



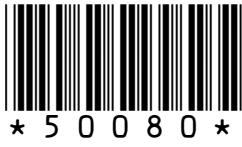
CSJ_NBR



CSJ_CTGRY



CCA_SUB_CTGRY



COUNTY: FORT BEND



DD




MEMO

June 12, 2017

To: Larry Blackburn
Director of Design and Interim Right of Way Manager, HOU District

Through: Tiffany Gardner
Special Projects Coordinator, Right of Way Division

From: Gus Cannon 
Director, Right of Way Division

Subject: Contractual Agreement for Right of Way Procurement
Fort Bend County (80)
ROW CSJ 1415-03-011
FM 2759: From S of Sansbury Blvd To Fm 762/FM 2759 on Crabb River Rd

Attached is the executed contractual agreement which was received by ROW Division June 6, 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 County 90% of all eligible costs.

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

CC: Angela Leach-Jayroe
Right of Way Supervisor, HOU District

A blue ink signature of Hettie Thompson, with the initials "HT" clearly visible.

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
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 2759 from S of Sansbury Blvd. to FM 762/FM 2759 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:

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

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

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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.

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- 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

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

title. The Local Government will deliver properly executed instruments of conveyance that, 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

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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.

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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 th Street
<u>301, Jackson St., STE 401</u>	Austin, Texas 78701
<u>Richmond, TX 77469</u>	

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

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

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

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.

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

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

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

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:

County # Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 Federal Project # _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

- 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 # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- 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 \$750,000 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.
- C. If expenditures are less than \$750,000 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 \$750,000 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.

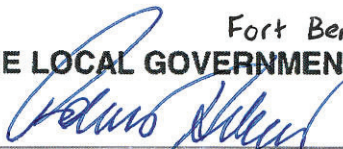
35. Signatory Warranty

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

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

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

THE LOCAL GOVERNMENT Fort Bend County



Signature

Robert Hebert

Typed or Printed Name

County Judge

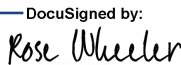
Title

June 6, 2017

Date

Approved by Commissioners Court
on April 25, 2017

THE STATE OF TEXAS

DocuSigned by:


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

6/12/2017

Date

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

County # Fort Bend
District Houston
ROW CSJ # 1415-03-011
CCSJ # 1415-03-010
Federal Project # _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE

County Fort Bend
 District Houston
 ROW CSJ # 1415-03-011
 CCSJ # 1415-03-010
 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	\$ 787,600.00	90%	\$ 708,840.00	10%	\$ 78,760.00
Reimbursable Utility Adjustments	\$ 800,000.00	90%	\$ 720,000.00	10%	\$ 80,000.00
Joint Bid - Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$1,587,600.00		\$1,428,840.00		\$158,760.00

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

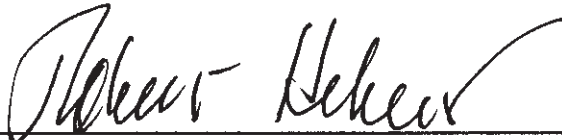
**APPROVAL OF MINUTES
COMMISSIONERS COURT
FORT BEND COUNTY**

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 25th day of April, 2017.



LAURA RICHARD, COUNTY CLERK

Now, therefore, be it resolved upon the motion of Commissioner Meyers seconded by Commissioner Morales, duly put and carried, it is ordered to accept as presented for record the attached minutes approved on this the 2nd day of May, 2017.



ROBERT E. HEBERT, COUNTY JUDGE

April 25, 2017

MINUTES

BE IT REMEMBERED, That on this 25TH DAY of APRIL, 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 1:00 p.m.

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

Invocation and Pledges of Allegiance by Commissioner Grady Prestage.

3. **Approve minutes of regular meeting held on April 11, 2017.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve minutes of regular meeting held on April 11, 2017.

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

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

No public comments.

Service Awards were presented to County employees.

April 25, 2017

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

Public Hearing held. No public comments.

- A. **Acceptance of the traffic control plan for Sienna Plantation, Section 20, Precinct 1.**
- B. **Acceptance of the traffic control plan for Del Webb-Richmond, Section 14 and Section 15, Precinct 1.**
- C. **Acceptance of the traffic control plan for Kingdom Heights, Section 2, and Kingdom Heights Model Home Lots, Precinct 1.**
- D. **Acceptance of the traffic control plan for Grand Mission Estates Section 8, Section 9, and Section 10, Precinct 3.**
- E. **Acceptance of the traffic control plan for Aliana, Section 48 and Aliana Somerled Avenue at Clouston Avenue Street Dedication, Precinct 4.**

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

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

CONSENT AGENDA ITEMS 6 - 23:

- 6. **OUT-OF-STATE TRAVEL: Approve out-of-state travel requests for County personnel:**
 - A. **Constable, Pct. 2: Constable Gary Majors to Atlanta, Georgia, July 28-August 3, 2017 to attend the National Organization of Black Law Enforcement Executives 2017 Conference. (Fund: Constable, Pct. 2)**
 - B. **Constable, Pct. 2: Rodney Pentecost to Atlanta, Georgia, July 28-August 3, 2017, to attend the National Organization of Black Law Enforcement Executives 2017 Conference. (Fund: Constable, Pct. 2)**
 - C. **Health & Human Services - Emergency Medical Service: Rebecca Lane to Delaware, Ohio, June 7-10, 2017, to instruct Emergency Medical Service Cyclist classes at the International Police Mountain Bike Association Conference. (Fund: Emergency Medical Service)**
 - D. **Public Transportation: Denice Malota to Tampa, Florida, June 6-11, 2017, to attend Asset Management training conducted by the National Transit Institute (Fund: Public Transportation, Grants)**

