

**MEMO**

March 8, 2017

**To:** Angela Leach-Jayroe  
Right of Way Supervisor, ROW-PD

**Through:** Christina Roque  
Transportation Funding Specialist, Right of Way Division

**From:** Gus Cannon, CTCM *for m*  
Director, Right of Way Division

**Subject:** Contractual Agreement for Right of Way Procurement  
Fort Bend County (80)  
ROW CSJ 0543-03-074  
FM 762: From FM 762/FM 2759 to S of LCISD School on Crabb River Rd.

Attached is the executed contractual agreement which was received by ROW Division February 27, 2017. This agreement, between Fort Bend County and the State of Texas, obligates the County to acquire parcels and adjust all eligible utilities and obligates the State to reimburse the City 90% of all eligible costs.

Should you have any questions, please contact Hettie Thompson at (512) 416-2897.

**Attachments**

**CC:** Craig Blend  
ROW Agent, ROW-PD

Attachments – One (1) Copy of Original Executed Agreement

**OUR GOALS**

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

*An Equal Opportunity Employer*

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District Houston  
ROW CSJ # 0543-03-074  
CCSJ # 0543-03-067  
Federal Project # \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

### AGREEMENT FOR RIGHT OF WAY PROCUREMENT

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

### WITNESSETH

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

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

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. FM 762 from FM 762/FM 2759 St. to S. of LCISD School on Crabb River Rd., and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

**WHEREAS**, 43 Texas Administrative Code §15.55 defines the Local Government's cost participation in acquiring the right of way and relocating or adjusting eligible utilities for the proper improvement of the State Highway System; and

**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. General**

- A. The Local Government agrees to proceed with acquisition of right of way and the State agrees to reimburse the Local Government for its share of the cost of the right of way, providing the acquisition and reimbursement are accomplished according to the provisions outlined in this agreement.
- B. The State and the Local Government agree that acquisition of this right of way shall be in accordance with the *Texas Department of Transportation Right of Way Manual* and all applicable federal and state laws governing the acquisition of real property.
- C. It is understood that the terms of this agreement shall apply to new right of way, authorized and requested by the State, which is needed and not yet dedicated, in use, or previously acquired in the name of the State or Local Government for highway, street, or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.
- D. It is further understood that if unusual circumstances develop in the right of way acquisition and they are not clearly covered by the terms of this agreement, those unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

### **4. Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties are shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. If Federal funding is

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included, the State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate in Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property and (2) costs of utility work.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
- F. 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.
- G. If the Local government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

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- H. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- I. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**5. Location Surveys and Preparation of Right of Way Data**

The State, without cost to the Local Government, will perform the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

**6. Determination of Right of Way Values**

The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the State and to submit to the State a tabulation of those values, signed by the appropriate Local Government representative. The tabulation shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. This work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values that are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation, including supplemental appraisal work by State employees or by employment of fee appraisers, deemed necessary for determination of values to constitute the basis for State reimbursement. The parties may waive the requirement that the Local Government submit to the State property value determinations for any part of the required right of way by a writing signed by both parties. In instances of a waiver, the State, in its discretion, will make a determination of values to constitute the basis for State reimbursement.

**7. Negotiations**

The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance that,



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together with any curative instruments found to be necessary as a result of the State's title investigation, will properly vest good and indefeasible title in the State for each right of way parcel involved. The Local Government will also deliver to the State an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the State. Upon payment to the property owner of the agreed purchase price, the Local Government is authorized and directed to secure for the State possession of each parcel in accordance with all applicable Federal and State laws governing relocation assistance, notices to vacate, and forcible detainer. The costs incidental to negotiation, recording the right of way instruments, and securing possession of the parcels will be the responsibility of the Local Government. The cost of title insurance, closing services, and all costs of relocation assistance as authorized by applicable Federal and State laws will be the responsibility of the State.

#### **8. Administrative Settlements**

After the offer has been delivered to the property owner, and prior to the Special Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the Local Government. The Local Government will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the State. The State will consider the Administrative Settlement Proposal and the Local Government's recommendation and make a final determination of approval or disapproval in accordance with current State procedures. The State's approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. If a closing of the purchase does not occur prior to the hearing, the State's approval is automatically, without further action, withdrawn, and the State will participate only in the original approved value. In the event the State does not approve the Administrative Settlement Proposal, and the Local Government elects to purchase the property at a value greater than the original approved value, the State's participation in the purchase price will apply only to the original approved value, and the Local Government will pay one hundred percent (100%) of the costs that exceed the original approved value, even if the applicable county qualifies as an EDC.

#### **9. Condemnation**

Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as follows. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation is to be initiated. Except as set forth elsewhere in this agreement, the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case the judgment of the court will decree title and possession to the property condemned to the State. The Local Government may, as set forth in Article 11 (Excess Takings) and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set

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forth in the engineering data and title investigation previously furnished to the Local Government by the State when the Local Government conveys the property to the State.

**10. Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense**

Court costs and costs of Special Commissioners' Hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident to those hearings will be paid by the Local Government. Those costs and fees, with the exception of recording fees, will be eligible for ninety percent (90%), or the applicable EDC-adjusted percent, State reimbursement under the established reimbursement procedure, provided that they are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, preparing new reports, preparing for court testimony, and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety percent (90%), or the applicable EDC-adjusted percent, State reimbursement under established procedure provided prior approval for the appraiser has been obtained from the State. The fee paid to the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

**11. Excess Takings**

In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When the property is acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that the approved value does not exceed the actual payment made by the Local Government. When the property is acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

**12. Improvements**

- A. Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner's desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement that is to be moved by either the Local Government or

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the owner. If improvements are, in whole or part, a part of the right of way taking and are not retained by the owner, title is to be secured in the name of the State.

- B. The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building, or similar structure that lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold will be credited to the cost of the right of way procured and shared with the Local Government.

### **13. Relocation of Utilities**

If the required right of way encroaches on an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal, or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety percent (90%), or the applicable EDC-adjusted percent, of the eligible items of cost as paid to the utility owner after the completion of an audit. The "lump sum" procedure requires that the State establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the Local Government. This agreement must set forth the exact lump sum amount of reimbursement. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, and the reimbursement will be based on the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety percent (90%), or the applicable EDC-adjusted percent, of the firm commitment as paid to the utility owner. Reimbursement is subject to the provision that the individual lump sum agreement approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. The firm commitment to the utility will be an appropriate item of right of way. The adjustment, removal, or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately, and cooperatively owned utilities.

### **14. Fencing Requirements**

- A. The Local Government may handle fencing through one of the following methods.

1. The Local Government may pay the property owner for existing right of way fences based on the value those fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated



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- value of those right of way fences and damages will be included in the recommended value and the approved value; or
2. The Local Government may perform the fencing on the property owner's remaining property.
  - B. When the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.
  - C. If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility, and a firm commitment as to the cost of the entire fencing work to be performed. This is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based on the circumstances involved.

