

County Fort Bend
 District Houston
 ROW CSJ # 0089-09-085
 CCSJ # 0089-09-083
 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. US 59 From West of Doris Road to East of Doris Road 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:
Fort Bend County Judge 401 Jackson St. Richmond, Tx 77469 Fort Bend County Engineering 301 Jackson St., Ste 401 Richmond, Tx 77469	Director of Right of Way Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

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

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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.

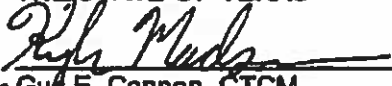
THE LOCAL GOVERNMENT


Signature
Robert E. Hebert

Typed or Printed Name
County Judge

Title
April 12, 2016

Date

THE STATE OF TEXAS


for Gus E. Cannon, CTCM
Interim Director, Right of Way Division
Texas Department of Transportation
5/25/16

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 12th day of April, 2016.



LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Mayer seconded by Commissioner Patterson, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 26th day of April, 2016.



ROBERT E. HEBERT, COUNTY JUDGE

April 12, 2016

MINUTES

BE IT REMEMBERED, That on this 12TH DAY of APRIL, 2016, 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 Grady Prestage.

Invocation and Pledges of Allegiance by Commissioner Grady Prestage.

3. Approve minutes of regular meeting held on April 5, 2016.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on April 5, 2016.

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

4. Public Comments regarding the Agenda and Announcements.

No public comments.

CONSENT AGENDA ITEMS 5 -16:

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

County Clerk: Laura Richard to Park City, Utah, September 6-8, 2016, to attend the Tyler Technologies Courts & Justice Executive Forum. (Fund: County Clerk, Records Management, Travel)

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

A. County Clerk: Diane Shepard and Jennifer Cook to Park City, Utah, September 6-8, 2016, to attend the Tyler Technologies Courts & Justice Executive Forum. (Fund: County Clerk, Records Management, Travel)

B. Information Technology: Ray Webb to Orlando, Florida, October 16-21, 2016, to attend the Gartner Symposium/IT Expo 2016. (Fund: Information Technology, Travel)

C. Law Library: Andrew Bennett to Chicago, Illinois, July 15-20, 2016, to attend the American Association of Law Libraries Annual Conference. (Fund: Law Library, Travel)

7. COUNTY JUDGE:

Authorize submittal of request to Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits for funds received from electric cooperatives to counties located in cooperative service areas.

8. BUDGET TRANSFERS:

A. Budget Office: Approve transfer in the amount of \$1,326,545 as detailed on Finance Director's form dated April 6, 2016, pursuant to FY 2016 Second Quarter Salary Audit.

B. Purchasing: Approve transfer in the amount of \$28 from Supplies into Information Technology to allocate funds for the purchase of adapters to use dual monitors for computers.

C. Records Management: Approve transfer in the amount of \$5,570 from Information Technology into Capital Acquisitions to allocate funds for the purchase of a new scanner.

D. Road & Bridge: Approve transfer in the amount of \$207,898 as detailed on Finance Director's form dated April 6, 2016, pursuant to FY 2016 Second Quarter Salary Audit.

9. **ENGINEERING:**
- A. **Approve payment of Invoice No. 16-2-000097 in the amount of \$18,801.25 to Geotech Engineering for construction materials testing services regarding Golfview Drive, Mobility Bond Project No. 709, Precinct 1. (Fund: 2007 Mobility Bonds)**
 - B. **Approve payment of Invoice No. 14 in the amount of \$504,642.94 to Allgood Construction Co., Inc. for construction of Brand Lane, Mobility Bond Project No. 718/769, Precinct 2. (Fund: 2007 Mobility Bonds)**
 - C. **Approve payment of Invoice No. 5490 in the amount of \$48,862.50 to PAS Property Acquisition Services, LLC for professional consulting services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)**
 - D. **Approve application from Devon Street Homes to construct a driveway at 7018 Belle Meadow Lane, Permit No. 2016-6429, Precinct 1.**
 - E. **Approve application from Meiners Construction to bore under Stafford Run Creek with a 24-inch surface water transmission line for service at 3114 Fifth Street, Permit No. 2016-6321, Precinct 2.**
 - F. **Approve application from Windstream Communications to bury copper cable along Bellaire Boulevard, Permit No. 2016-6340, Precinct 2.**
 - G. **Approve release of performance bond no.105978443 in the amount of \$5,000.00 to Monument Pipeline, LP for completion of work on Beechnut Street, Permit No. 84489, Precinct 3.**
 - H. **Approve application from PRDG / Charles N. White Construction Company to construct a driveway at 21700 Bellaire Boulevard, Permit No. 2016-6126, Precinct 3.**
 - I. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway at 3510 Cotton Farms Drive, Permit No. 2016-6424, Precinct 3.**
 - J. **Approve application from Darling Homes / CTC Concrete, Inc. to construct a driveway on 3611 Apple Point Place, Permit No. 2016-6298, Precinct 3.**
 - K. **Approve application from Darling Homes / CTC Concrete, Inc. to construct a driveway on 3602 Apple Point Place, Permit No. 2016-6299, Precinct 3.**
 - L. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3510 Apple Point Place, Permit No. 2016-6301, Precinct 3.**
 - M. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3606 Apple Point Place, Permit No. 2016-6302, Precinct 3.**

Item 9 continued - Engineering:

- N. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 1114 River Bow Drive, Permit No. 2016-6304, Precinct 3.**
- O. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3506 Apple Point Place, Permit No. 2016-6305, Precinct 3.**
- P. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3503 Cotton Farms Drive, Permit No. 2016-6306, Precinct 3.**
- Q. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3618 Apple Point Place, Permit No. 2016-6303, Precinct 3.**
- R. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3527 Cotton Farms Drive, Permit No. 2016-6307, Precinct 3.**
- S. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3519 Apple Point Place, Permit No. 2016-6308, Precinct 3.**
- T. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3514 Cotton Farms Drive, Permit No. 2016-6313, Precinct 3.**
- U. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3523 Apple Point Place, Permit No. 2016-6318, Precinct 3.**
- V. **Approve acceptance of RLJ Insurance Company perpetual bond LSM0860226 for CTC Concrete, Inc.**
- W. **Approve application from Darling Homes / CTC Concrete, Inc to construct a driveway on 3527 Apple Point Place, Permit No. 2016-6319, Precinct 3.**
- X. **Approve acceptance of Merchants Bonding Company { Mutual } perpetual bond TX 827393 for J. Patrick Homes, Ltd.**
- Y. **Approve application from J. Patrick Homes, Ltd to construct a driveway at 17403 Straloch Lane, Permit No. 2016-6428, Precinct 4.**
- Z. **Approve application from J. Patrick Homes, Ltd to construct a driveway at 17439 Straloch Lane, Permit No. 2016-6425, Precinct 4.**
- AA. **Approve application from Warwick Construction to construct a left turn lane on West Bellfort Road, for project located at 7945 West Grand Parkway South, Permit No. 2016-6419, Precinct 4.**

Item 9 continued - Engineering:

- BB. Approve application from J. Patrick Homes, Ltd to construct a driveway on 17435 Straloch Lane, Permit No. 2016-6426, Precinct 4.
- CC. Approve application from Darling Homes of Texas / CTC Concrete, Inc to construct a driveway at 4818 Summer Manor Lane, Permit No. 2016-6427, Precinct 4.
- DD. Approve application from Centerpoint Energy Houston Electric, LLC to hang aerial cable along 7810 West Grand Parkway South, Permit No. 2016-6432, Precinct 4.
- EE. Approve the plat for Kinderworks Seven Meadows Replat No. 1, Precinct 3.
- FF. Approve plat for the roads within Glendale Lakes, Section 1, Precinct 1.
- GG. Approve plat for the lots within Glendale Lakes, Section 1, Precinct 1.
- HH. Accept the streets in Briscoe Falls, Section 1: Easton Ramsey Way 1,223.00 LF, Quiet Run Trail 632.52 LF, Ranger Spur Way 365.91 LF, Prairie Run Court 206.22 LF, Rusted Root Court 384.71 LF and Farmdale Lane 127.00 LF for a total of 2,939.69 LF, and release bond #58S206041 in the amount of \$223,580.00, Precinct 3.
- II. Accept the streets in Briscoe Falls, Section 2: Quiet Run Trail 795.30 LF, Briscoe Foster Crossing 583.28 LF, Briscoe Meadow Lane 165.00 LF, Briscoe Ranch Court 58.42 LF, Briscoe Bluff Way 120.00 LF for a total of 1,722.00 LF, and release bond #TXC606006 in the amount of \$144,760.00, Precinct 3.
- JJ. Set public hearing for acceptance of the traffic control plan for Briscoe Falls, Section 1 and Section 2, Precinct 3. *(Tuesday, May 10, 2016, at 1:00 p.m.)*

10. **HEALTH & HUMAN SERVICES:**

- A. Approve Amendment to Texas Department of State Health Services Contract No. 2016-001130-00 for the Public Health Preparedness Program regarding the statement of work and program requirements effective March 1, 2016, with no change in funding through June 30, 2016; authorize electronic submission of the Amendment.
- B. Social Services: Accept donation for Back to School Project as detailed on report submitted: Walk with Pride: \$1,000.00 in preparation for collaborative event for youth scheduled to be held on Saturday, August 13, 2016, at the University of Houston Sugar Land campus.