April 25, 2017

Item 6 continued - Out-Of-State Travel:

- E. **Sheriff's Office: Krista Whitehead to New Orleans, Louisiana, September 11-15, 2017, to attend the International Association of Crime Analyst Conference. (Fund: Office of Emergency Management, Homeland Security Grant)**
- F. **Sheriff's Office: D. Quam and F. Becker to St Louis, Missouri, August 17-22, 2017, to attend the American Correctional Association 2017 Conference. (Fund: Sheriff's Office, Detention)**

7. COUNTY JUDGE:

- A. **Approve and record the bond for Jerry W. Bussell, Judge for the Fort Bend County Court at Law No. 4, effective April 13, 2017 through December 31, 2018.**
- B. **Authorize the submittal of request to Texas Comptroller of Public Accounts for Unclaimed Property Capital Credits for funds received from electric cooperatives to counties located in a cooperative service area.**
- C. **Approve renewal of Agreement between Fort Bend County and Fort Bend County Dispute Resolution Center in the amount of \$161,877.85 for court-ordered mediation services effective June 1, 2017 through May 31, 2018. (Fund: Non-Departmental, Fees)**
- D. **Authorize Certificate Approving Issuance of Tax Exempt Education Revenue Bonds for Harmony Public Schools for construction, equipment, and improvement to several charter school facilities, located within Fort Bend County (pursuant to Section 147 (f) of the Internal Revenue Code) through a bond issuance by Arlington Higher Education Finance Corporation, with no financial obligation of Fort Bend County.**

8. COMMISSIONER, PCT. 4:

Accept the resignation of Jeff Scarborough from the Board of Directors of Fort Bend County Levee Improvement District No. 17, and appoint Francis Ming to fill the vacancy for a term of office effective April 25, 2017 through July 8, 2018.

9. AUDITOR:

- A. **Accept Monthly Financial Report prepared by County Auditor for the two months ended November 30, 2016, pursuant to Local Government Code Section 114.023.**
- B. **Accept Monthly Financial Report prepared by County Auditor for the three months ended December 31, 2016, pursuant to Local Government Code Section 114.023.**

April 25, 2017

10. **BUDGET TRANSFERS:**

- A. **District Clerk:** Approve transfer in the amount of \$3,220 from Supplies and Maintenance into Information Technology to allocate funds for the purchase of computer equipment, a Surface Pro, two printers, and two copier/scanners.
- B. **Health & Human Services - Social Services:** Approve transfer in the amount of \$61 from Travel into Information Technology to allocate additional funds to cover cost of phone line needed for conference room phone at Missouri City Office.
- C. **Information Technology:** Approve transfer in the amount of \$19,045 from Fees into Capital Acquisition to allocate additional funds into correct account for the purchase and installation of software and equipment for mobile program.
- D. **Information Technology:** Approve transfer in the amount of \$5,000 from Construction into Property and Equipment to allocate funds for conference room and office furniture.
- E. **Sheriff's Office:** Approve transfer in the amount of \$21,940 as detailed on Auditor's form dated April 18, 2017, to allocate additional funds for County resources needed to complete the National Incident Based Reporting System grant.

11. **COUNTY ATTORNEY:**

Approve Second Amendment to Agreement for Professional Engineering Services between Fort Bend County and Hutson Land Planners and Development Consultants, LLC., with no change to the maximum amount of compensation. (Fund: Toll Road Revenue Bonds, Series 2016)

12. **ENGINEERING-PAYMENTS:**

- A. Approve payment of Invoice No. 37894839 in the amount of \$15,829.50 to AECOM for construction management services regarding 2013 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 Mobility Bonds)
- B. Approve payment of Invoice No. 3024400114 in the amount of \$7,873.80 to Huitt-Zollars for professional engineering services regarding Old Needville-Fairchild Road, Mobility Bond Project No. 13109, Precinct 1. (Fund: 2013 Mobility Bonds)
- C. Approve payment of Invoice No. 35338 in the amount of \$2,143.00 to Van DeWiele & Vogler for professional engineering services regarding Powerline Road, Mobility Bond Project No. 13110, Precinct 1. (Fund: 2013 Mobility Bonds)
- D. Approve payment of Invoice No. 011736C in the amount of \$6,239.25 and Invoice No. 021730C in the amount of \$27,872.50 to Aviles Engineering Corp. for construction materials testing services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)

April 25, 2017

Item 12 continued - Engineering - Payments:

- E. **Approve payment of Invoice No. 68671 in the amount of \$8,738.00 to EHRA for professional engineering services regarding Cane Island, Mobility Bond Project No. 13306, Precinct 3. (Fund: 2013 Mobility Bonds)**