#### **15. Basis for Reimbursement Calculation**

- A. The State will reimburse the Local Government for right of way acquired after the date of this agreement in an amount not to exceed ninety percent (90%), or the applicable EDC-adjusted percent, of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety percent (90%), or the applicable EDC-adjusted percent, of the State's predetermined value of each parcel, or the net cost of each parcel, whichever is less. All requests by the Local Government for reimbursement shall comply with the then current reimbursement submission requirements set forth in the *Texas Department of Transportation Right of Way Manual*.
- B. If condemnation is necessary and title is taken under Article 9 (Condemnation), the participation by the State shall be based on the final judgment, conditioned on the State having been notified in writing prior to the filing of the suit and on prompt notice being given as to all action taken under the suit. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement.
- C. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety percent (90%), or the applicable EDC-adjusted percent, of the predetermined lump sum cost of the right of way fencing or utility adjustment.

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D. If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of that fencing or those adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials, and equipment used.

**16. 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.

**17. 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</u>	Director of Right of Way Division
<u>401 Jackson St. Richmond, TX 77469</u>	Texas Department of Transportation
<u>Fort Bend County Engineering</u>	125 E. 11 <sup>th</sup> 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.

**18. 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.

**19. 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

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shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

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

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**25. 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.

**26. 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.

**27. 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).

**28. Applicability of Federal Provisions**

Articles 29 through 34 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

**29. 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.

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

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to 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.*

### **31. Debarment Certification**

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

### **32. Lobbying Certification**

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



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- 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.

### **33. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and  
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

County # Fort Bend  
District Houston  
ROW CSJ # 0543-03-074  
CCSJ # 0543-03-067  
Federal Project # \_\_\_\_\_  
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- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

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

**35. Signatory Warranty**

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

County # Fort Bend  
District Houston  
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CCSJ # 0543-03-067  
Federal Project # \_\_\_\_\_  
Federal Highway Administration  
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Not Research and Development

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

**THE LOCAL GOVERNMENT**

  
\_\_\_\_\_  
Signature

Robert E. Hebert  
\_\_\_\_\_  
Typed or Printed Name

County Judge  
\_\_\_\_\_  
Title

January 24, 2017  
\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

  
\_\_\_\_\_  
Gus E. Cannon, CTCM  
Director, Right of Way Division  
Texas Department of Transportation

3-8-17  
\_\_\_\_\_  
Date

County # Fort Bend  
District Houston  
ROW CSJ # 0543-03-074  
CCSJ # 0543-03-067  
Federal Project # \_\_\_\_\_  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

APPROVAL OF MINUTES  
COMMISSIONERS COURT  
FORT BEND COUNTY

I, Laura Richard, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 24th day of January, 2017.



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 7th day of February, 2017.



ROBERT E. HEBERT, COUNTY JUDGE



**MINUTES**

BE IT REMEMBERED, That on this 24TH DAY of JANUARY, 2017, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

ROBERT E. HEBERT	COUNTY JUDGE
VINCENT MORALES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
JAMES PATTERSON	COMMISSIONER PRECINCT 4
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 1:03 p.m.

2. **Invocation and Pledges of Allegiance by Commissioner Vincent Morales.**

Invocation and Pledges of Allegiance by Commissioner Vincent Morales.

3. **Approve minutes of regular meeting held on January 10, 2017, and special meeting/workshop held on January 17, 2017.**

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 January 10, 2017, and special meeting/workshop held on January 17, 2017.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

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

One public comment. Nancy Hentschel, resident of Richmond, spoke about Agenda Item 25A. Mrs. Hentschel is concerned about the tax structure for homeowners association dues, MUD, LID and property taxes. She feels the Central Appraisal District panel needs to have individuals on the panel who are not on the Board just to raise taxes. She would also like more information on civil forfeiture.

Service Awards were presented to County employees.

Commissioner Meyers wished Commissioner Patterson a belated Happy Birthday and announced today is his 50th Wedding Anniversary.

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

Public hearings held. No public comments.

- A. **Acceptance of the traffic control plan for Greatwood Parkway at Rabbs Crossing to add multi-way stop control, Precinct 1.**
- B. **Acceptance of the traffic control plan for Sendero Tract, Section 1 and Section 2, Precinct 3.**
- C. **Replat: Sienna Village of Destrehan Section 6 Amending Plat No.1, Precinct 1.**
- D. **Replat: Arcola Farms Partial Replat No. 1, Precinct 1.**
- E. **Replat: Mason Road Self Storage, Precinct 3.**
- F. **Replat: Aliana, Section 55 being a partial replat of Reserve "A" Westmoor Drive and Reserves, Precinct 4.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Agenda Items 5A and 5B.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**CONSENT AGENDA ITEMS 6 - 24:**

6. **OUT-OF-STATE TRAVEL:** Approve out-of-state travel requests for County personnel:
- A. **County Court at Law Associate Judge:** Judge Harold Kennedy to New York, New York, February 11-15, 2017, to attend the National Conference on Juvenile Justice. (Fund: County Court at Law Associate Judge)
  - B. **Constable, Precinct 2:** Sharon Arnold to Columbus, Georgia, April 17-22, 2017, to attend the National Constables and Marshals Annual Training Conference. (Fund: Constable, Pct. 2)
  - C. **Library:** Mary Miller to National Harbor, Maryland, April 2-5, 2017, to attend the Innovative User's Group 2017 Conference. (Fund: Library)
  - D. **Purchasing:** Gilbert Jalomo and Debbie Kaminski to Salt Lake City, Utah, August 26- 31, 2017, to attend the National Institute of Governmental Purchasing Annual Forum. (Fund: Purchasing)
  - E. **Sheriff's Office:** Ratify travel by A. Gillory to Kaplan, Louisiana, January 16-27, 2017, to attend K-9 Handler Protection Training. (Fund: Sheriff, Forfeited Assets, Federal)
  - F. **Sheriff's Office:** T. Mangum and J. Cloud to Kaplan, Louisiana, February 20-22, 2017, May 29-31, 2017, July 24-28, 2017, October 23-25, 2017 to attend quarterly K-9 maintenance training and recertification training. (Fund: Sheriff Enforcement)
  - G. **Sheriff's Office:** M. Carter to Baltimore, Maryland, May 2-6, 2017, to attend and make presentation to the International Critical Incident World Congress. (Fund: Sheriff, Enforcement)
  - H. **Sheriff's Office:** F. Becker to Reno, Nevada, June 23-28, 2017 to attend the 2017 National Sheriff's Association Annual Conference & Exhibition. (Fund: Sheriff, Detention)
7. **COUNTY JUDGE:**
- A. Set public hearing for the creation of Fort Bend County Reinvestment Zone No. 18 for tax abatement purposes pursuant to Section 312.201 and 312.401 of the Texas Property Tax Code, to be conducted on Tuesday, February 7, 2017, at 1:00 p.m. in the Commissioners Courtroom, 401 Jackson St., 2nd Floor, Richmond, Texas.
  - B. Record into Minutes the Public Official Bond for Robert L. Perez as Treasurer for Fort Bend County Emergency Services District No. 100 in the amount of \$100,000.00 effective January 1, 2017 through January 1, 2018.

8. **COMMISSIONER, PCT. 4:**

Approve the reappointment of Morris Mitchell to the Board of Directors of Fort Bend Subsidence District, representing business interests, to serve a two year term effective February 1, 2017 through January 31, 2019.

