

County Fort Bend
 District Houston
 ROW CSJ # 2105-01-053
 CCSJ # 2105-01-048
 Federal Project #: _____
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

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

WITNESSETH

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

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

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. FM 2234 @ UPRR, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

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

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

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

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AGREEMENT

1. Agreement Period

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

2. Termination

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

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

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

1. site conditions change;
2. work requested by the Local Government is ineligible for federal participation; or
3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

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

6. Notices

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

Local Government:	State:
<u>Fort Bend County - Judge</u>	Director of Right of Way Division
<u>401 Jackson Street, Richmond, TX 77469</u>	Texas Department of Transportation
<u>Fort Bend County Engineering</u>	125 E. 11 th Street
<u>301 Jackson St., STE 401</u>	Austin, Texas 78701
<u>Richmond, TX 77469</u>	

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

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7. Remedies

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

8. Legal Construction

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

9. Responsibilities of the Parties

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

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

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

12. Ownership of Documents

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

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

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

15. Procurement and Property Management Standards

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

16. Civil Rights Compliance

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

17. Applicability of Federal Provisions

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

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

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

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- 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 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

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

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

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

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (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

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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.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-tdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

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

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

THE LOCAL GOVERNMENT FORT BEND COUNTY


Signature

Robert E. Hebert

Typed or Printed Name

Fort Bend county Judge

Title

10/6/2015

Date

THE STATE OF TEXAS



John P. Campbell, P.E. Gus E. Cannon, CTCM
Interim Director, Right of Way Division
Texas Department of Transportation

1-2-16

Date

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**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 6th day of October, 2015.

Laura Richard
LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 13th day of October, 2015.

Robert Hebert
ROBERT E. HEBERT, COUNTY JUDGE

MINUTES

BE IT REMEMBERED, That on this 6TH DAY of OCTOBER, 2015, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
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 Pledges of Allegiance by Commissioner Andy Meyers.

Invocation and Pledges of Allegiance by Commissioner Andy Meyers.

3. Approve minutes of Public Hearings held on September 21, 2015, and regular meetings held on September 22, 2015.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve the minutes of Public Hearings held on September 21, 2015, and regular meetings held on September 22, 2015.

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

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

Judge Hebert recognized Michael Biasini, David Goodrum, and Dr. Diana Levine who were recently awarded the Presidential Volunteer Service Award for the level of Lifetime Achievement. These volunteers have assisted our Office of Emergency Management in crucial situations over the last seven years including the recent flood event back in May/June of this year.

Judge Hebert presented a proclamation to AgriLife 4-H agents Angela Bosier and Justin Saenz proclaiming October 5-11 as National 4-H Week. Also on hand to present thank you baskets to the Court were 4-H members Hunter Bean, Katie Hyde, Kayla Kacser, Sheridan Reid, and Maci Rubesh.

5. **PUBLIC HEARINGS: 1:00 p.m.:**

A. **Conduct Public Hearing on the creation of Fort Bend County Reinvestment Zone No. 17 for tax abatement purposes pursuant to Sections 312.201 and 312.401 of the Texas Property Tax Code.**

Public hearing held.

Jack Belt of the Greater Fort Bend Economic Development Council spoke in favor of creating Reinvestment Zone 17.

No action.

B. **Conduct Public Hearing and take all appropriate action on Replat: Westheimer Lakes North Commercial Reserve Replat No. 1, Precinct 3.**

C. **Conduct Public Hearing and take all appropriate action on Replat: Crossing at Cinco Ranch Partial Replat No 1, Precinct 3.**

Public hearing held. No public comments.

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

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

CONSENT AGENDA ITEMS 6 - 26:

6. **OUT-OF-STATE TRAVEL: Record into Minutes the out-of-state travel for elected official:**

A. **Constable, Pct. 2: Constable Ruben Davis to Chicago, Illinois, October 23-28, 2015, to attend the International Association of Chiefs of Police Conference. (Fund: Constable, Pct. 2, Travel)**

Item 6 continued - Out-of-State Travel:

- B. **Constable, Pct. 2: Constable Ruben Davis to Washington, D. C, July 10-16, 2016, to attend the National Organization of Black Law Enforcement Executives Conference. (Fund: Constable, Pct. 2, Travel)**

- 7. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
 - A. **Constable, Pct. 2: Rodney Pentecost to Chicago, Illinois, October 23-28, 2015, to attend the International Association of Chiefs of Police Conference. (Fund: Constable, Pct. 2, Travel)**

 - B. **Constable, Pct. 2: Rodney Pentecost to Washington, D. C, July 10-16, 2016, to attend the National Organization of Black Law Enforcement Executives Conference. (Fund: Constable, Pct. 2, Travel)**

- 8. **COUNTY JUDGE:**
 - A. **Approve renewal of Agreement between Fort Bend County and the Fort Bend County Museum Association for historical services in the amount of \$100,000 and the Addendum Regarding DeWalt Heritage Center in the amount of \$25,000 effective through September 30, 2016. (Fund: Non-Departmental, Fees)**

 - B. **Approve renewal of Crisis Intervention Team Occupancy Agreement between Texana Center and Fort Bend County at no cost to the County effective through September 30, 2016.**

 - C. **Approve renewal of the Consultant Agreement between Fort Bend County and Hicks-Richardson Associates in the amount of \$42,000 for professional services regarding federal legislative issues through September 30, 2016. (Fund: Non-Departmental Fees)**

 - D. **Approve renewal of Agreement between Fort Bend County and the FBC Heritage Unlimited Museum in the amount of \$25,000 effective through September 30, 2016. (Fund: Non-Departmental, Fees)**

- 9. **COMMISSIONER, PCT. 1:**
 - A. **Approve Second Amendment to Agreement between Fort Bend County and Fresno Volunteer Fire Department to provide additional funding in the amount of \$37,418 for fire protection services in the Fresno/Arcola area for the 2015-2016 contract year, utilizing revenue received from BFI tipping fees. (Fund: Fresno/Arcola Projects)**

 - B. **Approve payment of Invoice No. 430-06 in the amount of \$88,996.29 to Transportation Economics & Management System, Inc. for professional services regarding the Highway 36 Corridor Rail Study. (Fund: Hwy 36 Corridor Project)**

10. **COMMISSIONER, PCT. 3:**

Approve the appointment of Nicole M. Johnson to Fort Bend County Children's Protective Services Welfare Board of Directors for a term effective November 1, 2015 through October 31, 2018.

11. **BUDGET TRANSFERS:**

- A. **Community Supervision & Corrections Department: Approve FY 2015 transfer in the amount of \$760 from Office Supplies into Information Technology to allocate funds for the purchase of a new scanner.**
- B. **Facilities Management & Planning: Approve FY 2016 transfer in the amount of \$475,000 as detailed on Director's form dated September 30, 2015, to allocate funds within the Capital Improvement Project into specific activity for the upgrades to Security System at the Justice Center.**
- C. **Health & Human Services - Veterans Services: Approve FY 2015 transfer in the amount of \$35 from Office Supplies into Information Technology to allocate funds into correct account for the purchase of wireless mouse.**
- D. **Vehicle Maintenance - Fleet Equipment: Approve FY 2015 transfer in the amount of \$168,217 as detailed on Budget Director's form dated September 29, 2015 to allocate funds for vehicle upfitting (\$100,560) and to equip four reserve vehicles maintained for availability by the Vehicle Maintenance Department.**

Pulled

12. **CONSTABLE, PCT. 1:**

Approve renewal of Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District No. 23 and Fort Bend County Municipal Utility District No. 24, effective through September 30, 2016.

13. **CONSTABLE, PCT. 2:**

- A. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Briargate Community Improvement Association effective through September 30, 2016.**
- B. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Quail Bridge Community Improvement Association effective through September 30, 2016.**

14. **CONSTABLE, PCT. 4:**

Approve renewal of Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility District No. 115, 128, 129, 149 effective through September 30, 2016.