13. ENGINEERING-PERMITTS:

- A. **Approve acceptance of General Surety Rider for Perpetual Bond No. 09223212 to change name from NextEra Fibernet, LLC (Texas) to Fibernet Direct Texas LLC.**
- B. **Approve application from PS Light Wave, Inc., to bury fiber optic cable along Scanlan Trace and bury cable under Tahoe Basin, Permit No. 2017-13098, Precinct 1.**
- C. **Approve application from No Worries Servies, Inc. dba Nws Custome Homes & Remodeling to install a driveway tie-in at 3202 River Ranch South Drive, Permit No. 2017-13094, Pct 1.**
- D. **Approve application from PS Light Wave, Inc., to bury cable under and along Sienna Parkway and bury cable along Waters Lake Boulevard, between Scanlan Trace and Deer Crossing, Permit No. 2017-13139, Precinct 1.**
- E. **Approve application from PS Light Wave, Inc., to bury fiber optic cable along Camp Sienna Trail and Scanlan Trace, Permit No. 2017-13097, Precinct 1.**
- F. **Approve application from Consolidate Communications to bury cable under and along Fairchild Boulevard and along Ironwood Lane, Permit No. 2017-12935, Pct. 1.**
- G. **Approve application from Giovanni Coquis to install a driveway tie-in at 3210 River Ranch South Drive, Permit No. 2017-13095, Precinct 1.**
- H. **Approve application from Burnside Services, Inc., to construct a 24-inch outfall into Rabbs Bayou, Permit No. 2017-13044, Precinct 1.**
- I. **Approve application from AT&T, Inc., to bury cable along Benton Road and Kennedia Drive, Permit No. 2017-13093, Precinct 1.**
- J. **Approve application from CenterPoint Energy to bury a 4-inch gas line under and along Benton Road and Rohan Road, Permit No. 2017-12907, Precinct 1.**
- K. **Approve application from Comcast of Houston, LLC/Jier LLC to hang aerial cable along Charlmont Drive for 8910 Highway 6 South, Permit No. 2017-12906, Precinct 2.**
- L. **Approve application from PS Light Wave, Inc., to bury fiber optic cable along Sims Bayou Lateral VIII-B-4, Permit No. 2017-12918, Precinct 2.**

April 25, 2017

Item 13 continued - Engineering - Permits:

- M. **Approve application from PS Light Wave, Inc., to bury fiber optic cable along Williwaw Drive and under Mission Glen Drive, Permit No. 2017-13072, Precinct 2.**
- N. **Approve application from PS Light Wave, Inc., to bury fiber optic cable along Thompson Ferry Road, between Oilfield Road and Knights Court, Permit No. 2017-12908, Precinct 2.**
- O. **Approve application from PS Light Wave, Inc. to bury cable along Beechnut Street, between Lobera Drive and Soneto Drive, Permit No. 2017-13078, Precinct 2.**
- P. **Approve application from CenterPoint Energy to bury a 2-inch gas line under Beechnut Street for 18702 Beechnut Street, Permit No. 2017-12379, Precincts 2 and 3.**
- Q. **Approve application from PS Light Wave, Inc. to bury cable under Bissonnet Street, between Weldridge Drive and Wynbourn Court, Permit No. 2017-13096, Precinct 3.**
- R. **Approve application from CenterPoint Energy to bury a 2-inch gas line along Peek Road for 21922 Bellaire Boulevard, Permit No. 2017-13071, Precinct 3.**
- S. **Approve application from AT&T, Inc., to bury cable under Bellaire Boulevard for 21922 Bellaire Boulevard, Permit No. 2017-13089, Precinct 3.**
- T. **Approve application from PS Light Wave, Inc. to install one utility pole and bury cable under and along Bissonnet Street, at Hodges Bend Drive, Permit No. 2017-12900, Pct 3.**
- U. **Approve application from Crostex Construction, Inc., to install a waterline connection and new valve at 6630 Cinco Rose Drive, Permit No. 2017-12735, Pct. 3.**
- V. **Approve application from NextEra Fibernet, LLC/ Fibernet Direct Texas LLC to bury fiber optic cable along Katy-Flewellen Road, from 2713 ½ Katy-Flewellen Road to Pin Oak Road and continue north on Pin Oak Road to the Katy city limits line, Permit No. 2017-11976, Precinct 3.**
- W. **Approve application from Ryan Companies US Inc./Big Red Dog, Inc. to install one 54-inch storm sewer and one 8-inch sanitary sewer under Beechnut Street, Permit No. 2017-12969, Precincts 3 and 4.**
- X. **Approve application from 5J Services, LLC to install a driveway tie-in at 3727 ½ Harvest Corner Drive, Permit No. 2017-12551, Precinct 4.**
- Y. **Approve application from PS Light Wave, Inc., to bury cable under and along Harlem Road and under Bullhead Slough Lateral II-L-2, Permit No. 2017-11420, Precinct 4.**

April 25, 2017

Item 13 continued - Engineering - Permits:

- Z. **Approve release of Performance Bond No. 58S203651 in the amount of \$5,000.00 to Sprint Sand & Clay, LLC, for completion of work at 16204 Old Richmond Road, Permit No. 84296, Precinct 4.**
- AA. **Approve application from PS Light Wave, Inc., to install four utility poles, two along Cunningham Creek Boulevard, one along Sandhill Drive and one along Jaymar Drive, Permit No. 2017-12920, Precinct 4.**
- BB. **Approve application from PS Light Wave, Inc., to install one utility pole along Homeward Way, between Adobe Trails Drive and Pebblestone Walk, Permit No. 2017-12885, Precinct 4.**
- CC. **Approve application from Durwood Greene Construction Co., to realign cross over, install right turn lane, and install water and sewer lines in Harvest Corner Drive, Section 2, Permit No. 2017-12354, Precinct 4.**

