



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

August 12, 2015

CERTIFIED MAIL 7014 1820 0000 2852 3395

Richard W. Stolleis, P.E.  
County Engineer  
Fort Bend County  
301 Jackson  
Richmond, Texas 77469

RE: CSJ: 0111-03-059  
FM 521 Widening

Dear Mr. Stolleis:

Please find attached one fully executed counterpart of the Advance Funding Agreement for the subject project. We request that you retain this agreement in your permanent records.

Please contact me at (713) 802-5501 should you have any questions regarding this matter.

Sincerely,

Mark D. Patterson, P.E.  
Director of Consultant  
Contract Administration  
Houston District

Attachments

STATE OF TEXAS           §  
COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For A State and Locally Funded On-System Project**

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

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 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**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114213, authorizing the State to undertake and complete a highway improvement generally described as widening FM 521 from 2 to 4 lanes from FM 2234 to SH 6 called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated July 7, 2015, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

**AGREEMENT**

**1. Period of the Agreement**

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. Scope of Work

The State will review environmental documents, right of way maps, utility adjustments and design plans, specifications, and estimates (PS&E) developed by the Local Government for the widening of FM 521 from 2 to 4 lanes from FM 2234 to SH 6 as shown on Attachment "B".

## 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, 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 are shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. 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 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.
- C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant 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 the State Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government 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 advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M.** When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.
- O.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are

incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- Q.** The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

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;
- C.** The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D.** 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.

#### **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 amendment.

#### **6. 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.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

**11. Construction Responsibilities**

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 13. Right of Way and Real Property

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may

not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

#### 14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

CSJ # 0111-03-059  
District # 12 - Houston  
Code Chart 64 # 50080  
Project: FM 521 Widening  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

<b>Local Government:</b>	<b>State:</b>
County Engineer  Fort Bend County Engineering Department  301 Jackson Street  Richmond, Texas 77469	Director of Contract Services Office  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person 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 carried out by the other party.

**15. 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, such 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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 agreement's subject matter.

**20. 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.

**21. 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.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, 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 contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the 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.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (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).

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

- A. The parties shall comply with the Disadvantaged Business Enterprise 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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

- 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 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 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 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.*

## 25. Debarment Certifications

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 and its principals are 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, to include principals, 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.

## 26. 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 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, subgrants, 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 U.S.C. §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 such failure.

## 27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 28. 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 (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) 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.

**29. 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 are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management 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/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold 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 \$\_\_\_\_\_ 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.

**30. Signatory Warranty**

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

CSJ # 0111-03-059  
District # 12 - Houston  
Code Chart 64 # 50080  
Project: FM 521 Widening  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**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

\_\_\_\_\_  
Date

*July 7, 2015*

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart

Director of Contract Services  
Texas Department of Transportation

\_\_\_\_\_  
Date

*08/10/15*

CSJ # 0111-03-059  
District # 12 - Houston  
Code Chart 64 # 50080  
Project: FM 521 Widening  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

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

APPROVAL OF MINUTES  
COMMISSIONERS COURT  
FORT BEND COUNTY

I, Laura Richard, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 7th day of July, 2015.

Laura Richard  
LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Monson seconded by Commissioner Meyers, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 14th day of July, 2015.

Robert E. Hebert  
ROBERT E. HEBERT, COUNTY JUDGE

**MINUTES**

BE IT REMEMBERED, That on this 7TH DAY of JULY, 2015, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
LINDA WILLIS FOR LAURA RICHARD	COUNTY CLERK

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

1. **Call to Order.**

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

2. **Invocation and Pledge of Allegiance by Commissioner Grady Prestage.**

Invocation and Pledge of Allegiance by Commissioner Grady Prestage.

3. **Approve minutes of regular meeting held on June 23, 2015.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve minutes of regular meeting held on June 23, 2015.

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

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

No public comments.

5. **PUBLIC HEARINGS: 1:00 p.m.: Conduct Public Hearings and take all appropriate action on the following matters:**

- A. **Acceptance of the traffic control plans for Providence at Riverstone, Section 2, Precinct 4.**
- B. **Acceptance of the traffic control plans for Long Meadow Farms, Section 32, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve items 5A and 5B.

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

- C. **Replat: Grand Corner Reserves Partial Replat No. 6, Precinct 3.**
- D. **Replat: Satya Morton, being a replat of Restricted Reserve "A" of Long Meadow Farms Commercial Reserve Sec. 4 Amending Plat No. 1, Precinct 4.**

No action for items 5C and 5D.

Public hearing held. No public comments.

**CONSENT AGENDA ITEMS 6 - 24**

- 6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
  - A. **Sheriff's Office: Ratify travel by J. Pannell to Kaplan, Louisiana, June 22-26, 2015, for K-9 recertification. (Fund: Sheriff, Forfeited Assets, Federal)**
  - B. **Sheriff's Office: Ratify travel by R. Williamson to Calico Rock, Arkansas, June 22-23, 2015, to extradite prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
  - C. **Sheriff's Office: Ratify travel by J. Hernandez to Opelousas, Louisiana on June 23, 2015, to extradite prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
  - D. **Sheriff's Office: Ratify travel by J. Orlop and J. Hernandez to Lake Charles, Louisiana, June 29, 2015, to extradite prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)**
  - E. **Sheriff's Office: F. Becker, M. Carter and C. Hillegeist to Chicago, Illinois, October 23-28, 2015 to attend the International Association of Chiefs of Police (IACP) Annual Conference. (Fund: Sheriff's Office, Commissary)**

7. **COUNTY JUDGE:**

- A. **Record into Minutes the comprehensive Financial Audit for the year ending December 31, 2014, as prescribed by Health & Safety Code Section 775.082 for Fort Bend County Emergency Services District No. 1.**
- B. **Record into Minutes the Continuation Certificate for the Public Official Bond of John Steffes, Treasurer for Fort Bend County Emergency Services District No. 1 in the amount of \$100,000 effective February 11, 2015 through February 11, 2016.**
- C. **Record into Minutes the comprehensive Financial Audit for the year ending December 31, 2014, as prescribed by Health & Safety Code Section 775.082 for Fort Bend County Emergency Services District No. 2.**
- D. **Record into Minutes the Public Official Bond for Pamela Henry, as Treasurer for Fort Bend County Emergency Services District No. 3 in the amount of \$100,000 effective December 31, 2014 through December 31, 2015.**

8. **COMMISSIONER, PCT. 1:**

- A. **Approve the reappointment of Dr. May Tape to Position No. 5 representing Fort Bend County on the Texana Center Board of Trustees for a two year term commencing September 1, 2015.**
- B. **Approve the reappointment of John P. Willmann as Director to the Fort Bend County Children's Protective Services Board for a three year term, effective through August 13, 2018.**
- C. **Approve the reappointment of Gary Pochyla and Linda Jacks, and the appointment of Kent Savage as Directors to the Fort Bend County Levee Improvement District No. 6 for a term of four years, effective through June 5, 2019.**
- D. **Approve payment of Invoice No. 430-03 in the amount of \$50,179.10 to Transportation Economics & Management System, Inc. for professional services regarding the Highway 36 Corridor Rail Study. (Fund: Hwy 36 Corridor Project)**

9. **COMMISSIONER, PCT. 3:**

- A. **Accept the resignation of Melody Hess from the Board of Directors of Fort Bend County Toll Road Authority and approve the appointment of Dean Hrbacek to fill the term as Director effective July 7, 2015 through January 22, 2016.**
- B. **Accept the resignation of Melody Hess from the Board of Directors of Fort Bend Grand Parkway Toll Road Authority and approve the appointment of Dean Hrbacek to fill the term as Director effective July 7, 2015 through January 22, 2016.**

**Item 9 continued - Commissioner Pct. 3:**

- C. **Approve the appointment of Melody Hess to Position No. 3 on the Board of Directors for City of Katy Tax Increment Reinvestment Zone (TIRZ) No. 1 for a two year term effective through July 5, 2017.**
- D. **Approve the appointment of Dr. Betty Baitland to Fort Bend County Children's Protective Services Welfare Board of Directors for a term effective August 1, 2015 through July 31, 2018.**

