




## MEMO

December 1, 2014

**To:** Rudy Eguia  
East R/W Project Delivery Manager

**Through:** Hettie Thompson, CTCM  
Right of Way Division

**From:** John P. Campbell, P.E., SR/WA   
Division Director, Right of Way Division

**Subject:** Transmittal of Agreement to Contribute Right of Way Funds  
Fort Bend County (80)  
ROW CSJ 0187-05-056  
SH 36: At UPRR in Rosenberg

Fort Bend County (80)  
ROW CSJ 0027-06-054  
US 90A: At UPRR in Rosenberg

Fort Bend County (80)  
ROW CSJ 0027-06-059  
US 90A: From Spur 529 to Millie St.

Fort Bend County (80)  
ROW CSJ 1683-01-039  
FM 1640: From George St. to Millie St.

As requested, attached is the executed contractual agreement which was received by the ROW Division November 7, 2014. This agreement between Fort Bend County and the State of Texas obligates the County to contribute \$500,000, reflecting 10% of the estimated cost for land acquisition & utility adjustments totaling to \$5,000,000 for the project. The State is obligated to acquire all parcels and adjust all eligible utilities. Should you have any questions, please contact Debbie Menefee at (512) 416-2943.

### Attachments

**CC:** Angela Leach-Jayroe  
E-R/WPD  
Houston District

Attachments – Two (2) Original Executed Agreements

### OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

October 14, 2014

Commissioner Richard Morrison  
1517 Eugene Heimann Circle  
Richmond, TX 77469

March 25, 2014  
AGENDA ITEM II A

RE: US 90A  
ROW CSJ #: 1) SH 36: 0187-05-056  
2) US 90A: 0027-06-054  
3) US 90A: 0027-06-059  
4) FM 1640: 1683-01-039  
CCSJ #: 1) SH 36: 0187-05-045  
2) US 90A: 0027-06-046  
3) US 90A: 0027-06-056  
4) FM 1640: 1683-01-037

Approved As To Legal Form:

Asst. County Atty. Date 10/31/2014

Dear Commissioner Morrison:

Please find attached three revised copies of the Advance Funding Agreement (Agreement) between Fort Bend County and the Texas Department of Transportation (TxDOT) for the contribution of Right of Way (ROW) and utility relocation funds. The changes were required by the ROW Administration to better represent the various interlaced highway facilities, related mapping and estimated costs for each respective project.

This project(s) involve replacement of the existing railroad underpasses at SH 36 and US 90A and the one-way pair conversion in Rosenberg, Texas. As outlined in the Agreement, Fort Bend County will contribute 10 percent of the estimated ROW and utility adjustment cost incurred by TxDOT for the subject project. Upon full execution by the State, the County will be required to submit a check or warrant in the amount of \$500,000.00 made payable to TxDOT.

Should you have questions or comment regarding this matter please contact Mr. Gary L. Ray at (713) 802-5917, or me directly at (713) 802-5687.

Sincerely,

*[Signature]*  
for Rudy P. Eguia  
East Right of Way Project Delivery Supervisor

Attachments  
Cc: Mr. Gary L. Ray

Initial

Initial

Fort Bend County, Texas

11-3-2014

Date

County: Fort Bend  
District: Houston  
ROW CSJ #: 1) SH 36 0187-05-056  
2) US 90A 0027-08-054  
3) US 90A 0027-08-059  
4) FM 1640 1683-01-039

CCSJ #: 1) SH 36 0187-05-045  
2) US 90A 0027-08-046  
3) US 90A 0027-08-058  
4) FM 1640 1683-01-037

Federal Project #  
CFDA # 20.205

Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

### AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Fort Bend County, Texas, acting through its duly authorized officials, called the "Local Government."

### WITNESSETH

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements generally described as the conversion of two way travel highways on US 90A and FM 1640 through the City of Rosenberg to one way pairs with construction of crossover ramps between Louise Street and Damon Street and on the west side of Rosenberg, the replacement of two existing railroad underpasses at SH 36 and at US 90A to an elevated T intersection bridge and the relocating and adjusting of utilities, called the "Project"; and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated 2-25-2014, 2014, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

  
Initial

Fort Bend County, Texas

11-3-2014

Date

County: Fort Bend  
District: Houston  
ROW CSJ #: 

1)	SH 36	0187-05-056
2)	US 90A	0027-06-054
3)	US 90A	0027-06-059
4)	FM 1640	1683-01-039

  
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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of



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the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.



  
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#### 4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

#### 5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

#### 6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:



Initial

11-3-2014

Date

Fort Bend County, Texas

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Local Government:	State:
Fort Bend County	Director of Right of Way Division
Attention: County Judge	Texas Department of Transportation
401 Jackson Street	125 E. 11 <sup>th</sup> Street
Richmond, Texas 77469	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

#### 7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### 8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

#### 9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 10. Compliance with Laws

The parties 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 manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

  
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#### 11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

#### 12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### 13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### 15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.



  
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**16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to



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carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

  
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Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management

  
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Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at [http://www.txdot.gov/contact\\_us/audit.htm](http://www.txdot.gov/contact_us/audit.htm).

- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

#### 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Initial 11-3-2014  
Date  
Fort Bend County, Texas

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Robert E. Hebert  
Typed or Printed Name

Fort Bend county Judge  
Title

2-25-14  
Date

This Document Represents a Complete  
and True Copy of the Original Agreement.  
All Changes Have Been Initialed.

Initial

11-3-2014  
Date

Fort Bend County, Texas

THE STATE OF TEXAS

John P. Campbell, P.E.  
Director, Right of Way Division  
Texas Department of Transportation

12-1-14  
Date



County: Fort Bend  
District: Houston  
ROW CSJ #0027-06-059  
CCSJ #0027-06-056  
Federal Project #:N/A  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**

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 25th day of February, 2014.



\_\_\_\_\_  
DIANNE WILSON, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 4th day of March, 2014.



\_\_\_\_\_  
ROBERT E. HEBERT, COUNTY JUDGE



Approved

## MINUTES

BE IT REMEMBERED, That on this 25th DAY of FEBRUARY, 2014, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	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 1:07 p.m.

**2.**

**Invocation and Pledge of Allegiance by Commissioner Richard Morrison.**

Invocation and Pledge of Allegiance by Commissioner Richard Morrison.

**3. Approve minutes of regular meeting held on February 11, 2014.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve the minutes of regular meeting held on February 11, 2014.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes

Commissioner Patterson

Yes

**4. Public Comments regarding the Agenda and Announcements.**

January and February Service Awards presented to county employees.

No public comments or announcements.



**CONSENT AGENDA ITEMS 5 - 21:**

5.