15. **ENGINEERING - PAYMENTS FOR ONGOING PROJECTS:**

- A. **Approve payment of Invoice No. 10570 in the amount of \$28,544.94 to IDC, Inc. for professional engineering services regarding Crabb River Road, Mobility Bond Project No. X28, Precinct 1. (Fund: 2007 Mobility Bonds)**
- B. **Approve payment of Invoice No. 10540 in the amount of \$37,401.70 to IDC, Inc. for professional engineering services regarding Sansbury Boulevard, Mobility Bond Project No. 13111, Precinct 1. (Fund: 2013 Mobility Bonds)**
- C. **Approve payment of Invoice No. 3 in the amount of \$119,757.00 to Gunda Corporation for professional engineering services regarding Humphrey Way, Mobility Bond Project No. X9, Precinct 1. (Fund: 2007 Mobility Bonds)**
- D. **Approve payment of Invoice No. 8 in the amount of \$262,390.50 to Hassell Construction Co., Inc. for construction services regarding Golfview Drive, Mobility Bond Project No. 709, Precinct 1. (Fund: 2007 Mobility Bonds)**
- E. **Approve payment of Invoice No. 779-002-02 in the amount of \$22,471.65 to TSC Engineering for professional engineering services regarding Crossover Road, Mobility Bond Project No. 13307, Precinct 3. (Fund: 2013 Mobility Bonds)**
- F. **Approve payment of Invoice No. 1 in the amount of \$28,500.00 to HJ Consulting, Inc. for professional engineering services regarding Willie Melton Boulevard, Mobility Bond Project No. 13115, Precinct 1. (Fund: 2013 Mobility Bonds)**
- G. **Approve payment of Invoice No. 8 in the amount of \$529,783.90 to Allgood Construction Co., Inc. for construction services regarding Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)**
- H. **Approve payment of Invoice No. 15-08-010 in the amount of \$2,546.00 to Kelly R. Kaluza & Associates, Inc. for professional engineering services regarding Golfview Drive, Mobility Bond Project No. 709, Precinct 1. (Fund: 2007 Mobility Bonds)**
- I. **Approve payment of Invoice No. 15-08-009 in the amount of \$11,027.00 to Kelly R. Kaluza & Associates, Inc. for professional engineering services regarding Williams Way, Mobility Bond Project No. 747, Precinct 1. (Fund: 2007 Mobility Bonds)**
- J. **Approve payment of Invoice No. 00387148 in the amount of \$998.50 to PSI, Inc. for construction materials testing services regarding Williams Way, Mobility Bond Project No. 747, Precinct 1. (Fund: 2007 Mobility Bonds)**

Item 15 continued - Engineering - Payments for ongoing Projects:

- K. **Approve payment of Invoice No. 25629 in the amount of \$660.00 to Terra Associates, Inc. for professional engineering services regarding Sansbury Boulevard, Mobility Bond Project No. 13111, Precinct 1. (Fund: 2013 Mobility Bonds)**
 - L. **Approve payment of Invoice No. 815002 in the amount of \$83,903.67 to Klotz Associates, Inc. for project management services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
 - M. **Approve payment of Invoice No. 00182808 in the amount of \$352.68 to Bio-West, Inc. for environmental services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
 - N. **Approve payment of Invoice No. 00182807 in the amount of \$1,403.79 to Bio-West, Inc. for environmental services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
 - O. **Approve payment of Invoice No. 00182806 in the amount of \$5,716.96 to Bio-West, Inc. for environmental services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)**
 - P. **Approve payment of Invoice No. KCE08king02 in the amount of \$29,517.75 to KC United, Inc. for professional engineering services regarding Emmanuel King Road, Mobility Bond Project No. X26, Precinct 1. (Fund: 2007 Mobility Bonds)**
 - Q. **Approve payment of Invoice No. 1015001 in the amount of \$14,700.00 to Doucet & Associates for professional engineering services regarding Braxton Road, Mobility Bond Project No. 13116, Precinct 1. (Fund: 2013 Mobility Bonds)**
16. **ENGINEERING - PERMITS:**
- A. **Approve application from D. L. Elliott Enterprises, Inc. to bury a waterline on Riverwood Drive, Permit No. 2015-3208, Precinct 1.**
 - B. **Approve application from Comcast of Houston, LLC / Jier, LLC to bore under and bury cable along Sienna Parkway at 27 Waters Lake Blvd, Permit No. 2015-3255, Precinct 1.**
 - C. **Approve application from Devon Street Homes to construct a driveway on 7030 Belle Meadow Lane, Permit No. 2015-3122, Precinct 1.**
 - D. **Approve application from Devon Street Homes to construct a driveway on 28114 Hawkeye Ridge Lane, Permit No. 2015-3121, Precinct 3.**

Item 16 continued - Engineering - Permits:

- E. **Approve application from Reddico Construction Co., Inc. to bore under and bury a waterline along Evergreen Street, South Post Oak Blvd, California, West Dallas, Kentucky St, West Houston, W Main, Spruce, Elm, Mimosa, Maple, Hickory and additional streets for Freshwater Supply District Phase II, Permit No. 2015-3224, Pct 1.**
- F. **Approve application from Cruz Tec, Inc. to bury a waterline, sanitary sewer and storm drain on 9423 Spring Green Boulevard, Permit No. 2015-3120, Precinct 3.**
- G. **Approve application from Devon Street Homes to construct a driveway on 614 Orlandis Lane, Permit No. 2015-3204, Precinct 1.**
- H. **Approve release of performance bond #TX 880801 in the amount of \$5,000.00 to HPI Construction Co., Inc for completion of work on Winding Waters Lane and Lake Riverstone Drive, Permit No. 84703, Precinct 4.**
- I. **Approve release of performance bond #327010491 in the amount of \$20,000.00 to Gulf South Pipeline Company, LP for completion of work on Buffalo Bayou, Permit No. 84106, Precinct 3.**
- J. **Approve release of performance bond # CMB-12657-00 in the amount of \$5,000.00 to Mercury Homes / Castlerock Communities, LP for completion of work on Silver Crown Court, Permit No. 84638, Precinct 3.**
- K. **Approve release of performance bond # CMB-12568-00 in the amount of \$5,000.00 to Mercury Homes / Castlerock Communities, LP for completion of work on Lakeview Meadow Drive, Permit No. 84639, Precinct 1.**

17. ENGINEERING - PLATS, DEVELOPMENT RELATED ACTIVITY:

- A. **Accept the streets in Lakemont Lake Bend, Section 1: Ivy Bush Bend Lane 610.26 LF, and Barton Hollow Lane 799.51 LF for a total of 1,409.77 LF, and release bond #929501248 in the amount of \$92,680.00, Precinct 3.**
- B. **Accept the streets in Creekstone Village at Riverstone, Section 7 Phase 1: Pearl Pass Lane 320.00 LF, Sydney Park Lane 897.00 LF, and Lone Rock Lane 393.00 LF, for a total of 1,610.00 LF, and release bond #MNT91000046 in the amount of \$112,700.00, Precinct 4.**
- C. **Release bond #MNT9118228 in the amount of \$325,360.00 for Avalon at Riverstone, Section 6. The streets are private and will be maintained by the Homeowners Association, Pct 4.**
- D. **Accept the street in Aliana Brannock Avenue and Reserve: Brannock Avenue 965.78 LF, and release bond #456434S in the amount of \$67,605.00, Precinct 4.**

Item 17 continued - Engineering - Plats, Development Related Activity:

- E. **Set public hearing for acceptance of the traffic control plan for Lakemont Lake Bend, Section 1, Precinct 3. (Tuesday, November 3, 2015, at 1:00 p.m.)**
- F. **Set public hearing for acceptance of the traffic control plan for Creekstone Village at Riverstone, Section 7 Phase 1, Precinct 4. (Tuesday, November 3, 2015, at 1:00 p.m.)**
- G. **Set public hearing for acceptance of the traffic control plan for Aliana Brannock Avenue and Reserve, Precinct 4. (Tuesday, November 3, 2015, at 1:00 p.m.)**
- H. **Set public hearing for replat: Kormex Foods on Orchid Ridge Lane, Precinct 2. (Tuesday, November 10, 2015, at 1:00 p.m.)**
- I. **Approve the plat for Irby Cobb Boulevard Street Dedication No. Two, Precinct 1.**
- J. **Approve the plat for Tamarron Remote Water Well, Precinct 3.**
- K. **Approve the plat for Westheimer Lakes North Commercial Reserve Replat No. 1, Precinct 3.**
- L. **Approve the plat for Crossing at Cinco Ranch Partial Replat No 1, Precinct 3.**
- M. **Approve plat for the roads within Trails of Katy, Sec. 3, Precinct 3.**
- N. **Approve plat for the lots within Trails of Katy, Sec. 3, Precinct 3.**
- O. **Approve plat for the roads within Rivers Mist, Section Three, Precinct 1.**
- P. **Approve plat for the lots within Rivers Mist, Section Three, Precinct 1.**
- Q. **Approve plat for the roads within Kingdom Heights, Section Three, Precinct 1.**
- R. **Approve plat for the lots within Kingdom Heights, Section Three, Precinct 1.**
- S. **Approve plat for the roads within Williams Ranch, Sec. 1, Precinct 1.**
- T. **Approve plat for the lots within Williams Ranch, Sec. 1, Precinct 1.**
- U. **Approve plat for the roads within Grand Vista, Sec. 15, Precinct 2.**
- V. **Approve plat for the lots within Grand Vista, Sec. 15, Precinct 2.**