9. **BUDGET TRANSFERS:**

- A. **240th District Court:** Approve transfer in the amount of \$510 from Property and Equipment into Information Technology to allocate additional funds needed for purchase of printer in courtroom.
- B. **Auditor:** Approve FY 2016 transfer in the amount of \$3,628,851 as detailed on Auditor's form dated January 18, 2017 to allocate fiscal year 2016 surplus funds to cover deficits in department budgets and transfer remaining surplus into Commissioners Court Projects account.
- C. **Constable, Pct. 1:** Approve transfer in the amount of \$400 from Operating Supplies into Information Technology to allocate funds for the purchase of two printers for the Writ Department.
- D. **Facilities Management & Planning:** Approve transfer in the amount of \$250 from Fees into Information Technology to allocate funds for purchase of keyboard and monitor.
- E. **Health & Human Services - Social Services:** Approve transfer in the amount of \$621 from Supplies & Maintenance into Information Technology to allocate funds for the purchase of mobile scanners for Eligibility Workers.
- F. **Information Technology:** Approve transfer in the amount of \$4,495 from Fees into Information Technology to allocate funds into the correct account for purchase from Skillsoft, Inc.
- G. **Information Technology:** Approve transfer in the amount of \$7,750 from Fees into Information Technology to reallocate funds into correct account for expenditures regarding repairs to video recording system at the Justice Center.
- H. **Parks Department:** Approve transfer in the amount of \$9,500 from Property and Equipment into Capital Acquisition to allocate funds for the purchase of utility task vehicle for Jones Creek Ranch Park.
- I. **Road & Bridge:** Approve FY 2016 transfer in the amount of \$2,176,000 as detailed on Auditor's form dated January 18, 2017 to allocate surplus fiscal year 2016 funds into Road & Bridge Projects account.
- J. **Treasurer's Office:** Approve transfer in the amount of \$50 from Operating and supplies into Information Technology to allocate additional funds needed for purchase of replacement printer.

10. **COMMUNITY DEVELOPMENT:**

**Set a public hearing to receive comments regarding the housing and community development needs of low-and moderate-income persons in Fort Bend County for the FY 2017 Consolidated Annual Action Plan, to be conducted Tuesday, February 28, 2017 at 1:00 p.m. in the Fort Bend County Commissioners Courtroom, 2nd Floor, 401 Jackson Street, Richmond, Texas.**

11. **CONSTABLE, PCT. 2:**

- A. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Quail Glen Homeowner's Association effective through September 30, 2017.**
- B. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Quail Run Community Improvement Association effective through September 30, 2017.**
- C. **Approve renewal of Agreement for Additional Law Enforcement Services between Fort Bend County and Quail Bridge Community Improvement Association effective through September 30, 2017.**

12. **COUNTY ATTORNEY:**

**Record into Minutes the Annual Report of Eminent Domain Authority, dated January 5, 2017, as required under Senate Bill 1812, detailing the authority of Fort Bend County to exercise the power of Eminent Domain in Texas.**

13. **COUNTY CLERK:**

**Record into Minutes the Certificate of Completion awarded to County Clerk Laura Richard for completion of the required twenty hours of Continuing Education for 2016, as prescribed in Section 51.605 of the Texas Government Code.**

14. **ENGINEERING-PAYMENTS:**

- A. **Approve payment of Invoice No. E151012-7 in the amount of \$29,323.50 to Amani Engineering, Inc. for professional engineering services regarding South Post Oak, Mobility Bond Project No. 13112, Precinct 1. (Fund: 2013 Mobility Bonds)**
- B. **Approve payment of Invoice Nos. 10 and 11 in an amount totaling \$113,772.50 to Zarinkelk Engineering Services, Inc. for professional services regarding Chimney Rock Boulevard, Mobility Bond Project No. 13203, Precinct 2. (Fund: 2013 Mobility Bonds)**
- C. **Approve payment of Invoice No. 11302016 in the amount of \$150,178.62 to ISI Contracting, Inc. for construction of Congestion Mitigation, Mobility Bond Project No. X23, Precinct 3. (Fund: Harris-Fort Bend Emergency Services District No. 100)**



**Item 14 continued - Engineering - Payments:**

- D. Approve payment of Invoice No. 130.01-1216 in the amount of \$4,600.00 to Mike Stone Associates, Inc. for professional construction management services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)
- E. Approve payment of Invoice No. 5917 in the amount of \$60,582.51 to PAS Property Acquisition Services, LLC for professional consulting and inspection services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)
- F. Approve payment of Invoice No. 459301/57/II in the amount of \$25,657.43 to Dannenbaum Engineering Corp. for professional engineering services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)
- G. Approve payment of Invoice No. 121614C in the amount of \$1,586.75 to Aviles Engineering Corp. for construction materials testing services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)
- H. Approve payment of Invoice No. 1 (Final) in the amount of \$228,344.79 to Transcontinental Gas Pipeline Company, LLC for utility relocations regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)
- I. Approve payment of Invoice No. 5914 in the amount of \$1,575.00 to PAS Property Acquisition Services, LLC for right of way services regarding projects within Precincts 1, 2, 3 and 4. (Fund: Right of Way)
- J. Approve payment of Invoice No. 5915 in the amount of \$10,856.25 to PAS Property Acquisition Services, LLC for right of way services regarding projects within Pcts 1 and 4. (Fund: Right of Way)
- K. Approve payment of Invoice No. 5913 in the amount of \$431.25 to PAS Property Acquisition Services, LLC for right of way services regarding Four Corners, Precinct 4. (Fund: Fort Bend County Assistance District No. 6)

**15. ENGINEERING-PERMITS:**

- A. Approve acceptance of Liberty Mutual Insurance Company Perpetual Bond No. 58S209696 for Clearwater Utilities, Inc.
- B. Approve application from Consolidated Communications to bury cable under and along Pleasant Road west of FM 1236, Permit No. 2017-11284, Precinct 1.
- C. Approve application from Consolidated Communications to bury cable under Schultz Road and along Rycade School Road, Permit No. 2017-11279, Precinct 1.
- D. Approve application from D.L. Meacham, LP to replace sidewalk at Williams Way, Ransom Road and Wildwood Park Road, Permit No. 2017-11285, Precinct 1.

**Item 15 continued - Engineering - Permits:**

- E. Approve application from Consolidated Communications to bury cable along Davis Estates Road west of FM 762, Permit No. 2017-11281, Precinct 1.
- F. Approve application from Consolidated Communications to bury cable under Old Needville Fairchilds Road west of FM 361, Permit No. 2017-11399, Precinct 1.
- G. Approve application from Consolidated Communication to bury cable along Fairchilds Road 3,080 feet of Vacek Road, Permit No. 2017-11342, Precinct 1.
- H. Approve application from PS Light Wave, Inc., to bury fiber optic cable under Westpark Toll Road at Clodine Road, Permit No. 2016-10250, Precinct 2.
- I. Approve application from U.S. Builders, L.P. to construct a driveway tie-in on Trinity Woods Crossing at 9107 FM 723, Permit No. 2017-11309, Precinct 3.
- J. Approve application from D.L. Meacham, LP to construct a driveway tie in at Harvest Garden Boulevard east of Harvest Home Drive, Permit No. 2017-11290, Precinct 3.
- K. Approve application from Alpine Engineering & Construction LLC to bury a 2-inch water line under Bellaire Boulevard west of Peek Road, Permit No. 2016-11065, Precinct 3.
- L. Approve application from Clearwater Utilities, Inc. / Cactus Commercial, Inc., to bore under Beechnut Street west of Peek Rd., Permit No. 2016-10770, Precincts 3 and 4.
- M. Approve application from Millis Equipment Rental, LLC to construct a driveway tie-in at 6515 Oilfield Road, Permit No. 2017-11228, Precinct 4.
- N. Approve application from PS Light Wave, Inc. to bury cable along Grassy Knolls north of Pebblestone Walk, Permit No. 2017-11400, Precinct 4.
- O. Approve application from PS Light Wave, Inc. to bury cable along Harvest Corner Drive south of Lost Lake Drive, Permit No. 2017-11393, Precinct 4.
- P. Approve application from CTC Concrete Inc. / Darling Homes to install a driveway tie-in at 4819 Summer Manor Lane, Permit No. 2017-11232, Precinct 4.
- Q. Approve application from PS Light Wave, Inc., to bury cable along Clodine Road, 1,000 feet north of Denver Miller Road, Permit No. 2017-11394, Precinct 4.
- R. Approve application from Riverstone Storage, LP to construct two driveway tie-ins at 4815 L J Parkway, Permit No. 2016-11064, Precinct 4.
- S. Approve application from PS Light Wave, Inc., to bury cable under and along Old Richmond Road east of FM 1464, Permit No. 2017-11395, Precinct 4.