Item 10 continued - Health & Human Services:

- C. **Social Services:** Approve Letter of Agreement for Fort Bend County Social Services to continue participation in the Reliant Energy Retail Services, LLC CARE Program, to provide energy assistance to qualified County residents, with no cash match required by Fort Bend County.

11. **HUMAN RESOURCES:**

Approve the rehire of former employee number 1002260, who terminated employment on July 16, 2015 and will be rehired effective April 18, 2016.

12. **PUBLIC TRANSPORTATION:**

Authorize County Judge and County Attorney to sign and Grants Coordinator to electronically submit on behalf of Fort Bend County the FY16 Federal Certifications and Assurances for Federal Transit Administration Assistance Programs, as required by the Federal Transit Administration.

13. **PURCHASING:**

Authorize advertising for lease of land for agricultural purposes.

14. **ROAD & BRIDGE:**

Approve payment of Invoice No. 3 in the amount of \$26,793.00 to John Reed and Company, LLC for construction work on Jeske Road Bridge. (Fund: Road & Bridge)

15. **SHERIFF'S OFFICE:**

- A. Approve Full Release, Indemnification, and Requirement for Liability Insurance between the Fort Bend County and Peachtree Portraits, Inc. a division of HS Photo, Inc. for use of the Sheriff's Office property at Williams Way for portrait sessions for the production of a Legacy Album for the Fort Bend County Sheriff's Office.
- B. Ratify out-of-state travel and approve reimbursement to Deputy U. S. Marshal R. Garmon to Brighton, Colorado, April 11-12, 2016, for assistance with extradition of prisoner back to Fort Bend County. (Fund: Sheriff, Enforcement, Travel)

16. TAX ASSESSOR/COLLECTOR:

Approve refunds over \$500 detailed in Tax Assessor's Report submitted on April 5, 2016 for an amount totaling \$2,558.60 for the Office of Patsy Schultz.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to approve Consent Agenda Items 5 -16.

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

17. COMMUNITY DEVELOPMENT:

Take all appropriate action on Agreement between Fort Bend County and Fort Bend County Municipal Utility District 19 in the amount of \$100,000 for water distribution system improvements, part of the FY 2015 Consolidated Plan approved by Commissioners Court on July 14, 2015. (Fund: Community Development Block Grant)

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 County Municipal Utility District 19 in the amount of \$100,000 for water distribution system improvements, part of the FY 2015 Consolidated Plan approved by Commissioners Court on July 14, 2015. (Fund: Community Development Block Grant)

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

18. 434th DISTRICT COURT:

Take all appropriate action on request to transfer the amount of \$5,320 from Non-Departmental Contingency into District Court 434, Capital Acquisition, to allocate funds needed to replace the multi-function copier/printer/scanning equipment for the court.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$5,320 from Non-Departmental Contingency into District Court 434, Capital Acquisition, to allocate funds needed to replace the multi-function copier/printer/scanning equipment for the court.

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

19. ELECTIONS ADMINISTRATION:

- A. Take all appropriate action on request to transfer the amount of \$46,380 from Non-Departmental Salaries into line items detailed on Elections Administrator's form dated April 5, 2016 to allocate funds for the cost of early voting workers, delivery, and polling place rentals for the May 24, 2016 primary run-off election, which was not included in the FY 2016 budget.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$46,380 from Non-Departmental Salaries into line items detailed on Elections Administrator's form dated April 5, 2016 to allocate funds for the cost of early voting workers, delivery, and polling place rentals for the May 24, 2016 primary run-off election, which was not included in the FY 2016 budget.

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

Item 19 continued - Elections Administration:

- B. Take all appropriate action on Joint Election Agreement and Contract for Election Services between Fort Bend County and the following political subdivisions for a joint May 7, 2016 election: Fort Bend Independent School District, Needville Independent School District, City of Arcola, City of Kendleton, City of Missouri City, City of Needville, City of Richmond, City of Simonton, City of Sugar Land, Cinco Ranch MUD 9, Cinco Ranch MUD 12, First Colony MUD 9, Fort Bend County MUD 2, Fort Bend County MUD 26, Fort Bend County MUD 81, Fort Bend County MUD 121, Fort Bend County MUD 155, Fort Bend County MUD 162, Fort Bend County MUD 171, Fort Bend County MUD 187, Palmer Plantation MUD 1, Quail Valley Utility District, Water Control & Improvement District # 3, West Keegans Bayou Improvement District, Willow Fork Drainage District.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
 Duly put and unanimously carried (5-0), it is ordered to approve Joint Election Agreement and Contract for Election Services between Fort Bend County and the following political subdivisions for a joint May 7, 2016 election: Fort Bend Independent School District, Needville Independent School District, City of Arcola, City of Kendleton, City of Missouri City, City of Needville, City of Richmond, City of Simonton, City of Sugar Land, Cinco Ranch MUD 9, Cinco Ranch MUD 12, First Colony MUD 9, Fort Bend County MUD 2, Fort Bend County MUD 26, Fort Bend County MUD 81, Fort Bend County MUD 121, Fort Bend County MUD 155, Fort Bend County MUD 162, Fort Bend County MUD 171, Fort Bend County MUD 187, Palmer Plantation MUD 1, Quail Valley Utility District, Water Control & Improvement District # 3, West Keegans Bayou Improvement District, Willow Fork Drainage District.

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

- C. Take all appropriate action on the Early Voting Schedule for the May 24, 2016 Primary Runoff Election.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
 Duly put and unanimously carried (5-0), it is ordered to approve the Early Voting Schedule for the May 24, 2016 Primary Runoff Election.

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

20. ENGINEERING:

- A. Take all appropriate action on the acceptance of a certain 0.9109 acre tract of land for right of way dedication conveyed by Public Road Right-of-Way Dedication regarding Humphrey Way from various grantors to Fort Bend County, Texas and; record same in Official Public Records; Precinct 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to accept a certain 0.9109 acre tract of land for right of way dedication conveyed by Public Road Right-of-Way Dedication regarding Humphrey Way from various grantors to Fort Bend County, Texas and; record same in Official Public Records; Precinct 1.

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

- B. Take all appropriate action on acceptance of a certain 2.9417 acre tract of land for right of way dedication conveyed by Public Road Right-of-Way Dedication regarding Humphrey Way from various grantors to Fort Bend County, Texas and; record same in Official Public Records; Precinct 1.**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to accept a certain 2.9417 acre tract of land for right of way dedication conveyed by Public Road Right-of-Way Dedication regarding Humphrey Way from various grantors to Fort Bend County, Texas and; record same in Official Public Records; Precinct 1.

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

Item 20 continued - Engineering:

- C. **Take all appropriate action on acceptance of a Detention Pond Easement containing 2.544 acres from 688 Development, Inc. for Bellaire Boulevard, regarding Mobility Bond Project Nos. 13302,13303 and 13304, Precinct 3, and record same into Official Public Records.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to accept a Detention Pond Easement containing 2.544 acres from 688 Development, Inc. for Bellaire Boulevard, regarding Mobility Bond Project Nos. 13302,13303 and 13304, Precinct 3, and record same into Official Public Records.

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

Marcus Spencer, First Assistant County Attorney stated Form 1295 is required for the acquisition of the property and the Detention Pond agreements, because they are business entities.