10. **COMMISSIONER, PCT. 4:**

**Approve the reappointment of John Mukoro as Commissioner of the Fort Bend County Emergency Services District No. 5, for a term effective through December 31, 2016.**

11. **AUDITOR:**

**Accept Monthly Financial Report prepared by the County Auditor for month ending April 30, 2015, pursuant to Local Government Code Section 114.023.**

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

- A. **AgriLife Extension Office: Approve transfer in the amount of \$85 from Office Supplies into Information Technology to allocate funds into correct line item for the purchase of computer related equipment.**
- B. **Constable, Pct. 4: Approve transfer in the amount of \$230 from Capital Acquisitions into Fees to allocate funds into correct line item for service contract expenditure.**
- C. **Fairgrounds: Approve transfer in the amount of \$15,000 from Salaries into Fees to allocate funds for daily operations at the Fairgrounds through September 30, 2015.**
- D. **Commissioner, Pct. 4: Approve transfer in the amount of \$1,515 from Temporary Part-Time into Information Technology to allocate funds for the purchase of a wireless presentation system for the Precinct 4 Conference Room.**
- E. **Sheriff's Office - Enforcement: Approve transfer in the amount of \$19,113 from Capital Acquisitions into Property and Equipment to allocate funds into correct line item for the purchase of uninterruptible power supply (UPS) battery replacement.**

13. **COMMUNITY DEVELOPMENT:**

**Approve the Scope of Work Exhibit to accept funds for the FY 2014 Continuum of Care Program Competition in the amount of \$239,197 from U.S Department of Housing and Urban Development, pursuant to Project #TX0353L6E001402, and the County's application approved by Commissioners Court on October 7, 2014, to provide monthly rental assistance for victims of domestic violence; authorize County Judge to sign the Scope of Work Exhibit for the period of October 1, 2015 through September 30, 2016.**

14. **ELECTIONS ADMINISTRATION:**

**Record into Minutes the Continuation Certification for the Official Bond and Oath by John Oldham, Fort Bend County Elections Administrator, in the amount of \$20,000 effective June 18, 2015 through June 18, 2016.**

15. **ENGINEERING:**

- A. **Approve payment of Invoice No. 00368573 in the amount of \$5,184.00 to PSI, Inc. for construction materials testing services regarding Williams Way, Mobility Bond Project No. 747, Precinct 1. (Fund: 2007 Mobility Bonds)**
- B. **Approve payment of Invoice No. 5 in the amount of \$648,213.81 to Allgood Construction Co. Inc., regarding Brand Lane, Mobility Project Nos. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)**
- C. **Approve payment of Invoice No. 459301/39/II in the amount of \$372,750.24 to Dannenbaum Engineering Corporation for professional services regarding FM 1093/ Westpark from State Highway 99 to west of FM 359, Mobility Bond Project No. 748, Precinct 3. (Fund: 2007 Mobility Bonds)**
- D. **Approve payment of Invoice No. 39211 in the amount of \$14,386.50 to Costello, Inc. for professional services regarding Old Richmond Road, Mobility Bond Project No. 730, Precincts 3 and 4. (Fund: 2007 Mobility Bonds)**
- E. **Approve payment of Invoice No. 13FB105 in the amount of \$12,216.72 to Progressive Consulting Engineers, PLLC for professional services regarding Congestion Mitigation, Mobility Bond Project No. X23, Precinct 3. (Fund: 2007 Mobility Bonds)**
- F. **Approve payment of Invoice No. 25297 in the amount of \$754.10 to Terra Associates, Inc. for professional services regarding Sansbury Boulevard, Mobility Bond Project No. 13111, Precinct 1. (Fund: 2013 Mobility Bonds)**
- G. **Approve payment of Invoice No. 4 in the amount of \$29,102.94 to FCM Engineers, P.C. for professional services regarding Bellaire Boulevard, from San Pablo Drive to FM 1464, Mobility Bond Project No. 13202, Precinct 2. (Fund: 2013 Mobility Bonds)**
- H. **Approve payment of Invoice No. 5-150894 in the amount of \$13,800.00 to Brown & Gay Engineers, Inc. for professional services regarding Spring Green, Mobility Bond Project No. 13318, Precinct 3. (Fund: 2013 Mobility Bonds)**
- I. **Approve payment of Invoice No. 10529 in the amount of \$67,211.25 to IDC, Inc. for professional services regarding Sansbury Boulevard, Mobility Bond Project No. 13111, Precinct 1. (Fund: 2013 Mobility Bonds)**
- J. **Approve releasing performance bond #46BSBGJ8109 in the amount of \$65,000.00 to BRH – Garver Construction, L.P. for completion of work on Sims Bayou VIII – A, Permit #84391, Precinct 3.**

**Item 15 continued - Engineering:**

- K. **Approve the release of cashier's check #9089205559 in the amount of \$100,000.00 to Gulf South Pipeline, LP for completion of work in Buffalo Bayou, Permit #84828, Precinct 3.**
- L. **Approve release of perpetual bond #5073151 in the amount of \$50,000.00 to Identity Homes Construction Management, LLC for completion of work on multiple roads throughout the County, detailed in Engineering Department documents described as Permit Numbers 83927, 84156, 83995, 83928, 84018, 83879, 83860, 83920, 83931, 83767, 83911, 24082, 83883, 83900, 84052, 83894, 84013, 84048, 83975, 84375, 84085, 83882, Precincts 1, 2, 3, and 4.**
- M. **Approve release of perpetual bond #5186187 in the amount of \$5,000.00 to E. L. Harris Construction, Inc. for completion of work on Binion Lane, Permit #84665, Precinct 4.**
- N. **Approve application from Cadence/McShane to construct two driveways one on West Bellfort Street and one on Morton Road, Precinct 4.**
- O. **Approve application from FRZ Investments, LLC to construct two driveways on West Bellfort, Precinct 4.**
- P. **Approve application from McKenna Contracting, Inc. to construct sidewalk and ADA ramp on S Lake Village Drive, Precinct 3.**
- Q. **Approve application from Byers Engineering on behalf of AT&T to bury cable along Spring Green Boulevard, Precinct 3.**
- R. **Accept the streets in Lakes of Bella Terra, Section 21: Bartella Street 167.00 LF, Giovanni Lane 626.97 LF, Perroni Drive 810.21 LF, Rastello Lane 669.80 LF for a total of 2,273.98 LF, and release bond #58S205704 in the amount of \$171,080.00, Precinct 3.**
- S. **Accept the streets in Lakes of Bella Terra, Section 22: Soporito Way 534.70 LF, Canella Court 255.37 LF, Dolci Lane 1,014.53 LF, Caprille Court 490.15 LF, Frutteto Court 306.26 LF for a total of 2,273.98 LF, and release bond #58S206082 in the amount of \$188,790.00, Precinct 3.**
- T. **Accept the streets in Lakes of Bella Terra, Section 26: Vita Bella Way 178.59 LF, Amoroso Street 840.47 LF, Farfalla Lane 571.32 LF, Supremo Street 808.52 LF, for a total of 2,398.90 LF, and release bond # 58S206011 in the amount of \$197,540.00, Precinct 3.**
- U. **Accept the streets in Lakes of Bella Terra, Section 27: De Palma Lane 769.94 LF, Amoroso Street 92.92 LF, Mirtillo Court 204.72 LF, Azzuro Court 558.39 LF, Ovada Lane 244.40 LF, for a total of 1,872.37 LF, and release bond #58S206012 in the amount of \$143,010.00, Precinct 3.**

**Item 15 continued - Engineering:**

- V. **Accept the streets in Westheimer Lakes North, Section 7: Carver Pines Drive 434.01 LF, Glacier Creek Drive 820.89 LF, Barrow Glen Drive 345.89 LF, Nicholas Lane 244.58 LF, Sierra Springs Lane 598.12 LF, Grassy Haven Lane 623.73 LF, Norwood Meadows Lane 580.10 LF, Linfield Bluff Lane 199.81 LF, Harwood Heights Drive 490.32 LF for a total of 4,337.45 LF, and release bond #104851179 in the amount of \$260,241.10, Precinct 3.**
  