October 6, 2015

18. **FACILITIES MANAGEMENT & PLANNING:** The Director of Facilities Management & Planning submits these invoices for approval and payment for projects that have been budgeted and funded by Facility Bond and/or Capital Projects:
 - A. Pay Application No. 14-016 006 in the amount of \$193,056.10 to Bass Construction Co., Inc., for construction services regarding the new office building and addition to the Bud O'Shieles Community Center;
 - B. Invoice No. 170-10673-002-10 in the amount of \$20,772.40 to Lockwood, Andrews, & Newnam, Inc., for professional services regarding redesign of the combined heat and power plant (CHP) for the Jail;
 - C. Invoice No. 002R in the amount of \$10,860.60 to Sustaita Architects for Architectural Services regarding Four Corners Community Service Center (to be reimbursed by Fort Bend County Assistance District No. 6).

19. **HEALTH & HUMAN SERVICES:**
 - A. Approve First Amendment to Agreement for Colonoscopy Services between Fort Bend County and Greater Houston Gastroenterology (formerly Richmond Gastroenterology Associates) in the amount of \$41,250 effective through September 30, 2016. (Fund: 1115 Waiver)
 - B. Emergency Medical Service: Approve renewal of Agreement between Fort Bend County and Benjamin E. Oei, M.D. to serve as Medical Director of Fort Bend County Emergency Medical Service effective through September 30, 2016. (Fund: Emergency Medical Service, Fees)

20. **JUVENILE PROBATION & DETENTION**

Accept grant funds from the Office of the Governor, Criminal Justice Division, for the Transitions Work/Study Program: Educational Readiness in the amount of \$46,231, Grant # 2556003 with no cash match effective September 1, 2015 through August 31, 2016, and authorize County Judge designee to electronically accept the award.

21. **LIBRARY:**
 - A. Approve FY 2016 budget for the Sienna Branch Library prepared by the Sienna Library Operations Committee according to the Fort Bend County/Houston Community College System Library Cost Sharing/Joint Use Agreement, which is a component of Fort Bend County Libraries overall FY 2016 budget.
 - B. Approve renewal of Agreement between Fort Bend County and Coin Copier for the use of thirty-six copiers and a networked barcode scanner system utilized at the Fort Bend County Libraries effective October 1, 2015 through September 30, 2018.

22. PARKS & RECREATION:

- A. Approval Renewal Agreement for Programs between Fort Bend County and the YMCA of Greater Houston (including Fort Bend Branches) to provide outreach services as follows effective through September 30, 2016: Mustang Community Center in the amount of \$30,100; Beasley Elementary School in the amount of \$35,000; Barbara Jordan Community Center in the amount of \$35,000. (Fund: Parks Department)**
- B. Approval Renewal Agreement for Programs between Fort Bend County and the Boys and Girls Clubs of Greater Houston, Inc. to provide outreach services as follows effective through September 30, 2016: Fifth Street Community Center in the amount of \$140,000; Richmond-Rosenberg Community Center in the amount of \$125,000. (Fund: Parks Department)**

23. PURCHASING:

- A. Authorize advertising for proposals for background verification services.**

Pulled

- B. Authorize advertising for proposals for Employee Compensation Consulting Services.**

24. RISK MANAGEMENT:

Approve the Fort Bend County Employee Benefit Plan election under 42 U.S.C. §300gg-21 to be exempt from requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), for the plan year beginning January 1, 2016 through December 31, 2016.

25. ROAD & BRIDGE:

Approve payment of Invoice No. 1523 in the amount of \$12,111.75 to EPIC Transportation Group, LP for engineering services regarding ADA improvements to three intersections along Cinco Ranch Boulevard, Pct. 3. (Fund: Road & Bridge)

26. **SHERIFF'S OFFICE:**

Approve renewal of Interlocal Agreement between Fort Bend County and City of Weston Lakes for Use of the County's Public Radio System effective through September 30, 2016.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to approve consent agenda items 6 - 26; excepting items 11D and 23A.

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

Items 11D and 23A pulled.

27. **COUNTY JUDGE:**

- A. **Take all appropriate action on Resolution Nominating Candidate(s) for a Position on the Board of Directors of the Fort Bend Central Appraisal District for a term of office through December 31, 2017.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Resolution Nominating Candidate(s) Jim Kij, Paul Stamatias, Al Abramczyk, and Rhonda Zacharias for a Position on the Board of Directors of the Fort Bend Central Appraisal District for a term of office through December 31, 2017.

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

Item 27 continued - County Judge:

Commissioner Patterson asked if one of the County Commissioners could legally serve on the board.

Glen Whitehead, Chief Appraiser, Fort Bend Central Appraisal District, stated under the statute, Commissioners can serve on the Board of Directors, as well as school board members. Commissioners can be a part of the governing body as an elected official and as a servant.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to nominate Sam R. Mayson, Sr.

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

Judge Hebert noted the court placed all five names into nomination and it is up to the various entities to vote based on their weighted votes.

- B. Take all appropriate action to consider change in the regular meeting schedule for Commissioners Court during the month of December, 2015, to meet December 1, 8, and 15, 2015.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve change in the regular meeting schedule for Commissioners Court during the month of December, 2015, to meet December 1, 8, and 15, 2015.

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

28. COMMISSIONER, PCT. 1:

Take all appropriate action on Agreement between Fort Bend County and Fort Bend Seniors Meals on Wheels & Much, Much More in an amount not to exceed \$10,000 to provide meals and perform services for senior citizens at a location within Fort Bend County. (Fund: Non-Departmental Fees)

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Fort Bend Seniors Meals on Wheels & Much, Much More in an amount not to exceed \$10,000 to provide meals and perform services for senior citizens at a location within Fort Bend County. (Fund: Non-Departmental Fees)

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

29. COMMISSIONER, PCT. 2:

Take all appropriate action on request by Tom Abraham, on behalf of Zoya Enterprises, to waive penalty, interest and collection fees totaling \$939.61 on property taxes for Tax Years 2013 and 2014, Precinct 2.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to deny request by Tom Abraham, on behalf of Zoya Enterprises, to waive penalty, interest and collection fees totaling \$939.61 on property taxes for Tax Years 2013 and 2014, Precinct 2.

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

Commissioner Prestage stated there were no errors made on the part of the Tax Office or CAD; therefore, the penalty and interest for Tax Years 2013 and 2014 is denied.

30. COMMISSIONER, PCT. 4:

Take all appropriate action on request by Haumed Kafi to waive penalty, interest and collection fees totaling \$4,562.19 on property taxes for Tax Year 2014, Precinct 4.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers Duly put and unanimously carried (5-0), it is ordered to deny request by Haumed Kafi to waive penalty, interest and collection fees totaling \$4,562.19 on property taxes for Tax Year 2014, Precinct 4.

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

Commissioner Patterson stated there were no errors made on the part of the Tax Office or CAD; therefore, the penalty and interest for Tax Year 2014 is denied.

31. COMMUNITY DEVELOPMENT:

Take all appropriate action on the following agreements between Fort Bend County and U.S. Department of Housing and Urban Development (HUD) for FY 2015 funding, all of which are part of the FY 2015 Consolidated Plan approved by Commissioners Court on July 14, 2015, and authorize County Judge to sign all documents pertaining to the Agreements;

- **Community Development Block Grant (CDBG) in the amount of \$2,222,391;**
- **HOME Investment Partnerships (HOME) in the amount of \$436,211; and**
- **Emergency Solutions Grant (ESG) in the amount of \$195,277.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage Duly put and unanimously carried (5-0), it is ordered to approve the following agreements between Fort Bend County and U.S. Department of Housing and Urban Development (HUD) for FY 2015 funding, all of which are part of the FY 2015 Consolidated Plan approved by Commissioners Court on July 14, 2015, and authorize County Judge to sign all documents pertaining to the Agreements;

- **Community Development Block Grant (CDBG) in the amount of \$2,222,391;**
- **HOME Investment Partnerships (HOME) in the amount of \$436,211; and**
- **Emergency Solutions Grant (ESG) in the amount of \$195,277.**

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

32. ENGINEERING:

- A. Take all appropriate action on request for road closure of Katy Flewellen Road, from Saratoga Heights Lane to Cinco Trace/Spring Green Blvd., during construction, pursuant to Section 251.011 of the Texas Transportation Code, closure from October 7, 2015, Pct. 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve road closure of Katy Flewellen Road, from Saratoga Heights Lane to Cinco Trace/Spring Green Blvd., during construction, pursuant to Section 251.011 of the Texas Transportation Code, closure from October 7, 2015. Pct. 3.