14. ENGINEERING-DEVELOPMENT:

- A. **Accept the streets in Cambridge Falls, Section 7: Bravos Manor Lane 955.97 LF, and Cambridge Falls Drive 144.87 LF, for a total of 1,100.84 LF, and release bond #TXC606830 in the amount of \$76,708.80, Precinct 2.**
- B. **Accept the streets in Grand Mission Estates, Sec. 19: Terrazza Lake Lane 449.90 LF, Collina Landing Trail 909.50 LF, Lago Terrace Loop 193.00 LF, Lakeside Pointe Court 459.70 LF, for a total of 2,012.10 LF, and release bond #58S208002 in the amount of \$139,090.00, Pct 3.**
- C. **Approve the plat for Quail Park Replat of Reserves "E" and "F", Precinct 1.**
- D. **Approve plat for the roads within Sienna Plantation, Section 21, Precinct 1.**
- E. **Approve plat for the lots within Sienna Plantation, Section 21, Precinct 1.**
- F. **Approve plat for the roads within Sienna Plantation, Section 23, Precinct 1.**
- G. **Approve plat for the lots within Sienna Plantation, Section 23, Precinct 1.**
- H. **Approve plat for the roads within Grand Mission Estates, Sec. 5, Precinct 3.**
- I. **Approve plat for the lots within Grand Mission Estates, Sec. 5, Precinct 3.**
- J. **Approve plat for the roads within Grand Mission Estates, Sec. 7, Precinct 3.**
- K. **Approve plat for the lots within Grand Mission Estates, Sec. 7, Precinct 3.**

April 25, 2017

Item 14 continued - Engineering - Development:

- L. **Approve plat for the roads within Aliana, Section 57, Precinct 4.**
- M. **Approve plat for the lots within Aliana, Section 57, Precinct 4.**
- N. **Set public hearing for acceptance of the traffic control plan for Cambridge Falls, Section 7, Precinct 2. (Tuesday, May 23, 2017, at 1:00 p.m.)**
- O. **Set public hearing for acceptance of the traffic control plan for Williams Ranch, Section 4, Precinct 1. (Tuesday, May 23, 2017, at 1:00 p.m.)**
- P. **Set public hearing for acceptance of the traffic control plan for Grand Mission Estates, Section 19, Precinct 3. (Tuesday, May 23, 2017 at 1:00 p.m.)**
- Q. **Set public hearing for acceptance of the traffic control plan for Waterview Town Center, Section 2, Precinct 4. (Tuesday, May 23, 2017, at 1:00 p.m.)**
- R. **Set public hearing for acceptance of the traffic control plan for West Bellfort and Sam Brookins Street for the addition of "No Parking, Stopping, or Standing" signs, Precinct 4. (Tuesday, May 23, 2017, at 1:00 p.m.)**
- 15. **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. 008 in the amount of \$3,808.30 to Sustaita Architects Inc., for architectural/engineering services regarding the Fairgrounds Livestock Building;**
 - B. **Pay Application No. 6 in the amount of \$758,871.58 to Crain Group LLC for construction services regarding the Fairgrounds Livestock Building;**
 - C. **Invoice No. 17-03-022 in the amount of \$5,908.00 to Kelly R. Kaluza & Associates, Inc. for engineering and surveying services regarding the Fairgrounds Livestock Building;**
 - D. **Invoice No. 11-61735 in the amount of \$1,498.50 to QC Laboratories, Inc. for construction materials testing regarding the Justice Center Structured Parking;**
 - E. **Pay Application No.10 in the amount of \$449,912.12 to Crain Group LLC., for design/build services regarding the Justice Center Structured Parking;**
 - F. **Invoice No. 5232 in the amount of \$6,584.50, to AGCM, for Construction Management Services regarding the expansion of the Justice Center;**
 - G. **Pay Application No. 1 in the amount of \$575,137.25 to Brookstone for construction services regarding expansion of the Justice Center;**

April 25, 2017

Item 15 continued - Facilities Management & Planning:

- H. **Invoice No. 050859 in the amount of \$891.00 to Paradigm Consultants, Inc. for engineering services regarding expansion of the Justice Center;**
 - I. **Invoice No. 10042841 and Invoice No. 10042842 for an amount totaling \$11,420.66 to PGAL for architectural services regarding expansion of the Justice Center;**
 - J. **Invoice No. CNP 8038 in the amount of \$2,200.00 to CenterPoint Energy for the extension of service regarding the 5th Street Community Center;**
 - K. **Invoice No. 2017-007-002 in the amount of \$54,600.00 to STOA Architects for architectural services regarding upgrade and restoration of the Fort Bend County Jail.**
16. **FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority reviewed this item at their regular Board meeting held on April 19, 2017, and makes the following recommendation to Commissioners Court:**
- Approve Supplemental Agreement No. 2 between Fort Bend County Toll Road Authority and Geotest Engineering, Inc. for additional services in the amount of \$5,400, for a total contract amount not to exceed \$295,400 regarding Fort Bend Parkway Toll Road at SH 6 Crossing.**
17. **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 meetings held on December 21, 2016 and on April 19, 2017, and makes the following recommendations to Commissioners Court:**
- A. **Approve Supplemental Agreement No. 1 between Fort Bend Grand Parkway Toll Road Authority and Associated Testing Laboratories, Inc. to increase the scope of services for a total contract amount not to exceed \$95,000 regarding Segment C, Section C-1.**
 - B. **Approve Supplemental Agreement No. 2 to the Agreement between Fort Bend Grand Parkway Toll Road Authority and Freese and Nichols, Inc. to increase the scope of services by \$398,066.46 for a total contract amount not to exceed \$659,767.25 regarding the Brazos River Erosion Study.**
18. **HEALTH & HUMAN SERVICES:**
- A. **Clinical Health Services: Accept Department of State Health Services Contract No. 537-18-0034-00001 to receive grant funds in the amount of \$134,397 for the Tuberculosis Prevention and Control Program, with a County contribution of \$26,879 for the grant term of September 1, 2017 through August 31, 2018. (Fund: Clinical Health Services)**
 - B. **Social Services: Approve Letter of Agreement for Fort Bend County Social Services to continue participation in the Reliant Energy Retail Services, LLC CARE Program, to provide energy assistance to qualified County residents.**

April 25, 2017

Item 18 continued - Health & Human Services:

- C. **Social Services: Approve Amendment to Service Provider Agreement between the United Way of Greater Houston and Fort Bend County to extend the grant term of the Veteran Services Grant until June 30, 2017.**

19. **HUMAN RESOURCES:**

Approve request for withdrawal of 256 hours from the Shared Sick Leave Pool for employee of the Library, Position No. 6501-0038.