- W. **Accept the streets in Westheimer Lakes North, Section 8: Harmony Shores Drive 808.35 LF, Opal Crest Lane 449.81 LF, Mystic Berry Drive 485.35 LF, Baileys Run Lane 375.74 LF, Gracys Landing Lane 364.28 LF for a total of 2,483.53 LF, and release bond #6525438 in the amount of \$183,091.30, Precinct 3.**
  
- X. **Accept the streets in Westheimer Lakes North Drive & Langham Rose Drive STD: Westheimer Lakes North Drive 2,725.42 LF, Langham Rose Drive 553.24 LF, Carver Pines Drive 46.67 LF, Mystic Berry Drive 54.00 LF, Brunson Grove Lane 55.00 LF, Boyden Knoll Drive 55.01 LF for a total of 3,489.34 LF, and release bond #61BCSDL1843 in the amount of \$263,550.00, Precinct 3.**
  
- Y. **Release bond #58S205705 in the amount of \$74,130.00 for Lakes of Bella Terra, Section 11. The streets are private and will be maintained by the Homeowners Association, Precinct 3.**
  
- Z. **Release bond #58S206083 in the amount of \$164,570.00 for Lakes of Bella Terra, Section 25. The streets are private and will be maintained by the Homeowners Association, Precinct 3.**
  
- AA. **Set public hearing for acceptance of the traffic control plans for Westheimer Lakes North, Section 7, Section 8 and Westheimer Lakes North Drive & Langham Rose Drive STD, Precinct 3. (Tuesday, August 4, 2015, at 1:00 p.m.)**
  
- BB. **Set public hearing for acceptance of the traffic control plans for Lakes of Bella Terra, Section 21, Section 22, Section 26 and Section 27, Precinct 3. (Tuesday, August 4, 2015 at 1:00 p.m.)**
  
- CC. **Set public hearing for acceptance of the revised traffic control plan for West Bellfort, Precincts 3 and 4. (Tuesday, July 28, 2015, at 1:00 p.m.)**
  
- DD. **Set public hearing for Lakes of Williams Ranch Sec. 1 Partial Replat No. 4, Precinct 1. (Tuesday, August 11, 2015, at 1:00 p.m.)**
  
- 16. **ENGINEERING - PLATS:**
  - A. **Approve plat for the roads within Tamarron, Section 10, Precinct 3.**
  
  - B. **Approve plat for the lots within Tamarron, Section 10, Precinct 3.**

**Item 16 continued - Engineering - Plats:**

- C. **Approve the plat for Fulbrook Section Five "C" Partial Replat, Precinct 3.**
  - D. **Approve the plat for Fulbrook Section Five "D" Partial Replat, Precinct 3.**
  - E. **Approve plat for the roads within McCrary Meadows, Sec. 1, Precinct 3.**
  - F. **Approve plat for the lots within McCrary Meadows, Sec. 1, Precinct 3.**
  - G. **Approve plat for the roads within Lost Creek at Riverstone, Section Three, Precinct 4.**
  - H. **Approve plat for the lots within Lost Creek at Riverstone, Section Three, Precinct 4.**
17. **FACILITIES MANAGEMENT & PLANNING:**
- Approve payment of Invoice No. 170-10673-002-7 in the amount of \$11,400.00 to Lockwood, Andrews, & Newnam, Inc. for design services regarding the combined heat and power plant (CHP) for the Jail. (Fund: Capital Improvement Project)**
18. **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY:**
- A. **The Board of Directors of the Fort Bend Grand Parkway Toll Road Authority reviewed this item at their regular meeting on March 18, 2015, and makes the following recommendation to Commissioners Court: Approve Contractual Agreement for Right of Way Adjustments between Fort Bend Grand Parkway Toll Road Authority and CenterPoint Energy Houston Electric, LLC regarding construction of the southbound frontage road of Grand Parkway Segment C, from I-69 to Rabbs Bayou.**
  - B. **The Board of Directors of the Fort Bend Grand Parkway Toll Road Authority reviewed this item at their special meeting on June 24, 2015, and makes the following recommendation to Commissioners Court: Approve proposal to Fort Bend Grand Parkway Toll Road Authority by Integra Realty Resources - Houston for valuation and consulting services regarding various Grand Parkway Parcels.**
19. **HUMAN RESOURCES:**
- A. **Approve and record into Minutes the Application for Appointment of Deputy Constable Jeffrey Brownson and Andres Reyes by Constable Precinct 1, in accordance with Constable's form submitted on July 1, 2015, pursuant to Local Government Code Section 86.011.**
  - B. **Approve and record into Minutes the Application for Appointment of Deputy Constable Cody Ellis and Randall Richards by Constable Precinct 3, in accordance with Constable's form dated June 29, 2015, pursuant to Local Government Code Section 86.011.**

20. **OFFICE OF EMERGENCY MANAGEMENT:**

- A. **Approve and sign the FY 2013 Grant Adjustment Notice between Fort Bend County and the State of Texas Department of Public Safety to close out the Urban Area Security Initiative (UASI) grant project for the FY 2013 Homeland Security Grant Performance period.**
- B. **Approve Extension of Staging Area Site Agreement between Fort Bend County and CenterPoint Energy Houston Electric, LLC for the purpose of providing specific areas of the Fort Bend County Fairgrounds to stage its Contractors, Agents and Volunteers during an emergency/disaster for electrical restoration.**

21. **PURCHASING:**

- A. **Authorize advertising for proposals for auctioneer services for County and Public Transportation surplus and salvageable property.**
- B. **Authorize advertising for bids for electrical work at County Jail.**
- C. **Authorize advertising for proposals for roof replacement of two areas at County Jail.**
- D. **Authorize advertising for Bids or Proposals for term contracts for the following goods or services: Copier Equipment and Maintenance, Children's Books from a Local Vendor, Ford Motor Repair Parts, School Zone Lights, Auto Body Repairs, Window Cleaning, Medical Supplies, Weed, Brush, and Insect Control Chemicals, Tires and Tubes, Grinding Services for Various County Sites, Screened Decomposed Crushed Granite Gravel, Oil and Lubricants, Fire Alarm, Sprinkler, and Ansul Systems, Elevator and Escalator Maintenance, and Pressure Washing and Sealing of County Buildings.**

22. **ROAD & BRIDGE:**

- A. **Approve payment of Invoice No. 1543 in the amount of \$8,651.25 to EPIC Transportation Group, LP for engineering services regarding ADA Improvements to three intersections along Cinco Ranch Boulevard. Pct. 3 (Fund: Road & Bridge, Traffic Signals)**
- B. **Approve payment of Invoice No. 20152379 in the amount of \$1,827.79 to TEDSI Infrastructure Group for traffic signal timing services at various locations throughout the County. (Fund: Road & Bridge, Traffic Signals)**

23. **SHERIFF'S OFFICE:**

**Record into Minutes the First Amendment to Agreement between Bryon Isom and the Fort Bend County Sheriff's Office for Teaching Services. (Fund: Sheriff's Office, Commissary)**