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

- B. Take all appropriate action on Agreement to Contribute Right of Way Funds between Texas Department of Transportation and Fort Bend County in an amount not to exceed \$160,000 regarding FM 2234 at FM 521, Precinct 1. (Fund: Right of Way)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreement to Contribute Right of Way Funds between Texas Department of Transportation and Fort Bend County in an amount not to exceed \$160,000 regarding FM 2234 at FM 521, Precinct 1.
(Fund: Right of Way)

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

- C. Take all appropriate action to accept a certain 0.3053 acre tract of land for right of way dedication of Skinner Road, conveyed by Donation Deed from LM Development, LP to Fort Bend County, Texas and; record same in Official Public Records, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to accept a certain 0.3053 acre tract of land for right of way dedication of Skinner Road, conveyed by Donation Deed from LM Development, LP to Fort Bend County, Texas and; record same in Official Public Records, Precinct 3.

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

- D. **Take all appropriate action to accept a certain 0.186 acre tract of land for right of way dedication of Harvest Garden Boulevard (Harvest Green Dev.), conveyed by Donation Deed from Grand Parkway 1358 LP to Fort Bend County, Texas and; record same in Official Public Records; Pct. 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to accept a certain 0.186 acre tract of land for right of way dedication of Harvest Garden Boulevard (Harvest Green Dev.), conveyed by Donation Deed from Grand Parkway 1358 LP to Fort Bend County, Texas and; record same in Official Public Records; Pct. 4.

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

33. **HEALTH & HUMAN SERVICES:**

- A. **Emergency Medical Service: Take all appropriate action on request to transfer the amount of \$25,208 from FY 2015 Non-Departmental Contingency into Fleet Equipment to allocate additional funds necessary for replacement and upfitting of vehicle that was damaged beyond repair (Unit #R037).**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$25,208 from FY 2015 Non-Departmental Contingency into Fleet Equipment to allocate additional funds necessary for replacement and upfitting of vehicle that was damaged beyond repair (Unit #R037).

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

Commissioner Patterson questioned why these funds are coming from 2015 Non-Departmental Contingency.

Ed Sturdivant, County Auditor, noted the vehicles are project vehicles and are not just single purchase and out the door they go. Therefore, based on timing, the funds are live beyond 2015 and the vehicles are being put with the equipment that is already in place to upfit them.

Pamela Gubbels, Director of Finance & Investments, clarified the vehicle is the fifth reserve vehicle at the vehicle maintenance center where it will be upfitted and will be sent to EMS.

Item 33 continued - Health & Human Services:

- B. **Emergency Medical Service: Take all appropriate action on Cooperation Agreement between First Responder Organizations Providing Basic Life Support between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Cooperation Agreement between First Responder Organizations Providing Basic Life Support between Fort Bend County and Northeast Fort Bend County Volunteer Fire Department.

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

Commissioner Patterson asked Graig Temple to clarify this agreement.

Graig Temple, Chief of EMS, explained that EMS is in the process of updating several of the First Responder Organization agreements. This agreement from Northeast has expired and could not be renewed until placed on the agenda.

- C. **Social Services: Take all appropriate action on request to apply to United Way of Greater Houston for 2016 Veteran Services Grant, requesting \$40,000 in grant funds to provide services to Women Veterans in a collaborative effort between Fort Bend County and Katy Christian Ministries, with no cash match required by Fort Bend County.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve request to apply to United Way of Greater Houston for 2016 Veteran Services Grant, requesting \$40,000 in grant funds to provide services to Women Veterans in a collaborative effort between Fort Bend County and Katy Christian Ministries, with no cash match required by Fort Bend County.

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

34. **PARKS & RECREATION:**

Take all appropriate action on the Revocable License Agreement between Fresno Gators and Fort Bend County regarding the use of Mustang Park for youth sporting activities until September 1, 2018, or unless terminated sooner pursuant to the terms of this Agreement.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Revocable License Agreement between Fresno Gators and Fort Bend County regarding the use of Mustang Park for youth sporting activities until September 1, 2018, or unless terminated sooner pursuant to the terms of this Agreement.

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

35. **PUBLIC TRANSPORTATION:**

- A. **Take all appropriate action on Modification No. 5 to the Interagency Agreement between Fort Bend County and the Metropolitan Transit Authority (METRO) for Job Access/Reverse Commute and New Freedom Project, accepting an additional award of \$745,138 in federal funds, with \$426,140 in local match. (Fund: Public Transportation, Grant Allocation)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Modification No. 5 to the Interagency Agreement between Fort Bend County and the Metropolitan Transit Authority (METRO) for Job Access/Reverse Commute and New Freedom Project, accepting an additional award of \$745,138 in federal funds, with \$426,140 in local match. (Fund: Public Transportation, Grant Allocation)

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

Item 35 continued - Public Transportation:

- B. Take all appropriate action on request for FY 2015 transfer in the amount of \$2,303,840 as detailed on Director's form dated September 30, 2015, to allocate local match required for Modification No. 5 to the Interagency Agreement with METRO, and to allocate the County's FY 2015 match for Public Transportation Map 21 mitigation plan.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve FY 2015 transfer in the amount of \$2,303,840 as detailed on Director's form dated September 30, 2015, to allocate local match required for Modification No. 5 to the Interagency Agreement with METRO, and to allocate the County's FY 2015 match for Public Transportation Map 21 mitigation plan.

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

36. PURCHASING:

- A. Take all appropriate action on request to purchase 2016 vehicles for various County departments, as detailed on list presented by Purchasing Agent pursuant to Bid 15-028.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to purchase 2016 vehicles for various County departments, as detailed on list presented by Purchasing Agent pursuant to Bid 15-028, which includes the 2015 renewed bids and the purchase of Fusions and trucks from Helfman Ford as listed in the report given to the commissioners.

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

Item 36 continued - Purchasing:

- B. Take all appropriate action on Bid 16-024 for the purchase of vehicles, and authorize the purchase of vehicles for various County departments, as detailed on list presented by Purchasing Agent.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to invoke a 3% local vendor preference; according to the tabulation, for vehicles 1, 2, 11, 16 & 18.

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

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to award bid 16-024 to the following:
Classic Chevrolet - vehicles 1-8, 12, 13, and 16.
Helfman Ford - vehicles 9-11, 14, 15, 17, 19-21, and 24.
Helfman Dodge - vehicle 18.
Grande Truck Center - vehicles 22 and 23 which did not have the 3%.

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

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to purchase vehicles pursuant to 2016 Vehicle Order Bid 16-024, with the list of vehicles posted on AgendaLink which had the following two corrections made: Constable Precinct 2 Tahoe will get three Tahoes; two replacements, one addition. The request for the fourth Tahoe has been deleted. Juvenile had two Tahoes, listed as additions and should be listed as replacements.

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

Item 36 continued - Purchasing:

- C. **Take all appropriate action on Agreement for Regional Emergency Public Information Site Development between Fort Bend County and Resource Data, Inc., pursuant to RFP 15-087, for an amount not to exceed \$194,000. (Fund: Office of Emergency Management, Grant)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Regional Emergency Public Information Site Development between Fort Bend County and Resource Data, Inc., pursuant to RFP 15-087, for an amount not to exceed \$194,000. (Fund: Office of Emergency Management, Grant)

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

- D. **Take all appropriate action on Bid 16-025, term contract for Children's Books from a Local Vendor.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to award Bid 16-025, term contract for Children's Books to Southwest Books of Stafford at a 35% discount.

