

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF FORTBEND   §

KNOW ALL MEN BY THESE PRESENTS:

**AMENDMENT TO INTERLOCAL AGREEMENTS  
FOR KIRKWOOD AND WEST AIRPORT IMPROVEMENTS**

This Amendment to the Interlocal Agreements (the "Amendment"), authorized by the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, is made by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (the "County") and the City of Meadows Place, Texas, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (the "City").

**RECITALS**

WHEREAS, the County and the City entered into an Interlocal Agreement on July 7, 2009 for road reconstruction with the addition of turn lanes for Kirkwood Road identified as Kirkwood Project No. 760, (the "Kirkwood Agreement"), attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the County and the City entered into an Interlocal Agreement on July 7, 2009 for the street or road improvements, intersection improvements and signalization enhancements for West Airport from US 59 to Kirkwood Road identified as West Airport Project No. 706, (the "West Airport Agreement"), attached hereto as Exhibit "B" and incorporated herein for all purposes; and

WHEREAS, the County and the City now desire to amend the agreements to re-allocate the refunding payments due to the County by the City and the County's additional funding under the West Airport Agreement to complete the Kirkwood Project No. 760 (the "Kirkwood Project") as described herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, the Agreement is hereby amended as follows:

1. The funds remaining and/or savings from the West Airport Project No. 706 (the "West Airport Project") in the amount of \$212,297.30, due for refunding to the County pursuant to Section III. (G) of the West Airport Agreement shall be re-allocated to the Kirkwood Project.
2. The County agrees to contribute its additional funding originally allocated to the West Airport Project in the amount of \$1,270,705.34 to the Kirkwood Project.
3. The County remains committed to fulfill its initial financial obligation under Section II. (A) of the Kirkwood Agreement to pay the City \$1,500,000 for the construction of the Kirkwood Project.

4. The County's total maximum financial obligation to provide funding under the Kirkwood Agreement is hereby increased to an amount not to exceed \$2,983,002.64 allocated as follows:

- A. \$212,297.30 – re-allocation of refunding as described in Section 1;
- B. \$1,270,705.34 – re-allocation of additional funding as described in Section 2; and
- C. \$1,500,000.00 – initial commitment as described in Section 3.

5. All references to the \$1,500,000 limit of appropriation in Section IV. of the Kirkwood Agreement are hereby replaced with \$2,983,002.64.

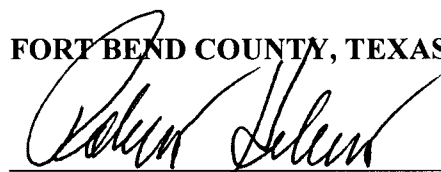
6. In no case shall the total amount payable by the County to the City under the Kirkwood Agreement and the West Airport Agreement combined, exceed \$3,885,000.00 without further written amendment executed by the City and the County.

7. Except as provided herein, all terms and conditions of the Kirkwood Agreement and the West Airport Agreement shall remain unchanged.

This Amendment has been executed by the City and County upon and by the authority of their respective governing bodies. This Amendment is not effective until executed by the County.

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**FORT BEND COUNTY, TEXAS**



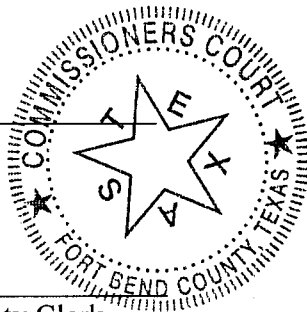
Robert Hebert, County Judge

Date 10-2-2018

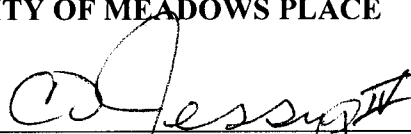
ATTEST:



Laura Richard, Fort Bend County Clerk



**CITY OF MEADOWS PLACE**



Charles D. Jessup, IV, Mayor

Date: 9-18-2018

ATTEST:

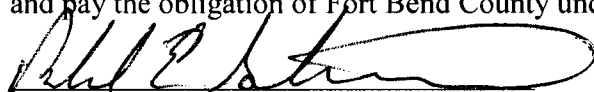


Courtney Ruthford, City Secretary



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 3,885,000 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.



Robert Ed Sturdivant,  
Fort Bend County Auditor

# EXHIBIT A

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT**  
**FOR KIRKWOOD ROAD IMPROVEMENTS**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (hereinafter referred to as "County") and the City of Meadows Place, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (hereinafter referred to as "City.")