**OUT OF STATE TRAVEL:** Approve out-of-state travel requests for County personnel:

- A. **Library** : Kenny Chao and David Lukose to Las Vegas, Nevada, June 24 - July 2, 2014, to attend the American Library Association 2014 Annual Conference. (Fund: Library, Travel)
- B. **Office of Emergency Management** : Jeff Braun to Emmitsburg, Maryland, September 21-26, 2014, to attend training at the Emergency Management Institute. (Fund: Office of Emergency Management, Travel)
- C. **Office of Emergency Management** t: Alan Spears to Emmitsburg, Maryland, August 17-22, 2014 to attend training at the Emergency Management Institute. (Fund: Office of Emergency Management, Travel)
- D. **Office of Emergency Management** : Doug Barnes and Alan Spears to Philadelphia, Pennsylvania, May 19-22, 2014, to attend the 2014 National Homeland Security Conference. (Fund: Office of Emergency Management, UASI Grant)
- E. **Risk Management** t: Approve change in travel dates for J.T. Pena to Orlando, Florida, June 8-12, 2014, to attend American Society of Safety Engineers (ASSE) Professional Development Conference. (Fund: Risk Management, Travel)
- F. **Sheriff's Office** : Ratify travel by L. Williams and V. Charles to Franklin, Tennessee, February 17-18, 2014, to extradite prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)
- G. **Sheriff's Office** : Ratify travel by W. Webber and T. Tyrrell to Rockford, Alabama, February 20-21, 2014, to extradite a prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)
- H. **Sheriff's Office** : S. Hobbs and T. Harvey to Washington, D.C., May 12-16, 2014, to attend the National Peace Officers Memorial Week. (Fund: Sheriff, Enforcement, Travel)
- I. **Sheriff's Office** : Ratify travel by M. Kubricht and N. Mendoza to Salinas, Kansas, February 19-20, 2014, to extradite a prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

**6. COMMISSIONER, PCT. 2:**

**Approve the appointment of Cynthia Ginyard as Commissioner to the Fort Bend County Emergency Services District No. 5 for a term effective January 1, 2014 through December 31, 2015.**

**7. BUDGET & FINANCE/BUDGET TRANSFERS:**

- A. **County Judge** : Approve transfer in the amount of \$1,021 from Non-Departmental, Fees into Capital Improvement Project as detailed on Judge's form dated February 19, 2014, to allocate additional funds for audio visual upgrade required for camera in new Commissioners Courtroom.
- B. **Commissioner, Pct. 2** : Approve transfer in the amount of \$740 from Fees into Information Technology to allocate funds for the purchase of I-pad and computer related equipment.
- C. **Community Supervision & Corrections Department** : Approve transfer in the amount of \$5,600 as detailed on Director's form dated February 20, 2014, to allocate funds for the purchase of high volume scanner equipment.
- D. **Health & Human Services - Clinical Health** : Approve transfer in the amount of \$50 from Professional Services into Information Technology to allocate additional funds necessary for Medicare billing purposes.
- E. **Library** : Approve transfer in the amount of \$20,185 as detailed on County Librarian's form dated February 18, 2014, to allocate funds budgeted for the purchase of servers and phone system equipment into correct line item for expenditure.
- F. **Sheriff - Detention** : Approve transfer in the amount of \$172,000 as detailed on Auditor's form dated February 13, 2014, to amend the budget pursuant to Local Government Code Section 111.0707 and allocate revenue received from the housing of prisoners to purchase a transport bus and equipment.
- G. **Sheriff's Office** : Approve transfer in the amount of \$300 from Operating, Enforcement, Property and Equipment, into Information Technology to allocate funds for purchase of keyboards and mouse equipment.
- H. **Sheriff's Office** : Approve transfer in the amount of \$8,400 from Enforcement, Salaries and Labor into Professional Services to allocate funds for psychological exams.
- I. **Sheriff's Office** : Approve transfer in the amount of \$60 from Enforcement, Property and Equipment, into Fleet Allocations to allocate funds for window tinting on vehicle, Unit #M060.

- J. **Sheriff's Office** : Approve transfer in the amount of \$5,463 as detailed on Sheriff's form dated February 20, 2014, to allocate additional funds necessary for overtime in the Bailiff Budget for FY2014.

8. **CONSTABLE, PCT. 1:**

**Record into Minutes the 2013 Racial Profiling Report, Tier 2, for the Office of Constable, Pct. 1, pursuant to Code of Criminal Procedure, Articles 2.131-2.138.**

9. **CONSTABLE, PCT. 2:**

**Record into Minutes the 2013 Racial Profiling Report, Tier 2, for the Office of Constable, Pct. 2, pursuant to Code of Criminal Procedure, Articles 2.131-2.138.**

**10. CONSTABLE, PCT. 4:**

**Record into Minutes the 2013 Racial Profiling Report, Tier 1, Partial Exemption, for the Office of Constable, Pct. 4, pursuant to Code of Criminal Procedure, Articles 2.131-2.138.**

**11. ENGINEERING:**

- A. Approve Advance Funding Agreement between the Texas Department of Transportation (TxDOT) and Fort Bend County for a \$500,000 contribution for right-of-way necessary for the replacement of existing railroad underpasses at SH 36 and US 90 A and the one-way pair conversion in Rosenberg, Texas, Mobility Bond Project No. 717, Precinct 1. (Fund: 2007 Mobility Bonds)**
- B. Approve request by Belinda Krobot Schneider and Yvette Schneider for a variance to the Fort Bend County Regulations of Subdivisions, Section 2.2I, to divide a 2.538-acre tract of land out of an 11.440-acre tract, described as Tract #7, Robert Hodge Survey, Abstract 33, recorded in official Fort Bend County Records, Quitclaim Deed Instrument #2003123631, conveyed by Jerome Krobot to Yvette Schneider and Belinda Krobot, Fort Bend County, Texas, Precinct 1.**
- C. Accept funds from the City of Sugar Land in the amount of \$1,264,059.34 for improvements to Burney Road, pursuant to the Interlocal Agreement with Fort Bend County dated September 28, 2010, Mobility Bond Project No. 719, Precincts 3 and 4. (Fund: 2007 Mobility Bonds)**
- D. Approve the Right of Entry and Non-Waiver Agreement between the State of Texas, Fort Bend County, and Ignac and Bernice Faltysek for construction purposes regarding the widening of Spur 10/Hartledge Road, Precinct 1.**
- E. Approve payment of Invoice No. 70 in the amount of \$16,703.50 to Schaumburg & Polk, Inc. for administrative support services regarding various mobility projects within Precincts 1, 2, 3 and 4. (Fund: 2007 Mobility Bonds)**
- F. Approve payment of Invoice No. 14-01-021 in the amount of \$10,871.00 to Kelly R. Kaluza & Associates, Inc. regarding improvements to Harlem Road, Mobility Bond Project No. 726, Precinct 4. (Fund: 2007 Mobility Bonds)**
- G. Approve payment of Invoice No. 103113-079 A in the amount of \$225.00 to Percheron Field Services regarding Cane Island, Mobility Bond Project No. X12, Precinct 3. (Fund: 2007 Mobility Bonds)**



- H. Approve payment of Invoice No. 2 in the amount of \$71,550.25 to Gonzalez Construction Enterprise, Inc. regarding Mason Road, Segment 3, Mobility Bond Project No. 735b, Precinct 4. (Fund: 2007 Mobility Bonds)**
- I. Approve payment of Invoice No. 5 in the amount of \$296,376.11 to Mar-Con Services, LLC regarding Mason Road, Segment 2, Mobility Bond Project No. 735a, Precinct 3. (Fund: 2007 Mobility Bonds)**
- J. Approve application from Devon Street Homes to construct driveway tie-ins onto Quill Rush Way, Beech Fern Drive, Jay Thrush Drive, Silktail Court and Wood Thrush Court, Pct. 4.**