- D. **Take all appropriate action on Agreement to Contribute Right of Way Funds (Fixed Price) between Texas Department of Transportation and Fort Bend County in an amount not to exceed \$38,500 regarding US 59 from west of Doris Road to east of Doris Road, 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 (Fixed Price) between Texas Department of Transportation and Fort Bend County in an amount not to exceed \$38,500 regarding US 59 from west of Doris Road to east of Doris Road, Precinct 1. (Fund: Right of Way)

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

Item 20 continued - Engineering:

- E. **Take all appropriate action on Development Agreement between Fort Bend County, NEC 1464 Bellaire, and SEC 1464 Bellaire, LLC (Gordon) regarding reimbursement to the County by the Developer for design and construction of Bellaire Boulevard, from FM 1464 to Chickory Woods Lane, Mobility Bond Project No. 13202, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to approve Development Agreement between Fort Bend County, NEC 1464 Bellaire, and SEC 1464 Bellaire, LLC (Gordon) regarding reimbursement to the County by the Developer for design and construction of Bellaire Boulevard, from FM 1464 to Chickory Woods Lane, Mobility Bond Project No. 13202, Precinct 2.

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

- F. **Take all appropriate action on Standard Utility Agreement between Gulf South Pipeline Company and Fort Bend County in an amount not to exceed \$760,400 for utility relocations regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Standard Utility Agreement between Gulf South Pipeline Company and Fort Bend County in an amount not to exceed \$760,400 for utility relocations regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)

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

Item 20 continued - Engineering:

- G. Take all appropriate action on Interlocal Agreement between Fort Bend County and Fort Bend County Levee Improvement District No. 19 in an amount not to exceed \$211,750 for Improvements to LJ Parkway, Precinct 4. (Fund: Road & Bridge)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and Fort Bend County Levee Improvement District No. 19 in an amount not to exceed \$211,750 for Improvements to LJ Parkway, Precinct 4.
(Fund: Road & Bridge)

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

21. FACILITIES MANAGEMENT & PLANNING:

Take all appropriate action on request to transfer the amount of \$10,000 from Commissioners Court Projects as detailed on Auditor's form dated April 7, 2016 to allocate a portion of the County's contribution for renovation and construction at the Bud O'Shieles Community Center for the Fort Bend Seniors Program.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$10,000 from Commissioners Court Projects as detailed on Auditor's form dated April 7, 2016 to allocate a portion of the County's contribution for renovation and construction at the Bud O'Shieles Community Center for the Fort Bend Seniors Program.

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

22. **HEALTH & HUMAN SERVICES:**

Emergency Medical Service: Take all appropriate action on request for a new position, Assistant Chief of Emergency Medical Service, Grade 14 of the Professional Management Policy Group, effective April 12, 2016. (Fund: Health & Human Services, Emergency Medical Service)

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve a new position, Assistant Chief of Emergency Medical Service, Grade 14 of the Professional Management Policy Group, effective April 12, 2016. (Fund: Health & Human Services, Emergency Medical Service)

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

23. **HUMAN RESOURCES:**

Take all appropriate action on request for two new positions in the Clinical Health Department, Risk Reduction Supervisor, Grade 10 of the Public Health Policy Group, and Risk Reduction Specialist, Grade 8 of the Public Health Policy Group, effective April 12, 2016, funded by the grant received from Texas Department of State Health Services for HIV Prevention.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve two new positions in the Clinical Health Department, Risk Reduction Supervisor, Grade 10 of the Public Health Policy Group, and Risk Reduction Specialist, Grade 8 of the Public Health Policy Group, effective April 12, 2016, funded by the grant received from Texas Department of State Health Services for HIV Prevention.

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

Note: This position ends, when the grant ends.

24. OFFICE OF EMERGENCY MANAGEMENT:

Take all appropriate action on Applications and Resolution to the State of Texas, Office of the Governor, for Homeland Security Grant funds totaling \$2,454,267.37 for multiple programs described within the applications, no cash match required by Fort Bend County for the period of September 1, 2016 through August 31, 2018; authorize electronic submission of the applications by designee of the County Judge.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Applications and Resolution to the State of Texas, Office of the Governor, for Homeland Security Grant funds totaling \$2,454,267.37 for multiple programs described within the applications, no cash match required by Fort Bend County for the period of September 1, 2016 through August 31, 2018; authorize electronic submission of the applications by designee of the County Judge.

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

25. PARKS DEPARTMENT:

Take all appropriate action on Application to the Texas Department of Agriculture for Fort Bend County Parks Department to participate in the 2016 Summer Food Service Program; authorize County Judge to sign all documents pertaining to the program, and electronic submission Application.

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Application to the Texas Department of Agriculture for Fort Bend County Parks Department to participate in the 2016 Summer Food Service Program; authorize County Judge to sign all documents pertaining to the program, and electronic submission Application.

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

26. PURCHASING:

- A. Take all appropriate action on request to modify locations for Bid 16-007, the term contract for Exterior Window Cleaning, add EMS Medic 1 facility and remove EMS Collections. (Fund: Facilities)**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to modify locations for Bid 16-007, the term contract for Exterior Window Cleaning, add EMS Medic 1 facility and remove EMS Collections. (Fund: Facilities)

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

The EMS Collections being removed is the building on Hwy 36.

- B. Take all appropriate action on Agreement for Design of Justice Center Parking Garage Addition between Fort Bend County and Crain Group, LLC, for the expansion of the existing parking garage, pursuant to SOQ 16-062, for an amount not to exceed \$196,000. (Fund: Justice Center Structured Parking)**

Moved by Commissioner Morrison, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Design of Justice Center Parking Garage Addition between Fort Bend County and Crain Group, LLC, for the expansion of the existing parking garage, pursuant to SOQ 16-062, for an amount not to exceed \$196,000. (Fund: Justice Center Structured Parking)

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

- C. Take all appropriate action on SOQ 16-063 for Investment Broker Dealers.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve the twelve firms listed on SOQ 16-063 for Investment Broker Dealers.

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

Item 26 continued - Purchasing:

D. Take all appropriate action on Bid 16-070 for Helicopter Radio Equipment.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to reject and readvertise on Bid 16-070
for Helicopter Radio Equipment.

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

E. Take all appropriate action on Bid 16-061, term contract for the purchase of ammunition.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to reject all bids on Bid 16-061, term
contract for the purchase of ammunition.

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

F. Take all appropriate action on Bid 16-071 for Helicopter Navigation System.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to award Bid 16-071 for Helicopter
Navigation System to Churchill Navigation for a total amount of \$143,575. The funding is
Office of Emergency Management(OEM) grant.

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

Item 26 continued - Purchasing:

G. Take all appropriate action on Bid 16-072 for Helicopter Surveillance Equipment.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to award Bid 16-072 for Helicopter Surveillance Equipment to FLIR Surveillance for a total amount of \$140,000.

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

H. Take all appropriate action on Bid 16-074 for Installation of Helicopter Equipment.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to award Bid 16-074 for Installation of Helicopter Equipment to Helicopter Services. The funding source is Office of Emergency Management(OEM) grant and Sheriff's Office funds.

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

I. Take all appropriate action on RFP 16-065 for the Construction of a new Combined Heat and Power Plant to serve jail facilities.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to authorize negotiations with Crain Group on RFP 16-065 for the Construction of a new Combined Heat and Power Plant to serve jail facilities.

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

27. SHERIFF'S OFFICE:

- A. Take all appropriate action on Modification Number 1 to Award No. G16HN0010A, to receive additional funds in the amount of \$16,460 from the Executive Office of the President for the High Intensity Drug Trafficking Area (HIDTA) program, for a total award of \$1,021,156 with no cash match by Fort Bend County for use through December 31, 2017.**

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to approve Modification Number 1 to Award No. G16HN0010A, to receive additional funds in the amount of \$16,460 from the Executive Office of the President for the High Intensity Drug Trafficking Area (HIDTA) program, for a total award of \$1,021,156 with no cash match by Fort Bend County for use through December 31, 2017.

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

- B. Take all appropriate action on Organized Crime Drug Enforcement Task Forces FY 2016 Agreement to accept additional grant funds in the amount of \$10,200.54 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Organized Crime Drug Enforcement Task Forces FY 2016 Agreement to accept additional grant funds in the amount of \$10,200.54 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County through September 30, 2016.

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

Item 27 continued - Sheriff's Office:

- C. Take all appropriate action on Organized Crime Drug Enforcement Task Forces FY 2016 Agreement to accept additional grant funds in the amount of \$8,723.52 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Organized Crime Drug Enforcement Task Forces FY 2016 Agreement to accept additional grant funds in the amount of \$8,723.52 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County through September 30, 2016.