**RECITALS**

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or federal government; and

WHEREAS, the project contemplated in this Agreement is the road reconstruction with the addition of turn lanes for Kirkwood Road (the "Project"); and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**I.**  
**INCORPORATION OF RECITALS**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

**II.**  
**COUNTY RIGHTS AND OBLIGATIONS**

- A. County's sole obligation is to provide the funding to City as specified in this Section. Upon written request for payment from City and subject to Section II.C. below, County agrees to pay City \$1,500,000 for construction of the Project.
- B. County is not obligated to expend any further funds on the Project.
- C. County will forward the amount as detailed in paragraph II.A. above upon completion of the final design of the Project. City will forward to the County a request for payment that includes sufficient detail for County to determine whether the final Project design has been completed. County will forward payment to City within 30 days of receipt of the request and approval of design from City.
- D. Upon completion of the Project, but not later than 30 days after completion, City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Project as constructed.

**III.**  
**CITY OBLIGATIONS**

- A. City is responsible for managing the design and overseeing the construction and completion of the Project in accordance with the Advanced Funding Agreement with the Texas Department of Transportation, if any, and all other applicable state and federal laws.
- B. Any funding required for the Project in excess of the amount of County's contribution as set forth in Section II shall be the sole responsibility of the City.
- C. In the event City determines the Project lacks feasibility or for any other reason elects to forego its construction, City shall refund all amounts provided by County upon thirty (30) days written notice to City.
- D. City shall submit quarterly reports to County describing in sufficient detail the progress of the Projects.

- E. City will submit the plans for the Project to the County Engineer for review in accordance with the 2007 General Obligation Bond requirements for the Project. During the work on the Project, County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Projects and may inspect the work in progress, provided that it does not interfere with the work.
- F. Upon completion of the Project, but no later than 30 days after, the City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Projects as constructed.
- G. If, after completion of the Project and the City's receipt of the funds as stated in Section II, there are funds remaining and/or savings for the Project, such funds shall be refunded to the County within thirty (30) days from the date the full accounting provided to the County as required in Section III(F) above.

#### **IV. USE OF COUNTY RIGHT-OF-WAY**

County authorizes City to use County-owned right-of-way, if any, upon which the Project is to be constructed and County-owned right-of-way, if any, immediately adjacent to the same for the purpose of constructing the Project.

#### **V. MAINTENANCE**

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

#### **VI. LIMIT OF APPROPRIATION**

A. Prior to the execution of this Agreement, City has been advised by County, and City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the amount \$1,500,000 specifically allocated to fully discharge any and all liabilities that may be incurred by County for the Project.

B. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that City may become entitled to hereunder and the total maximum amount that County will provide to City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount \$1,500,000.

#### **VII. ASSIGNMENT**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**VIII.**  
**NO THIRD PARTY BENEFICIARIES**

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

**IX.**  
**NOTICES**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

City of Meadows Place  
1 Troyan Drive  
Meadows Place, TX 77477  
(281) 983-2950  
(281) 983-2940  
Attention: Mayor Jessup

Fort Bend County  
1124-52 Blume Road  
P.O. Box 1449  
Rosenberg, Texas 77471  
(281) 342-3039  
(281) 342-7366 fax  
Attention: D. Jesse Hegemier

**X.**  
**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.


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**XI.**  
**EXECUTION**

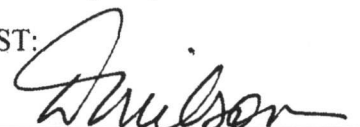
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**FORT BEND COUNTY, TEXAS**

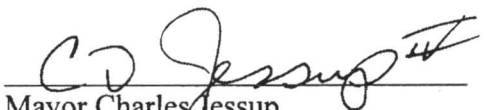
  
Robert Hebert, Fort Bend County Judge

Date July 7, 2009

ATTEST:

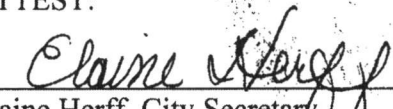
  
Dianne Wilson, Fort Bend County Clerk

**CITY OF MEADOWS PLACE**

  
Mayor Charles Jessup

Date: 6-23-2009

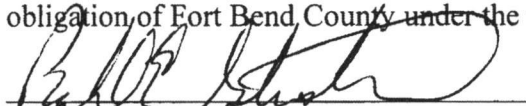
ATTEST:

  
Elaine Herff, City Secretary

I:MER/Interlocals/Meadows Place.West Airport.3791-706(06182009)

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$1,500,000 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

  
Robert Ed Sturdivant,  
Fort Bend County Auditor

# EXHIBIT B

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF FORT BEND   §

KNOW ALL MEN BY THESE PRESENTS:

**INTERLOCAL AGREEMENT**  
**FOR WEST AIRPORT IMPROVEMENTS**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (hereinafter referred to as "County") and the City of Meadows Place, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (hereinafter referred to as "City.")