24. **TAX ASSESSOR/COLLECTOR:**

- A. **Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on July 1, 2015 for an amount totaling \$21,730.51 for the Office of Patsy Schultz.**
- B. **Record into Minutes the 10/20 Year Write Off of Property Taxes pursuant to Texas Property Tax Code Section 33.05 for Fort Bend County General Fund for the Office of Patsy Schultz, Tax Assessor/Collector.**
- C. **Record into Minutes the 10/20 Year Write Off of Property Taxes pursuant to Texas Property Tax Code Section 33.05 for Fort Bend County Lateral Road and Flood Control for the Office of Patsy Schultz, Tax Assessor/Collector.**
- D. **Record into Minutes the 10/20 Year Write Off of Property Taxes pursuant to Texas Property Tax Code Section 33.05 for Fort Bend County Parkway Road District for the Office of Patsy Schultz, Tax Assessor/Collector.**
- E. **Approve renewal of Interlocal Cooperation Agreement for the Collection of Special Assessments between Fort Bend County and the City of Missouri City for the following entities effective through June 30, 2016: Public Improvement District No. 2; Public Improvement District No. 4.**
- F. **Approve Amendment to Interlocal Cooperation Agreement for the Collection of Taxes between Fort Bend County and Fort Bend County Municipal Utility District No. 134C effective through December 31, 2016.**
- G. **Approve renewal of Interlocal Cooperation Agreement for the Collection of Taxes between Fort Bend County and the following entities effective through June 30, 2016: City of Missouri City; Needville Independent School District; Fort Bend Emergency Services District #3; Fort Bend Emergency Services District #4; Fort Bend Municipal Utility District 134-B; Fort Bend Municipal Utility District 162.**
- H. **Approve renewal of Interlocal Cooperation Agreement for the Collection of Taxes between Fort Bend County and the following entities effective through August 31, 2016: Katy Independent School District; Lamar Consolidated Independent School District.**

**Item 24 continued - Tax Assessor/Collector:**

- I. **Approve renewal of Amendment to Interlocal Cooperation Agreement for the Collection of Taxes effective through June 30, 2016 for the following entities: City of Arcola; City of Beasley; City of Fulshear; City of Kendleton; City of Meadows Place; City of Needville; City of Orchard; City of Richmond; City of Rosenberg; City of Simonton; Stafford Municipal School District; Wharton County Junior College; Cinco Municipal Utility District #2; Cinco Municipal Utility District #5; Cinco Municipal Utility District #7; Cinco Municipal Utility District #9; Fort Bend Emergency Services District #1; Fort Bend Emergency Services District #2; Fort Bend Emergency Services District No. 5; Fort Bend County Municipal Utility District No. 41; Fort Bend County Freshwater Supply District #1; Fort Bend County Freshwater Supply District No. 2; Harris Fort Bend Emergency Services District #100; Fort Bend County WCID #2; Willow Fork Drainage District.**

---

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
 Duly put and unanimously carried (4-0), it is ordered to approve consent agenda items 6-24.

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

25. **COUNTY JUDGE:**

- A. **Take all appropriate action on request to transfer the amount of \$5,320 from Non-Departmental Contingency into County Judge, Capital Acquisition to allocate funds for the purchase of replacement copier, scanner, and printer.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
 Duly put and unanimously carried (4-0), it is ordered to transfer the amount of \$5,320 from Non-Departmental Contingency into County Judge, Capital Acquisition to allocate funds for the purchase of replacement copier, scanner, and printer.

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

**Item 25 continued - County Judge:**

- B. Take all appropriate action on request to ratify the Right of Entry Agreement between Fort Bend County and Federal Emergency Management Agency, signed June 25, 2015, extending access to the Rosenberg Annex building through July 15, 2015 for the purpose of providing Disaster Recovery Services to citizens impacted by the Brazos River flooding event.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to ratify the Right of Entry Agreement between Fort Bend County and Federal Emergency Management Agency, signed June 25, 2015, extending access to the Rosenberg Annex building through July 15, 2015 for the purpose of providing Disaster Recovery Services to citizens impacted by the Brazos River flooding event.

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

- C. Take all appropriate action on Order to Create Fort Bend County Emergency Services District No. 6 pursuant to Texas Health & Safety Code, Chapter 775, Precinct 1.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Order to Create Fort Bend County Emergency Services District No. 6 pursuant to Texas Health & Safety Code, Chapter 775, Precinct 1.

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

26. **COMMISSIONER, PCT. 1:**

- A. **Take all appropriate action on request by YMCA to install a sign on the Camp Cloud Pavilion located at Bates M. Allen Park, in accordance with Section 2.03 B of the Agreement Regarding Bates M. Allen Park approved by Commissioners Court on December 18, 2012.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve request by YMCA to install a sign on the Camp Cloud Pavilion located at Bates M. Allen Park, in accordance with Section 2.03 B of the Agreement Regarding Bates M. Allen Park approved by Commissioners Court on December 18, 2012.

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

- B. **Take all appropriate action on request by Jing Jing Sun to waive penalty and interest totaling \$378.37 on property taxes for Tax Year 2014, Precinct 1.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to deny request by Jing Jing Sun to waive penalty and interest totaling \$378.37 on property taxes for Tax Year 2014, Precinct 1.

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

Commissioner Prestage stated that the Tax Assessor Collector does not recommend waiver of penalty and interest and denies waiver of penalties and attorney's fees on this case.

**Item 26 continued - Commissioner, Pct. 1:**

**C. Take all appropriate action on request by Lori Hall to waive penalty and interest totaling \$272.37 on property taxes for Tax Year 2014, Precinct 1.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to deny request by Lori Hall to waive penalty and interest totaling \$272.37 on property taxes for Tax Year 2014, Precinct 1.

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

Commissioner Patterson stated that the Tax Assessor Collector does not find any error on the part of the Tax Office or the Central Appraisal District.

**D. Take all appropriate action on the appointment of Commissioners to serve on the newly created Fort Bend County Emergency Service District No. 6 until January 1, 2016, pursuant to Texas Health & Safety Code Section 775.034: Richard Fontenot, Wayne Kelly, Janell Kucera, Marcus Schulte, and Lucy H. Smith.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve the appointment of Commissioners to serve on the newly created Fort Bend County Emergency Service District No. 6 until January 1, 2016, pursuant to Texas Health & Safety Code Section 775.034: Richard Fontenot, Wayne Kelly corrected to Kelley, Janell Kucera, Marcus Schulte, and Lucy H. Smith.

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

27. **COMMISSIONER, PCT. 4:**

- A. **Take all appropriate action on acceptance of real property, Parcel 2A, Parcel 8, and Parcel 9 conveyed by Deed without Warranty by Grand Parkway 1358 LP for the Harlem Road Drainage and Paving Improvements Project and, record same in the Official Public Records of Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve acceptance of real property, Parcel 2A, Parcel 8, and Parcel 9 conveyed by Deed without Warranty by Grand Parkway 1358 LP for the Harlem Road Drainage and Paving Improvements Project and, record same in the Official Public Records of Fort Bend County.

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

- B. **Take all appropriate action on Deed without Warranty to convey Parcel 7A and Parcel 7D to Grand Parkway 1358 LP in exchange for other parcels received for the Harlem Road Drainage and Paving Improvements Project and, record same in the Official Public Records of Fort Bend County.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Deed without Warranty to convey Parcel 7A and Parcel 7D to Grand Parkway 1358 LP in exchange for other parcels received for the Harlem Road Drainage and Paving Improvements Project and, record same in the Official Public Records of Fort Bend County.

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

**Item 27 continued - Commissioner, Pct. 4:**

- C. **Take all appropriate action on Interlocal Agreement for Reimbursement for Professional Architectural & Engineering Services between Fort Bend County and Fort Bend County Assistance District No. 6 for improvements to the Fort Bend County Four Corners Community Service Center.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (4-0), it is ordered to approve Interlocal Agreement for Reimbursement for Professional Architectural & Engineering Services between Fort Bend County and Fort Bend County Assistance District No. 6 for improvements to the Fort Bend County Four Corners Community Service Center.

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

28. **AUDITOR:**

**Take all appropriate action on request to authorize County Auditor to establish an escrow account with Prepaid Technologies in the amount of approximately \$30,000 per month to fund juror cards.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
 Duly put and unanimously carried (4-0), it is ordered to authorize County Auditor to establish an escrow account with Prepaid Technologies in the amount of approximately \$30,000 per month to fund juror cards.

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

Commissioner Patterson requested the auditor clarify this item.

Ed Sturdivant, County Auditor, stated this is to simplify the process. It is not an expenditure, just a shifting of funds allowing the vendor to draw funds quicker. The account will be replenished after reconciliation and payment of the jurors.