**Item 11 continued - Engineering:**

- K. Approve application from Devon Street Homes to construct driveway tie-in onto Valley Ridge Drive, Precinct 1.**
- L. Approve application from Stephen Wall to construct a driveway tie-in onto Settegast Ranch Road, Precinct 3.**
- M. Approve application from Long & Son, Inc. to construct a driveway tie-in onto Henson Falls Drive, Precinct 3.**
- N. Approve application from Suntech Building Systems, Inc. to do improvements to the median cuts on University Boulevard and L.J. Parkway, Precinct 4.**
- O. Approve application from Centerpoint Entex to bore a 2-inch gas line under South Fry Road and bury a 2-inch gas line along Katy Gaston Road, Precinct 3.**
- P. Approve request for Fort Bend County to sponsor a Texas Department of Transportation project on behalf of Victorian Gardens, L.P. to expedite the construction of a Tie-in Paving Connection and Right Hand Turn Lane at proposed Bissonnet Street at FM 1464 within Victorian Gardens Development, at no cost to the County, Precinct 3.**
- Q. Accept the streets in Canyon Village at Westheimer Lakes, Section 5: Parkman Grove Drive, 409.27 LF; Jacob Crossing Drive, 226.27 LF; Avery Oaks Lane, 650.19 LF; Julia Manor Drive, 129.27 LF; for a total of 1,415 LF; and release bond #105719126 in the amount of \$114,109.30, Precinct 3.**
- R. Set public hearing for acceptance of the traffic control plan for Canyon Village at Westheimer Lakes, Section 5, Precinct 3. *(Tuesday, March 25, 2014, at 1:00 p.m.)***
- S. Set public hearing for Fulbrook, Section Two "D", Replat of Lots 3 and 4 of Block 2, Precinct 3. *(Tuesday, April 1, 2014, at 1:00 p.m.)***
- T. Set public hearing for traffic/safety study for Katy ISD, Wolman Elementary School, (Firethorne Dev.), at South Firethorne Road and North Firethorne Road, Precinct 3. *(Tuesday, March 25, 2014, at 1:00 p.m.)***
- U. Reset public hearing for Texana Plantation, Section 4, Partial Replat No. 1, Precinct 3. *(Tuesday, April 1, 2014, at 1:00 p.m.)***

- V. Approve the plat for Valero Store No. 1481, Precinct 3.
  - W. Approve the plat for Louetta Leasing LP 1463, Precinct 3.
  - X. Approve the plat for Fulbrook Section Two "D" Replat of Lots 6 and 7 of Block 2, Precinct 3.
  - Y. Approve plat for the roads within Lakes of Bella Terra, Section 25, Precinct 3.
  - Z. Approve plat for the lots within Lakes of Bella Terra, Section 25, Precinct 3.
12. **FACILITIES MANAGEMENT & PLANNING:** The Director of Facilities Management & Planning submits these invoices for approval and payment for projects that have been budgeted and funded by Facility Bond and/or Capital Projects:
- A. Invoice No. 41596 in the amount of \$65,702.51 to MCA Communications, Inc., for data and voice cabling regarding restoration of the Historic Courthouse;
  - B. Pay Application No. Fifteen (15R1) in the amount of \$121,922.56 and Pay Application No. Sixteen (16) in the amount of \$950.00 to Phoenix 1 Restoration and Construction, Ltd., for construction services regarding restoration of the Historic Courthouse;
  - C. Invoice No. 19 in the amount of \$4,263.20 to Bailey Architects for architectural services regarding the Library Administration Building;
  - D. Pay Application Nine (9) in the amount of \$263,414.10 to Crain Group, LLC for construction services regarding the Library Administration Building project;
  - E. Invoice No. 107974, in the amount of \$65,565.90 to Alpha Data Corporation for the installation of three Self Check Systems and Radio Frequency ID Systems regarding renovations to the George Memorial Library.
13. **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 Board meeting held on February 19, 2014, and makes the following recommendations to Commissioners Court:

- A. Accept the Financial Report of Fort Bend County Toll Road Authority for the fiscal year ended September 30, 2013.**
- B. Approve preparation of Application for Renewal of Trademark Registration by Vinson & Elkins, LLP for the Fort Bend County Toll Road Authority Shield Logo.**
- C. Approve Supplemental Agreement No. 2 to the Agreement between Fort Bend County Toll Road Authority and Reynolds, Smith and Hills, Inc. for Toll Collection System Conversion.**
- D. Approve Supplemental Agreement No. 16 to the Engineering Services Agreement between Fort Bend County Toll Road Authority and Brown & Gay Engineers, Inc. for Fort Bend Parkway, Segment B-1.**
- E. Approve Joint Project Agreement between Fort Bend County Toll Road Authority and Fort Bend Grand Parkway Toll Road Authority for Certain Tolling Collection Services for the Fort Bend Parkway, Segment B-1.**
- F. Approve Joint Engagement Agreement with Thompson Coburn LLP and a Conflict Consent and Waiver for representation of the Fort Bend County Toll Road Authority and the Metropolitan Transit Authority before the Surface Transportation Board.**
- G. Approve the engagement of Muller Law Group by the Fort Bend County Toll Road Authority.**

- 14. FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY:** The Board of Directors of the Fort Bend Grand Parkway Toll Road Authority (GPTRA) reviewed these items at their regular meeting held on February 19, 2014, and makes the following recommendations to Commissioners Court:

- A. Accept the Financial Report of Fort Bend Grand Parkway Toll Road Authority for the fiscal year ended September 30, 2013.**
- B. Approve Supplemental Agreement No. 2 to the Toll Systems Implementation Agreement between Fort Bend Grand Parkway Toll Road Authority and TransCore, LP in the amount of \$111,673.66 regarding a Disaster Recovery Site for Segment D of the Grand Parkway.**
- C. Approve Supplemental Agreement No. 3 to the Toll Systems Implementation Agreement between Fort Bend Grand Parkway Toll Road Authority and TransCore, LP in the amount of \$15,953.38 regarding a Disaster Recovery Site for Fort Bend Parkway, Segment B-1.**
- D. Approve Supplemental Agreement No. 1 to the Toll Systems Operations and Maintenance Agreement between Fort Bend Grand Parkway Toll Road Authority and TransCore, LP regarding the Disaster Recovery Site for Segment D of the Grand Parkway.**
- E. Approve Supplemental Agreement No. 2 to the Toll Systems Operations and Maintenance Agreement between Fort Bend Grand Parkway Toll Road Authority and TransCore, LP regarding the Disaster Recovery Site for Fort Bend Parkway, Segment B-1.**
- F. Approve Joint Project Agreement between Fort Bend Grand Parkway Toll Road Authority and Fort Bend County Toll Road Authority for Certain Tolling Collection Services for the Fort Bend Parkway, Segment B-1.**
- G. Approve the engagement of Muller Law Group to serve as general counsel to the Fort Bend Grand Parkway Toll Road Authority.**

**15. JUVENILE PROBATION & DETENTION**

**Approve renewal of the Agreement between Fort Bend County and Houston-Galveston Area Council for the Fort Bend County Juvenile Probation Department to provide mental health assessments and/or therapy for referred juveniles effective September 1, 2013 through August 31, 2014, to be ratified by the Juvenile Board at their next meeting.**