20. **PURCHASING:**

- A. **Approve the continued purchase of school zone lights and traffic signal components from Paradigm Traffic Systems, utilizing Buy Board Agreement 524-17 for various departments upon request from their Fiscal Year 2017 budgets.**
- B. **Approve the continued purchase of auto parts from O'Reilly Auto Parts, utilizing National Cooperative Purchasing Alliance Contract 05-13 for various departments from their 2017 budget.**
- C. **Approve the continued purchase of officer uniforms, supplies and armor from Bob Barker Company, Inc. utilizing Buy Board Contract No. 507-16 for various departments upon request from their Fiscal Year 2017 budgets.**
- D. **Authorize advertising for statements of qualification for design/build Emergency Medical Service, Squad 2 facility in Orchard.**

21. **SHERIFF'S OFFICE:**

- A. **Approve Modification Document No. M-17-D79-O-000129 to accept additional funds from the U.S. Department of Justice in the amount of \$2,000 for a total of \$9,000 for Joint Law Enforcement Operations Task Force Overtime for the term ending September 30, 2017.**
- B. **Approve Modification Number 6 to FY 2016 Award No. G16HN0010A for the County to receive supplemental funds in the amount of \$20,000 from the Executive Office of the President for the High Intensity Drug Trafficking Area (HIDTA) program, for a total award of \$1,149,038.24 for grant period ending December 31, 2017.**

April 25, 2017

22. **TAX ASSESSOR/COLLECTOR:**

- A. **Record into Minutes the disposal of miscellaneous Tax Office documentation dated November 3, 2016 through December 2, 2016 which has been scanned and is described as Box No. 1827 through 1835 in accordance with the State Archive Retention Schedule of Destruction for the Office of Patsy Schultz.**
- B. **Record into Minutes the Summary Monthly Report of Property Taxes collected in March 2017 as submitted by the Office of Patsy Schultz, Tax Assessor/Collector.**
- C. **Approve refunds over \$500 detailed in Tax Assessor/Collector's Report submitted on April 18, 2017, for an amount totaling \$134,028.11 for the Office of Patsy Schultz.**

23. **TREASURER:**

- A. **Approve Monthly Report submitted by County Treasurer for February 2017, and authorize advertisement of Affidavit of the same, in accordance with Local Government Code Section 114.026.**
- B. **Approve Monthly Report submitted by County Treasurer for March 2017, and authorize Advertisement of affidavit of the same, in accordance with Local Government Code Section 114.026.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Consent Agenda
Items 6 - 23.

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

24. **COUNTY JUDGE:**

- A. **Take all appropriate action on Order approving and authorizing publication of a Notice of Intention to issue Certificates of Obligation for an amount not to exceed \$20,000,000 for the construction of a library and two community centers in Mission Bend and Four Corners.**

Pulled.

April 25, 2017

Item 24 continued - County Judge:

- B. **Take all appropriate action to rescind action on Agenda Item 27D on January 3, 2017, and approve Tax Abatement Agreement between Fort Bend County, Orbit Properties, LLC, and TexPharma, LLC.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to rescind action on Agenda Item 27D on January 3, 2017, and approve Tax Abatement Agreement between Fort Bend County, Orbit Properties, LLC, and TexPharma, LLC.

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

25. **COMMISSIONER, PCT. 1:**

Take all appropriate action on request to temporarily block street access around 507 South Fourth Street, Richmond, Texas, on Saturday, June 17, 2017, from 4:00 p.m. until 5:00 p.m., as detailed on the Special Event Permit Application filed with the City of Richmond by Sacred Heart Catholic Church.

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to temporarily block street access around 507 South Fourth Street, Richmond, Texas, on Saturday, June 17, 2017, from 4:00 p.m. until 5:00 p.m., as detailed on the Special Event Permit Application filed with the City of Richmond by Sacred Heart Catholic Church.

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

The City is approving this street to be temporarily closed and would also like the County to agree.

Michelle Rangel, Chief General Counsel stated the organization is required to get approval from the owner of the street to be granted permission through the City. It's the City approving or not approving; but having the County's approval is part of documentation.

April 25, 2017

26. BEHAVIORAL HEALTH SERVICES:

- A. Take all appropriate action on request to create a new position, Case Manager Specialist, Grade 9 of the Administrative Clerical Policy Group, in the Behavioral Health Services Department, effective April 25, 2017. (Fund: 1115 Waiver)**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to create a new position, Case Manager Specialist, Grade 9 of the Administrative Clerical Policy Group, in the Behavioral Health Services Department, effective April 25, 2017. (Fund: 1115 Waiver)

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

27. CONSTABLE, PCT. 2:

Take all appropriate action on lease agreement between Fort Bend County and Willowridge Commons for lease space located at 7133 West Fuqua, Missouri City. (Fund: Constable, Pct. 2)

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve the County Attorney to prepare a letter for the County to terminate the lease agreement with Willowridge Commons or its successors and authorize County Judge to sign the letter.