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

- D. Take all appropriate action on Organized Crime Drug Enforcement Task Forces FY 2016 Agreement to accept additional grant funds in the amount of \$6,900.00 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County through September 30, 2016.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Organized Crime Drug Enforcement Task Forces FY 2016 Agreement to accept additional grant funds in the amount of \$6,900.00 for use in the strike force/strategic initiative programs administered by the Sheriff's Office, with no additional funds required by Fort Bend County through September 30, 2016.

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

28. TREASURER:

Take all appropriate action on request to transfer the amount of \$7,665 from Non-Departmental Contingency into Treasurer, Emergency Medical Service Collections, Fees, to allocate funds for training by the National Academy of Ambulance Coding.

Moved by Commissioner Meyers, Seconded by Commissioner Morrison
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$7,665 from Non-Departmental Contingency into Treasurer, Emergency Medical Service Collections, Fees, to allocate funds for training by the National Academy of Ambulance Coding.

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

29. 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 \$3,027,779.37.

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

30. Authorize County Auditor to pay and release time-sensitive disbursements on April 21, 2016, to be ratified by Commissioners Court on April 26, 2016.

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 disbursements on April 21, 2016, to be ratified by Commissioners Court on April 26, 2016.

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

Recess:

Recessed at 1:22 p.m.

31. **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. **Texas Penal Code Section 30.06, 30.07 and Texas Government Code Chapter 411.**
- B. **Cause No. 14-DCV-213052, Jacob David Norsworthy, Plaintiff and Fort Bend County, Intervenor v. SBS/Bison Building Materials, LLC, and Morris Crosby, Defendants, 268th District Court, Fort Bend County, Texas.**
- C. **Settlement approval, Spur 10, Parcel 8, Wood.**

Closed Session:

Convened at 1:29 p.m.
Adjourned at 1:51 p.m.

Reconvene:

Reconvened at 1:53 p.m.

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

§ 551.071. Consultation With Attorney.

- A. **Texas Penal Code Section 30.06, 30.07 and Texas Government Code Chapter 411.**

No action.

- B. **Cause No. 14-DCV-213052, Jacob David Norsworthy, Plaintiff and Fort Bend County, Intervenor v. SBS/Bison Building Materials, LLC, and Morris Crosby, Defendants, 268th District Court, Fort Bend County, Texas.**

No action.

Item 32 continued - Reconvene Open Session:

C. Settlement approval, Spur 10, Parcel 8, Wood.

Moved by Commissioner Morrison, Seconded by Commissioner Patterson Duly put and unanimously carried (5-0), it is ordered to authorize the County Attorney to pay a negotiated settlement in the matter of Cause No. 13-CCV-050530, The State of Texas and Fort Bend County, Texas v. Linda S. Wood aka Linda Sharrock Wood, Steve Wood, Mary Wood, Dennis Heiman, Fort Bend County General Fund, Fort Bend County Drainage District, Fort Bend County LFRC and Lamar Consolidated Independent School District filed in the County Court at Law #1 of Fort Bend County, Texas and authorize the County Judge to execute and deliver the settlement agreement recommended for approval by the County Attorney in the above referenced case, 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.

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

33. Adjournment.

Commissioners Court adjourned at 1:58 p.m. on Tuesday, April 12, 2016.

I attest to the accuracy of the foregoing minutes.

Laura Richard, County Clerk, Fort Bend County, Texas

County **Fort Bend**
District **Houston**
ROW CSJ # **0089-09-085**
CCSJ # **0089-09-083**
Federal Project #: _____
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

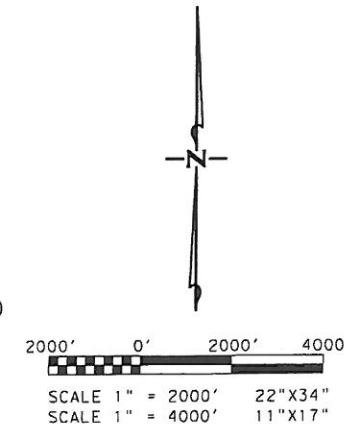
PLANS OF PROPOSED
RIGHT OF WAY PROJECT

US 59
FORT BEND COUNTY

R. C. S. J. : 0089-09-085
C. C. S. J. : 0089-09-083

LIMITS FROM: WEST OF DORIS ROAD TO EAST OF DORIS ROAD

NET LENGTH OF PROJECT = 2,589.51 FEET = 0.49 MILE



INDEX OF SHEETS

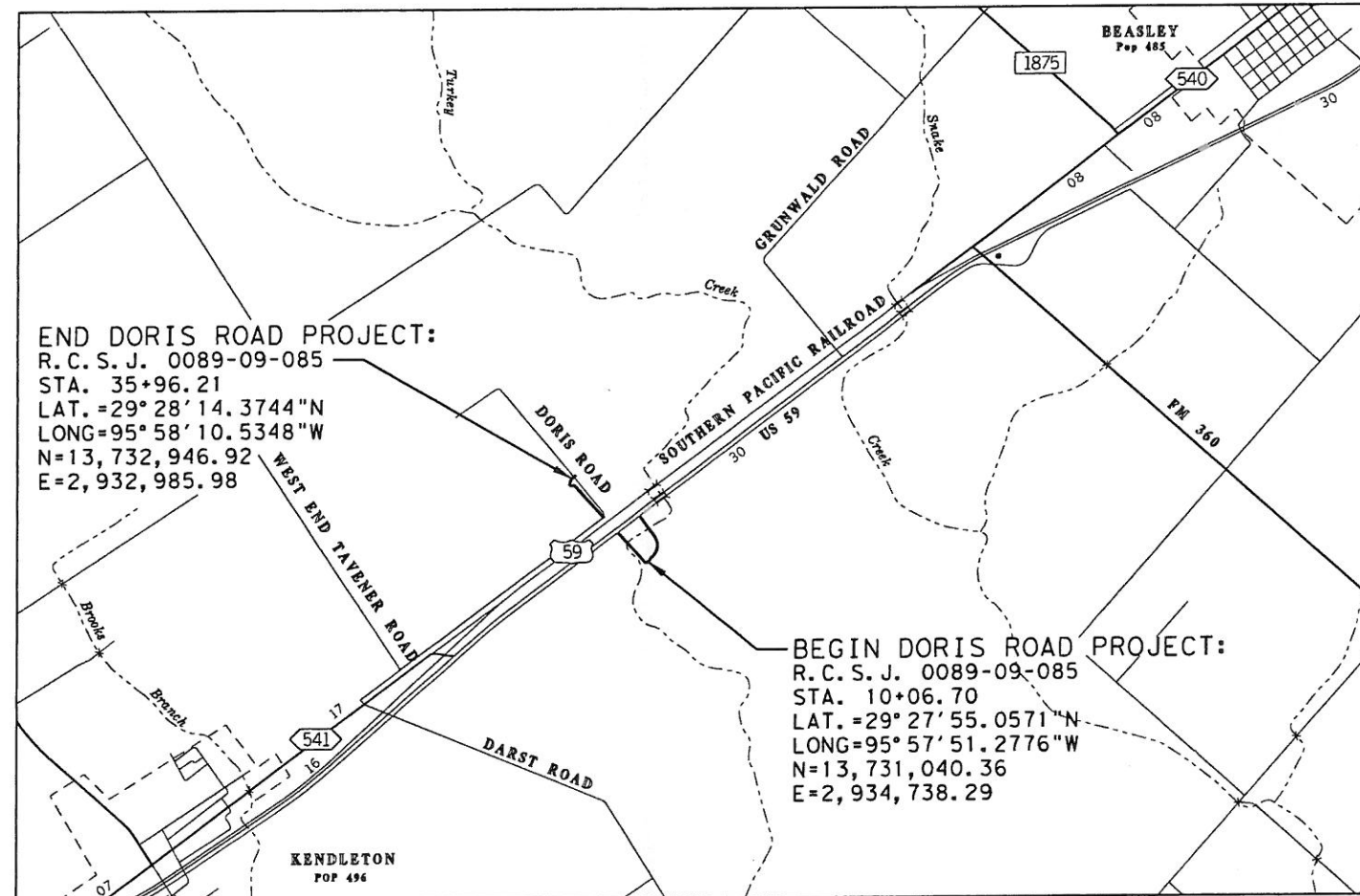
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX SHEET
3	CONTROL SHEET & HORIZONTAL ALIGNMENT
4 - 6	PLAN SHEETS