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

- E. **Take all appropriate action on recommendation to renew CompBenefits Insurance Company, a subsidiary of Humana, as Fort Bend County's Group Vision Insurance and DHMO Dental Plan provider, and to accept the premium rates submitted for Plan Year 2016 to become effective January 1, 2016.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve, as presented noting there is no change to the premiums, recommendation to renew CompBenefits Insurance Company, a subsidiary of Humana, as Fort Bend County's Group Vision Insurance and DHMO Dental Plan provider, and to accept the premium rates submitted for Plan Year 2016 to become effective January 1, 2016.

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

Item 36 continued - Purchasing:

- F. **Take all appropriate action on recommendation to renew Unum as Fort Bend County's Group Long Term Care, Long Term Disability and Voluntary Life/Accidental Death and Dismemberment plan provider and to accept the premium rates submitted for Plan Year 2016 to become effective January 1, 2016.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve, as presented noting there is no change in premiums, recommendation to renew Unum as Fort Bend County's Group Long Term Care, Long Term Disability and Voluntary Life/Accidental Death and Dismemberment plan provider and to accept the premium rates submitted for Plan Year 2016 to become effective January 1, 2016.

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

- G. **Take all appropriate action on request for price increase by Durwood Greene Construction Company, pursuant to Bid 15-049, term contract for Concrete Curbs and Gutters.**

Moved by Commissioner Morrison, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve price increase of 13.68%, which is allowed by the contract, by Durwood Greene Construction Company, pursuant to Bid 15-049, term contract for Concrete Curbs and Gutters.

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

Item 36 continued - Purchasing:

- II. Take all appropriate action on Second Amendment to Agreement for Professional Engineering Services between Fort Bend County and Gunda Corporation, LLC to increase the scope of services by \$103,500 for a total contract amount not to exceed \$629,827.60 regarding Humphrey Way, pursuant to SOQ 13-053, Mobility Bond Project No. X9, Precinct 1. (Fund: 2007 Mobility Bonds)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement for Professional Engineering Services between Fort Bend County and Gunda Corporation, LLC to increase the scope of services by \$103,500 for a total contract amount not to exceed \$629,827.60 regarding Humphrey Way, pursuant to SOQ 13-053, Mobility Bond Project No. X9, Precinct 1. (Fund: 2007 Mobility Bonds)

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

- I. Take all appropriate action on Second Amendment to Agreement for Professional Environmental Services between Fort Bend County and Berg-Oliver Associates, Inc. in an additional amount not to exceed \$121,856 for a total contract amount of \$160,826, pursuant to SOQ 14-025, regarding Doris Road, Mobility Bond Project No. 13105, Precinct 1. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement for Professional Environmental Services between Fort Bend County and Berg-Oliver Associates, Inc. in an additional amount not to exceed \$121,856 for a total contract amount of \$160,826, pursuant to SOQ 14-025, regarding Doris Road, Mobility Bond Project No. 13105, Precinct 1. (Fund: 2013 Mobility Bonds)

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

Item 36 continued - Purchasing:

- J. Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and Van De Wiele & Vogler, Inc. in an amount not to exceed \$75,522 pursuant to SOQ 14-025 regarding Powerline Road, Mobility Bond Project No. 13110, Precinct 1. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and Van De Wiele & Vogler, Inc. in an amount not to exceed \$75,522 pursuant to SOQ 14-025 regarding Powerline Road, Mobility Bond Project No. 13110, Precinct 1. (Fund: 2013 Mobility Bonds)

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

- K. Take all appropriate action on Amendment to Agreement for Professional Environmental Services between Fort Bend County and SWCA Environmental Consultants, pursuant to SOQ 14-025, to increase the scope of services by \$43,100 for a total contract amount not to exceed \$78,946 regarding Bellaire Boulevard, Mobility Bond Project No. 13202, Precinct 2. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement for Professional Environmental Services between Fort Bend County and SWCA Environmental Consultants, pursuant to SOQ 14-025, to increase the scope of services by \$43,100 for a total contract amount not to exceed \$78,946 regarding Bellaire Boulevard, Mobility Bond Project No. 13202, Precinct 2. (Fund: 2013 Mobility Bonds)

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

Item 36 continued - Purchasing:

- L. **Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and Amani Engineering, Inc. in an amount not to exceed \$425,286, pursuant to SOQ 14-025, regarding South Post Oak, Mobility Bond Project No. 13112, Precinct 1. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and Amani Engineering, Inc. in an amount not to exceed \$425,286, pursuant to SOQ 14-025, regarding South Post Oak, Mobility Bond Project No. 13112, Precinct 1. (Fund: 2013 Mobility Bonds)

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

37. SHERIFF'S OFFICE:

- A. **Take all appropriate action on Interlocal Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 5 for Use of the County's Public Radio System effective through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and Fort Bend County Emergency Services District No. 5 for Use of the County's Public Radio System effective through September 30, 2016.

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

Item 37 continued - Sheriff's Office:

- B. Take all appropriate action on First Amendment to Professional Services Agreement for Intelligence Analysts between Fort Bend County and MVM, Inc., to provide intelligence analyst services as a contractor under the High Intensity Drug Trafficking Area Program (HIDTA) for the period of October 1, 2015 through September 30, 2016. (Fund: HIDTA Grant)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve First Amendment to Professional Services Agreement for Intelligence Analysts between Fort Bend County and MVM, Inc., to provide intelligence analyst services as a contractor under the High Intensity Drug Trafficking Area Program (HIDTA) for the period of October 1, 2015 through September 30, 2016. (Fund: HIDTA Grant)

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

- 38. Approve Bills.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$11,117,868.44.

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

- 39. Ratify the release of time sensitive payments by County Auditor on September 24, 2015.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to authorize County Auditor to pay and release time sensitive payments on September 24, 2015 in the amount of \$529,890.63.

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

Recess:

Recessed at 1:42 p.m.

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

§ 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.

- A. **Harold Mathis vs. Fort Bend County, Texas; Case No. 14-DCV-213284 in the 400th Judicial District Court of Fort Bend County, Texas.**
- B. **Potential Litigation regarding Volkswagen Group of America, Inc.; Audi of America, LLC.**

Closed Session:

Convened at 2:02 p.m.
Adjourned at 2:33 p.m.

Reconvene:

Reconvened at 2:39 p.m.

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

§ 551.071. Consultation With Attorney.

A. **Harold Mathis vs. Fort Bend County, Texas; Case No. 14-DCV-213284 in the 400th Judicial District Court of Fort Bend County, Texas.**

Moved by Commissioner Morrison, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is moved to authorize the County Attorney to incur additional litigation expenses not to exceed Fifty Thousand and 00/100 (\$50,000.00).

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

B. **Potential Litigation regarding Volkswagen Group of America, Inc.; Audi of America, LLC.**

Moved by Commissioner Meyers, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is moved to authorize litigation and for the County Attorney to negotiate contingent fee agreement with law firms to serve as special counsel in connection with a lawsuit against Volkswagon Group of America, Inc.; Audi of America, LLC; et al; and authorize the County Judge to sign such contingent fee agreement upon negotiation by the County Attorney.

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

Judge Hebert asked if funding should be authorized now or if it should be done in another motion.

Marcus Spencer, First Assistant County Attorney, suggested pulling the funds out of the County Attorneys expenses, but a funding source could be named now since we have the opportunity to do so.

Judge Hebert recommended authorizing funds at another meeting.

Commissioner Patterson asked if this authorizes the court to move forward with filing the lawsuit.

Marcus Spencer confirmed it does authorize litigation and allows negotiation with several law firms moving forward.

42. **Adjournment.**

Commissioners Court adjourned at 2:42 p.m. on Tuesday, October 6, 2015.

October 6, 2015

DRAINAGE DISTRICT BOARD MINUTES

BE IT REMEMBERED, That on this 6TH DAY of OCTOBER, 2015, The Drainage District Board of Fort Bend County, Texas, met at a scheduled meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
RICHARD MORRISON	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
LINDA WILLIS FOR LAURA RICHARD	COUNTY CLERK
MARK VOGLER	DRAINAGE DISTRICT MANAGER

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

1. Call to Order.

Call to Order by Judge Hebert at 1:12 p.m.

2. Take all appropriate action on acceptance of a Drainage District Right-of-Way Easement for Big Creek within the Barnabas Wickson Survey, Abstract 95 of Fort Bend County, Texas, Precinct 1.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve acceptance of a Drainage District Right-of-Way Easement for Big Creek within the Barnabas Wickson Survey, Abstract 95 of Fort Bend County, Texas, Precinct 1.

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

Recess:

Recessed at 1:14 p.m.

October 6, 2015

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

§ 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.