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

Moved by Commissioner Prestage, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to amend previous motion and authorize the County Auditor to pay the final payment on the lease, in the amount of \$11,300, as part of the agreement.

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

April 25, 2017

28. COUNTY ATTORNEY:

- A. **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 Crabb River Road /FM 762 - FM 2759, Mobility Bond Project No. X28, Precinct 1.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve 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 Crabb River Road /FM 762 - FM 2759, Mobility Bond Project No. X28, Precinct 1.

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

MOTION PASSES

- B. **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 Greenbusch Road Mobility Bond Project No. 13312, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve 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 Greenbusch Road Mobility Bond Project No. 13312, Precinct 3.

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

MOTION PASSES

April 25, 2017

29. ENGINEERING:

- A. **Take all appropriate action on request for variance to the 10 foot landscape reserve requirement along major thoroughfares as stated in Section 7.3.A.1 of the Fort Bend County Regulations of Subdivisions to allow a 3.09-foot landscape reserve for Avalon at Sienna Plantation, Section 7, on behalf of Sienna 325, L.P., Taylor Morrison of Texas, Inc. and Sienna Plantation LID, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve variance to the 10 foot landscape reserve requirement along major thoroughfares as stated in Section 7.3.A.1 of the Fort Bend County Regulations of Subdivisions to allow a 3.09-foot landscape reserve for Avalon at Sienna Plantation, Section 7, on behalf of Sienna 325, L.P., Taylor Morrison of Texas, Inc. and Sienna Plantation LID, Precinct 2.

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

- B. **Take all appropriate action on plat for the roads within Avalon at Sienna Plantation, Section 7, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve plat for the roads within Avalon at Sienna Plantation, Section 7, Precinct 2.

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

- C. **Take all appropriate action on plat for the lots within Avalon at Sienna Plantation, Section 7, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve plat for the lots within Avalon at Sienna Plantation, Section 7, Precinct 2.

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

April 25, 2017

Item 29 continued - Engineering:

- D. Take all appropriate action on request for variance to the block length requirement as stated in Section 5.6.D of the Fort Bend County Regulations of Subdivisions, for Harvest Green, Sec.15, on behalf of Grand Parkway 1358, LP, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve variance to the block length requirement as stated in Section 5.6.D of the Fort Bend County Regulations of Subdivisions, for Harvest Green, Sec.15, on behalf of Grand Parkway 1358, LP, Precinct 4.

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

- E. Take all appropriate action on plat for the roads within Harvest Green, Sec. 15, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve plat for the roads within Harvest Green, Sec. 15, Precinct 4.

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

- F. Take all appropriate action on plat for the lots within Harvest Green, Sec. 15, Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve plat for the lots within Harvest Green, Sec. 15, Precinct 4.

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

April 25, 2017

Item 29 continued - Engineering:

- G. 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 2759 (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 2759 (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

- H. Take all appropriate action on BNSF Railway Company Release and Settlement Agreement between BNSF Railway Company and Fort Bend County regarding release of BNSF from liability and other demands arising from claims made during repairs required after the derailment at or near Steep Bank Trace, in the Sienna Plantation development, Precinct 2.**

Moved by Commissioner Prestage, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve BNSF Railway Company Release and Settlement Agreement between BNSF Railway Company and Fort Bend County regarding release of BNSF from liability and other demands arising from claims made during repairs required after the derailment at or near Steep Bank Trace, in the Sienna Plantation development, Precinct 2.

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

April 25, 2017

Item 29 continued - Engineering:

- I. Take all appropriate action on Interlocal Agreement between Fort Bend County and Cinco Municipal Utility District No. 12 regarding installation and maintenance of Solar Powered Speed Awareness Signs, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement between Fort Bend County and Cinco Municipal Utility District No. 12 regarding installation and maintenance of Solar Powered Speed Awareness Signs, Precinct 3.

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

- J. Take all appropriate action on acceptance of Easement from Woodbridge Property Owners Association, Inc. described as an area of 0.0251 acres for placement of traffic signal equipment on West Bellfort Boulevard and Burney Road, and record same into Official Public Records, Precincts 3 and 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to accept Easement from Woodbridge Property Owners Association, Inc. described as an area of 0.0251 acres for placement of traffic signal equipment on West Bellfort Boulevard and Burney Road, and record same into Official Public Records, Precincts 3 and 4.

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

April 25, 2017

Item 29 continued - Engineering:

- K. **Take all appropriate action on acceptance of a certain 1.427 acre tract of land conveyed by Donation Deed from Fulshear Real Estate Partners, LP, to Fort Bend County, Texas regarding FM 1093/Westpark Extension Parcel 402 and; record same in Official Public Records; Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to accept a certain 1.427 acre tract of land conveyed by Donation Deed from Fulshear Real Estate Partners, LP, to Fort Bend County, Texas regarding FM 1093/Westpark Extension Parcel 402 and; record same in Official Public Records; Precinct 3.

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

- L. **Take all appropriate action on request for authorization to purchase Parcel 425 of FM 1093/Westpark Extension in the amount of \$66,819 plus necessary costs and authorize County Judge to sign all necessary closing documents, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve request for authorization to purchase Parcel 425 of FM 1093/Westpark Extension in the amount of \$66,819 plus necessary costs and authorize County Judge to sign all necessary closing documents, Precinct 3.
(Fund: Toll Road Revenue Bonds, Series 2016)

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

April 25, 2017

Item 29 continued - Engineering:

- M. **Take all appropriate action on acceptance of a certain 0.0597 acre tract of land conveyed by Donation Deed from Riverstone Home Owners Association, Inc., to Fort Bend County, Texas regarding University Boulevard at Oilfield Road and; record same in Official Public Records; Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to accept a certain 0.0597 acre tract of land conveyed by Donation Deed from Riverstone Home Owners Association, Inc., to Fort Bend County, Texas regarding University Boulevard at Oilfield Road and; record same in Official Public Records; Precinct 4.