LEGEND

- SET 5/8" IRON ROD WITH TxDOT ALUM. CAP
- FOUND 5/8" IRON ROD WITH TxDOT ALUM. CAP
- FOUND MONUMENT (AS INDICATED)
- (XXX) RECORD INFORMATION
- P- PROPERTY LINE (OWNERSHIP DIVISION)
- C- DEED LINE (OWNERSHIP IN COMMON)
- N- DISTANCE NOT TO SCALE
- ⊥ DORIS ROAD ENGINEER'S BASELINE
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION
- ① PROPERTY OWNER ID NUMBER
- △ SURVEY PRIMARY CONTROL POINT
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- ESMT. EASEMENT
- PI POINT OF INTERSECTION
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- POT POINT ON TANGENT
- O.P.R.F.B.C.T. OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS
- D.R.F.B.C.T. DEED RECORDS OF FORT BEND COUNTY, TEXAS
- S.O.T. STATE OF TEXAS

NOTES:

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5. FIELD SURVEYING WAS PERFORMED FROM JULY 2015 THROUGH AUGUST 2015.
6. RIGHT-OF-WAY MAPS COMPLETED IN DECEMBER 2015.
7. THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.



LOCATION MAP

EQUATIONS - NONE

EXCEPTIONS - STA. 0+00 TO STA. 10+06.70
STA. 35+96.21 TO STA. 40+00

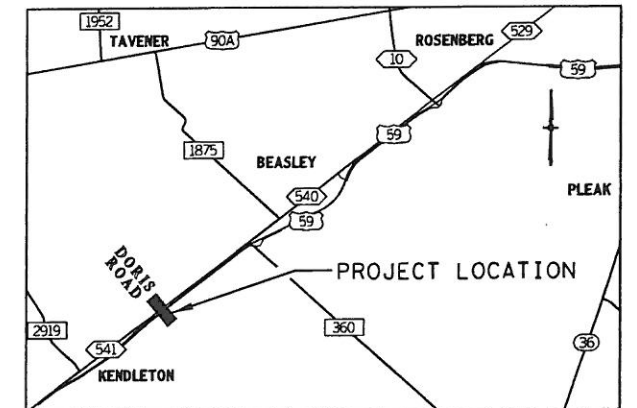
RAILROAD CROSSING - STA. 23+00

END DORIS ROAD PROJECT:
R. C. S. J. 0089-09-085
STA. 35+96.21
LAT. = 29° 28' 14.3744"N
LONG = 95° 58' 10.5348"W
N = 13,732,946.92
E = 2,932,985.98

BEGIN DORIS ROAD PROJECT:
R. C. S. J. 0089-09-085
STA. 10+06.70
LAT. = 29° 27' 55.0571"N
LONG = 95° 57' 51.2776"W
N = 13,731,040.36
E = 2,934,738.29

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
6	TEXAS				US 59
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
12	FORT BEND				1
	C. C. S. J.	0089	09	083	
	R. C. S. J.	0089	09	085	

SUBMITTED: 02/04/2016



VICINITY MAP
NOT TO SCALE

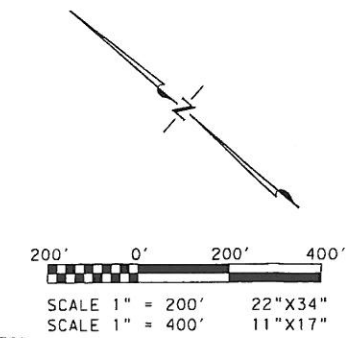
RECOMMENDED FOR ACQUISITION
Tim P. Walker, R.A.S. 02-24-2016
DISTRICT SURVEYOR OR ROW ADMINISTRATOR DATE

RECOMMENDED FOR ACQUISITION
Kryger, P.E. 2-24-2016
AREA ENGINEER OR DESIGN ENGINEER DATE

FINAL APPROVAL - ACQUISITION COMPLETE
DISTRICT ENGINEER DATE

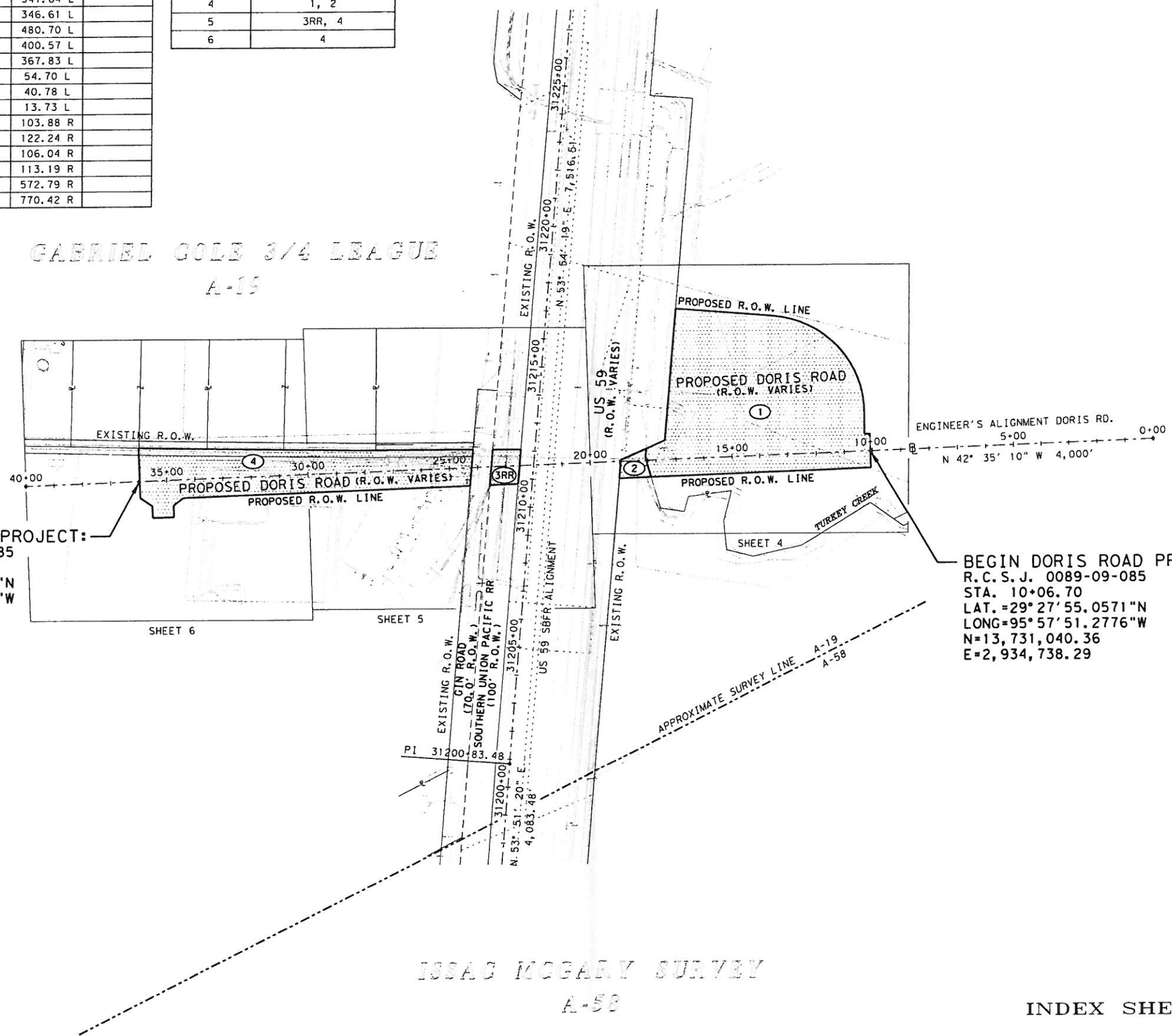
INDEX OF UTILITIES			
NAME	DORIS ROAD @ STATION	OFFSET	TYPE
FOC	19+58.96	547.64 L	
FOC	22+89.66	346.61 L	
FOC	19+51.44	480.70 L	
FOC	22+97.52	400.57 L	
FOC	19+36.55	367.83 L	
VLV	24+39.95	54.70 L	
VLV	24+38.37	40.78 L	
PIP	24+20.26	13.73 L	
PIP	23+12.76	103.88 R	
PIP	22+45.79	122.24 R	
PIP	18+63.90	106.04 R	
FOC	18+83.66	113.19 R	
FOC	18+35.18	572.79 R	
FOC	18+10.04	770.42 R	