29. **ELECTIONS ADMINISTRATION:**

**Take all appropriate action on request to transfer the amount of \$42,807 from Non-Departmental Contingency into Elections Services, Fees, to allocate funds for quarterly licensing and maintenance fees on the voting system equipment, and to adjust the annual billing cycle to coincide with Fort Bend County's Fiscal Year.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to transfer the amount of \$42,807 from Non-Departmental Contingency into Elections Services, Fees, to allocate funds for quarterly licensing and maintenance fees on the voting system equipment, and to adjust the annual billing cycle to coincide with Fort Bend County's Fiscal Year.

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

30. **ENGINEERING:**

- A. **Take all appropriate action on request for temporary road closure of Wheaton Street at Williams Way, pursuant to Section 251.011 of the Texas Transportation Code, from Front Street to 3rd Street, during construction of Mobility Bond Project 747 Phase II; closure from July 7, 2015 until construction is completed, Precinct 1.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve request for temporary road closure of Wheaton Street at Williams Way, pursuant to Section 251.011 of the Texas Transportation Code, from Front Street to 3rd Street, during construction of Mobility Bond Project 747 Phase II; closure from July 7, 2015 until construction is completed, Precinct 1.

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

**Item 30 continued - Engineering:**

- B. Take all appropriate action on request for temporary road closure of Brand Lane, pursuant to Section 251.011 of the Texas Transportation Code, from Avenue E to Highway 90A, during construction of Mobility Bond Project 718-769; closure from July 8, 2015 until construction is completed, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve temporary road closure of Brand Lane, pursuant to Section 251.011 of the Texas Transportation Code, from Avenue E to Highway 90A, during construction of Mobility Bond Project 718-769; closure from July 8, 2015 until construction is completed, Precinct 2.

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

- C. Take all appropriate action on Change Order No. 2 to the Agreement between Fort Bend County and Allgood Construction Company, Inc. to increase the scope of services by \$36,509.04 for a total contract amount not to exceed \$6,571,582.68 regarding Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Change Order No. 2 to the Agreement between Fort Bend County and Allgood Construction Company, Inc. to increase the scope of services by \$36,509.04 for a total contract amount not to exceed \$6,571,582.68 regarding Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)

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

Commissioner Patterson commented that we are not that far off on the project. The third party is reimbursing us about \$90,000.00.

**Item 30 continued - Engineering:**

- D. **Take all appropriate action on Interlocal Agreement between Fort Bend County and Fort Bend County Municipal Utility District No. 57 regarding the installation and maintenance of mid-block pedestrian crossings within Pine Mill Ranch Subdivision, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Interlocal Agreement between Fort Bend County and Fort Bend County Municipal Utility District No. 57 regarding the installation and maintenance of mid-block pedestrian crossings within Pine Mill Ranch Subdivision, Precinct 3.

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

- E. **Take all appropriate action on Advance Funding Agreement between Texas Department of Transportation and Fort Bend County regarding the widening of FM 521 from FM 2234 to State Highway 6 at an estimated local participation cost of \$825,000. (Fund: Landfill Tipping Fees and Fort Bend County Assistance District No. 5)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Advance Funding Agreement between Texas Department of Transportation and Fort Bend County regarding the widening of FM 521 from FM 2234 to State Highway 6 at an estimated local participation cost of \$825,000. (Fund: Landfill Tipping Fees and Fort Bend County Assistance District No. 5)

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

**Item 30 continued - Engineering:**

- F. **Take all appropriate action on request for variance to the 10 foot landscape reserve requirement as stated in Section 7.3 of the Fort Bend County Regulations of Subdivisions, for Greens at Brentford, on behalf of Greens of Brentford LP, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve variance to the 10 foot landscape reserve requirement as stated in Section 7.3 of the Fort Bend County Regulations of Subdivisions, for Greens at Brentford, on behalf of Greens of Brentford LP, Precinct 2.

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

- G. **Take all appropriate action on the plat for Greens at Brentford, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve the plat for Greens at Brentford, Precinct 2.

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

- H. **Take all appropriate action on request for variance to the 10 foot landscape reserve requirement as stated in Section 7.3 of the Fort Bend County Regulations of Subdivisions, for Marcel Commons Retail and Marcel Commons Commercial, on behalf of The Marcel Group, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve variance to the 10 foot landscape reserve requirement as stated in Section 7.3 of the Fort Bend County Regulations of Subdivisions, for Marcel Commons Retail and Marcel Commons Commercial, on behalf of The Marcel Group, Precinct 3.

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

Commissioner Meyers stated this is a small adjustment of a couple of feet and in return they are going to join our CAD 1.

**Item 30 continued - Engineering:**

**I. Take all appropriate action on the plat for Marcel Commons Retail, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve the plat for Marcel Commons Retail, Precinct 3.

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

**J. Take all appropriate action on the plat for Marcel Commons Commercial, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve the plat for Marcel Commons Commercial, Precinct 3.

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

**31. FACILITIES MANAGEMENT & PLANNING:**

**A. Take all appropriate action on Agreement between Fort Bend County and Sustaita Architects, Inc. in an amount not to exceed \$165,015 to provide architectural and engineering services regarding design of the Four Corners Community Center.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Agreement between Fort Bend County and Sustaita Architects, Inc. in an amount not to exceed \$165,015 to provide architectural and engineering services regarding design of the Four Corners Community Center.

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

**Item 31 continued - Facilities Management & Planning:**

- B. **Take all appropriate action on request to transfer the amount of \$165,015 from Commissioners Court Projects into the Four Corners Community Service Center project for preliminary work on the project to begin, to be reimbursed by Fort Bend County Assistance District No. 6.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to transfer the amount of \$165,015 from Commissioners Court Projects into the Four Corners Community Service Center project for preliminary work on the project to begin, to be reimbursed by Fort Bend County Assistance District No. 6.

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

32. **HEALTH & HUMAN SERVICES:**

- A. **Social Services: Take all appropriate action on request to transfer the amount of \$20,000 from Non-Departmental Contingency into Social Services, Public Assistance, to allocate funds to provide services to Fort Bend County residents in need of emergency assistance.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to transfer the amount of \$20,000 from Non-Departmental Contingency into Social Services, Public Assistance, to allocate funds to provide services to Fort Bend County residents in need of emergency assistance.

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

**Item 32 continued - Health & Human Services:**

- B. **Social Services: Take all appropriate action on The Henderson-Wessendorff Foundation Matching Grant in the amount of \$25,000 with a cash match of \$25,000 to implement the Fort Bend Collaborative Information System, and authorize funding of the cash match from FY 2015 Non-Departmental Contingency.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve The Henderson-Wessendorff Foundation Matching Grant in the amount of \$25,000 with a cash match of \$25,000 to implement the Fort Bend Collaborative Information System, and authorize funding of the cash match from FY 2015 Non-Departmental Contingency.

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

33. **JUSTICE OF THE PEACE, PCT. 2:**

**Take all appropriate action on request to transfer the amount of \$810 from Non-Departmental Contingency into Justice of the Peace, Pct. 2, Office Supplies, to allocate funds for the purchase of ink supplies for the color printer.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to transfer the amount of \$810 from Non-Departmental Contingency into Justice of the Peace, Pct. 2, Office Supplies, to allocate funds for the purchase of ink supplies for the color printer.

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

34. **OFFICE OF EMERGENCY MANAGEMENT:**

**Take all appropriate action on update to the Fort Bend County Emergency Operations Plan, Annex I, Emergency Public Information.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve update to the Fort Bend County Emergency Operations Plan, Annex I, Emergency Public Information.

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

35. **PARKS & RECREATION:**

**Take all appropriate action on request by Landtech Consultants, Inc. for Right Of Entry to five parcels along West Fairgrounds Road on behalf of Texas Department of Transportation for project development improvements in the area of Seabourne Creek.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve request by Landtech Consultants, Inc. for Right Of Entry to five parcels along West Fairgrounds Road on behalf of Texas Department of Transportation for project development improvements in the area of Seabourne Creek.