**16. PURCHASING:**



- A. Authorize renewal of Bid 11-035, Term Contract for HVAC Repairs for Various Locations, from American Mechanical Services LLC.**
- B. Authorize renewal of Bid 05-056, Term Contract for Debris Clearing, Removal and Disposal, Operation of Temporary Debris Staging and Reduction Sites from Crowder Gulf Disaster Recovery and Debris Management.**
- C. Authorize renewal of Bid 05-056, Term Contract for Debris Clearing, Removal and Disposal, Operation of Temporary Debris Staging and Reduction Sites, from Omni Pinnacle, LLC.**
- D. Authorize renewal of Bid 10-053, Term Contract for Pavement Marking on Various Roads, by Stripes & Stops Co., Inc.**

**Item 16 continued - Purchasing:**

- E. Authorize renewal of Bid 10-100, Term Contract for Concrete Curbs and Gutters, from Durwood Greene Construction Company .**
- F. Authorize renewal of Bid 11-038, Term Contract for Purchase of Periodical Subscriptions, from WT Cox Information Services.**
- G. Authorize renewal of Bid 11-040, Term Contract for Purchase and Printing of Stationary, from Reflection Printing.**
- H. Authorize renewal of Bid 13-024, Term Contract for Mowing Pathways and Tree Trimming for Cinco Ranch Trail System, from Bio Landscape & Maintenance, Inc.**
- I. Authorize renewal of Bid 13-029, Term Contract for Bottled Drinking Water, from Ozarka Natural Spring Water.**
- J. Authorize renewal of Bid 13-030, Term Contract for Ammunition from Bailey's House of Guns, Inc.**
- K. Authorize renewal of Bid 13-032, Term Contract for Thermoplastic Coating on Various Roads, from Stripes & Stops Co., Inc.**

**17. RISK MANAGEMENT:**

**Approve Release for the County to receive \$119.46 from State Farm Insurance in full settlement of an accident which occurred on May 17, 2013.**

**18. ROAD & BRIDGE:**

- A. Approve payment in the amount of \$1,609.87 to TEDSI Infrastructure Group for traffic signal design at the intersections of Cinco Ranch Boulevard and Cinco Crossing; Greatwood Parkway and Sansbury Boulevard; Fry Road and Cinco Crossing; Cinco Ranch Boulevard and Katy Gaston Road. (Fund: Road & Bridge, Traffic Signals)**
- B. Approve payment of Pay Estimate No. 4 in the amount of \$40,203.00 to Statewide Traffic Signal Company for traffic signal construction at the intersections of Cinco Ranch Boulevard and Cinco Crossing Lane; Fry Road and Cinco Crossing Lane; Cinco Ranch Boulevard and Katy Gaston Road. (Fund: Road & Bridge Traffic Signals)**

**19. SHERIFF'S OFFICE:**

**Approve renewal of Agreement between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department for use of the County's Public Safety Radio System effective through September 30, 2014.**

**20. TAX ASSESSOR/COLLECTOR:**

- A. Record into Minutes the Summary Monthly Report of Property Taxes collected in January, 2014, as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.**
- B. Record into Minutes the disposal of miscellaneous Auto Documentation dated years 2010 through 2012 as described on Tax Assessor's report dated February 19, 2014, in accordance with the State Archive Retention Schedule, for the Office of Patsy Schultz.**

**21. TREASURER:**

**Approve Monthly Report submitted by County Treasurer for January 2014, and authorize advertisement of Affidavit of same, in accordance with Local Government Code §114.026.**

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

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**22.****COUNTY JUDGE:**

**Take all appropriate action on Order Organizing the West Fort Bend Water Authority and Appointing Directors as follows: Jim Gammill, Director for Precinct 1 of the Authority, term effective through May 15, 2016; Jeff Haley, Director for Precinct 2 of the Authority, term effective through May 15, 2014; Delbert Wendt, Director for Precinct 3 of the Authority, term effective through May 15, 2016; Roland Adamson, Director for Precinct 4 of the Authority, term expiring May 15, 2014; and Jim Gonzales, Director for Precinct 5 of the Authority, term effective through May 15, 2016; all terms effective until a successor is appointed and qualified.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Order Organizing the West Fort Bend Water Authority and Appointing Directors as follows: Jim Gammill, Director for Precinct 1 of the Authority, term effective through May 15, 2016; Jeff Haley, Director for Precinct 2 of the Authority, term effective through May 15, 2014; Delbert Wendt, Director for Precinct 3 of the Authority, term effective through May

15, 2016; Roland Adamson, Director for Precinct 4 of the Authority, term expiring May 15, 2014; and Jim Gonzales, Director for Precinct 5 of the Authority, term effective through May 15, 2016; all terms effective until a successor is appointed and qualified.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**23. COMMISSIONER, PCT. 1:**

- A. Take all appropriate action on request to waive the \$25 per hour electricity fee for use of the Rodeo Arena by the Fort Bend County Youth Rodeo Association on January 17-18, 2014, due to malfunction of electricity meter.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to waive the \$25 per hour electricity fee for use of the Rodeo Arena by the Fort Bend County Youth Rodeo Association on January 17-18, 2014, due to malfunction of electricity meter.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. Take all appropriate action on request to transfer the amount of \$3,000 as detailed on Auditor's form dated February 17, 2014, to allocate additional funds for improvements to the Taylor House facility.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$3,000 as detailed on Auditor's form dated February 17, 2014, to allocate additional funds for improvements to the Taylor House facility.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on request to transfer the amount of \$123,785 as detailed on Auditor's form dated February 19, 2014 to allocate unused funds from the completed Headstart Program into the Fairgrounds Renovation project for the construction of a storage facility.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$123,785 as detailed on Auditor's form dated February 19, 2014 to allocate unused funds from the completed Headstart Program into the Fairgrounds Renovation project for the construction of a storage facility.

Judge Hebert	Yes
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Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**24. COMMISSIONER, PCT. 2:**

- A. Take all appropriate action on Resolution Supporting the Development of Affordable Rental Housing on the southwest corner of Beechnut and Brentford Drive, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to approve Resolution  
Supporting the Development of Affordable Rental Housing on the southwest corner  
of Beechnut and Brentford Drive, Precinct 2.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. Take all appropriate action on Road Easement conveying 8.69691 acre tract of land to the City of Missouri City, pursuant to Interlocal Agreement for Regional Road Improvements, and record same in the Official Public Records of Fort Bend County, Texas.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to approve Road Easement  
conveying 8.69691 acre tract of land to the City of Missouri City, pursuant to  
Interlocal Agreement for Regional Road Improvements, and record same in the  
Official Public Records of Fort Bend County, Texas.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**25. CONSTABLE, PCT. 4:**

**Take all appropriate action on Grant Application 2761501 and Resolution to the Office of the Governor, Criminal Justice Division for grant funding in the amount of \$55,451.13 for the Fort Bend Constables Video Equipment Grant with no cash match required by Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Grant Application  
2761501 and Resolution to the Office of the Governor, Criminal Justice Division for  
grant funding in the amount of \$55,451.13 for the Fort Bend Constables Video  
Equipment Grant with no cash match required by Fort Bend County.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Note: This is for use for all four Constables.

**26. COUNTY CLERK:**

**Take all appropriate action on request to authorize payment by Invoice Transmittal in the amount of \$3,500.00 to Destiny Software, Inc. for services provided without a purchase order regarding archive of historical documents. (Fund: County Clerk, Records Management, Fees)**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of \$3,500.00 to Destiny Software, Inc. for services provided without a purchase order regarding archive of historical documents. (Fund: County Clerk, Records Management, Fees)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Dianne Wilson, County Clerk, stated that Commissioners Court minutes from 1838 to the present are now on the county's website.