16. **ENGINEERING-DEVELOPMENT:**

- A. **Approve request for Fort Bend County to sponsor a Texas Department of Transportation project on behalf of D. R. Horton, to expedite the construction of a public road connection (right turn lane) at FM 1093 Eastbound Frontage Road within Grand Vista Lakes Development, at no cost to the County, Precinct 2.**
- B. **Approve plat for the roads within Veranda, Section Eleven, Precinct 1.**
- C. **Approve plat for the lots within Veranda, Section Eleven, Precinct 1.**
- D. **Approve the replat for Mason Road Self Storage, Precinct 3.**
- E. **Approve the plat for Indonesian American Muslim Community, (IAMC), Precinct 4.**
- F. **Approve the plat for Universal Door Meditation Center, Precinct 4.**
- G. **Approve replat for the roads within Aliana, Section 55, Precinct 4.**
- H. **Approve replat for the lots within Aliana, Section 55, Precinct 4.**
- I. **Set public hearing for Tamarron Section 11 Partial Replat No. 1, Precinct 3. *(Tuesday, February 28, 2017 at 1:00 p.m.)***
- J. **Set public hearing for Tamarron Trace Section 1 Street Dedication, being a replat of Tamarron Lift Station Site No. 1, Precinct 3. *(Tuesday, February 28, 2017, at 1:00 p.m.)***
- K. **Set public hearing for Tamarron Trace Section 2 Street Dedication, being a replat of Tamarron Lift Station Site No. 1, Precinct 3. *(Tuesday, February 28, 2017, at 1:00 p.m.)***
- L. **Set public hearing for acceptance of the traffic control plan for Mission Trace, Section 6, Precinct 3. *(Tuesday, February 28, 2017, at 1:00 p.m.)***
- M. **Set public hearing for acceptance of the traffic control plan for Bellaire Boulevard at Lakemont Bend Lane to add multi-way stop control, Precinct 3. *(Tuesday, February 28, 2017, at 1:00 p.m.)***

17. **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 2015 Facility Bonds:**

- A. **Invoice No. 16-12-016 in the amount of \$22,396.50 to Kelly R. Kaluza & Associates, Inc., for engineering and surveying services regarding the Fairgrounds Livestock Building;**
- B. **Pay Application No. 3 in the amount of \$348,622.63 to Crain Group LLC. for construction services regarding the Fairgrounds Livestock Building;**

**Item 17 continued - Facilities Management & Planning:**

- C. Invoice No. 16-12-000019 in the amount of \$7,940.00 to Geotech Engineering & Testing for construction materials testing regarding the Fairgrounds Livestock Building;
  - D. Invoice No. 1602-09 in the amount of \$35,561.21 to Merriman, Holt, Powell regarding an addition to and expansion of the Missouri City Branch Library;
  - E. Pay Application No. 7 in the amount of \$525,412.70 to Crain Group, LLC., for design/build services regarding the Justice Center Structured Parking;
  - F. Invoice No. 11-60989 in the amount of \$6,638.80 to QC Laboratories, Inc., for construction materials testing regarding the Justice Center Structured Parking;
  - G. Invoice No.'s 10042164 and 10042165 for an amount totaling \$84,814.86, to PGAL for architectural services regarding expansion of the Justice Center.
18. **FORT BEND COUNTY TOLL ROAD AUTHORITY:** The Board of Directors of Fort Bend County Toll Road Authority reviewed this item at their regular Board meeting held on January 18, 2017, and makes the following recommendation to Commissioners Court:
- Accept a certain 11.415 acre tract of land conveyed by Special Warranty Deed by Sienna 325 LP to Fort Bend County Toll Road Authority regarding the Fort Bend Parkway.
19. **FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY:** The Board of Directors of Fort Bend Grand Parkway Toll Road Authority reviewed these items at their regular meeting held on January 18, 2017, and makes the following recommendations to Commissioners Court:
- A. Approve Violation Processing Services Agreement between Fort Bend Grand Parkway Toll Road Authority and SWC Group, L.P.
  - B. Approve Engineering Services Agreement between Fort Bend Grand Parkway Toll Road Authority and Aecom Technical Services, Inc. regarding a Drainage Study of Segment D from IH 69/US 59 to FM 1093.
20. **HEALTH & HUMAN SERVICES:**
- Social Services: Approve letter from Reliant Energy, contributing additional funds in the amount of \$60,000 to provide energy assistance to qualified County residents under the Reliant CARE program, with no cash match required by Fort Bend County.

21. **HUMAN RESOURCES:**

- A. **Approve and record into Minutes the application for Appointment of Deputy Constable Charles Baker, Michael Hicks and Nicholas Kaminski, by Constable Precinct 1, in accordance with Constable's form dated January 6, 2017 pursuant to Local Government Code §86.011.**
- B. **Approve and record into Minutes the application for Appointment of Deputy Constable Jordan Reyes, Garrett Post, and Robert Van Pelt by Constable Precinct 3, in accordance with Constable's form dated January 9, 2017 pursuant to Local Government Code §86.011.**
- C. **Approve request for withdrawal of 480 hours from the Shared Sick Leave Pool for employee of Juvenile Probation, Position No. 5751-0110.**
- D. **Approve request for withdrawal of 88 hours from the Shared Sick Leave Pool for employee of EMS Collections, Position No. 5401-0086.**
- E. **Approve the rehire of former employee number 1001772, who terminated employment on April 22, 2016 and who will be rehired effective January 30, 2017.**

22. **OFFICE OF EMERGENCY MANAGEMENT:**

**Approve renewal of the Memorandum of Understanding between Fort Bend County through its Office of Emergency Management and the Offices of Constable, Precinct One, Precinct Two, Precinct Three, and Precinct Four, with respect to the provision of essential services to citizens of the County during times of disaster and emergency.**