Kerry A. Kilburn and Cynthia H. Kilburn vs. Fort Bend County Drainage District. Case No. 11-CCV-044047; in the County Court at Law Number One (1) of Fort Bend County, Texas.

Closed Session:

Convened at 1:56 p.m.
Adjourned at 2:02 p.m.

Reconvene:

Reconvened at 2:38 p.m.

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

§ 551.071. Consultation With Attorney.

Kerry A. Kilburn and Cynthia H. Kilburn vs. Fort Bend County Drainage District. Case No. 11-CCV-044047; in the County Court at Law Number One (1) of Fort Bend County, Texas.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to authorize the County Judge to execute and deliver the settlement agreement recommended for approval by the County Attorney in Cause #11-CCV-044047, to accept Deeds for the aforementioned properties and to approve such terms and provisions for the full and final settlement of all claims set forth therein.
Settlement funds from 160620100, 6300.

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

5. **Adjournment.**

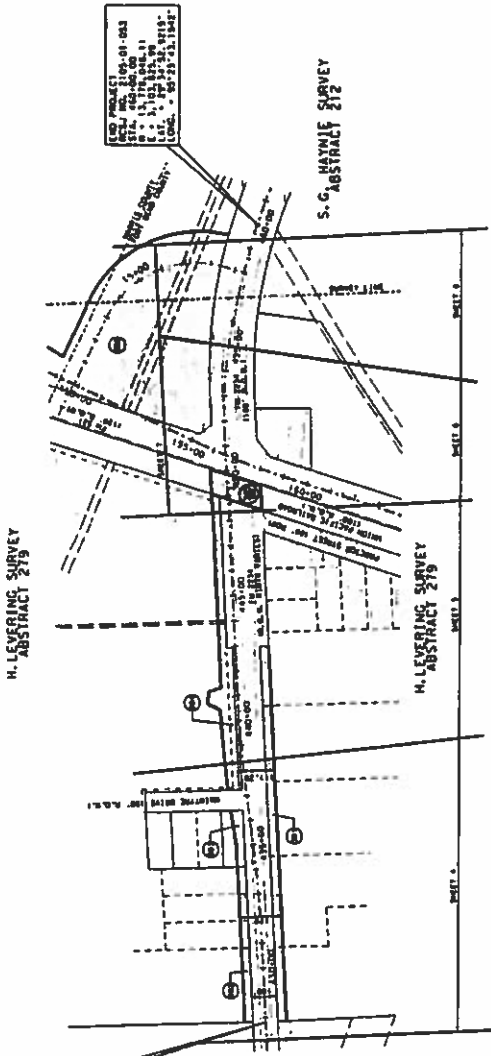
The Drainage District Board adjourned at 2:39 p.m. on Tuesday, October 6, 2015.

County Fort Bend
District Houston
ROW CSJ # 2105-01-053
CCSJ # 2105-01-048
Federal Project #: _____
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



- NOTES**
1. INSTRUMENT DATED SEPTEMBER, 1911.
 2. ALL THE VARIOUS CORNER MARKERS, BOUNDARIES, DISTANCES, BEARINGS, ETC., ARE SHOWN AS THEY WERE FOUND BY A COMPLETE RE-SURVEY MADE BY T. GIBBS, JR., CIVIL ENGINEER, IN 1911.
 3. THE AREA OF THIS SURVEY IS 1,100.00 ACRES, AS SHOWN BY THE PLAN AND LISTED IN THE ACCOMPANYING TABLE.
 4. THIS SURVEY WAS COMPLETED BY T. GIBBS, JR., CIVIL ENGINEER, IN 1911.
 5. THE CORNER MARKERS, BOUNDARIES, DISTANCES, BEARINGS, ETC., ARE SHOWN AS THEY WERE FOUND BY A COMPLETE RE-SURVEY MADE BY T. GIBBS, JR., CIVIL ENGINEER, IN 1911.
 6. THIS SURVEY WAS COMPLETED BY T. GIBBS, JR., CIVIL ENGINEER, IN 1911.



SECTION 279

ACRES 1,100.00

SECTION 212

ACRES 1,100.00

SECTION 279

ACRES 1,100.00

INDEX OF UTILITIES

INDEX OF PARCELS

PARCEL INDEX

FM 2234

NO.	SECTION	TOWNSHIP	RANGE
1	279	22N	23E
2	279	22N	23E
3	279	22N	23E
4	279	22N	23E
5	279	22N	23E
6	279	22N	23E
7	279	22N	23E
8	279	22N	23E
9	279	22N	23E
10	279	22N	23E

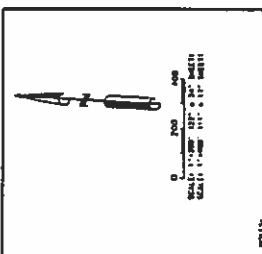
INDEX OF UTILITIES

NO.	SECTION	TOWNSHIP	RANGE	UTILITY
1	279	22N	23E	WATER
2	279	22N	23E	SEWER
3	279	22N	23E	ELECTRIC
4	279	22N	23E	TELEPHONE
5	279	22N	23E	WATER
6	279	22N	23E	SEWER
7	279	22N	23E	ELECTRIC
8	279	22N	23E	TELEPHONE
9	279	22N	23E	WATER
10	279	22N	23E	SEWER
11	279	22N	23E	ELECTRIC
12	279	22N	23E	TELEPHONE
13	279	22N	23E	WATER
14	279	22N	23E	SEWER
15	279	22N	23E	ELECTRIC
16	279	22N	23E	TELEPHONE
17	279	22N	23E	WATER
18	279	22N	23E	SEWER
19	279	22N	23E	ELECTRIC
20	279	22N	23E	TELEPHONE

INDEX OF PARCELS

NO.	SECTION	TOWNSHIP	RANGE	PARCEL
1	279	22N	23E	1
2	279	22N	23E	2
3	279	22N	23E	3
4	279	22N	23E	4
5	279	22N	23E	5
6	279	22N	23E	6
7	279	22N	23E	7
8	279	22N	23E	8
9	279	22N	23E	9
10	279	22N	23E	10
11	279	22N	23E	11
12	279	22N	23E	12
13	279	22N	23E	13
14	279	22N	23E	14
15	279	22N	23E	15
16	279	22N	23E	16
17	279	22N	23E	17
18	279	22N	23E	18
19	279	22N	23E	19
20	279	22N	23E	20

PARCEL INDEX SHEET



- NOTES:**
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL ANGLES ARE IN DEGREES AND MINUTES.
 3. ALL CURVES ARE TO THE RIGHT UNLESS OTHERWISE NOTED.
 4. ALL POINTS ARE TO BE SET BY THE SURVEYOR.
 5. ALL POINTS ARE TO BE SET BY THE SURVEYOR.
 6. ALL POINTS ARE TO BE SET BY THE SURVEYOR.

STATION DATA

STATION	DATE	TIME	BY
1	12-15-51	11:00	W. J. HAYNIS
2	12-15-51	11:00	W. J. HAYNIS
3	12-15-51	11:00	W. J. HAYNIS
4	12-15-51	11:00	W. J. HAYNIS
5	12-15-51	11:00	W. J. HAYNIS
6	12-15-51	11:00	W. J. HAYNIS
7	12-15-51	11:00	W. J. HAYNIS
8	12-15-51	11:00	W. J. HAYNIS
9	12-15-51	11:00	W. J. HAYNIS
10	12-15-51	11:00	W. J. HAYNIS

STATION DATA

STATION	DATE	TIME	BY
11	12-15-51	11:00	W. J. HAYNIS
12	12-15-51	11:00	W. J. HAYNIS
13	12-15-51	11:00	W. J. HAYNIS
14	12-15-51	11:00	W. J. HAYNIS
15	12-15-51	11:00	W. HAYNIS
16	12-15-51	11:00	W. HAYNIS
17	12-15-51	11:00	W. HAYNIS
18	12-15-51	11:00	W. HAYNIS
19	12-15-51	11:00	W. HAYNIS
20	12-15-51	11:00	W. HAYNIS