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

- N. **Take all appropriate action on acceptance of a certain 0.0319 acre tract of land conveyed by Donation Deed from Sugar Land Ranch Development II, Corp., to Fort Bend County, Texas regarding University Boulevard at LJ Parkway and; record same in Official Public Records; Precinct 4.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to accept a certain 0.0319 acre tract of land conveyed by Donation Deed from Sugar Land Ranch Development II, Corp., to Fort Bend County, Texas regarding University Boulevard at LJ Parkway and; record same in Official Public Records; Precinct 4.

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

April 25, 2017

30. **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 April 19, 2017, and makes the following recommendations to Commissioners Court:**

- A. **Take all appropriate action on the Amended and Restated Order Establishing a Toll Rate Schedule for Fort Bend Grand Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on the Road After Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of this Order; Containing Other Provisions Relating to the Subject.**

Moved by Commissioner Patterson, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve the Amended and Restated Order Establishing a Toll Rate Schedule for Fort Bend Grand Parkway Toll Road; Prohibiting the Operation of a Motor Vehicle on the Road After Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of this Order; Containing Other Provisions Relating to the Subject.

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

- B. **Take all appropriate action on the Joint Project Agreement between Fort Bend County and Fort Bend Grand Parkway Toll Road Authority regarding Harlem Road intersection improvements and related construction.**

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve the Joint Project Agreement between Fort Bend County and Fort Bend Grand Parkway Toll Road Authority regarding Harlem Road intersection improvements and related construction.

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

April 25, 2017

31. **FORT BEND COUNTY TOLL ROAD AUTHORITY: The Board of Directors of the Fort Bend County Toll Road Authority reviewed this item at their regular Board meeting held on April 19, 2017, and makes the following recommendation to Commissioners Court:**

Take all appropriate action on the Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend County Toll Road System.; Prohibiting the Operation of a Motor Vehicle on the Road After Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of this Order; Containing Other Provisions Relating to the Subject.

Moved by Commissioner Patterson, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve the Amended and Restated Order Establishing a Toll Rate Schedule for the Fort Bend County Toll Road System.; Prohibiting the Operation of a Motor Vehicle on the Road After Failure to Pay Required Toll or Charge; Establishing an Administrative Adjudication Hearing Procedure for Violation of this Order; Containing Other Provisions Relating to the Subject.

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

32. **INFORMATION TECHNOLOGY:**

Take all appropriate action on request to transfer the amount of \$10,613 from Non-Departmental Contingency into Information Technology to allocate funds for the purchase of additional Adobe Pro and Lead Tool software licenses for the Office of County Clerk.

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to transfer the amount of \$10,613 from Non-Departmental Contingency into Information Technology to allocate funds for the purchase of additional Adobe Pro and Lead Tool software licenses for the Office of County Clerk.

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

April 25, 2017

33. OFFICE OF EMERGENCY MANAGEMENT:

Take all appropriate action on submission of the Grant Application and Resolution to the State of Texas, Office of the Governor, for Homeland Security Grant funding totaling \$2,793,490.35 for programs described within the application, with no cash match required by the County for the grant term of September 1, 2017 through August 31, 2019.

Moved by Commissioner Morales, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve submission of the Grant Application and Resolution to the State of Texas, Office of the Governor, for Homeland Security Grant funding totaling \$2,793,490.35 for programs described within the application, with no cash match required by the County for the grant term of September 1, 2017 through August 31, 2019.

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

34. PURCHASING:

A. Take all appropriate action on SOQ 17-061 for engineering services for City of Kendleton water project for Community Development.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to negotiate on SOQ 17-061 for engineering services for City of Kendleton water project for Community Development with Amani Engineering.

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

April 25, 2017

Item 34 continued - Purchasing:**B. Take all appropriate action on Primary Agreement for Contingency Debris Removal between Fort Bend County and AshBritt, Inc., pursuant to RFP 17-045.**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Primary Agreement for Contingency Debris Removal between Fort Bend County and AshBritt, Inc., pursuant to RFP 17-045.

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

C. Take all appropriate action on Secondary Agreement for Contingency Debris Removal between Fort Bend County and Crowder Gulf, LLC, pursuant to RFP 17-045.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Secondary Agreement for Contingency Debris Removal between Fort Bend County and Crowder Gulf, LLC, pursuant to RFP 17-045.

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

D. Take all appropriate action on Tertiary Agreement for Contingency Debris Removal between Fort Bend County and TFR Enterprises, Inc., pursuant to RFP 17-045.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Tertiary Agreement for Contingency Debris Removal between Fort Bend County and TFR Enterprises, Inc., pursuant to RFP 17-045.

