

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
District Discretionary Project
On-System**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Fort Bend County**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement generally described as (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **September 3, 2019**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project, (Attachment B) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

AGREEMENT

1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 12
4.	State	Construction Responsibilities	Article 13
5.	Local Government	Right of Way and Real Property	Article 15

2. Period of the Agreement

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.

3. Scope of Work

The construction of a soundwall along FM 2759, from Sansbury Boulevard to Middle Bayou, adjacent to Canyon Gate Subdivision as shown on Attachment "B".

4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$1,111,333** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. 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 and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, 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 continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, 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.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

- design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction 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-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

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 the State may refuse to reimburse the Local Government for those costs.

- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party.
- P. 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.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

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;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. 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 amendment.

7. Remedies

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

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system,

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of the soundwall after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, 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 calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Fort Bend County ATTN: County Judge 401 Jackson Street Richmond, Texas 77469 With a copy to: Fort Bend County ATTN: County Engineer 301 Jackson Street Richmond, Texas 77469	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

All notices shall be deemed given on the date delivered in person 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 carried out by the other party.

18. 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, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. 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.

20. 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.

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 Agreement's subject matter.

23. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement 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 the Local Government and their duly authorized representatives shall have access to all the governmental records

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

25. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

26. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

27. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

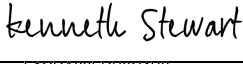
28. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

DocuSigned by:

F1CDA80FDB8C4B6...
 Signature

DocuSigned by:

E546587DD2BD433...
 Signature

Kenneth Stewart
 Typed or Printed Name

KP George
 Typed or Printed Name

Director of Contract Services
 Typed or Printed Title

County Judge
 Typed or Printed Title

10/7/2019

10/3/2019

Date

Date

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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

I, Laura Richard, duly elected County Clerk and Clerk of Court, Fort Bend County, Texas do hereby submit the Official Minutes of Commissioners Court held on the 3rd day of September, 2019.



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 10th day of September, 2019.



KP GEORGE, COUNTY JUDGE

September 3, 2019

MINUTES

BE IT REMEMBERED, That on this 3RD DAY of SEPTEMBER, 2019, Commissioners Court of Fort Bend County, Texas, met at a regular meeting with the following present:

KP GEORGE	COUNTY JUDGE
VINCENT MORALES	COMMISSIONER PRECINCT 1
GRADY PRESTAGE	COMMISSIONER PRECINCT 2
ANDY MEYERS	COMMISSIONER PRECINCT 3
KEN R. DEMERCHANT	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 KP George 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 August 27, 2019 and public hearing held on August 28, 2019.

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 August 27, 2019 and public hearing held on August 28, 2019.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

4. Public Comments regarding the Agenda and Announcements.

No public comments.

Judge George welcomed a new employee to his office, Olga Payero, Executive Assistant and an intern, Victor Williams, who attends The University of Houston with a major in Philosophy and a minor in Political Science.

The proposed Budget for FY2020 was filed today with the County Clerk's office.

Judge George extended his sympathy and prayers to all affected by Hurricane Dorian. There has been a lot of damage and loss of life due to this Hurricane in the Bahamas with the potential of still making landfall in Florida and southeastern part of the U.S. He encourages everyone to stay prepared during this Hurricane season.

Mark Flathouse, Fire Marshal, will give more information about the Burn Ban at the next meeting and may recommend the Ban be retracted.

Commissioner DeMerchant, encouraged everyone, especially those living in a levee improvement district, go to his website and click on the FEMA Risk Rating 2.0 and sign the petition. The petition is to let our senators and congressman know there are levees that protect residents who pay taxes to these districts and extra insurance should not have to be paid. Commissioner DeMerchant also thanked Clara Russell for having the County voter registration pilot program at the First Colony Branch Library and the University Branch Library. To make voter registration easier, First Colony will have this program every month the first Tuesday and Saturday from 10 a.m. - 2 p.m. and the University Branch Library will have it on Wednesday and Saturday, 10 a.m. - 4:00 p.m.

5. PUBLIC HEARINGS: 1:06 p.m.

A. Conduct a public hearing on the proposal to increase the 2019 Tax Rate for Fort Bend County.

Public hearing held. No public comments.

B. PUBLIC HEARING: 1:07 p.m.

Engineering: Conduct public hearings and take all appropriate action on the following matters:

Public hearing held. No public comments.