**27. DISTRICT ATTORNEY**

- A. Take all appropriate action on Grant Application and Resolution to the Office of the Governor, Criminal Justice Division, for grant funding in the amount of \$79,625 for the Violence Against Women Prosecutor program for FY 2015, with a cash match by the County in the amount of \$53,866, for a total program budget of \$133,491 for the period of September 1, 2014 through August 31, 2015; authorize County Judge to sign all documents pertaining to the Application. (Fund: District Attorney)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Grant Application and Resolution to the Office of the Governor, Criminal Justice Division, for grant funding in the amount of \$79,625 for the Violence Against Women Prosecutor program for FY 2015, with a cash match by the County in the amount of \$53,866, for a total program budget of \$133,491 for the period of September 1, 2014 through August 31, 2015; authorize County Judge to sign all documents pertaining to the Application. (Fund: District Attorney)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes



**Item 27 continued - District Attorney:**

- B. Take all appropriate action on Grant Application and Resolution to the Office of the Governor, Criminal Justice Division, for grant funding in the amount of \$43,500 for the Violence Against Woman Investigator Program for FY 2015, with a cash match by the County in the amount of \$53,467, for a total program budget of \$100,467 for the period of September 1, 2014 through August 31, 2015; authorize County Judge to sign all documents pertaining to the Application. (Fund: District Attorney)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Grant Application and Resolution to the Office of the Governor, Criminal Justice Division, for grant funding in the amount of \$43,500 for the Violence Against Woman Investigator Program for FY 2015, with a cash match by the County in the amount of \$53,467, for a total program budget of \$100,467 for the period of September 1, 2014 through August 31, 2015; authorize County Judge to sign all documents pertaining to the Application. (Fund: District Attorney)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on Grant Application and Resolution to the Office of the Governor, Criminal Justice Division, for grant funding in the amount of \$73,198 for the Victim Witness Staff Expansion Program for FY 2015, with a cash match by the County in the amount of \$55,537, for a total program budget of \$128,735 for the period of September 1, 2014 through August 31, 2015; authorize County Judge to sign all documents pertaining to the Application. (Fund: District Attorney)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Grant Application and Resolution to the Office of the Governor, Criminal Justice Division, for grant funding in the amount of \$73,198 for the Victim Witness Staff Expansion Program for FY 2015, with a cash match by the County in the amount of \$55,537, for a total program budget of \$128,735 for the period of September 1, 2014 through August 31, 2015; authorize County Judge to sign all documents pertaining to the Application. (Fund: District Attorney)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**28. ENGINEERING:**

**Take all appropriate action on request to close the Coen Road Bridge over Briscoe Canal, #080-AA0564-001, for replacement of the bridge by Gulf Coast Water Authority and Fort Bend County Road & Bridge, effective March 1, 2014 until construction is complete, Pct. 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to close the Coen Road Bridge over Briscoe Canal, #080-AA0564-001, for replacement of the bridge by Gulf Coast Water Authority and Fort Bend County Road & Bridge, effective March 1, 2014 until construction is complete, Precinct 1.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**29. INFORMATION TECHNOLOGY:**

**Take all appropriate action on Vulnerability Assessment to be performed by the Texas Department of Information Resources (DIR) Network and Security Operations Center, at no cost to Fort Bend County.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Vulnerability Assessment to be performed by the Texas Department of Information Resources (DIR) Network and Security Operations Center, at no cost to Fort Bend County.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**30. JUVENILE PROBATION & DETENTION:**

- A. Take all appropriate action on Application to the Office of the Governor, Criminal Justice Division, General Juvenile Justice and Delinquency Programs, for grant funding in the amount of \$61,641 to continue for the Transitions Work/Study Program, with a cash match of \$3,525 by Fort Bend County for the period of September 1, 2014 through August 31, 2015, and authorize electronic submission of the Application, as approved by the Juvenile Board on February 12, 2014. (Fund: Juvenile Detention & Probation Department)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Application to the Office of the Governor, Criminal Justice Division, General Juvenile Justice and Delinquency Programs, for grant funding in the amount of \$61,641 to continue for the Transitions Work/Study Program, with a cash match of \$3,525 by Fort Bend County for the period of September 1, 2014 through August 31, 2015, and authorize electronic submission of the Application, as approved by the Juvenile Board on February 12, 2014. (Fund: Juvenile Detention & Probation Department)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. Take all appropriate action on Application to the Office of the Governor, Criminal Justice Division, General Juvenile Justice and Delinquency Programs, for grant funding in the amount of \$125,000 for a Group Mentoring Program for Female Juvenile Offenders, with no additional funds required by the County for the period of September 1, 2014 through August 31, 2015, and authorize electronic submission of the Application, as approved by the Juvenile Board on February 12, 2014.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Application to the Office of the Governor, Criminal Justice Division, General Juvenile Justice and Delinquency Programs, for grant funding in the amount of \$125,000 for a Group Mentoring Program for Female Juvenile Offenders, with no additional funds required by the County for the period of September 1, 2014 through August 31, 2015, and authorize electronic submission of the Application, as approved by the Juvenile Board on February 12, 2014.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**31. OFFICE OF EMERGENCY MANAGEMENT:****A. Take all appropriate action on update to the Fort Bend County Emergency Operations Plan, Annex T, Donations Management.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve update to the Fort Bend County Emergency Operations Plan, Annex T, Donations Management.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**B. Take all appropriate action on update to the Fort Bend County Emergency Operations Plan, Annex U, Legal.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to approve update to the Fort Bend County Emergency Operations Plan, Annex U, Legal.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**C. Take all appropriate action on update to the Memorandum of Understanding (MOU) between Fort Bend County and Adventist Community Services regarding the County's Donation Management Plan.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to approve update to the Memorandum of Understanding (MOU) between Fort Bend County and Adventist Community Services regarding the County's Donation Management Plan.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**32. PUBLIC TRANSPORTATION:**

**Take all appropriate action on Amendment #01 to Federal Transit Administration (FTA) Project ID# TX-90-Y026-00, adding the remaining Fort Bend County allocation of FY2012 Section 5307 funds in the amount of \$1,706,134, for a new federal total of \$3,473,835 and a total of \$1,736,918 in Transportation Development Credits (TDCs) being used in lieu of local match, authorize County Judge to sign, and Director of Public Transportation to electronically submit the Amendment.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment #01 to Federal Transit Administration (FTA) Project ID# TX-90-Y026-00, adding the remaining Fort Bend County allocation of FY2012 Section 5307 funds in the amount of \$1,706,134, for a new federal total of \$3,473,835 and a total of \$1,736,918 in Transportation Development Credits (TDCs) being used in lieu of local match, authorize County Judge to sign, and Director of Public Transportation to electronically submit the Amendment.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**33. PURCHASING:**

**A. Take all appropriate action on request to modify Purchase Order 106466 to Alpha Data Corporation to add \$722.10 for freight charges. (Fund: Facility Bonds)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to modify Purchase Order 106466 to Alpha Data Corporation to add \$722.10 for freight charges. (Fund: Facility Bonds)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 33 continued - Purchasing:**