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

36. **PURCHASING:**

- A. **Take all appropriate action on Agreement for Inmate Food Service between Fort Bend County an Aramark Correctional Services, LLC, pursuant to RFP 15-058, for an amount not to exceed \$1,503,891.20. (Fund: Sheriff, Detention)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage  
Duly put and unanimously carried (4-0), it is ordered to approve Agreement for Inmate Food Service between Fort Bend County an Aramark Correctional Services, LLC, pursuant to RFP 15-058, for an amount not to exceed \$1,503,891.20. (Fund: Sheriff, Detention)

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

**Item 36 continued - Purchasing:**

Commissioner Prestage asked if this was the first time we were going out with this type of service.

Gilbert Jalomo, Purchasing Agent, confirmed it was a pilot program and is the first time the service is being outsourced.

Commissioner Meyers asked if a cost analysis was done.

Gilbert Jalomo stated the Sheriff's Office did the analysis and introduced Lt. Daniel Quam to further explain the process.

Lt. Daniel Quam stated the agreement covers the last two months of this fiscal year and into the next fiscal year for the amount as cited. The last two months of this fiscal year actual savings is about \$39,000.00 and next year the savings are \$167,000.00. This does not take into account any labor savings or time savings for the Auditor's Office and/or Purchasing, by not having to go through as many processes as with our current in-house operation.

Commissioner Prestage asked if the inmates that have been providing the labor are still in the picture.

Lt. Quam indicated the business model is still the same except we are getting the buying powers of Aramark, to reduce the food costs and they are bringing in their employees to supervise the inmates who are doing the work. This model does increase the number of employees that are working there from a job count standpoint ideally to increase the level of services. Aramark would have at least one employee on duty at all times who is a certified jailer to ensure we are in compliance with the Texas Commission on jail standards and meeting that same level of knowledge and requirement.

Commissioner Patterson remarked that to have lunch at the jail would now cost more than \$1.00.

Lt. Quam stated ODR for the buffet style will be \$2.50 billed directly to the person consuming the food and will be a cashless point of sale in ODR. It also incorporates another feature of a short order menu, so in the future those that are on site can order from that menu.

Commissioner Patterson noted that he had spoken with Lt. Quam and Senior Citizens Meals on Wheels that Aramark may be able to produce meals for Band Rd and Meals on Wheels at a less expensive cost than what is currently being paid.

Judge Hebert agreed this proposal was something to look into.

**Item 36 continued - Purchasing:**

- B. Take all appropriate action on RFP 15-077 for Phase 2 of the Upgrade to the closed circuit television system at the Juvenile Detention and Probation Facility.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve RFP 15-077 for Phase 2 of the Upgrade to the closed circuit television system at the Juvenile Detention and Probation Facility.

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

Gilbert Jalomo, Purchasing Agent, requests negotiations with 911 Security.

- C. Take all appropriate action on request to purchase patrol vehicle equipment from Caldwell Country Chevrolet, utilizing Buy Board Agreement 432-13 for various departments for FY 2015.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to purchase patrol - corrected to police - vehicle equipment from Caldwell Country Chevrolet, utilizing Buy Board Agreement 432-13 for various departments for FY 2015.

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

**Item 36 continued - Purchasing:**

- D. **Take all appropriate action on request to purchase ticket writer accessories from Austin Ribbon and Computer Supplies (ARC), utilizing Department of Information Resources Agreement DIR-SDD-1934 for various departments for FY 2015.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to purchase ticket writer accessories from Austin Ribbon and Computer Supplies (ARC), utilizing Department of Information Resources Agreement DIR-SDD-1934 for various departments for FY 2015.

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

Commissioner Meyers asked if this was a blanket authorization.

Gilbert Jalomo, Purchasing Agent, confirmed it was and stated they are trying to buy all the equipment needed for the 2016 patrol vehicles now.

- E. **Take all appropriate action on request to purchase in-car video systems from L-3 Communications, utilizing Houston Galveston Area Council Contract EF04-15 for various departments with 2015 fiscal year funds.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to purchase in-car video systems from L-3 Communications, utilizing Houston Galveston Area Council Contract EF04-15 for various departments with 2015 fiscal year funds.

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

**Item 36 continued - Purchasing:**

- F. **Take all appropriate action on request to purchase thirty (30) traffic signal battery backup systems from Paradigm Traffic Systems, Inc., utilizing Buy Board contract #432-13, for an amount not to exceed \$150,000. (Fund: Road and Bridge)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to purchase thirty (30) traffic signal battery backup systems from Paradigm Traffic Systems, Inc., utilizing Buy Board contract #432-13, for an amount not to exceed \$150,000. (Fund: Road and Bridge)

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

- G. **Take all appropriate action on Bid 15-078 for exterior painting of various County buildings.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Bid 15-078 for exterior painting of various County buildings.

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

Gilbert Jalomo, Purchasing Agent, recommends using Peters Construction at a cost of \$79,300.00

**Item 36 continued - Purchasing:**

- H. **Take all appropriate action on First Amendment to Agreement for Construction Services between Fort Bend County and Bass Construction Co., Inc., for Design/Build of Equipment Barn at Freedom Park, pursuant to Q15-046, for additional scope of work in an amount not to exceed \$24,917 for a total contract amount not to exceed \$102,405. (Fund: Parks)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve First Amendment to Agreement for Construction Services between Fort Bend County and Bass Construction Co., Inc., for Design/Build of Equipment Barn at Freedom Park, pursuant to Q15-046, for additional scope of work in an amount not to exceed \$24,917 for a total contract amount not to exceed \$102,405. (Fund: Parks)

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

- I. **Take all appropriate action on Fifth Amendment to Agreement for Vending Machine Services between Fort Bend County and Five Star Food Services, Inc. pursuant to RFP 11-068 to renew the term through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Fifth Amendment to Agreement for Vending Machine Services between Fort Bend County and Five Star Food Services, Inc. pursuant to RFP 11-068 to renew the term through September 30, 2016.

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

**Item 36 continued - Purchasing:**

- J. **Take all appropriate action on Fourth Extension of Agreement for Bulk Fuel Products and Services between Fort Bend County and Susser Petroleum Operating Company LLC, pursuant to RFP 12-051, effective through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Fourth Extension of Agreement for Bulk Fuel Products and Services between Fort Bend County and Susser Petroleum Operating Company LLC, pursuant to RFP 12-051, effective through September 30, 2016.

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

- K. **Take all appropriate action on Fourth Extension of Agreement for Online Homework Tutoring between Fort Bend County and Brainfuse, Inc. for \$54,900 pursuant to RFP 12-009, effective through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Fourth Extension of Agreement for Online Homework Tutoring between Fort Bend County and Brainfuse, Inc. for \$54,900 pursuant to RFP 12-009, effective through September 30, 2016.

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

Commissioner Patterson mentioned that every year Commissioners Court approves this item. If you have children in your family, there is a live tutor that can help your child. Please take advantage of this service. Library cards are not necessary as the program works on a numbering system.

**Item 36 continued - Purchasing:**

**L. Take all appropriate action on First Amendment to Agreement between Fort Bend County and McLemore Building Maintenance for janitorial services, pursuant to RFP 15-002. (Fund: Various Departments)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve First Amendment to Agreement between Fort Bend County and McLemore Building Maintenance for janitorial services, pursuant to RFP 15-002. (Fund: Various Departments)

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

Commissioner Meyers requested verification of the amount of \$625,193.20.

Gilbert Jalomo, Purchasing Agent, stated the amount is correct.