PARCEL INDEX	
SHEET NO.	PARCEL
4	1, 2
5	3RR, 4
6	4



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GABRIEL GOLF 3/4 LEAGUE
A-19



END DORIS ROAD PROJECT:
R.C.S.J. 0089-09-085
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LAT. =29° 28' 14.3744"N
LONG=95° 58' 10.5348"W
N=13,732,946.92
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BEGIN DORIS ROAD PROJECT:
R.C.S.J. 0089-09-085
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N=13,731,040.36
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ISSAC McGRAY SURVEY
A-58

INDEX SHEET

Texas Department of Transportation

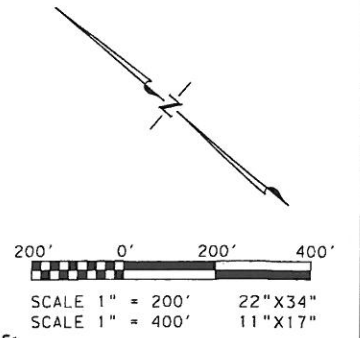
McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

SUBMITTED: 02/04/2016

US59
WEST OF DORIS ROAD TO
EAST OF DORIS ROAD

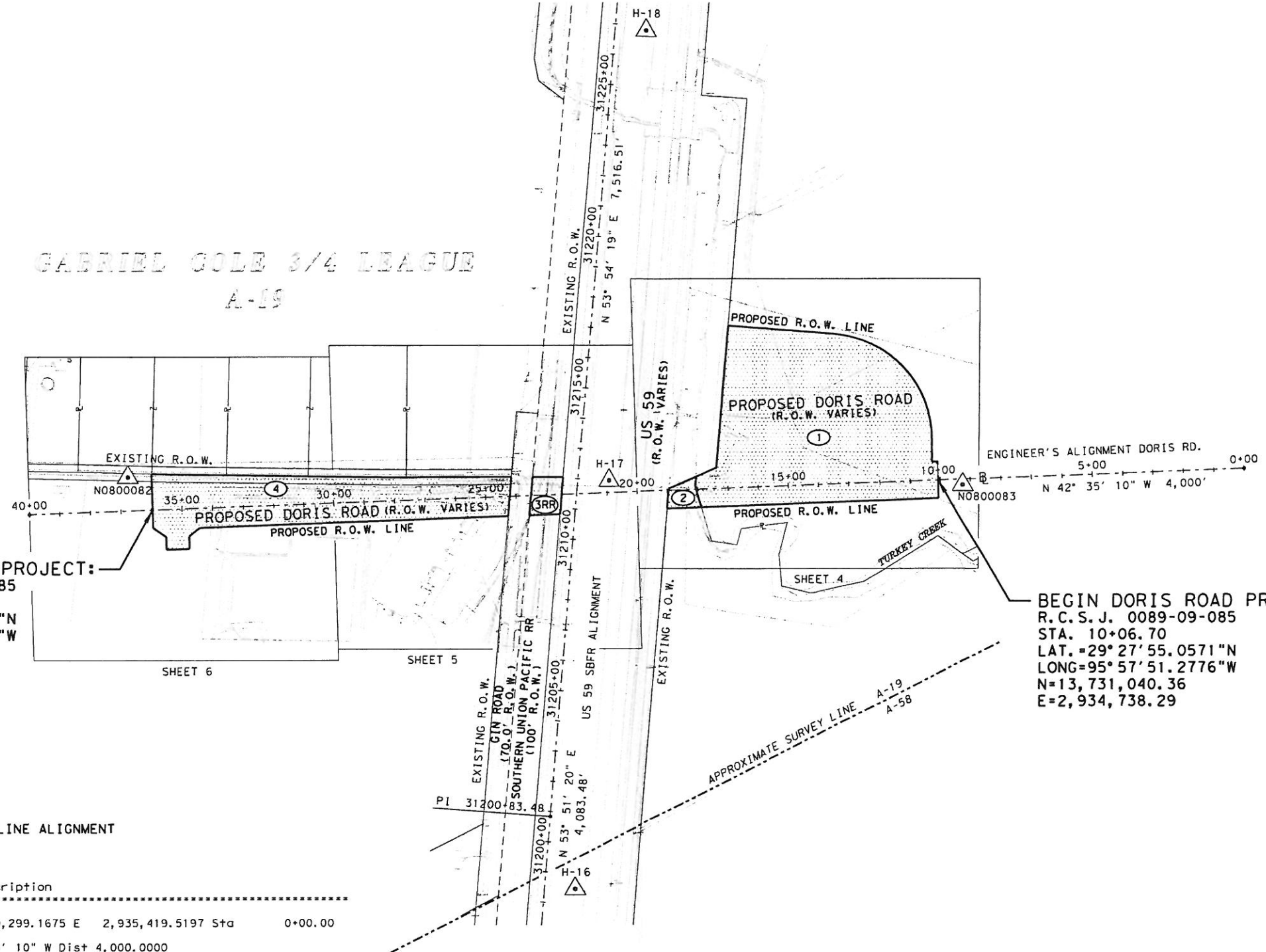
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
6	TEXAS		US 59		
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
12	FORT BEND	0089	09	085	2

SURVEY CONTROL POINTS							
POINT	NORTHING	EASTING	ELEVATION	DORIS ROAD STATION	OFFSET	DESCRIPTION	
H-16	13,731,072.07	2,932,941.25	101.37	22+46.10	1,301.63 LT	FOUND TXDOT DISK	
H-17	13,731,866.44	2,934,032.97	100.41	20+92.20	39.70 RT	FOUND TXDOT DISK	
H-18	13,732,741.18	2,935,233.34	100.98	19+23.95	1,515.42 RT	FOUND TXDOT DISK	
NO800082	13,733,079.09	2,933,014.67	99.32	36+74.10	110.56 RT	5/8" IRON ROD WITH TXDOT ALUMINUM CAP SET	
NO800083	13,730,967.12	2,934,779.78	93.48	9+24.70	19.01 LT	5/8" IRON ROD WITH TXDOT ALUMINUM CAP SET	



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A-19



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N=13,731,040.36
E=2,934,738.29

DORIS ROAD ENGINEER'S BASELINE ALIGNMENT

Chain DORIS_ALGN contains:
200 201

Beginning chain DORIS_ALGN description

Point 200	N 13,730,299.1675 E	2,935,419.5197	Sta	0+00.00
Course from 200 to 201 N 42° 35' 10" W Dist 4,000.0000				
Point 201	N 13,733,244.2150 E	2,932,712.7328	Sta	40+00.00