- 1. Acceptance of the traffic control plan for Bonbrook Plantation North, Section 13, Section 14, and Bonbrook Plantation South, Section 10, Precinct 1.**
- 2. Acceptance of the traffic control plan for Hamlink Road, Precinct 1.**
- 3. Acceptance of the traffic control plan for Fairpark Village, Section 9, Precinct 1.**
- 4. Acceptance of the traffic control plan for Sunrise Meadow Drive within Sunrise Meadow Sections 4 and 5, Precinct 1.**
- 5. Acceptance of the traffic control plan for Walnut Creek Section 25, Precinct 1.**

September 3, 2019

Item 5 continued - Public Hearings:

- 6. **Acceptance of the traffic control plan for Bellaire Boulevard Street Dedication Section 1, within Lakeview Retreat Subdivision, Precinct 2.**
- 7. **Acceptance of the traffic control plan for Tamarron, Section 26, Precinct 3.**
- 8. **Acceptance of the traffic control plan for Mirandola Lane Street Dedication and Reserves, within Sendero Subdivision, Precinct 3.**
- 9. **Acceptance of the traffic control plan for Heritage Bluff Drive and Trinity Woods Crossing within Westheimer Lakes Subdivision, Precinct 3.**
- 10. **Acceptance of the traffic control plan for River Glade Lane within Pecan Ridge at Riverstone, Precinct 4.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Agenda Items 5B1 - 5B10.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

CONSENT AGENDA ITEMS 6 - 16:

6. AUDITOR:

Approve renewal of Interlocal Agreement between Fort Bend County and Texas Department of Family and Protective Services (DFPS) for continued funding of DFPS staff regarding Contract No. 530-08-0194-00001 in the amount of \$68,196 effective through September 30, 2020.

7. BUDGET & FINANCE:

Approve the Quarterly County Investment Reports for the Second and Third Quarter of Fiscal Year 2019 in accordance with Texas Government Code §2256.023.

8. BUDGET TRANSFERS:

- A. **Auditor: Approve transfer in the amount of \$1,210 from Fees into Information Technology to allocate funds for the purchase of laptop computer.**
- B. **Auditor: Approve transfer in the amount of \$177,995 as detailed on Auditor's form dated August 28, 2019 to allocate funds for debt service payments regarding the Jail Efficiency Project.**
- C. **Health & Human Services: Approve transfer in the amount of \$2,500 from Travel and Training into Information Technology to allocate funds for the purchase of computer related supplies and equipment.**

September 3, 2019

Item 8 continued - Budget Transfers:

- D. **Library: Approve transfer in the amount of \$2,550 from Information Technology into Fees and Services to allocate funds into correct account for fees through September 30, 2019.**

9. CONSTABLE, PCT. 4:

Approve renewal of Interlocal Agreement for Additional Law Enforcement Services between Fort Bend County and Fort Bend County Municipal Utility Districts No. 115, 128, 129 and 149 effective October 1, 2019 through September 30, 2020.

10. ENGINEERING-PAYMENTS:

- A. **Approve payment of Invoice No. 479701/05/II in the amount of \$156,004.63 to Dannenbaum Engineering Corporation for plan, specification, and estimate design services of FM 521 Expansion, Mobility Bond Project No. 17113, Precinct 1. (Fund: FM 521 Project Account)**
- B. **Approve payment of Invoice No. 78958 in the amount of \$62,000.00 to R.G. Miller Engineers, Inc. for professional engineering services regarding Ransom Road, Mobility Bond Project No. 17102, Precinct 1. (Fund: 2017 Mobility Bonds)**
- C. **Approve payment of Invoice No. 56114 in the amount of \$13,560.00 to Landtech, Inc. for professional engineering services regarding Bryan Road, Mobility Bond Project No. 17118, Precinct 1. (Fund: 2017 Mobility Bonds)**
- D. **Approve payment of Invoice No. FBC2019 LUDWIG-1005 (Final Invoice) in the amount of \$75,687.00 to SES Horizon Consulting Engineers, Inc. for professional construction management services regarding Ludwig Lane, Mobility Bond Project No. 13208, Precinct 2. (Fund: 2013 Mobility Bonds)**
- E. **Approve payment of Invoice No. 14-Final in the amount of \$182,940.54 to Conrad Construction Co. for construction of Ludwig Lane, Mobility Bond Project No. 13208, Precinct 2. (Fund: 2013 Mobility Bonds)**
- F. **Approve payment of Invoice No. TC03590-Final in the amount of \$1,592.50 to Terracon regarding construction material testing for Spring Green, Mobility Bond Project No. 13318, Precinct 3. (Fund: 2013 Mobility Bonds)**
- G. **Approve payment of Invoice No. 459301/88/II in the amount of \$3,254.25 to Dannenbaum Engineering Corporation for professional engineering services regarding FM 1093/Westpark Extension Phase I and Phase IIA, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)**
- H. **Approve payment of Invoice No. 0044693-IN in the amount of \$48,863.00 to Phonoscope Enterprises Group LLC for utility relocation services regarding FM 1093/Westpark Extension Phase IIA, Precinct 3. (Fund: 2017A Series Road Bonds)**
- I. **Approve payment of Invoice No. 0044692-IN in the amount of \$90,055.77 to Phonoscope Enterprises Group LLC for utility relocation services regarding FM 1093/Westpark Extension, Precinct 3. (Fund: Toll Road Revenue Bonds, Series 2016)**