23. **PURCHASING:**

- A. **Authorize advertising for term contracts for the purchase and hauling of Chemical and Earthen Road Materials, Culverts, and Bridge Materials.**
- B. **Authorize advertising for proposals for splash pads for four (4) parks.**
- C. **Authorize advertising for sealed competitive proposals to lease roof space for cellular phone service equipment.**
- D. **Authorize advertising for bids for construction of Bellaire Boulevard, from FM 1464 to San Pablo Drive.**
- E. **Approve the continued purchase of patrol equipment and accessories from GTS Technology Solutions, Inc., utilizing DIR TSO 3652 for various departments upon request from their Fiscal Year 2017 budgets.**
- F. **Approve the continued purchase of patrol equipment, (docking stations) from GTS Technology Solutions, Inc., utilizing DIR TSO 2555 for various departments upon request from their Fiscal Year 2017 budgets.**

24. **TAX ASSESSOR/COLLECTOR:**

- A. **Record into Minutes the 2016 Tax Abatement Report as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.**
- B. **Record into Minutes the disposal of miscellaneous Tax Office Auto Department documentation dated January 1, 2013 through December 31, 2013 as detailed on Fort Bend County Tax Office Records Disposition Log dated January 4, 2017 in accordance with the State Archive Retention Schedule of Destruction for the Office of Patsy Schultz.**
- C. **Record into Minutes the disposal of miscellaneous Tax Office documentation dated July 28, 2016 through November 7, 2016 which has been scanned and is described as Box No. 1800 through 1826 in accordance with the State Archive Retention Schedule of Destruction for the Office of Patsy Schultz.**
- D. **Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on January 17, 2017, for an amount totaling \$16,986.66 for the Office of Patsy Schultz.**
- E. **Record into Minutes the Summary Monthly Report of Property Taxes collected in December 2016 as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Consent Agenda  
Items 6 - 24.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

25. **COUNTY JUDGE:**

- A. **Take all appropriate on Resolution in support of change to the Property Tax Appraisal Review Board System for submittal to the State's 85th Legislative Session.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Resolution as presented by  
the County Judge in support of change to the Property Tax Appraisal Review Board System  
for submittal to the State's 85th Legislative Session.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 25 continued - County Judge:**

- B. Take all appropriate action on recommendation by the County Treasurer to reassign responsibilities for the Emergency Medical Service Collection unit to the Chief of Emergency Medical Service effective January 28, 2017.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve recommendation by the County Treasurer to reassign responsibilities for the Emergency Medical Service Collection unit to the Chief of Emergency Medical Service effective January 28, 2017.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on Agreement for the Duration, Rate, and Allocation of Sales and Use Tax between Fort Bend County and the City of Fulshear regarding the proposed Fort Bend County Assistance District No. 7.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve, subject to the approval and review by the County Attorney's office, the Agreement for the Duration, Rate, and Allocation of Sales and Use Tax between Fort Bend County and the City of Fulshear regarding the proposed Fort Bend County Assistance District No. 7.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Commissioner Meyers stated CAD1 is located in Houston's ETJ and CAD7 is in Fulshear's ETJ. This will follow the city's ETJ lines. The County is using the CAD funds for improvements to FM1093 which extends to Fulshear.

Marcus Spencer, First Assistant County Attorney clarified the District took an action to include the Metro Right of Way which would extend if approved to the ETJ of Fulshear and the city boundaries.

Judge Hebert stated jurisdictions cannot overlap because the district cannot be dissolved by annexation, if it's in two different jurisdictions. The state law requires a special district be created which has to be wholly within one jurisdiction.



**Item 25 continued - County Judge:**

- D. Take all appropriate action on Agreement for the Duration, Rate, and Allocation of Sales and Use Tax between Fort Bend County and the City of Simonton regarding the proposed Fort Bend County Assistance District No. 8.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve, subject to review and approval by the County Attorney's Office, the Agreement for the Duration, Rate, and Allocation of Sales and Use Tax between Fort Bend County and the City of Simonton regarding the proposed Fort Bend County Assistance District No. 8.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- E. Take all appropriate action to appoint a hearing examiner to administer the appeal process pursuant to the Fort Bend County Game Room Regulations.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to appoint David Hunter as a hearing examiner to administer the appeal process pursuant to the Fort Bend County Game Room Regulations.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

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

- A. Take all appropriate action on request by Yuda Doliner, on behalf of FCA Holdings LLC, to waive penalty, interest and collection fees totaling \$881.45 on property taxes for tax years 2008 through 2015, Precinct 1.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve request by Yuda Doliner, on behalf of FCA Holdings LLC, to waive penalty, interest and collection fees totaling \$881.45 on property taxes for tax years 2008 through 2015, Precinct 1.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 26 continued - Commissioner, PCT 1:**

- B. Take all appropriate action on request for a new position in the Office of Commissioner, Precinct One, Community Relations Manager, Grade 13 of the Professional Management Policy Group, effective January 24, 2017, and designate funding source.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve request for a new position in the Office of Commissioner, Precinct One, Community Relations Manager, Grade 13 of the Professional Management Policy Group, effective January 24, 2017, and designate Contingency as the funding source.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. Take all appropriate action on request to transfer the amount of \$79,673 as detailed on Commissioner's form dated January 18, 2017, to allocate funds for the start of new position, Community Relations Manager, effective January 24, 2017.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve request to transfer the amount of \$79,673 as detailed on Commissioner's form dated January 18, 2017, to allocate funds for the start of new position, Community Relations Manager, effective January 24, 2017.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**27. COUNTY ATTORNEY:**

**Take all appropriate action on Resolution and Order Decreeing the Acquisition of Property to be a Public Necessity and Authorizing the Acquisition and Payment of Compensation by record vote for the Williams Way Extension project, Precinct 1.**

Pulled.

28. **ENGINEERING:**

- A. **Take all appropriate action on Amendment to Fort Bend County Regulations of Subdivisions in Fort Bend County, specifically Section 5.12 C regarding the building setback requirement for residential dwellings, and Section 7.3, regarding landscape reserves and/or easements.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Fort Bend County Regulations of Subdivisions in Fort Bend County, specifically Section 5.12 C regarding the building setback requirement for residential dwellings, and Section 7.3, regarding landscape reserves and/or easements.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. **Take all appropriate action on Agreement for Right of Way Procurement between Texas Department of Transportation and Fort Bend County regarding acquisition of right of way for FM 762 (Crabb River Road), Mobility Bond Project No. X28, Precinct 1.  
(Fund: Right of Way)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Right of Way Procurement between Texas Department of Transportation and Fort Bend County regarding acquisition of right of way for FM 762 (Crabb River Road), Mobility Bond Project No. X28, Precinct 1. (Fund: Right of Way)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 28 continued - Engineering:**

- C. **Take all appropriate action on Consent to Encroachment Crossings between Fort Bend County and CenterPoint Energy Texas Gas Operations regarding County's request to encroach upon an easement owned by CenterPoint for Chimney Rock, Mobility Bond Project No. 13203, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Consent to Encroachment Crossings between Fort Bend County and CenterPoint Energy Texas Gas Operations regarding County's request to encroach upon an easement owned by CenterPoint for Chimney Rock, Mobility Bond Project No. 13203, Precinct 2.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- D. **Take all appropriate action on acceptance of a certain .0057 acre tract of land conveyed by Public Road Right-of-Way Dedication by Shonda Jones to Fort Bend County, Texas regarding First Street, Kendleton, and; record same in Official Public Records; Precinct 1.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to accept a certain .0057 acre tract of land conveyed by Public Road Right-of-Way Dedication by Shonda Jones to Fort Bend County, Texas regarding First Street, Kendleton, and; record same in Official Public Records; Precinct 1.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 28 continued - Engineering:**