**M. Take all appropriate action on the Agreement for Professional Engineering Services between Terra Associates, Inc. and Fort Bend County in an amount not to exceed \$303,400 pursuant to SOQ 14-025 regarding Lake Olympia Parkway, Mobility Bond Project No. 13207, Precinct 2. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Agreement for Professional Engineering Services between Terra Associates, Inc. and Fort Bend County in an amount not to exceed \$303,400 pursuant to SOQ 14-025 regarding Lake Olympia Parkway, Mobility Bond Project No. 13207, Precinct 2. (Fund: 2013 Mobility Bonds)

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

**Item 36 continued - Purchasing:**

- N. **Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and IDS Engineering Group, Inc. in an amount not to exceed \$283,300.00 regarding SH 99 at Harlem Road, Mobility Bond Project No. X27, Precinct 1. (Fund: 2007 Mobility Bonds)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and IDS Engineering Group, Inc. in an amount not to exceed \$283,300.00 regarding SH 99 at Harlem Road, Mobility Bond Project No. X27, Precinct 1 corrected to Precinct 4. (Fund: 2007 Mobility Bonds)

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

- O. **Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and MBCO Engineering, LLC in an amount not to exceed \$43,000 regarding Traffic Signal Design for the intersection of South Mason Road and Delta Lake Drive, pursuant to SOQ 14-025, Precinct 4. (Fund: Road & Bridge)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and MBCO Engineering, LLC in an amount not to exceed \$43,000 regarding Traffic Signal Design for the intersection of South Mason Road and Delta Lake Drive, pursuant to SOQ 14-025, Precinct 4. (Fund: Road & Bridge)

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

37. **RISK MANAGEMENT:**

**Take all appropriate action on Fourth Amendment to Agreement for On-Site Health Services between Fort Bend County and Concentra Health Services, Inc. in an amount not to exceed \$8,440 to upgrade the digital X-ray equipment used at the County's Wellness Center. (Fund: Employee Health Clinic)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Fourth Amendment to Agreement for On-Site Health Services between Fort Bend County and Concentra Health Services, Inc. in an amount not to exceed \$8,440 to upgrade the digital X-ray equipment used at the County's Wellness Center. (Fund: Employee Health Clinic)

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

38. **SHERIFF'S OFFICE:**

- A. **Take all appropriate action on Organized Crime Drug Enforcement Task Force (OCDETF) Agreement to accept grant funds in the amount of \$19,505.17 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County for the period of June 17, 2015 through September 30, 2015.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve Organized Crime Drug Enforcement Task Force (OCDETF) Agreement to accept grant funds in the amount of \$19,505.17 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County for the period of June 17, 2015 through September 30, 2015.

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

**Item 38 continued - Sheriff's Office:**

- B. Take all appropriate action on request for variance to the Fort Bend County Travel Policy, to authorize payment of lodging accommodations for J. Dale totaling \$289.80 not purchased within the guidelines detailed in the Fort Bend County Travel Policy. (Fund: Sheriff, Narcotics, Travel)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve variance to the Fort Bend County Travel Policy, to authorize payment of lodging accommodations for J. Dale totaling \$289.80 not purchased within the guidelines detailed in the Fort Bend County Travel Policy.  
(Fund: Sheriff, Narcotics, Travel)

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

- C. Take all appropriate action on request to authorize payment by Invoice Transmittal in the amount of \$20,000.00 to Texas Video & Post Inc. for video services provided without a purchase order. (Fund: Sheriff, Forfeited Assets, Federal)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage  
Duly put and unanimously carried (4-0), it is ordered to approve payment by Invoice Transmittal in the amount of \$20,000.00 to Texas Video & Post Inc. for video services provided without a purchase order. (Fund: Sheriff, Forfeited Assets, Federal)

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

Commissioner Patterson stated this is a project led by the Constable Precinct 4 and had private funding lined up to video a family who had a tragedy where the husband left the baby in the car all day. The private funding group fell through so the Sheriff took out of TSO. Commissioner Patterson was aware of this and thought the private funding was lined up.

Commissioner Meyers questioned whether the PO was ever requested.

Ed Sturdivant, County Auditor, stated that the Sheriff's Office did not get a PO based on his advice to Constable Nehls and the Sheriff's Office representative. The questioned posed to Ed Sturdivant was the public purpose. After confirming that a public purpose was met, Mr. Sturdivant advised the next step would be Purchasing because of the expediency. The County Auditor's office is educating every office in the County about what is coming August 1. Beginning August 1, the Auditor's office and Purchasing will be going on record with not supporting the variance or allowance of payment outside the policies the County has adopted, because there was a possibility for the departments to call upon us.

**Item 38 continued - Sheriff's Office:**

Commissioner Meyers stated we obviously incurred the expense and did not want to stiff the vendor on payment. The debate is about whether a PO was given after the company started.

Ed Sturdivant clarified they did not because Purchasing would not issue a PO. It would be illegal for Purchasing to issue a PO after the services had begun.

Commissioner Meyers requested clarification on whether the recommendation for the PO was before or after the services were performed.

Ed Sturdivant stated the recommendation was before.

Gilbert Jalomo, Purchasing Agent, stated Purchasing would have issued the PO before once they found out the funding had gone away. If Purchasing had been called and told they needed a PO, they would have issued one. Gilbert Jalomo stated this was the first he had heard of this incident.

Commissioner Meyers summarized that the issue here is a department was recommended they get a PO and for whatever reason, that fell through the cracks and a PO was not obtained and we are taking action to approve something that could have been done according to procedure.

Ed Sturdivant stated we are bound to follow the adopted policy of this court and enforce on your behalf. The Auditor's office is trying to reinforce this with more gravity starting August 1.

Commissioner Prestage noted that breaking policy is one thing but it was implied that the law had been broken.

Ed Sturdivant deferred to the legal department as to the matter of the law. The best way it can be stated is that the Auditor's office and Purchasing do not feel that they can legally support not following policy. Whether Commissioners Court has the authority to allow variances will be left up to the legal department.

Discussion followed between Commissioners Patterson and Prestage on what the policy would be when this issue happens again after August 1. Policy can be changed but this court does not want to break the law.

Judge Hebert interjected that he understands the issue but if the Auditor and Purchasing don't feel they can legally recommend to us that we violate our own policies, then we need to have on each issue that comes before us without a PO an opinion from the County Attorney's office as to whether we have the discretion to approve it without, in light of the law and our PO, on each and every item that comes forward. If it takes a month to get it to us, the vendor will just sit on it. We have a purchase order policy for legitimate purposes and we all at various times have complained about the frequency with which we get these disbursements without a PO but we have until August 1. Judge Hebert asked the County Attorney's office to consider this issue and set up some sort of working procedure with the Auditors. If the Court has the discretion, then they will look at the facts before them and determine if it should be paid. If the Court does not have discretion, then they need to know in advance.

Commissioner Meyers stated that he wants the Court to understand that we need to comply with our own policy since the change takes effect August 1.

**Item 38 continued - Sheriff's Office:**

- D. **Take all appropriate action on request to authorize payment by Invoice Transmittal in the amount of \$198.75 to Laura Silguero to reimburse storage lot fees without a purchase order. (Fund: Sheriff, Enforcement)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is ordered to approve payment by Invoice Transmittal in the amount of \$198.75 to Laura Silguero to reimburse storage lot fees without a purchase order. (Fund: Sheriff, Enforcement)

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

Commissioner Meyers asked if a PO could have been obtained the next day.

Ed Sturdivant, County Auditor, stated the next business day Purchasing would accommodate their needs with a PO.

Commissioner Meyers reiterated that offices and departments need to understand this process because there will be circumstances in which it is just not possible to get a PO at the time the expenditure is incurred.

Ed Sturdivant remarked that Gilbert Jalomo and Debbie Kaminski of Purchasing have done a great job at all of the seminars to explain this issue. About 75% of County offices have been informed of the change and anyone who has not attended a seminar before August 1 will have the opportunity to go into one of their offices to have it explained.

39. **Approve Bills.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to approve bills in the amount of \$6,863,085.28.

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

40. **Ratify the release of time sensitive payments by County Auditor on July 2, 2015.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (4-0), it is ordered to authorize County Auditor to pay and release time sensitive bills on July 2, 2015.

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

Commissioner Patterson took a moment to congratulate Mike Stone, Operations Manager for the Grand Parkway Toll Road Authority, and the people he had working for him. They were able to move a bridge on Owen Road.