STATION DATA

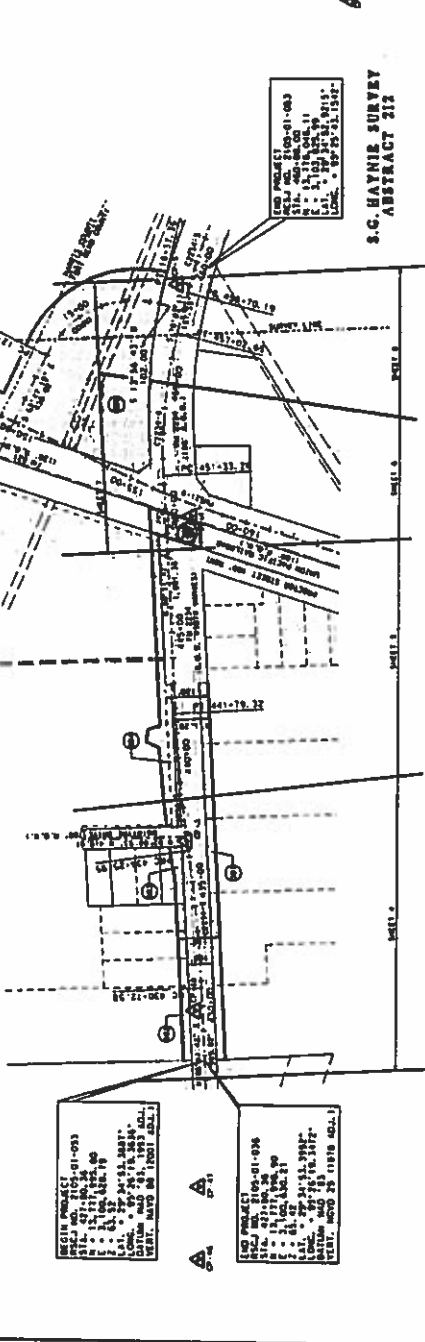
STATION	DATE	TIME	BY
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22	12-15-51	11:00	W. HAYNIS
23	12-15-51	11:00	W. HAYNIS
24	12-15-51	11:00	W. HAYNIS
25	12-15-51	11:00	W. HAYNIS
26	12-15-51	11:00	W. HAYNIS
27	12-15-51	11:00	W. HAYNIS
28	12-15-51	11:00	W. HAYNIS
29	12-15-51	11:00	W. HAYNIS
30	12-15-51	11:00	W. HAYNIS

STATION DATA

STATION	DATE	TIME	BY
31	12-15-51	11:00	W. HAYNIS
32	12-15-51	11:00	W. HAYNIS
33	12-15-51	11:00	W. HAYNIS
34	12-15-51	11:00	W. HAYNIS
35	12-15-51	11:00	W. HAYNIS
36	12-15-51	11:00	W. HAYNIS
37	12-15-51	11:00	W. HAYNIS
38	12-15-51	11:00	W. HAYNIS
39	12-15-51	11:00	W. HAYNIS
40	12-15-51	11:00	W. HAYNIS

STATION DATA

STATION	DATE	TIME	BY
41	12-15-51	11:00	W. HAYNIS
42	12-15-51	11:00	W. HAYNIS
43	12-15-51	11:00	W. HAYNIS
44	12-15-51	11:00	W. HAYNIS
45	12-15-51	11:00	W. HAYNIS
46	12-15-51	11:00	W. HAYNIS
47	12-15-51	11:00	W. HAYNIS
48	12-15-51	11:00	W. HAYNIS
49	12-15-51	11:00	W. HAYNIS
50	12-15-51	11:00	W. HAYNIS



PROPERTY CROSSING TABLE

ROAD NAME	BUSINESS CLASSIFICATION	CROSSING POINT	EASTING	NORTHING
WINDING DRIVE	418-82-80	13,216.033-24	3,101,506.99	
PACIFIC STREET	649-02-37	13,216.138-33	3,102,083.35	

POINT	NORTH	EAST	ELEV.	DESC.
1	11,777.473	1,851.113	1,020	TOP OF CURB
2	11,777.473	1,851.113	1,020	TOP OF CURB
3	11,777.473	1,851.113	1,020	TOP OF CURB
4	11,777.473	1,851.113	1,020	TOP OF CURB
5	11,777.473	1,851.113	1,020	TOP OF CURB
6	11,777.473	1,851.113	1,020	TOP OF CURB
7	11,777.473	1,851.113	1,020	TOP OF CURB
8	11,777.473	1,851.113	1,020	TOP OF CURB
9	11,777.473	1,851.113	1,020	TOP OF CURB
10	11,777.473	1,851.113	1,020	TOP OF CURB
11	11,777.473	1,851.113	1,020	TOP OF CURB
12	11,777.473	1,851.113	1,020	TOP OF CURB
13	11,777.473	1,851.113	1,020	TOP OF CURB
14	11,777.473	1,851.113	1,020	TOP OF CURB
15	11,777.473	1,851.113	1,020	TOP OF CURB
16	11,777.473	1,851.113	1,020	TOP OF CURB
17	11,777.473	1,851.113	1,020	TOP OF CURB
18	11,777.473	1,851.113	1,020	TOP OF CURB
19	11,777.473	1,851.113	1,020	TOP OF CURB
20	11,777.473	1,851.113	1,020	TOP OF CURB
21	11,777.473	1,851.113	1,020	TOP OF CURB
22	11,777.473	1,851.113	1,020	TOP OF CURB
23	11,777.473	1,851.113	1,020	TOP OF CURB
24	11,777.473	1,851.113	1,020	TOP OF CURB
25	11,777.473	1,851.113	1,020	TOP OF CURB
26	11,777.473	1,851.113	1,020	TOP OF CURB
27	11,777.473	1,851.113	1,020	TOP OF CURB
28	11,777.473	1,851.113	1,020	TOP OF CURB
29	11,777.473	1,851.113	1,020	TOP OF CURB
30	11,777.473	1,851.113	1,020	TOP OF CURB
31	11,777.473	1,851.113	1,020	TOP OF CURB
32	11,777.473	1,851.113	1,020	TOP OF CURB
33	11,777.473	1,851.113	1,020	TOP OF CURB
34	11,777.473	1,851.113	1,020	TOP OF CURB
35	11,777.473	1,851.113	1,020	TOP OF CURB
36	11,777.473	1,851.113	1,020	TOP OF CURB
37	11,777.473	1,851.113	1,020	TOP OF CURB
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39	11,777.473	1,851.113	1,020	TOP OF CURB
40	11,777.473	1,851.113	1,020	TOP OF CURB
41	11,777.473	1,851.113	1,020	TOP OF CURB
42	11,777.473	1,851.113	1,020	TOP OF CURB
43	11,777.473	1,851.113	1,020	TOP OF CURB
44	11,777.473	1,851.113	1,020	TOP OF CURB
45	11,777.473	1,851.113	1,020	TOP OF CURB
46	11,777.473	1,851.113	1,020	TOP OF CURB
47	11,777.473	1,851.113	1,020	TOP OF CURB
48	11,777.473	1,851.113	1,020	TOP OF CURB
49	11,777.473	1,851.113	1,020	TOP OF CURB
50	11,777.473	1,851.113	1,020	TOP OF CURB

CONTROL SHEET

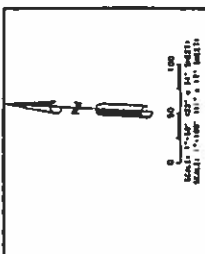
NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROPERTY CROSSING TABLE

ROAD NAME	BUSINESS CLASSIFICATION	CROSSING POINT	EASTING	NORTHING
WINDING DRIVE	418-82-80	13,216.033-24	3,101,506.99	
PACIFIC STREET	649-02-37	13,216.138-33	3,102,083.35	

STATION DATA

STATION	DATE	TIME	BY
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7	12-15-51	11:00	W. J. HAYNIS
8	12-15-51	11:00	W. J. HAYNIS
9	12-15-51	11:00	W. J. HAYNIS
10	12-15-51	11:00	W. J. HAYNIS



- NOTES:
1. CONTACT DATE: SEPTEMBER, 1913.
 2. ALL SURVEYS AND ADJUSTMENTS ARE MADE TO THE ORIGINAL RECORDS AND NOT TO THE REPRODUCED RECORDS. THE REPRODUCED RECORDS ARE SUBJECT TO THE SAME ERRORS AS THE ORIGINAL RECORDS.
 3. THESE CORRECTIONS ARE MADE TO THE ORIGINAL RECORDS AND NOT TO THE REPRODUCED RECORDS. THE REPRODUCED RECORDS ARE SUBJECT TO THE SAME ERRORS AS THE ORIGINAL RECORDS.
 4. THESE CORRECTIONS ARE MADE TO THE ORIGINAL RECORDS AND NOT TO THE REPRODUCED RECORDS. THE REPRODUCED RECORDS ARE SUBJECT TO THE SAME ERRORS AS THE ORIGINAL RECORDS.
 5. THESE CORRECTIONS ARE MADE TO THE ORIGINAL RECORDS AND NOT TO THE REPRODUCED RECORDS. THE REPRODUCED RECORDS ARE SUBJECT TO THE SAME ERRORS AS THE ORIGINAL RECORDS.
 6. THESE CORRECTIONS ARE MADE TO THE ORIGINAL RECORDS AND NOT TO THE REPRODUCED RECORDS. THE REPRODUCED RECORDS ARE SUBJECT TO THE SAME ERRORS AS THE ORIGINAL RECORDS.
 7. THESE CORRECTIONS ARE MADE TO THE ORIGINAL RECORDS AND NOT TO THE REPRODUCED RECORDS. THE REPRODUCED RECORDS ARE SUBJECT TO THE SAME ERRORS AS THE ORIGINAL RECORDS.