Ending chain DORIS_ALGN description

ISSAC McGRAY SURVEY
A-58

CONTROL SHEET & HORIZONTAL ALIGNMENT

Texas Department of Transportation

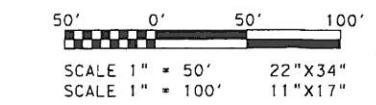
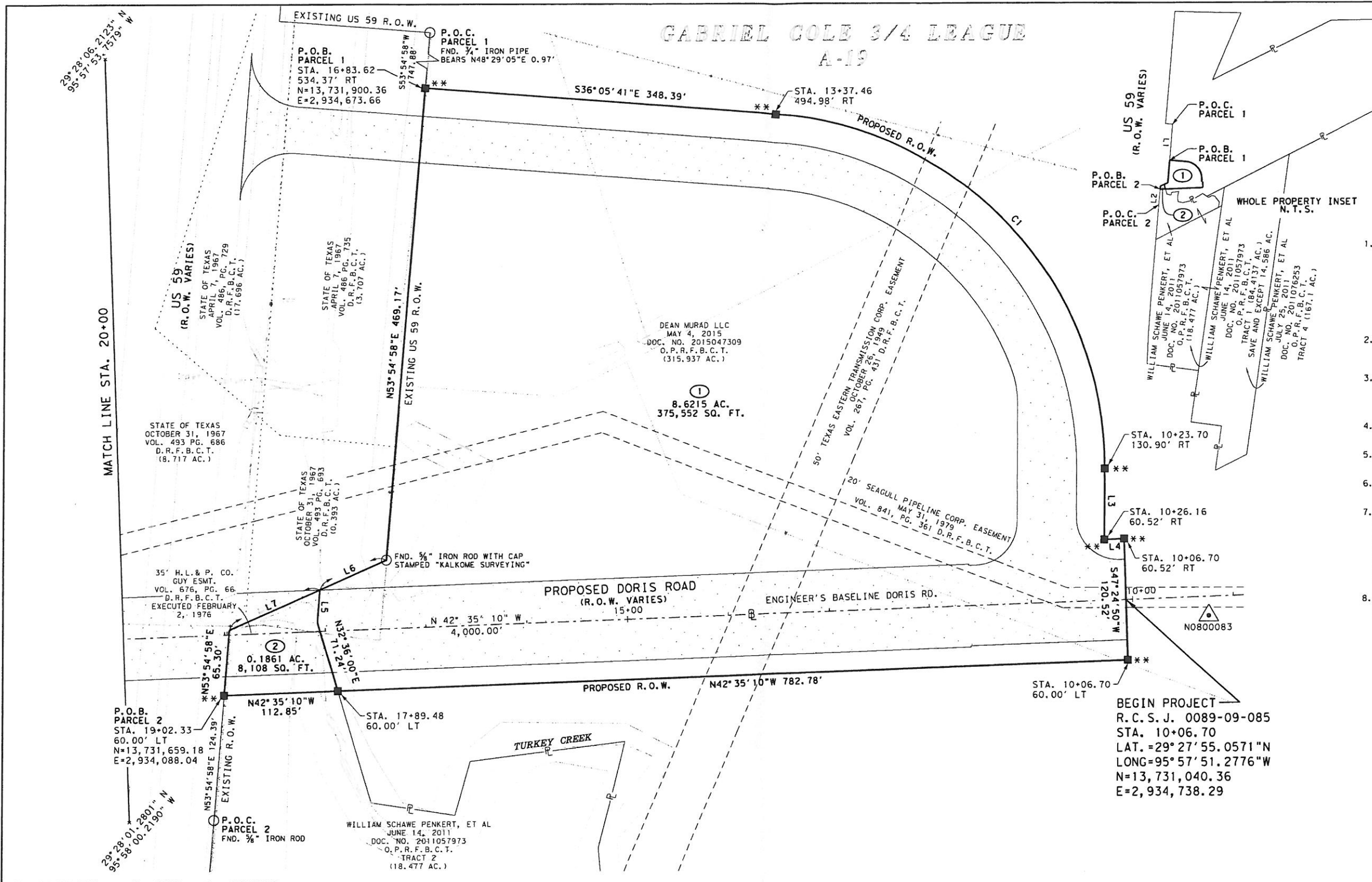
McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

SUBMITTED: 02/04/2016

**US59
WEST OF DORIS ROAD TO
EAST OF DORIS ROAD**

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
6	TEXAS		US 59		
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
12	FORT BEND	0089	09	085	3

GABRIEL COLE 3/4 LEAGUE A-19



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BEGIN PROJECT
 R.C.S.J. 0089-09-085
 STA. 10+06.70
 LAT. =29° 27' 55.0571" N
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 N=13,731,040.36
 E=2,934,738.29

C = CALCULATED D = DEED S = SURVEYED

GABRIEL COLE 3/4 LEAGUE A-19										
PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE			TAKING	REMAINDER ACRES	
					TYPE	FILM CODE	FILE NO.	ACRES SQ. FT.	LEFT	RIGHT
1	315.937 D			DEAN MURAD LLC				8.6215 375,552		307.3155
2	255.4047 C			WILLIAM SCHAWA PENKERT, ET AL				0.1861 8,108		255.2186

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S53° 54' 58" W	747.88'
L2	N53° 54' 58" E	124.39'
L3	S49° 24' 50" W	70.42'
L4	S42° 35' 10" E	19.45'
L5	N53° 57' 24" E	32.64'
L6	S64° 24' 27" E	72.42'
L7	S64° 24' 27" E	97.98'

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	BEARING	CHORD
C1	528.31'	354.00'	85° 30' 31"	327.28'	S06° 39' 35" W	480.63'

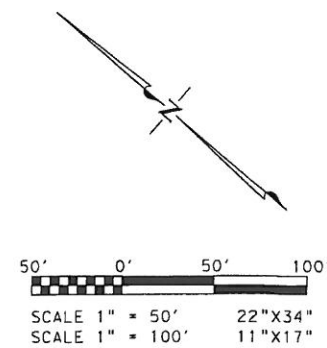
McGRAY & McGRAY
 LAND SURVEYORS, INC.
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591
 www.mcgray.com

SUBMITTED: 02/04/2016

US 59
WEST OF DORIS ROAD TO
EAST OF DORIS ROAD

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6	TEXAS		US 59
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.
12	FORT BEND	0089	09
JOB NO.	SHEET NO.		
085	4		

GABRIEL COLE 3/4 LEAGUE A-19



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MATCH LINE STA. 30+00

MATCH LINE STA. 20+00

THIEN N. PHAM AND THUY PHAM
NOVEMBER 30, 2004
DOC. NO. 2004151060
O.P.R.F.B.C.T.
TRACT 2 (18.95 AC.)

UROOJ ABDULLA
DECEMBER 21, 2004
DOC. NO. 2004156620
O.P.R.F.B.C.T.
(21.05 AC.)

P.O.C. PARCEL 3RR
FND. 3/4" IRON ROD
BEARS S36°07'10"E 0.43'
70.20'

100' WIDE R.O.W.
TEXAS MEXICAN RAILWAY COMPANY
MARCH 9, 2001
DOC. NO. 2001025354
O.P.R.F.B.C.T.

OLD ROSENBERG-WARTON ROAD
(10' FEET WIDE)
ACCORDING TO VOL. 126, PG. 304
D.R.F.B.C.T.

FORT BEND COUNTY
MARCH 5, 1928
VOL. 126 PG. 303 D.R.F.B.C.T.
TRACT 2 (1.55 AC.)

STATE OF TEXAS
OCTOBER 9, 1957
VOL. 388 PG. 227 D.R.F.B.C.T.

ACCORDING TO ORDER NUMBER 20 OF THE REGULAR SESSION OF FORT BEND COUNTY COMMISSIONERS, APRIL 28, 1996, DORIS ROAD IS PART OF THE ACCEPTED AND UPDATED LIST OF COUNTY MAINTAINED ROADS, ALONG WITH AN APPROVED OFFICIAL COUNTY ROAD LOG AND MAP (50' WDE)

BASED UPON OUR RESEARCH, THERE APPEARS TO BE NO RECORDED VESTING DEED FOR THE PUBLIC RIGHT OF WAY AS SHOWN HEREON

STA. 24+13.63
63.85' RT
FND. 3/4" IRON ROD W/CAP BEARS
S40°36'40"E 0.64'

P.O.B. PARCEL 3RR
STA. 23+43.34
60.58' RT
N=13,732,065.47
E=2,933,878.39

STA. 22+43.10
57.08' RT

STA. 28+23.26
77.98' RT
FND. 3/4" IRON ROD W/CAP

S39°36'37"E 709.71'

S40°36'40"E 409.87'

S53°52'50"W 210.37'

S40°35'10"E 100.30'

ENGINEER'S BASELINE DORIS RD.
N 42° 35' 10" W
4,000.00'

PROPOSED DORIS ROAD
(R.O.W. VARIES)

N42°35'10"W 1,014.26' PROPOSED R.O.W.

SEE SHEET 6 FOR PARCEL 4
WHOLE PROPERTY INSET

TEXAS MEXICAN RAILWAY COMPANY
DECEMBER 16, 2005
DOC. NO. 2005152654
O.P.R.F.B.C.T.
(798.661 AC.)

20" SEAGULL PIPELINE CORP. ESMT.
JUNE 11, 1979
VOL. 854, PG. 476
D.R.F.B.C.T.

ACCORDING TO ORDER NUMBER 20 OF THE REGULAR SESSION OF FORT BEND COUNTY COMMISSIONERS, APRIL 28, 1996, GIN ROAD IS PART OF THE ACCEPTED AND UPDATED LIST OF COUNTY MAINTAINED ROADS, ALONG WITH AN APPROVED OFFICIAL COUNTY ROAD LOG AND MAP (70' WDE)

EXISTING GIN ROAD R.O.W.
(70' R.O.W.)