**RECITALS**

WHEREAS, in 2007 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities ("Mobility Projects") that are funded in part by the State or federal government; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements, intersection improvements and signalization enhancements for West Airport from US 59 to Kirkwood (the Project); and

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

**I.**  
**INCORPORATION OF RECITALS**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

**II.**  
**COUNTY RIGHTS AND OBLIGATIONS**

A. County's sole obligation is to provide the funding to City as specified in this Section. Upon written request for payment from City and subject to Section II.C. below, County agrees to pay City an amount equal to the *lesser* of the following:

- (1) Seventy-Two (72%) of the total Project cost; or**
- (2) \$2,385,000**

B. County is not obligated to expend any further funds on the Project.

C. County will forward the lesser amount as detailed in paragraph II.A. above upon completion of the final design of the Project. City will forward to the County a request for payment that includes sufficient detail for County to determine whether the final Project design has been completed. County will forward payment to City within 30 days of receipt of the request and approval of design from City.

D. Upon completion of the Project, but not later than 30 days after completion, City will furnish the County with a full accounting of the funds expended on the Project and a set of record drawings showing the Project as constructed.

**III.**  
**CITY OBLIGATIONS**

A. City is responsible for managing the design and overseeing the construction and completion of the Project in accordance with the Advanced Funding Agreement with the Texas Department of Transportation, if any, and all other applicable state and federal laws.

B. Any funding required for the Project in excess of the amount of County's contribution as set forth in Section II shall be the sole responsibility of the City.

C. In the event City determines the Project lacks feasibility or for any other reason elects to forego its construction, City shall refund all amounts provided by County upon thirty (30) days written notice to City.

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#### IV. USE OF COUNTY RIGHT-OF-WAY

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#### V. MAINTENANCE

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

#### VI. LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, City has been advised by County, and City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the amount of Seventy-Two Percent (72%) of the total Project cost or \$2,385,000, **WHICHEVER AMOUNT IS LESS**, specifically allocated to fully discharge any and all liabilities that may be incurred by County for the Project.

B. City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that City may become entitled to hereunder and the total maximum amount that County will provide to City hereunder will not under any condition, circumstance or interpretation hereof exceed the amount of Seventy-Two Percent (72%) of the total Project cost or \$2,385,000, **WHICHEVER AMOUNT IS LESS**.

**VII.**  
**ASSIGNMENT**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**VIII.**  
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Meadows Place, TX 77477  
(281) 983-2950  
(281) 983-2940  
Attention: Mayor Jessup

Fort Bend County  
1124-52 Blume Road  
P.O. Box 1449  
Rosenberg, Texas 77471  
(281) 342-3039  
(281) 342-7366 fax  
Attention: D. Jesse Hegemier

**X.**  
**ENTIRE AGREEMENT**

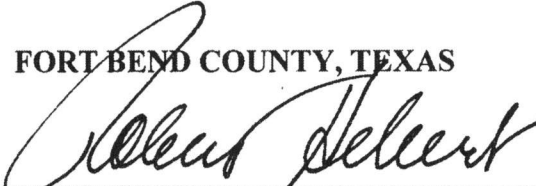
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**XI.**  
**EXECUTION**


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**FORT BEND COUNTY, TEXAS**

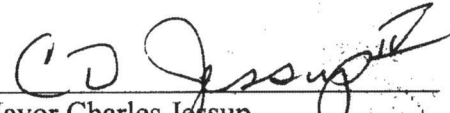
  
Robert Hebert, Fort Bend County Judge

Date July 7, 2009

ATTEST:

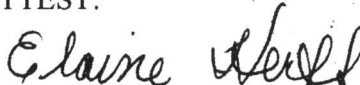
  
Dianne Wilson, Fort Bend County Clerk

**CITY OF MEADOWS PLACE**

  
Mayor Charles Jessup

Date: 6-29-2009

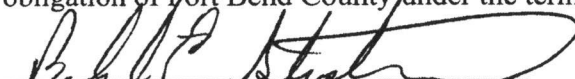
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Fort Bend County Auditor