**Recess:**

Recessed at 1:48 p.m.

41. **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. **Contemplated litigation regarding extension of FM 1093 / Westpark Tollway Project.**
  - 2. **Consultation with attorney regarding litigation, Case 201405435 and Case 201405558.**
  
- B. **§ 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.**

**Annual Evaluation - Director of Human Resources.**

**Item 41 continued - Meet in Closed Session:**

**Closed Session:**

Convened at 2:01 p.m.  
Adjourned at 2:19 p.m.  
Convened 2:27 p.m. after recessing for Drainage  
Adjourned at 2:43 p.m.

**Reconvene:**

Reconvened at 2:43 p.m.

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

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

1. **Contemplated litigation regarding extension of FM 1093 / Westpark Tollway Project.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (4-0), it is moved to refer to the County Attorney as per prior resolution (dated 02/10/2015) on right to take, plus Litigation Expenses not to exceed \$5,000.00, to acquire by Eminent Domain Parcel 106 of the FM 1093 Westpark Tollway Project. Funds from Right of Way Fund.

Duly put and unanimously carried (4-0), it is moved to refer to the County Attorney as per prior resolution (dated 02/10/2015) on right to take, plus Litigation Expenses not to exceed \$5,000.00, to acquire by Eminent Domain Parcel 107 of the FM 1093 Westpark Tollway Project. Funds from Right of Way Fund.

Duly put and unanimously carried (4-0), it is moved to refer to the County Attorney as per prior resolution (dated 02/10/2015) on right to take, plus Litigation Expenses not to exceed \$5,000.00, to acquire by Eminent Domain Parcel 110 of the FM 1093 Westpark Tollway Project. Funds from Right of Way Fund.

Duly put and unanimously carried (4-0), it is moved to refer to the County Attorney as per prior resolution (dated 02/10/2015) on right to take, plus Litigation Expenses not to exceed \$5,000.00, to acquire by Eminent Domain Parcel 203 of the FM 1093 Westpark Tollway Project. Funds from Right of Way Fund.

Duly put and unanimously carried (4-0), it is moved to refer to the County Attorney as per prior resolution (dated 02/10/2015) on right to take, plus Litigation Expenses not to exceed \$5,000.00, to acquire by Eminent Domain Parcel 206 of the FM 1093 Westpark Tollway Project. Funds from Right of Way Fund.

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

**Item 42 continued - Reconvene Open Session:**

2. **Consultation with attorney regarding litigation, Case 201405435 and Case 201405558.**

No action.

- B. **§ 551.074. Personnel Matters.**

**Annual Evaluation - Director of Human Resources.**

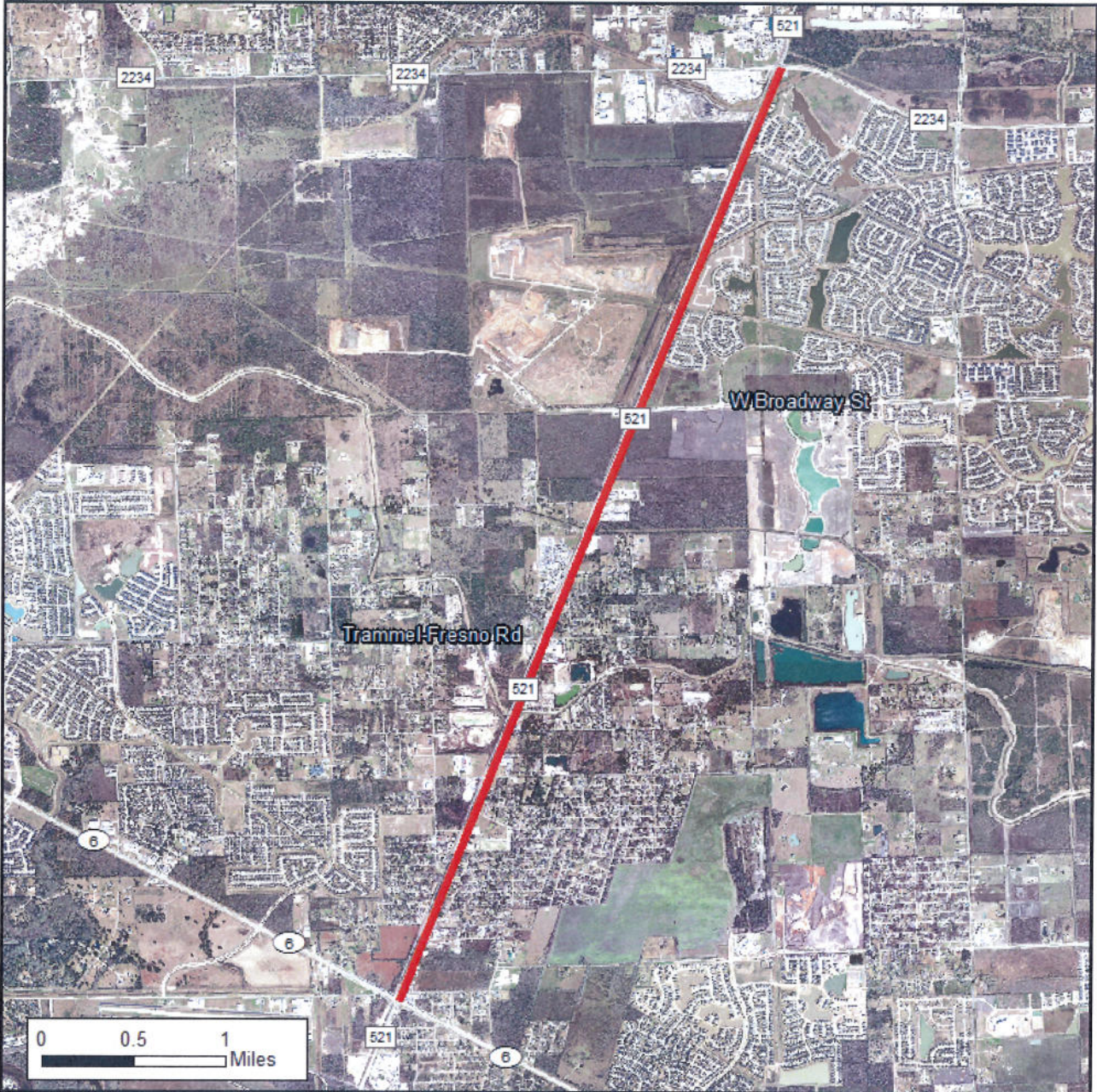
Completed the review of the Annual Evaluation of the Director of Human Resources.

43. **Adjournment.**

Commissioners Court adjourned at 2:47 p.m. on Tuesday, July 7, 2014.

CSJ # 0111-03-059  
District # 12 - Houston  
Code Chart 64 # 50080  
Project: FM 521 Widening  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT B**  
**LOCATION MAP SHOWING PROJECT**



**Attachment B**  
CSJ: 0111-03-059  
FM 521 Widening



**ATTACHMENT C  
 PROJECT BUDGET**

The Local Government will be responsible for 100% of the costs for Environmental and Engineering, including any overruns. The State will be responsible for 100% of direct state costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$75,000	0%	\$0	0%	\$0	100%	\$75,000
Engineering (by Local Government)	\$750,000	0%	\$0	0%	\$0	100%	\$750,000
Subtotal	\$825,000		\$0		\$0		\$825,000
Environmental Direct State Costs	\$5,000	0%	\$0	100%	\$5,000	0%	\$0
Right of Way Direct State Costs	\$5,000	0%	\$0	100%	\$5,000	0%	\$0
Engineering Direct State Costs	\$55,000	0%	\$0	100%	\$55,000	0%	\$0
Utility Direct State Costs	\$5,000	0%	\$0	100%	\$5,000	0%	\$0
Indirect State Costs	\$10,000	0%	\$0	100%	\$10,000	0%	\$0
<b>TOTAL</b>	<b>\$905,000</b>		<b>\$0</b>		<b>\$80,000</b>		<b>\$825,000</b>

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0

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