- B. Take all appropriate action on request to purchase upgrade of emergency operation center consolette radios from Motorola Solutions, Inc. utilizing Houston-Galveston Area Council Contract RA05-12, for an amount not to exceed \$400,326. (Fund: Office of Emergency Management, Urban Area Security Initiative - UASI - Grant)**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to purchase upgrade of emergency operation center consolette radios from Motorola Solutions, Inc. utilizing Houston-Galveston Area Council Contract RA05-12, for an amount not to exceed \$400,326. (Fund: Office of Emergency Management, Urban Area Security Initiative - UASI - Grant)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on Agreement between Fort Bend County and Homeland Preparedness Project, pursuant to SOQ 07-038, in an amount not to exceed \$50,000 to provide public health volunteer training. (Fund: Office of Emergency Management ,UASI Grant)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Homeland Preparedness Project, pursuant to SOQ 07-038, in an amount not to exceed \$50,000 to provide public health volunteer training. (Fund: Office of Emergency Management ,UASI Grant)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- D. Take all appropriate action on request for price increase and renewal from TFR Enterprises, Inc. pursuant to Bid 05-056, for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to approve price increase and renewal from TFR Enterprises, Inc. pursuant to Bid 05-056, for Debris Clearing, Removal and Disposal, and Operation of Temporary Debris Staging and Reduction Sites.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 33 continued - Purchasing:**

- E. Take all appropriate action on request to modify Janitorial Services at the Missouri City Annex, specifically to add additional space, pursuant to Bid 10-005.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison  
Duly put and unanimously carried (5-0), it is ordered to modify Janitorial Services at the Missouri City Annex, specifically to add additional space, pursuant to Bid 10-005.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- F. Take all appropriate action on request to add the Central Appraisal District facility to Bid 10-028 for fire alarm monitoring from Casteel Automatic Fire Protection, Inc. (Fund: Facilities)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to add the Central Appraisal District facility to Bid 10-028 for fire alarm monitoring from Casteel Automatic Fire Protection, Inc. (Fund: Facilities)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- G. Take all appropriate action on request to renew Software Maintenance Agreement between Fort Bend County and Trapeze Software Group, Inc., pursuant to RFP 06-101, for an amount not to exceed \$22,609 effective March 1, 2014 through February 28, 2015. (Fund: Public Transportation)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to renew Software Maintenance Agreement between Fort Bend County and Trapeze Software Group, Inc., pursuant to RFP 06-101, for an amount not to exceed \$22,609 effective March 1, 2014 through February 28, 2015. (Fund: Public Transportation)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 33 continued - Purchasing:**

- H. Take all appropriate action on Lease Agreement between Fort Bend County and Great Harvest Bread Company for lease of property for food cart service adjacent to the Justice Center, pursuant to RFP 14-018.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Lease Agreement between Fort Bend County and Great Harvest Bread Company for lease of property for food cart service adjacent to the Justice Center, pursuant to RFP 14-018.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- I. Take all appropriate action on Lease Agreement between Fort Bend County and Super Delicious Coffee for lease of property for food cart service adjacent to the Justice Center, pursuant to RFP 14-018.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Lease Agreement between Fort Bend County and Super Delicious Coffee for lease of property for food cart service adjacent to the Justice Center, pursuant to RFP 14-018.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- J. Take all appropriate action on RFP 14-037 for the Lease of Property at 900 Morton Street.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to enter into contract negotiations with Morton Cemetery Association on RFP 14-037 for the Lease of Property at 900 Morton Street.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes



**Item 33 continued - Purchasing:****K. Take all appropriate action on SOQ 14-028 for Investment Broker Dealers.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve list for SOQ 14-028 for Investment Broker Dealers.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Note: Investment Broker Dealers are as follows - CastleOaks Securities LP, Coastal Securities Inc., Comerica, D. A. Davidson & Co., Duncan-Williams Inc., First Southwest, Frost Bank, Great Pacific Securities, Multi-Bank Securities Inc. (MBS), Raymond James & Assoc. Inc., Rice Securities LLC, Shearson Financial Services LLC and Wells Fargo Securities LLC.

**L. Take all appropriate action on 2013 Master Interlocal Agreement for participation in the Texas Conference of Urban Counties TechShare Program.**

Pulled.

**M. Take all appropriate action on Texas Conference of Urban Counties TechShare Common Integrated Justice System FY2014 Resource Sharing Addendum in an amount not to exceed \$219,863. (Fund: Information Technology and Justice of the Peace, Pct. 3)**

Pulled.

**N. Take all appropriate action on 2nd Addendum to Agreement between Fort Bend County and Jesse A. Reid III, Ph.D., d/b/a Aware/Aware, Inc., for an amount not to exceed \$23,150 to provide psychological services through September 30, 2014. (Fund: Sheriff, Enforcement)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve 2nd Addendum to Agreement between Fort Bend County and Jesse A. Reid III, Ph.D., d/b/a Aware/Aware, Inc., for an amount not to exceed \$23,150 to provide psychological services through September 30, 2014. (Fund: Sheriff, Enforcement)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**34. SHERIFF'S OFFICE:**

- A. Take all appropriate action on request to authorize payment by Invoice Transmittal in the amount of \$316.00 to Harris County Hospital District for medical services provided without a purchase order. (Fund: Sheriff, Enforcement, Professional Services)**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to authorize payment by Invoice Transmittal in the amount of \$316.00 to Harris County Hospital District for medical services provided without a purchase order. (Fund: Sheriff, Enforcement, Professional Services)

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. Take all appropriate action on Interlocal Agreement between Fort Bend County and City of Houston to participate in the Internet Crimes Against Children Task Force Program in the Houston Metropolitan Area.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and City of Houston to participate in the Internet Crimes Against Children Task Force Program in the Houston Metropolitan Area.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on request for a new position in the Sheriff's Office, Investigator, Grade 10 of the Law Enforcement Policy Group, effective February 25, 2014, funded as stipulated within terms of the Interlocal Agreement - Internet Crimes Against Children Task Force Program.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve a new position in the Sheriff's Office, Investigator, Grade 10 of the Law Enforcement Policy Group, effective February 25, 2014, funded as stipulated within terms of the Interlocal Agreement - Internet Crimes Against Children Task Force Program.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 34 continued - Sheriff's Office:**

- D. Take all appropriate action on request to transfer the amount of \$5,175 from Non-Departmental Contingency into Sheriff's Office, Grant Allocations to allocate funds for County portion of new Investigator Position for the Internet Crimes Against Children Task Force Program.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$5,175 from Non-Departmental Contingency into Sheriff's Office, Grant Allocations to allocate funds for County portion of new Investigator Position for the Internet Crimes Against Children Task Force Program.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**35. Approve Bills.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$10,675,724.30.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**36. Ratify the release of time sensitive bills by Auditor on February 20, 2014.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to ratify the release of time sensitive bills by Auditor on February 20, 2014 in the amount of \$1,273,174.38.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Recess:**

Recessed at 1:32 p.m.

**37. 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.

- 1. Threatened Litigation: Consent Order of the Texas Commissioner of Workers' Compensation, TDI Enforcement File No. 4787.**
- 2. Mathis 8 acres at Golfview and Williams Way.**
- 3. Techshare Program.**
- 4. HIPAA Requirements.**

**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.

- 1. Spur 10, Texas Department of Transportation 90/10 Reimbursement Project, Pct. 1.**
- 2. Old Richmond Road, Precinct 4.**

Pulled.

