates of publication being the ~~11th~~ day of ~~March~~, 1980, and the 25th day of March, 1980, respectively.

Lorene Schumann
LORENE SCHUMANN

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public by Lorene Schumann, on this the 5 day of March, 1980, to certify which witness my hand and seal of office.

[Signature]
NOTARY PUBLIC IN AND FOR FORT BEND COUNTY,
T E X A S

My Commission expires: 11-80