September 3, 2019

Item 10 continued - Engineering Payments:

- J. Approve payment of Invoice No. 8591 in the amount of \$47,037.00 to Aguirre & Fields for professional engineering services regarding Greenbusch Road, Mobility Bond Project No. 13312, Precinct 3. (Fund: 2013 Mobility Bonds)**
- K. Approve payment of Invoice No. P166111-12 in the amount of \$47,175.00 to HR Green, Inc. for professional engineering services regarding Burney-Old Richmond Road, Mobility Bond Project No. 17207, Precincts 2, 3 and 4. (Fund: 2017 Mobility Bonds)**
- L. Approve payment of Invoice No. 78960 in the amount of \$91,054.39 to R.G. Miller Engineers, Inc. for professional engineering services regarding Beechnut Street, Mobility Bond Project No. 17410, Precincts 3 and 4. (Fund: 2017 Mobility Bonds)**

11. ENGINEERING-PERMITS:

- A. Approve application from SiEnergy, L.P. to install a gas line along Steep Bank Trace and Sienna Parkway, Permit No. 2019-29869, Precinct 1.**
- B. Approve application from Harris Construction Company Ltd to haul fill material across Sienna Parkway, Permit No. 2019-29992, Precinct 1.**
- C. Approve application from CenterPoint Energy Resources Corp. d/b/a Texas Gas Operations to replace a private bridge crossing Rabbs Bayou, Permit No. 2019-29737, Precinct 1.**
- D. Approve application from CenterPoint Energy Resources Corp. d/b/a Texas Gas Operations to install a gas line along Mason Road, Permit No. 2019-29786, Precinct 3.**
- E. Approve application from Haven At Bellaire LLC/Guefen Construction Services to install two driveway tie-ins and a left turn lane at 20220 Bellaire Boulevard, Permit No. 2019-29829, Precinct 3.**
- F. Approve release of Cashier's Check to Jose Iganacio Vera/Vista Builders for completion of work along Hunter Lane, Permit No. 2017-16443, Precinct 3.**
- G. Approve release of Performance Bond to Vertical Limit Construction, LLC due to cancellation of project, Permit No. 2019-29344, Precinct 3.**
- H. Approve application form Windstream Sugar Land, LLC to install fiber optic cable along Clodine Road and Bissonnet Street, Permit No. 2019-29846, Precincts 3 and 4.**
- I. Approve application from SiEnergy, L.P. to install a gas line along Oilfield Road, Permit No. 2019-29883, Precinct 4.**
- J. Approve application from Harris Construction Company Ltd to install a left turn lane along West Airport Boulevard at Hillhead Avenue, Permit No. 2019-29885, Precinct 4.**