- E. **Take all appropriate action on acceptance of a certain .0057 acre tract of land conveyed by Public Road Right-of-Way Dedication by Jed Arthur Hill to Fort Bend County, Texas regarding First Street, Kendleton, and; record same in Official Public Records; Precinct 1.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to accept a certain .0057 acre tract of land conveyed by Public Road Right-of-Way Dedication by Jed Arthur Hill to Fort Bend County, Texas regarding First Street, Kendleton, and; record same in Official Public Records; Precinct 1.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- F. **Take all appropriate action on acceptance of a certain .0521 acre tract of land conveyed by Public Road Right-of-Way Dedication by Barbara Jones to Fort Bend County, Texas regarding First Street, Kendleton, and; record same in Official Public Records; Precinct 1.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to accept a certain .0521 acre tract of land conveyed by Public Road Right-of-Way Dedication by Barbara Jones to Fort Bend County, Texas regarding First Street, Kendleton, and; record same in Official Public Records; Precinct 1.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- G. **Take all appropriate action on acceptance of a certain .0344 acre tract of land conveyed by Donation Deed from Esmeralda Solano to Fort Bend County, Texas regarding Evergreen Street and; record same in Official Public Records; Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to accept a certain .0344 acre tract of land conveyed by Donation Deed from Esmeralda Solano to Fort Bend County, Texas regarding Evergreen Street and; record same in Official Public Records; Precinct 2.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 28 continued - Engineering:**

- H. **Take all appropriate action on acceptance of a certain .0287 acre tract of land conveyed Donation Deed from Miguel Solano-Cruz and Roman Solano-Cruz to Fort Bend County, Texas regarding Evergreen Street and; record same in Official Public Records; Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to accept a certain .0287 acre tract of land conveyed Donation Deed from Miguel Solano-Cruz and Roman Solano-Cruz to Fort Bend County, Texas regarding Evergreen Street and; record same in Official Public Records; Precinct 2.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- I. **Take all appropriate action on acceptance of a certain .2511 acre tract of land conveyed by Donation Deed from Lamar Consolidated Independent School District to Fort Bend County, Texas regarding FM 1093/Westpark Extension and; record same in Official Public Records; Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to accept a certain .2511 acre tract of land conveyed by Donation Deed from Lamar Consolidated Independent School District to Fort Bend County, Texas regarding FM 1093/Westpark Extension and; record same in Official Public Records; Precinct 3.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- J. **Take all appropriate action on request for variance to the building setback line requirement as stated in Section 5.12 C of the Fort Bend County Regulations of Subdivisions, for Aliana Section 43, Replat No. 1, on behalf of Aliana Development Company, Precinct 4.**

Pulled.

**Item 28 continued - Engineering:**

**K. Take all appropriate action on the plat for Aliana Section 43 Replat No. 1, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve the plat for Aliana Section 43  
Replat No. 1, Precinct 4.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**29. HEALTH & HUMAN SERVICES:**

**A. Animal Services: Take all appropriate action on request to ratify submission of applications to Maddie's Fund, for two employees to participate in two apprenticeship programs, Medium and Large Adult Dog Foster Program, and Positive Alternatives to Shelter Surrender, at Austin Animal Center, which provides a stipend of \$1,500 for each student for each program if awarded.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to ratify submission of applications to  
Maddie's Fund, for two employees to participate in two apprenticeship programs, Medium and  
Large Adult Dog Foster Program, and Positive Alternatives to Shelter Surrender, at Austin  
Animal Center, which provides a stipend of \$1,500 for each student for each program if  
awarded.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes



**Item 29 continued - Health & Human Services:**

- B. **Clinical Health: Take all appropriate action on request to ratify application to Texas Department of State Health Services for grant funding in the amount of \$134,397 for the Tuberculosis Prevention Program, with a County contribution of \$28,369 for the period of September 1, 2017 through August 31, 2018.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to ratify application to Texas Department of State Health Services for grant funding in the amount of \$134,397 for the Tuberculosis Prevention Program, with a County contribution of \$28,369 for the period of September 1, 2017 through August 31, 2018.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- C. **Clinical Health: Take all appropriate action on request to ratify application to Texas Department of State Health Services for grant funds in the amount of \$56,182 to support Local Public Health Services, with no cash match required by the County for the period of September 1, 2017 through August 31 2019.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to ratify application to Texas Department of State Health Services for grant funds in the amount of \$56,182 to support Local Public Health Services, with no cash match required by the County for the period of September 1, 2017 through August 31 2019.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 29 continued -Health & Human Services:**

- D. **Clinical Health:** Take all appropriate action on application to Texas Department of State Health Services for grant funding in the amount of \$258,364 for the Local Immunization Program, with a County contribution of \$364,540, for a total program budget of \$622,904 for the period of September 1, 2017 through August 31, 2018.

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve application to Texas Department of State Health Services for grant funding in the amount of \$258,364 for the Local Immunization Program, with a County contribution of \$364,540, for a total program budget of \$622,904 for the period of September 1, 2017 through August 31, 2018.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- E. **Clinical Health:** Take all appropriate action on application to Texas Department of State Health Services for grant funding in the amount of \$292,639 for disease surveillance activities, with no cash match required by Fort Bend County for the period of September 1, 2017 through August 31, 2019.

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve application to Texas Department of State Health Services for grant funding in the amount of \$292,639 for disease surveillance activities, with no cash match required by Fort Bend County for the period of September 1, 2017 through August 31, 2019.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 29 continued - Health & Human Services:**

- F. **Environmental Health:** Take all appropriate action on request to establish a residual account, funded by revenues received from criminal prosecution of environmental crime cases, to be used for environmental crime programs.

Moved by Commissioner Meyers, Seconded by Commissioner Morales

Duly put and unanimously carried (5-0), it is ordered to establish a residual account, funded by revenues received from criminal prosecution of environmental crime cases, to be used for environmental crime programs.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

30. **HUMAN RESOURCES:**

**Take all appropriate action on request to reclassify vacant position number 5601-0207, in the Sheriff's Office, from Clerk III-Bonding, Grade 7 of the Administrative Clerical Policy Group to Bonding Clerk, Grade 5 of the Administrative Clerical Policy Group, effective January 24, 2017.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage

Duly put and unanimously carried (5-0), it is ordered to reclassify vacant position number 5601-0207, in the Sheriff's Office, from Clerk III-Bonding, Grade 7 of the Administrative Clerical Policy Group to Bonding Clerk, Grade 5 of the Administrative Clerical Policy Group, effective January 24, 2017.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

31. **LIBRARY:**

**Take all appropriate action on request to increase the fleet with a used vehicle by transferring a van, Unit Number V146 from Precinct 2, to the Library.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to increase the fleet with a used vehicle by transferring a van, Unit Number V146 from Precinct 2, to the Library.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

32. **OFFICE OF EMERGENCY MANAGEMENT:**

- A. **Take all appropriate action on application to Texas Department of Public Safety, Division of Emergency Management for participation in the FY 2017 Emergency Management Performance Grant program, which provides partial reimbursement of salary and benefits for seven salaried employees of the Office of Emergency Management.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve application to Texas Department of Public Safety, Division of Emergency Management for participation in the FY 2017 Emergency Management Performance Grant program, which provides partial reimbursement of salary and benefits for seven salaried employees of the Office of Emergency Management.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 32 continued - Office of Emergency Management:**