**Closed Session:**

Convened at 1:52 p.m.  
Adjourned at 3:02 p.m.

**Reconvene:**

Reconvened at 3:05 p.m.

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

**A. § 551.071. Consultation With Attorney.**

**1. Threatened Litigation: Consent Order of the Texas Commissioner of Workers' Compensation, TDI Enforcement File No. 4787.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage Duly put and unanimously carried (5-0), it is ordered to approve the terms and provisions of the proposed Consent Order (Exhibit "A") entered by and between Fort Bend County and the Texas Commissioner of Worker's Compensation in TDI Enforcement file #4787 and to authorize Wyatt Scott, as Director of Risk Management, to execute and deliver such Consent Order for and on behalf of Fort Bend County in full and final settlement of said TDI Enforcement file #4787.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**2. Mathis 8 acres at Golfview and Williams Way.**

No action.

**3. Techshare Program.**

No action.

**4. HIPAA Requirements.**

No action.

**B. § 551.072. Deliberation Regarding Real Property.**

**1. Spur 10, Texas Department of Transportation 90/10 Reimbursement Project, Pct. 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 17 in the amount of \$144,127.00 and Parcel 18 in the amount of \$105,873.00 of the Spur 10 Mobility Project plus necessary costs not to exceed \$5,000.00 each with funds from Right of Way Fund and authorize the County Judge to execute all necessary documentation.

Judge Hebert	Yes
Commissioner Morrison	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**2. Old Richmond Road, Precinct 4.**

Pulled.

**39. Adjournment.**

Commissioners Court adjourned at 3:08 p.m. on Tuesday, February 25, 2014.

  
Initial

11-3-2014

Date

Fort Bend County, Texas

County: Fort Bend  
District: Houston  
ROW CSJ #: 

1)	SH 36	0187-05-056
2)	US 90A	0027-06-054
3)	US 90A	0027-06-059
4)	FM 1640	1683-01-039

  
CCSJ #: 

1)	SH 36	0187-05-045
2)	US 90A	0027-06-046
3)	US 90A	0027-06-056
4)	FM 1640	1683-01-037

Federal Project #

CFDA # 20.205

Not Research and Development

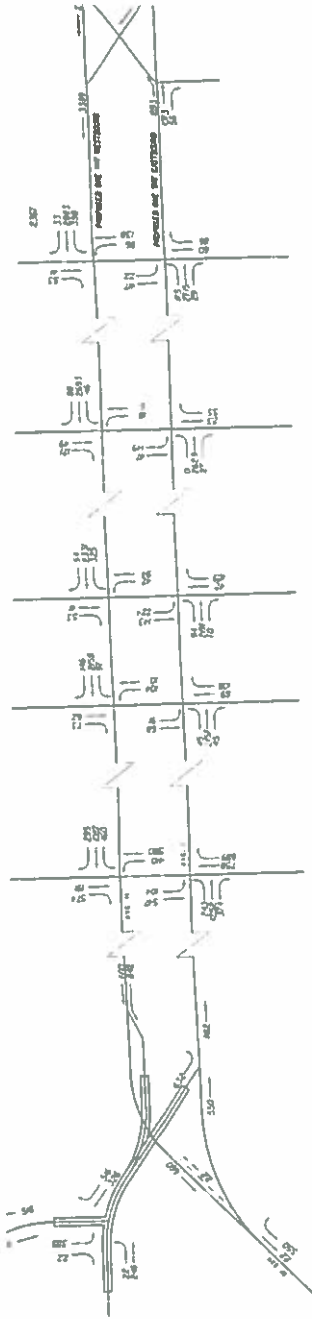
## ATTACHMENT B LOCATION MAP SHOWING PROJECT

Please See Attachment B, Pages 2-4 for Project Layout





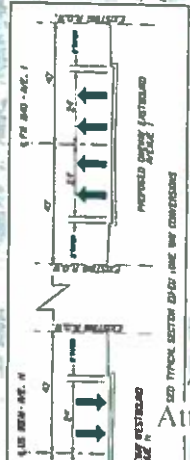
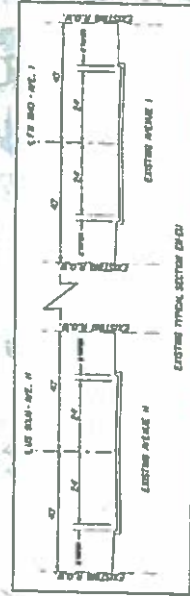




PROJECTED YEAR 2024 TRAFFIC DIAGRAM  
ONE WAY PAIR - (PM PEAK)

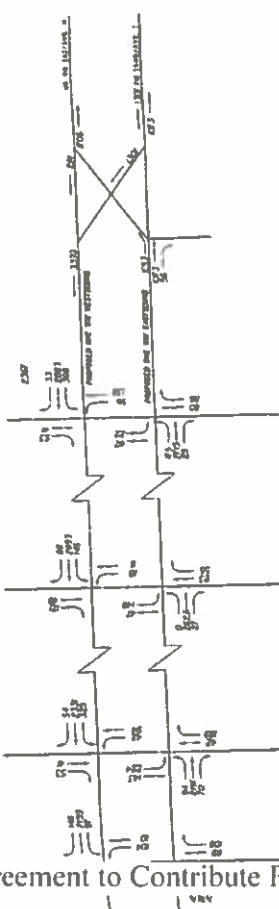
1) US 590A  
One-Way Pair Project  
ROW CSJ 0027-06-056  
Limits Spur 529 to Mike Street  
Construction CSJ 0027-06-056  
Limits Spur 529 To Mike Street  
Work WB One-Way Pair Criss-Cross Intersections

4) FM 1640  
One-Way Pair Project  
ROW CSJ 1683-01-037  
Limits Spur 529 to Mike Street  
FM 1640 Construction CSJ 1683-01-037  
Limits From George St. To Mike St.  
Work EB One-Way Pair Criss-Cross Intersections



11-3-2019  
Date  
Fort Bend County, Texas  
Initial

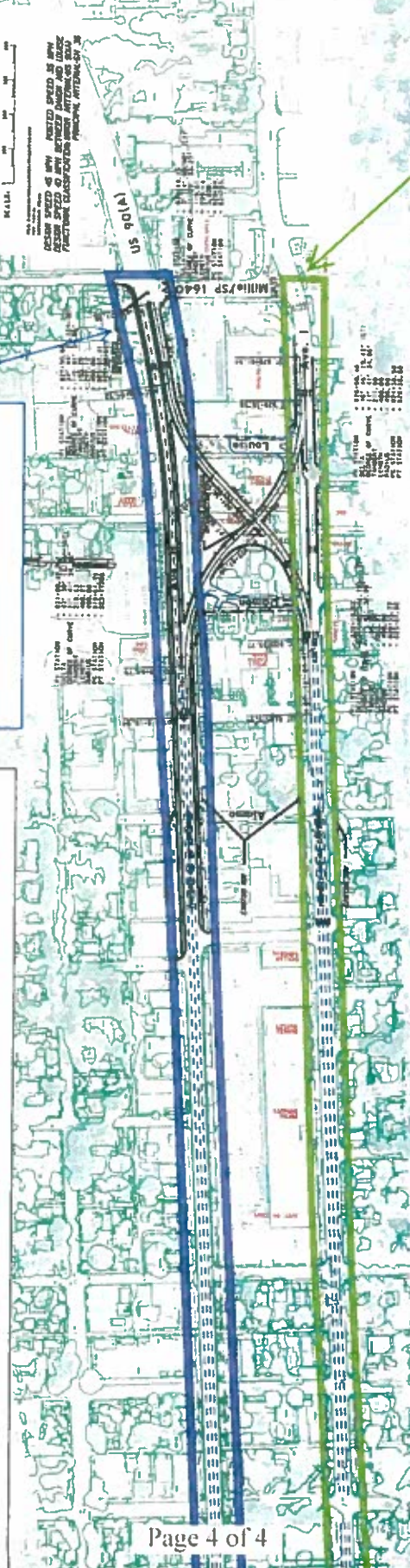




CT, YEAR 2024 TRAFFIC DIAGRAM  
IN, WAY PAIR - (PM PEAK)