EXISTING S.U.P.R.R. R.O.W.

EXISTING S.U.P.R.R. R.O.W.
(100' R.O.W.)

EXISTING US 59 R.O.W.

US 59
(R.O.W. VARIES)

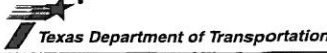
STATE OF TEXAS
OCTOBER 31, 1967
VOL. 493 PG. 686
D.R.F.B.C.T.

C = CALCULATED D = DEED S = SURVEYED

GABRIEL COLE 3/4 LEAGUE A-19										
PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE			TAKING	REMAINDER ACRES	
					TYPE	FILM CODE	FILE NO.	ACRES SQ. FT.	LEFT	RIGHT
3RR				TEXAS MEXICAN RAILWAY COMPANY				0.2861 12,462		
4	798.661 D			TEXAS MEXICAN RAILWAY COMPANY				4.288 186,765	794.373	

FORT BEND COUNTY
MARCH 7, 1928
VOL. 120, PG. 232 D.R.F.B.C.T.

STATE OF TEXAS
OCTOBER 9, 1957
VOL. 388, PG. 231 D.R.F.B.C.T.



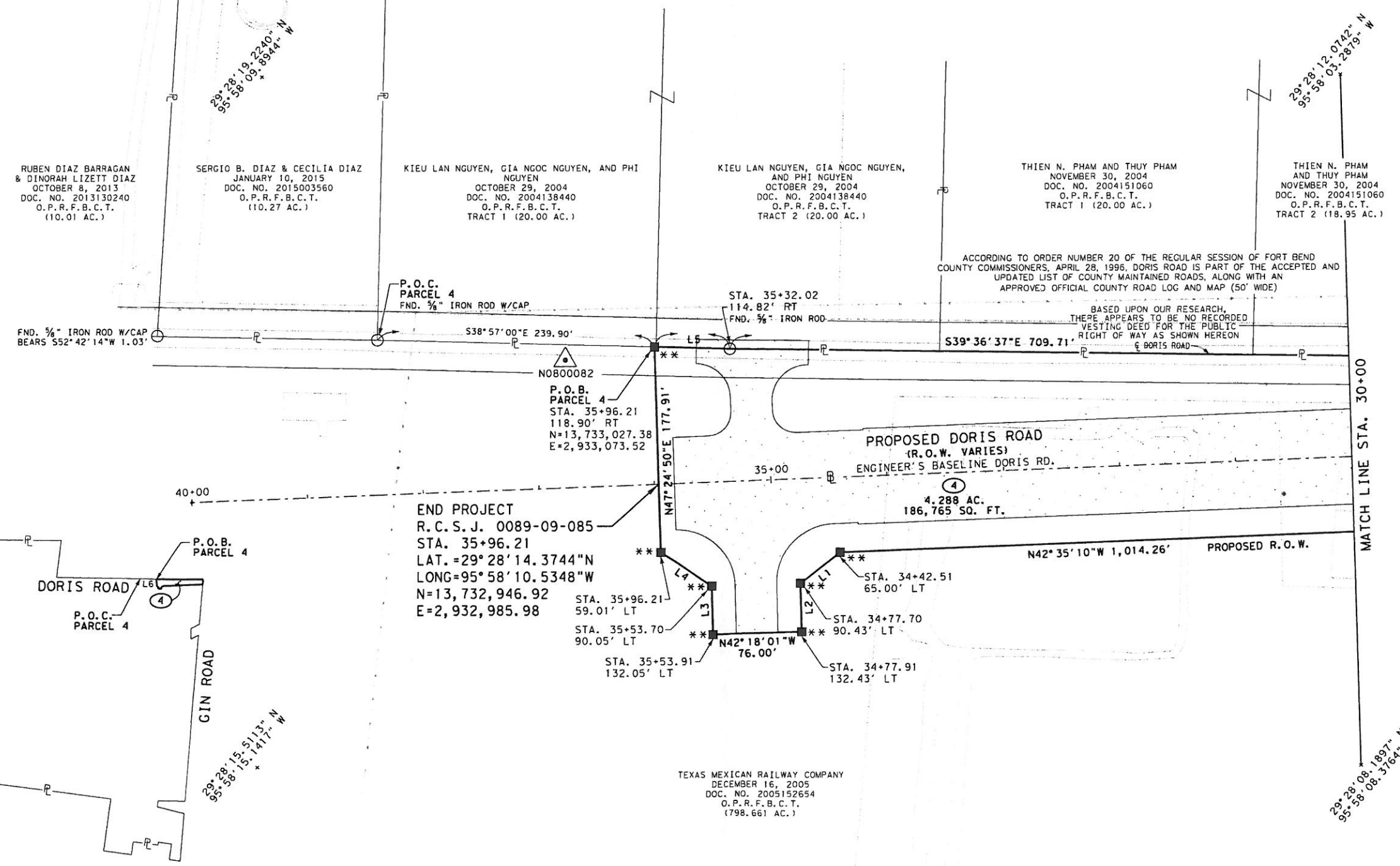
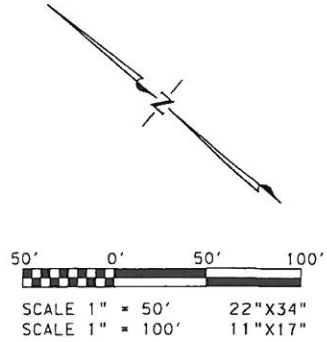
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SUBMITTED: 02/04/2016

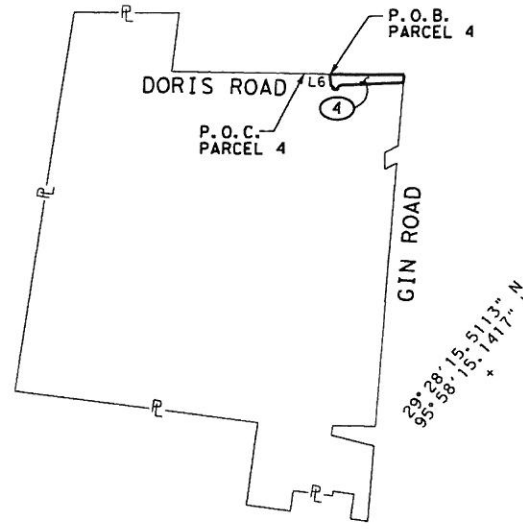
US59
WEST OF DORIS ROAD TO
EAST OF DORIS ROAD

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
6	TEXAS		US 59		
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
12	FORT BEND	0089	09	085	5

GABRIEL COLE 3/4 LEAGUE A-19



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TEXAS MEXICAN RAILWAY COMPANY
 DECEMBER 16, 2005
 DOC. NO. 2005152654
 O.P.R.F.B.C.T.
 (798.661 AC.)

C = CALCULATED D = DEED S = SURVEYED

GABRIEL COLE 3/4 LEAGUE A-19										
PARCEL NO.	EXISTING ACRES	LOT	BLOCK	OWNER	CONVEYANCE			TAKING	REMAINDER ACRES	
					TYPE	FILM CODE	FILE NO.	ACRES SQ. FT.	LEFT	RIGHT
4	798.661			TEXAS MEXICAN RAILWAY COMPANY				4.288 186,765	794.373	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78° 25' 58"W	43.42'
L2	S47° 41' 59"W	42.00'
L3	N47° 41' 59"E	42.00'
L4	N06° 27' 12"W	52.63'
L5	S38° 57' 00"E	64.32'
L6	S38° 57' 00"E	239.90'

Texas Department of Transportation

McGRAY & McGRAY
 LAND SURVEYORS, INC.
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591
 www.mcgray.com

SUBMITTED: 02/04/2016

**US59
WEST OF DORIS ROAD TO
EAST OF DORIS ROAD**

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
6	TEXAS		US 59		
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
12	FORT BEND	0089	09	085	6

County **Fort Bend**
District **Houston**
ROW CSJ # **0089-09-085**
CCSJ # **0089-09-083**
Federal Project #: _____
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

County: Fort Bend County
 District: Houston
 ROW CSJ # 0089-09-085
 CCSJ 0089-09-083
 Federal Project #
 FHWA CFDA # 20.205
 Not Research and Development

**Standard Agreement to Contribute
 State Performs Work
 Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$385,000.00	90%	\$346,500.00	10%	\$38,500.00
Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$385,000.00	90%	\$346,500.00	10%	\$38,500.00

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