- B. **Take all appropriate action on request to ratify amendments to program budgets to increase the FY 2015 Homeland Security Grant Project #2971901 in the amount of \$77,500 and to increase the FY 2016 Homeland Security Grant Project #2971902 by \$65,000 to support the required migration to a new Regional Emergency Public Information System.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to ratify amendments to program budgets to increase the FY 2015 Homeland Security Grant Project #2971901 in the amount of \$77,500 and to increase the FY 2016 Homeland Security Grant Project #2971902 by \$65,000 to support the required migration to a new Regional Emergency Public Information System.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

33. **PUBLIC TRANSPORTATION:**

**Take all appropriate action on Project Grant Agreement between Texas Department of Transportation and Fort Bend County, Project # TGR 1701 (11) 043 for Fiscal Year 2017 Transportation Investment Generating Economic Recovery funds in the amount of \$304,000 to purchase replacement vehicles, with Transportation Development Credits in the amount of \$30,755 as local match, and authorize Grants Coordinator to electronically submit agreement. (Fund: Public Transportation, Grants)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Project Grant Agreement between Texas Department of Transportation and Fort Bend County, Project # TGR 1701 (11) 043 for Fiscal Year 2017 Transportation Investment Generating Economic Recovery funds in the amount of \$304,000 to purchase replacement vehicles, with Transportation Development Credits in the amount of \$30,755 as local match, and authorize Grants Coordinator to electronically submit agreement. (Fund: Public Transportation, Grants)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

34. **PURCHASING:**

- A. **Take all appropriate action on request to cancel pest control services with Pest Management Services pursuant to Bid 15-021, term contract for pest control services, and authorize award to the next low bidder, Gillen Pest Control, through September 30, 2017.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to cancel pest control services with Pest Management Services pursuant to Bid 15-021, term contract for pest control services, and authorize award to the next low bidder, Gillen Pest Control, through September 30, 2017.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. **Take all appropriate action on Third Amendment to End User License and Service Agreement between Fort Bend County and Comprise Technologies, Inc., a sole source provider as authorized by Section 262.024 (a)(7) Texas Local Government Code, in an amount not to exceed \$65,168.22 for the renewal of license, support and purchase of additional kiosks. (Fund: Library)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to approve Third Amendment to End User License and Service Agreement between Fort Bend County and Comprise Technologies, Inc., a sole source provider as authorized by Section 262.024 (a)(7) Texas Local Government Code, in an amount not to exceed \$65,168.22 for the renewal of license, support and purchase of additional kiosks. (Fund: Library)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 34 continued - Purchasing:**

- C. **Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for renewal of an item available from only one source, online database from Recorded Books in an amount not to exceed \$10,000 for fiscal year 2017. (Fund: Library)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for renewal of an item available from only one source, online database from Recorded Books in an amount not to exceed \$10,000 for fiscal year 2017. (Fund: Library)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- D. **Take all appropriate action to consider granting an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the Amendment to purchase Law Databases available from only one source, Lexis Nexis, in an amount not to exceed \$23,484 for the term of February 1, 2017 through March 31, 2018. (Fund: Library)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to grant an exemption to the competitive bid process as authorized by Section 262.024 (a)(7) Texas Local Government Code for the Amendment to purchase Law Databases available from only one source, Lexis Nexis, in an amount not to exceed \$23,484 for the term of February 1, 2017 through March 31, 2018. (Fund: Library)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes



**Item 34 continued - Purchasing:**

- E. **Take all appropriate action on request to purchase one (1) water truck, an addition to fleet, from National Auto Fleet Group, for an amount not to exceed \$76,239.60 utilizing National Joint Powers Alliance Bid Number 102811. (Fund: Fairgrounds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to purchase one (1) water truck, an addition to fleet, from National Auto Fleet Group, for an amount not to exceed \$76,239.60 utilizing National Joint Powers Alliance Bid Number 102811. (Fund: Fairgrounds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- F. **Take all appropriate action on request to purchase two (2) Tahoe vehicles, replacements to fleet, from Classic Chevrolet, for Sheriff's Office, pursuant to Bid 17-021. (Fund: Agreement for Additional Law Enforcement Services with Sienna Plantation Residential Association)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to purchase two (2) Tahoe vehicles, replacements to fleet, from Classic Chevrolet, for Sheriff's Office, pursuant to Bid 17-021. (Fund: Agreement for Additional Law Enforcement Services with Sienna Plantation Residential Association)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- G. **Take all appropriate action on Bid 17-040 for election supply carriers.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson  
Duly put and unanimously carried (5-0), it is ordered to reject and re-advertise on Bid 17-040 for election supply carriers.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 34 continued - Purchasing:**

- H. **Take all appropriate action on Amendment 3 to Work Authorization No. 3 and No. 4 in an amount not to exceed \$164,212.28 regarding the Agreement between Fort Bend County and IDC, Inc. for Park and Ride Facility Planning and Consulting Services, pursuant to SOQ 09-072; total compensation for services within Work Authorizations No. 3 and 4 not to exceed \$484,907.28. (Fund: Public Transportation, Grants)**

Pulled.

- I. **Take all appropriate action on Agreement for Elevator Maintenance Services, pursuant to US Communities Government Purchasing Alliance Contract Number 2014143653, between Fort Bend County and Kone, Inc. in an amount not to exceed \$77,510 for upgrades to the East End Annex . (Fund: Facilities)**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Elevator Maintenance Services, pursuant to US Communities Government Purchasing Alliance Contract Number 2014143653, between Fort Bend County and Kone, Inc. in an amount not to exceed \$77,510 for upgrades to the East End Annex . (Fund: Facilities)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- J. **Take all appropriate action on Third Amendment to Agreement between Fort Bend County and HR Green, Inc. to increase the scope of services by \$15,300 pursuant to SOQ 14-025, for a total contract amount not to exceed \$483,047 regarding Sugarland-Howell, Mobility Bond Project No. 13211, Precinct 2. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to approve Third Amendment to Agreement between Fort Bend County and HR Green, Inc. to increase the scope of services by \$15,300 pursuant to SOQ 14-025, for a total contract amount not to exceed \$483,047 regarding Sugarland-Howell, Mobility Bond Project No. 13211, Precinct 2. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

**Item 34 continued - Purchasing:**

- K. **Take all appropriate action on Second Amendment to Agreement between Fort Bend County and Cobb, Fendley & Associates, Inc. to increase the scope of services by \$15,420 pursuant to SOQ 14-025, for a total contract amount not to exceed \$562,490 regarding Gaston Road, Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement between Fort Bend County and Cobb, Fendley & Associates, Inc. to increase the scope of services by \$15,420 pursuant to SOQ 14-025, for a total contract amount not to exceed \$562,490 regarding Gaston Road, Segment 1, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- L. **Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and Terra Associates, Inc. in an amount not to exceed \$50,000 pursuant to SOQ 14-025 regarding Lake Olympia Parkway, Segment 2, Mobility Bond Project No. 13217x, Precinct 2. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to approve Agreement for Professional Engineering Services between Fort Bend County and Terra Associates, Inc. in an amount not to exceed \$50,000 pursuant to SOQ 14-025 regarding Lake Olympia Parkway, Segment 2, Mobility Bond Project No. 13217x, Precinct 2. (Fund: 2013 Mobility Bonds)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