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

April 25, 2017

Item 34 continued - Purchasing:

- E. **Take all appropriate action on request to purchase an ambulance remount and refurbish from Frazer, Ltd. for an amount not to exceed \$69,425 utilizing Buy Board Contract 492-15. (Fund: Emergency Medical Service)**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to purchase an ambulance remount and refurbish from Frazer, Ltd. for an amount not to exceed \$69,425 utilizing Buy Board Contract 492-15. (Fund: Emergency Medical Service)

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

- F. **Take all appropriate action on Second Amendment to Agreement between Fort Bend County and Morganti Texas, Inc. regarding the Justice Center Phase II Shell Buildout, pursuant to RFP 16-064, for change in services in an amount not to exceed \$51,979; total contract amount not to exceed \$2,631,550. (Fund: 2015 Facilities Bond, Proposition 4)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to Agreement between Fort Bend County and Morganti Texas, Inc. regarding the Justice Center Phase II Shell Buildout, pursuant to RFP 16-064, for change in services in an amount not to exceed \$51,979; total contract amount not to exceed \$2,631,550. (Fund: 2015 Facilities Bond, Proposition 4)

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

April 25, 2017

Item 34 continued - Purchasing:

- G. **Take all appropriate action on request to purchase 3D laser scanner, software and accessories from FARO Technologies for an amount not to exceed \$59,921.40 utilizing General Services Administration Contract GS-24F-0044M. (Fund: Sheriff's Office)**

Moved by Commissioner Patterson, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to purchase 3D laser scanner, software and accessories from FARO Technologies for an amount not to exceed \$59,921.40 utilizing General Services Administration Contract GS-24F-0044M. (Fund: Sheriff's Office)

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

This item is to purchase a scanner, with a small portion being software. The funding will come from the Sheriff's Office Fund and not Information Technology Fund.

- H. **Take all appropriate action on Agreement for Professional Engineering Services between Fort Bend County and Austin-Reed Engineers, Inc., in an amount not to exceed \$116,972 pursuant to SOQ 14-025, regarding professional construction material testing services for Bellaire Boulevard, Mobility Bond Project No. 13202, 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 Agreement for Professional Engineering Services between Fort Bend County and Austin-Reed Engineers, Inc., in an amount not to exceed \$116,972 pursuant to SOQ 14-025, regarding professional construction material testing services for Bellaire Boulevard, Mobility Bond Project No. 13202, Precinct 2. (Fund: 2013 Mobility Bonds)

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

April 25, 2017

Item 34 continued - Purchasing:

- I. **Take all appropriate action on Agreement for Construction Management Services between Fort Bend County and Othon, Inc. for an amount not to exceed \$692,000 pursuant to SOQ 14-025 regarding 2013 Mobility Projects within Precincts 2 and 4. (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 Construction Management Services between Fort Bend County and Othon, Inc. for an amount not to exceed \$692,000 pursuant to SOQ 14-025 regarding 2013 Mobility Projects within Precincts 2 and 4. (Fund: 2013 Mobility Bonds)

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

- J. **Take all appropriate action on Sixth Amendment to Agreement for Engineering Services between Fort Bend County and Klotz Associates, Inc. for an additional amount of \$500,000; total contract amount not to exceed \$2,168,269.36 for project management services regarding 2007 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2007 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Sixth Amendment to Agreement for Engineering Services between Fort Bend County and Klotz Associates, Inc. for an additional amount of \$500,000; total contract amount not to exceed \$2,168,269.36 for project management services regarding 2007 Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2007 Mobility Bonds)

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

April 25, 2017

Item 34 continued - Purchasing:

- K. **Take all appropriate action on Change Order 3 between Fort Bend County and ISI Contracting, Inc., to decrease the scope of services by \$46,759.53 for a total contract amount not to exceed \$1,628,376.33 pursuant to Bid No. 16-030, regarding Congestion Mitigation, Project No. X23, Precinct 3. (Fund: Harris-Fort Bend Emergency Services District 100)**

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve Change Order 3 between Fort Bend County and ISI Contracting, Inc., to decrease the scope of services by \$46,759.53 for a total contract amount not to exceed \$1,628,376.33 pursuant to Bid No. 16-030, regarding Congestion Mitigation, Project No. X23, Precinct 3. (Fund: Harris-Fort Bend Emergency Services District 100)

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

35. **SHERIFF'S OFFICE:**

Take all appropriate action on request for Towing Fee Study.

Moved by Commissioner Meyers, Seconded by Commissioner Patterson
Duly put and unanimously carried (5-0), it is ordered to approve request for Towing Fee Study.

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 \$11,809,736.82.

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

April 25, 2017

37. Ratify the release of time-sensitive disbursements by County Auditor on April 20, 2017.

Moved by Commissioner Prestage, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to ratify the release of time-sensitive disbursements by County Auditor on April 20, 2017 in the amount of \$1,892,438.57.

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

Recess:

Recessed at 1:29 p.m.

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

§ 551.071. Consultation With Attorney. Commissioners Court will meet in Closed Session to seek the advice of its attorney about pending or contemplated litigation; a settlement offer; or on a matter in which the duty of the attorney to Commissioners Court under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.

Boundaries of Fort Bend County Assistance District No. 2 and proposed Fort Bend County Assistance District No. 11.

Closed Session:

Convened at 1:45 p.m.
Adjourned at 2:48 p.m.

Reconvene:

Reconvened at 2:52 p.m.

April 25, 2017

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

§ 551.071. Consultation With Attorney.

Boundaries of Fort Bend County Assistance District No. 2 and proposed Fort Bend County Assistance District No. 11.

Moved by Commissioner Patterson, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to de-annex a portion of CAD 2 at the Northwest corner of CAD 2.

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

Moved by Commissioner Meyers, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve the amended Order calling for the creation of Fort Bend County Assistance District No. 11.

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

40. **Adjournment.**

Commissioners Court adjourned at 2:53 p.m. on Tuesday, April 25, 2017.

I attest to the accuracy of the foregoing minutes.



Laura Richard

Laura Richard, County Clerk, Fort Bend County, Texas