NOT A BIDDING DOCUMENT  
THIS WORKSHEET PROVIDES  
GENERAL INFORMATION ONLY  
FOR THE PROJECT

US 90A  
One-Way Pair Project  
ROW CSJ 0027-06-059  
Limits Spur 529 to Mile Street  
Construction CSJ's  
US90A 0027-06-056  
Limits Spur 529 To Mile Street  
Work WB One-Way Pair Cross-Cross Intersections  
Construction CSJ 1683-01-037  
Limits From George St. To Mile St.  
Work EB One-Way Pair Cross-Cross Intersections



4) FM 1640  
One-Way Pair Project  
ROW CSJ 1683-01-039  
Limits Spur 529 to Mile Street  
Construction CSJ 1683-01-037  
Limits From George St. To Mile St.  
Work: EB One-Way Pair Cross-Cross Intersections

11-3-2014  
Date  
Fort Bend County, Texas

  
Initial

11-3-2014  
Date  
Fort Bend County, Texas

County: Fort Bend  
District: Houston  
ROW CSJ #:

1)	SH 36:	0187-05-056
2)	US 90A:	0027-06-054
3)	US 90A:	0027-06-059
4)	FM 1640:	1683-01-039

CCSJ #:

1)	SH 36:	0187-05-045
2)	US 90A:	0027-06-046
3)	US 90A:	0027-06-056
4)	FM 1640:	1683-01-037

Federal Project #  
CFDA # 20.205  
Not Research and Development

## Standard Agreement to Contribute State Performs Work Attachment C

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Initial

11-3-2014

Date

Fort Bend County, Texas

County: Fort Bend  
District: Houston

ROW CSJ #: 1) SH 36 0187-05-056  
2) US 90A 0027-06-054  
3) US 90A 0027-06-059  
4) FM 1640 1683-01-039

CCSJ #: 1) SH 36 0187-05-045  
2) US 90A 0027-06-046  
3) US 90A 0027-06-056  
4) FM 1640 1683-01-037

Federal Project #

CFDA # 20.205

Not Research and Development

1) SH 36, ROW CSJ 0187-05-056, Construction CSJ 0187-05-045					
Description	TTL Est. Cost	State Participation		Local Participation	
		%	Cost	%	Cost
ROW Acquisition	\$1,263,840.5	90	\$1,137,456.5	10	\$126,384.1
Reimbursable Utility Adjustments	\$39,087.9	90	\$35,179.1	10	\$3,908.8
Joint Bid Utility Adjustments	\$0.0	90	\$0.0	10	\$0.0
<b>SUBTOTAL</b>	<b>\$1,302,928.4</b>		<b>\$1,172,635.5</b>		<b>\$130,292.8</b>

2) US90A, ROW CSJ 0027-06-054, Construction CSJ 0027-06-046					
Description	TTL Est. Cost	State Participation		Local Participation	
		%	Cost	%	Cost
ROW Acquisition	\$2,786,537.7	90	\$2,507,883.9	10	\$278,653.8
Reimbursable Utility Adjustments	\$86,181.6	90	\$77,563.4	10	\$8,618.2
Joint Bid Utility Adjustments	\$0.0	90	\$0.0	10	\$0.0
<b>SUBTOTAL</b>	<b>\$2,872,719.2</b>		<b>\$2,585,447.3</b>		<b>\$287,271.9</b>

3) US90A, ROW CSJ 0027-06-059, Construction CSJ 0027-06-056					
Description	TTL Est. Cost	State Participation		Local Participation	
		%	Cost	%	Cost
ROW Acquisition	\$794,155.6	90	\$714,740.0	10	\$79,415.6
Reimbursable Utility Adjustments	\$24,561.5	90	\$22,105.4	10	\$2,456.2
Joint Bid Utility Adjustments	\$0.0	90	\$0.0	10	\$0.0
<b>SUBTOTAL</b>	<b>\$818,717.1</b>		<b>\$736,845.4</b>		<b>\$81,871.7</b>

4) US90A, ROW CSJ 1683-01-039, Construction CSJ 1683-01-037					
Description	TTL Est. Cost	State Participation		Local Participation	
		%	Cost	%	Cost
ROW Acquisition	\$5,466.2	90	\$4,919.6	10	\$546.6
Reimbursable Utility Adjustments	\$169.1	90	\$152.2	10	\$16.9
Joint Bid Utility Adjustments	\$0.0	90	\$0.0	10	\$0.0
<b>SUBTOTAL</b>	<b>\$5,635.3</b>		<b>\$5,071.8</b>		<b>\$563.5</b>

Estimated Cost

\$5,000,000.0

State Participation

\$4,500,000.0

Local Participation

\$500,000.0



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

October 14, 2014

Commissioner Richard Morrison  
1517 Eugene Heimann Circle  
Richmond, TX 77469

March 25, 2014  
**AGENDA ITEM II A**

RE: US 90A  
ROW CSJ #: 1) SH 36: 0187-05-056  
2) US 90A: 0027-06-054  
3) US 90A: 0027-06-059  
4) FM 1640: 1683-01-039  
CCSJ #: 1) SH 36: 0187-05-045  
2) US 90A: 0027-06-046  
3) US 90A: 0027-06-056  
4) FM 1640: 1683-01-037

Approved As To Legal Form:

*[Signature]* 10/31/2014  
Asst. County Atty. Date

Dear Commissioner Morrison:

Please find attached three revised copies of the Advance Funding Agreement (Agreement) between Fort Bend County and the Texas Department of Transportation (TxDOT) for the contribution of Right of Way (ROW) and utility relocation funds. The changes were required by the ROW Administration to better represent the various interlaced highway facilities, related mapping and estimated costs for each respective project.

This project(s) involve replacement of the existing railroad underpasses at SH 36 and US 90A and the one-way pair conversion in Rosenberg, Texas. As outlined in the Agreement, Fort Bend County will contribute 10 percent of the estimated ROW and utility adjustment cost incurred by TxDOT for the subject project. Upon full execution by the State, the County will be required to submit a check or warrant in the amount of \$500,000.00 made payable to TxDOT.

Should you have questions or comment regarding this matter please contact Mr. Gary L. Ray at (713) 802-5917, or me directly at (713) 802-5687.

Sincerely,

*[Signature]*  
Rudy P. Egua  
East Right of Way Project Delivery Supervisor

Attachments  
Cc: Mr. Gary L. Ray

NOV 03 2014