35. **SHERIFF'S OFFICE:**

- A. **Take all appropriate action on Amendment to Professional Services Agreement between Fort Bend County and Bryan Smith, dba DPS Professional Services to increase the monthly salary of Deputy Director based on the availability of funds from the Office of National Drug Control Policy effective January 1, 2017 through the remainder of the Agreement. (Fund: High Intensity Drug Trafficking Area Program Grant)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Professional Services Agreement between Fort Bend County and Bryan Smith, dba DPS corrected to BPS Professional Services to increase the monthly salary of Deputy Director based on the availability of funds from the Office of National Drug Control Policy effective January 1, 2017 through the remainder of the Agreement. (Fund: High Intensity Drug Trafficking Area Program Grant)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

- B. **Take all appropriate action on Amendment to Professional Services Agreement between Fort Bend County and William Stephens dba Osprey Research Corporation to increase the monthly salary of Intelligence/Training Coordinator based on the availability of additional grant funds from the Office of National Drug Control Policy effective January 1, 2017 through the remainder of the agreement. (Fund: High Intensity Drug Trafficking Area Program Grant)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Professional Services Agreement between Fort Bend County and William Stephens dba Osprey Research Corporation to increase the monthly salary of Intelligence/Training Coordinator based on the availability of additional grant funds from the Office of National Drug Control Policy effective January 1, 2017 through the remainder of the agreement. (Fund: High Intensity Drug Trafficking Area Program Grant)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

36. **Approve Bills.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage  
Duly put and unanimously carried (5-0), it is ordered to approve bills in the amount of \$7,750,240.68.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

37. **Ratify the release of time sensitive disbursements by Auditor on January 19, 2017.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to Ratify the release of time sensitive disbursements by Auditor on January 19, 2017 in the amount of \$2,386,583.74.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

38. **Authorize County Auditor to pay and release time sensitive disbursements on February 2, 2017, to be ratified by Commissioners Court on February 7, 2017.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to authorize County Auditor to pay and release time sensitive disbursements on February 2, 2017, to be ratified by Commissioners Court on February 7, 2017.

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

Judge Hebert revisited Item 25A. He clarified this item is for the approval of a resolution in support of the change to the Property Tax Appraisal Review Board System. For the record, the court is asking the Legislature to separate the Appraisal Review Board process from the Central Appraisal District process, by creating a separate management group and a separate means of appointing an Appraisal Review Board. This creates a true arm's length distance between the appraisal of the property and the hearing of appeals of those appraisals. The County would like the Appraisal Review Board to be charged in the same manner the Appraisal District is charged and should maintain overall a 95% market value in the County moving forward. There is a state law and financial penalties if the Appraisal District does not maintain 95%. If the percentage amount is to be adjusted, it should be for both, in order to work within the same criteria. This resolution is working strictly with the Appraisal Review Board.

**Recess:**

Recessed at 1:43 p.m.

39. **Meet in Closed Session to deliberate the following matters as authorized by the Texas Government Code:**
- A. **§ 551.071. Consultation With Attorney.** Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.
1. **Cause No. 16-DCV-237846, Mark W. Millis vs Fort Bend County, Texas, Richard Morrison, in his official capacity, and Richard Stolleis, in his official capacity.**
  2. **Cause No. 15-DCV-221725: JDC/Firethone, Ltd., vs. Fort Bend County, et al; In the District Court of Fort Bend County, 268 th Judicial District. Consideration of status and proposed action.**
- B. **§ 551.072. Deliberation Regarding Real Property.** Commissioners Court will meet in Closed Session to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
1. **West Bellfort, Project No. 13415x, Precinct 4.**
  2. **FM 1093/Westpark Extension, Precinct 3.**

**Closed Session:**

Convened at 1:55 p.m.

Adjourned at 3:24 p.m.

**Reconvene:**

Reconvened at 3:27 p.m.

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

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

1. **Cause No. 16-DCV-237846, Mark W. Millis vs Fort Bend County, Texas, Richard Morrison, in his official capacity, and Richard Stolleis, in his official capacity.**

No action.

2. **Cause No. 15-DCV-221725: JDC/Firethone, Ltd., vs. Fort Bend County, et al; In the District Court of Fort Bend County, 268 th Judicial District. Consideration of status and proposed action.**

No action.

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

1. **West Bellfort, Project No. 13415x, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers  
Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 5 of the West Bellfort Project - Mobility Bond Project No. 13415x in the amount of \$59,246.00 plus necessary costs; and authorize County Judge to sign all necessary closing documents. (Fund: West Bellfort Extension Project)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

2. **FM 1093/Westpark Extension, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales  
Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 400 in the amount of \$3,443.00, Parcel 413/417 in the amount of \$167,040.00, Parcel 424 in the amount of \$39,195.00, of the FM 1093 Westpark Extension - Phase 2 Project, Precinct 3, plus necessary costs; and authorize County Judge to sign all necessary closing documents. (Fund: 1093 Westpark Extension)

Judge Hebert	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner Patterson	Yes

January 24, 2017

41. **Adjournment.**

Commissioners Court adjourned at 3:39 p.m. on Tuesday, January 24, 2017.

I attest to the accuracy of the foregoing minutes.



*Laura Richard*

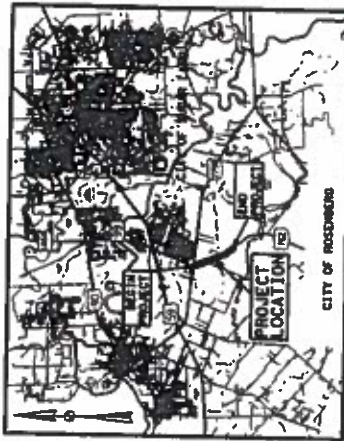
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Laura Richard, County Clerk, Fort Bend County, Texas



County # Fort Bend  
District Houston  
ROW CSJ # 0543-03-074  
CCSJ # 0543-03-067  
Federal Project #   
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

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

CCSJ 0543-03-067  
LIMITS FROM: F.M. 762/F.M. 2759 TO SOUTH OF LCISD SCHOOL  
ON CRABB RIVER ROAD  
NET LENGTH OF PROJECT = 10,631.03 FEET = 2.013 MILES

[illegible]

County # Fort Bend  
District Houston  
ROW CSJ # 0543-03-074  
CCSJ # 0543-03-067  
Federal Project #   
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

**ATTACHMENT C**  
**PROJECT BUDGET ESTIMATE**

County Fort Bend  
 District Houston  
 ROW CSJ # 0543-03-067  
 CCSJ # 0543-03-074  
 Federal Project #  
 FHWA CFDA # 20.205  
 Not Research and Development

**Standard Contractual Agreement  
 Local Government Performs Work  
 Attachment C**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$2,100,000.00	90%	\$1,890,000.00	10%	\$210,000.00
Reimbursable Utility Adjustments	\$4,500,000.00	90%	\$4,050,000.00	10%	\$450,000.00
Joint Bid - Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$6,600,000.00</b>		<b>\$5,940,000.00</b>		<b>\$660,000.00</b>

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