SECTION 13, T12N, R10E, S12E, RANGE 10E, TOWNSHIP 12N, RANGE 10E, SECTION 13, COUNTY OF TARRANT, TEXAS

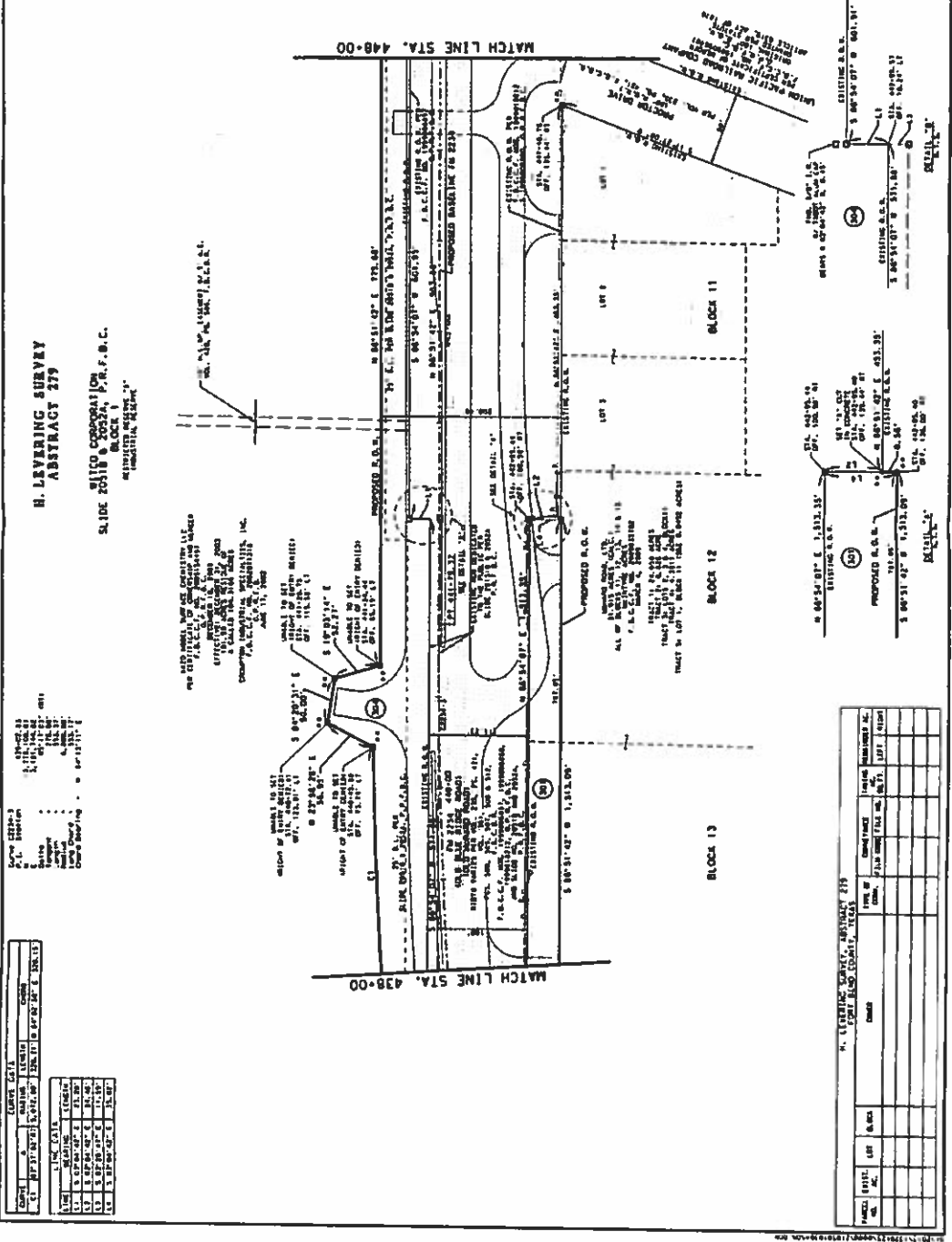
0 mm

Scale of Enlargement

LAMBERTSON CONSERVANTS, INC.
7475 W. WILLOW CREEK
DALLAS, TEXAS 75230

FM 2234
RIGHT OF WAY

DATE	BY	REVISION
10/15/13	J.M.	1
11/15/13	J.M.	2
12/15/13	J.M.	3
01/15/14	J.M.	4
02/15/14	J.M.	5
03/15/14	J.M.	6
04/15/14	J.M.	7
05/15/14	J.M.	8
06/15/14	J.M.	9
07/15/14	J.M.	10
08/15/14	J.M.	11
09/15/14	J.M.	12
10/15/14	J.M.	13
11/15/14	J.M.	14
12/15/14	J.M.	15



H. LEVERING SURVEY
ABSTRACT 279

SLIDE ZONE
BLOCK 11
TARRANT COUNTY, TEXAS

Survey Station

Station	Bearing	Distance
1	S 89° 51' 07" E	1313.35'
2	S 89° 51' 07" E	1313.35'
3	S 89° 51' 07" E	1313.35'
4	S 89° 51' 07" E	1313.35'
5	S 89° 51' 07" E	1313.35'
6	S 89° 51' 07" E	1313.35'
7	S 89° 51' 07" E	1313.35'
8	S 89° 51' 07" E	1313.35'
9	S 89° 51' 07" E	1313.35'
10	S 89° 51' 07" E	1313.35'
11	S 89° 51' 07" E	1313.35'
12	S 89° 51' 07" E	1313.35'
13	S 89° 51' 07" E	1313.35'
14	S 89° 51' 07" E	1313.35'
15	S 89° 51' 07" E	1313.35'
16	S 89° 51' 07" E	1313.35'
17	S 89° 51' 07" E	1313.35'
18	S 89° 51' 07" E	1313.35'
19	S 89° 51' 07" E	1313.35'
20	S 89° 51' 07" E	1313.35'

THE CITY OF DALLAS, TEXAS, HAS ADOPTED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345

PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS, HELD AT THE CITY CLERK'S OFFICE, ON THE 15TH DAY OF SEPTEMBER, 1913.

ATTEST:

CITY CLERK

H. LEVERING SURVEY, ABSTRACT 279
TARRANT COUNTY, TEXAS

Block	Lot	Area	Owner
11	1		
11	2		
11	3		
11	4		
11	5		
11	6		
11	7		
11	8		
11	9		
11	10		
11	11		
11	12		
11	13		
11	14		
11	15		
11	16		
11	17		
11	18		
11	19		
11	20		
12	1		
12	2		
12	3		
12	4		
12	5		
12	6		
12	7		
12	8		
12	9		
12	10		
12	11		
12	12		
12	13		
12	14		
12	15		
12	16		
12	17		
12	18		
12	19		
12	20		
13	1		
13	2		
13	3		
13	4		
13	5		
13	6		
13	7		
13	8		
13	9		
13	10		
13	11		
13	12		
13	13		
13	14		
13	15		
13	16		
13	17		
13	18		
13	19		
13	20		

Standard Agreement to Contribute State Performs Work Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$ 900,000.00	90%	\$810,000.00	10%	\$ 90,000.00
Reimbursable Utility Adjustments	\$ 700,000.00	0%	\$630,000.00	10%	\$ 70,000.00
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$	00%	\$0	0%	\$0
	\$	00%	\$0	0%	\$0
	\$	00%	\$0	0%	\$0
TOTAL	\$1,600,000.00	90%	\$1,440,000.00	10%	\$160,000.00

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.