September 3, 2019

12. ENGINEERING-DEVELOPMENT:

- A. Accept the bond rider for Sienna Plantation, Section 15A, decreasing it from \$183,471.55 to \$91,735.78, Precinct 1.**
- B. Approve plat for the roads within Glendale Lakes, Section 3, Precinct 1.**
- C. Approve plat for the lots within Glendale Lakes, Section 3, Precinct 1.**
- D. Approve plat for the roads within Glendale Lakes, Section 5, Precinct 1.**
- E. Approve plat for the lots within Glendale Lakes, Section 5, Precinct 1.**
- F. Approve plat for the roads within Veranda, Section Twenty-Eight, Precinct 1.**
- G. Approve plat for the lots within Veranda, Section Twenty-Eight, Precinct 1.**
- H. Approve the plat for Messina Hof Harvest Green Winery, Precinct 4.**
- I. Accept the streets in Fieldstone, Section 15: Holloway Springs Trace 137.50 LF, Hackberry Branch Lane 1,102.23 LF, Meadow Wing Circle 110.36 LF, Springville Ridge Court 388.67 LF, Sienna Ivy Crossing 145.00 LF, Alpine Meadow Place 655.00 LF, Mapleton Meadow Lane 910.00 LF, and Stonethistle Trace 165.01 LF for a total of 3,613.77 LF, and release the bond and rider in the amount of \$112,350.00, Pct. 4.**
- J. Set public hearing for acceptance of the traffic control plan for Jeske Road (between SH 36 and FM 1994), Precinct 1. (Tuesday, October 1, 2019 at 1:00 p.m.)**
- K. Set public hearing for acceptance of the traffic control plan for Sienna Plantation, Section 15A, Precinct 1. (Tuesday, October 1, 2019 at 1:00 p.m.)**
- L. Set public hearing for acceptance of the traffic control plan for Fort Bend ISD High School No. 11, Ridge Point High School, Precinct 1. (Tuesday, October 1, 2019 at 1:00 p.m.)**
- M. Set public hearing for acceptance of the traffic control plan for Aliana, Section 69, Precinct 4. (Tuesday, October 1, 2019 at 1:00 p.m.)**

13. 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. 4763130819 in the amount of \$619.78 to Lakeshore Learning for library equipment regarding the expansion of the Missouri City Branch Library;**
- B. Invoice No. AP019-025 in the amount of \$26,190.00 to Apex Consulting Group for architectural and engineering design services regarding the Medic 6 Emergency Medical Service Facility Improvements;**
- C. Invoice No. 50713 in the amount of \$495.00 to KeyWarden Systems Partners for moving key box equipment regarding the Sheriff Administration Building;**

September 3, 2019

Item 13 continued - Facilities Management & Planning:

- D. Invoice No. 11-75593 in the amount of \$926.00 to QC Laboratories, Inc. for construction materials testing regarding the Medical Examiner Office Building.**

14. HEALTH & HUMAN SERVICES:

Clinical Health Services: Approve First Amendment to Affiliation and Program Agreement between Fort Bend County and Grand Canyon University to enable qualified students to perform components of their clinical experience under the supervision of Fort Bend County Clinical Health Services.

15. PUBLIC TRANSPORTATION:

- A. Approve payment of Invoice No. IN348122 in the amount of \$12,969.64 to NWN Corporation for information technology consultation services regarding the Transit Facility, Mobility Bond Project No. 13406. (Fund: 2013 Mobility Bonds and Public Transportation Grants)**
- B. Approve payment of Pay Application No. 12 in the amount of \$1,262,554.27 to SpawGlass Construction Corp for construction services regarding the Transit Facility, Mobility Bond Project No. 13406. (Fund: 2013 Mobility Bonds and Public Transportation Grants)**

16. PURCHASING:

- A. Rescind action on Agenda Item 30B by Commissioners Court on August 13, 2019, Bid 20-001, term contract for purchase of High Demand Books, and authorize readvertising for bids with revised specifications.**
- B. Authorize renewal of Bid 16-023, term contract for Auto Body Repairs, with Fort Bend Body Shop and Storage.**
- C. Authorize renewal of Bid 16-027, term contract for Tree Removal, Planting and Watering Services.**

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Consent Agenda
Items 6 - 16.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

17. COUNTY JUDGE:

Take all appropriate action on Resolution to the Texas Department of Agriculture certifying that the County has made a grant to Fort Bend Seniors Meals on Wheels for the Home-Delivered Meal Grant Program, for use from January 1 through December 31, 2020, funded by the FY 2019 Community Development Block Grant program and the FY 2020 non-departmental budget.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve Resolution to the Texas Department of Agriculture certifying that the County has made a grant to Fort Bend Seniors Meals on Wheels for the Home-Delivered Meal Grant Program, for use from January 1 through December 31, 2020, funded by the FY 2019 Community Development Block Grant program and the FY 2020 non-departmental budget.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

18. COMMUNITY DEVELOPMENT:

A. Take all appropriate action on the following Agreements between Fort Bend County and U.S. Department of Housing and Urban Development for FY 2019 funding, all of which are part of the FY 2019 Consolidated Action Plan approved by Commissioners Court on July 2, 2019 and authorize County Judge to sign all documents pertaining to the agreements:

- **Community Development Block Grant in the amount of \$3,090,195;**
- **HOME Investment Partnerships Program in the amount of \$737,236; and**
- **Emergency Solutions Grant Program in the amount of \$244,896.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Agreements between Fort Bend County and U.S. Department of Housing and Urban Development for FY 2019 funding, all of which are part of the FY 2019 Consolidated Action Plan approved by Commissioners Court on July 2, 2019 and authorize County Judge to sign all documents pertaining to the agreements:

- **Community Development Block Grant in the amount of \$3,090,195;**
- **HOME Investment Partnerships Program in the amount of \$737,236; and**
- **Emergency Solutions Grant Program in the amount of \$244,896.**

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

Item 18 continued - Community Development:

- B. Take all appropriate action on Agreement between Fort Bend County, City of Arcola and Roberta F. Burroughs & Associates in the amount of \$48,000 to prepare a HUD Section 108 Loan Program application for approximately \$3,200,000 for partial funding of a municipal water plant for the City of Arcola and authorize County Judge to sign pending approval by County Attorney.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County, City of Arcola and Roberta F. Burroughs & Associates in the amount of \$48,000 to prepare a HUD Section 108 Loan Program application for approximately \$3,200,000 for partial funding of a municipal water plant for the City of Arcola and authorize County Judge to sign pending approval by County Attorney.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

19. ELECTIONS ADMINISTRATION:

Take all appropriate action on recommendation regarding available voting systems from committee consisting of Commissioner Grady Prestage, Commissioner Andy Meyers, and Elections Administrator John Oldham, as appointed by Commissioners Court on May 14, 2019.

Moved by Commissioner Meyers, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered, after a review of all the equipment by Commissioner Prestage and Commissioner Meyers, the County acquire ES&S equipment for the voting equipment.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

John Oldham, Elections Administrator stated the County is selecting the best voting system. Mr. Oldham indicated the voting systems are all regulated under Help America Vote Act (HAVA). The system does give a printed record of the vote, will tabulate accurately and to the voters the difference is not significant. This is a Hybrid System that produces a paper ballot record and will cost less than originally planned. The plan for rolling out the voting machines is driven by when delivery can be taken and where the equipment will be placed. The contract stage is three weeks away.

September 3, 2019

20. ENGINEERING:

- A. Take all appropriate action on request to purchase Parcel 3 of Old Needville-Fairchilds Road in the amount of \$7,499 plus necessary costs, and authorize County Judge to sign all closing documents regarding said parcel, Mobility Bond Project No. 17108, Precinct 1. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 3 of Old
 Needville-Fairchilds Road in the amount of \$7,499 plus necessary costs, and authorize
 County Judge to sign all closing documents regarding said parcel, Mobility Bond Project No.
 17108, Precinct 1. (Fund: 2017 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- B. Take all appropriate action on request to purchase Parcel 7 of Brandt Road in the amount of \$81,458 plus necessary costs, and authorize County Judge to sign all closing documents regarding said parcel, Mobility Bond Project No. 17310, Pct 3. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant
 Duly put and unanimously carried (5-0), it is ordered to purchase Parcel 7 of Brandt Road in
 the amount of \$81,458 plus necessary costs, and authorize County Judge to sign all closing
 documents regarding said parcel, Mobility Bond Project No. 17310, Precinct 3. (Fund: 2017
 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- C. Take all appropriate action on the Agreement for Construction and Maintenance of a Sound Wall between Fort Bend County, Fort Bend Grand Parkway Tollway Road Authority and Canyon Gate at the Brazos Owners Association, Inc. regarding FM 762/FM 2759, Crabb River Road, 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 the Agreement for
 Construction and Maintenance of a Sound Wall between Fort Bend County, Fort Bend Grand
 Parkway Tollway Road Authority and Canyon Gate at the Brazos Owners Association, Inc.
 regarding FM 762/FM 2759, Crabb River Road, Mobility Bond Project No. x28, Precinct 1.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

Item 20 continued - Engineering:

- D. Take all appropriate action on Advance Funding Agreement between Fort Bend County and Texas Department of Transportation for construction of a sound wall regarding FM 762/FM 2759, Crabb River Road, Mobility Bond Project No. x28, Pct 1.**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to approve Advance Funding Agreement between Fort Bend County and Texas Department of Transportation for construction of a sound wall regarding FM 762/FM 2759, Crabb River Road, Mobility Bond Project No. x28, Precinct 1.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- E. Take all appropriate action on acceptance of Electric Easement from CenterPoint Energy Houston Electric, LLC regarding Katy Flewellen, Mobility Bond Project No. 13316, and; record the same in Official Public Records, Precinct 3.**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant
 Duly put and unanimously carried (5-0), it is ordered to accept the Electric Easement from CenterPoint Energy Houston Electric, LLC regarding Katy Flewellen, Mobility Bond Project No. 13316, and; record the same in Official Public Records, Precinct 3.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- F. Take all appropriate action on request for payment in the amount of \$503,055 to Transcontinental Gas Pipeline Company, LLC, pursuant to the Agreement approved on May 22, 2018 for utility relocations regarding Gaston Road, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant
 Duly put and unanimously carried (5-0), it is ordered to approve payment in the amount of \$503,055 to Transcontinental Gas Pipeline Company, LLC, pursuant to the Agreement approved on May 22, 2018 for utility relocations regarding Gaston Road, Mobility Bond Project No. 13311, Precinct 3. (Fund: 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

Item 20 continued - Engineering:

- G. Take all appropriate action on Interlocal Agreement for City – Managed Mobility Project between Fort Bend County and City of Stafford in an amount not to exceed \$980,000 regarding Cash Road, Mobility Bond Project No. 17213, Precinct 2. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner Prestage, Seconded by Commissioner Morales
 Duly put and unanimously carried (5-0), it is ordered to approve Interlocal Agreement for City – Managed Mobility Project between Fort Bend County and City of Stafford in an amount not to exceed \$980,000 regarding Cash Road, Mobility Bond Project No. 17213, Precinct 2. (Fund: 2017 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

21. FIRE MARSHAL:

Take all appropriate action on update to the Fort Bend County Fire Code and fee schedule, pursuant to Local Government Code Section 233.061, effective October 1, 2019.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
 Duly put and unanimously carried (5-0), it is ordered to approve update to the Fort Bend County Fire Code and fee schedule, pursuant to Local Government Code Section 233.061, effective October 1, 2019.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

22. HUMAN RESOURCES:

Take all appropriate action on the Fixed Account Amendment to Group Flexible Purchase Payment Deferred Variable Annuity Contract as presented by Nationwide Life Insurance Company and select the Crediting Rate Option as it pertains to the Nationwide Fort Bend County Deferred Compensation Plan, and authorize County Judge to execute all documents necessary to implement this change.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to approve the Fixed Account Amendment to Group Flexible Purchase Payment Deferred Variable Annuity Contract as presented by Nationwide Life Insurance Company and select the Crediting Rate Option as it pertains to the Nationwide Fort Bend County Deferred Compensation Plan, and authorize County Judge to execute all documents necessary to implement this change.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

23. OFFICE OF EMERGENCY MANAGEMENT:

Take all appropriate action to purchase one property under the 2016 Hazard Mitigation buyout grant (FEMA Project Number DR-4269-006 and FEMA Project Number DR-4269-007) in the amount of \$49,233.31 plus the necessary closing costs, with an overall project cost match by the County of twenty-five percent, and authorize County Judge to sign all closing documents.

Moved by Commissioner Meyers, Seconded by Commissioner Morales
Duly put and unanimously carried (5-0), it is ordered to purchase one property (corrected to add identified as BOFB1800468) under the 2016 Hazard Mitigation buyout grant (FEMA Project Number DR-4269-006 and FEMA Project Number DR-4269-007) in the amount of \$49,233.31 plus the necessary closing costs, with an overall project cost match by the County of twenty-five percent, and authorize County Judge to sign all closing documents.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

24. PUBLIC TRANSPORTATION:

Take all appropriate action on application to the Federal Transit Administration (FTA) on FAIN # TX-2019-088-00 for Fiscal Year 2018 Section 5307 funds totaling \$4,486,192 with \$1,000,863 in local match funding and \$697,066 in Transportation Development Credits, including grantor's request for submittal of additional information.

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve application to the Federal Transit Administration (FTA) on FAIN # TX-2019-088-00 for Fiscal Year 2018 Section 5307 funds totaling \$4,486,192 with \$1,000,863 in local match funding and \$697,066 in Transportation Development Credits, including grantor's request for submittal of additional information.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

25. PURCHASING:

A. Take all appropriate action on Bid 19-083 Printing and Mailing of Voter Registration Cards.

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant
Duly put and unanimously carried (5-0), it is ordered to reject submissions and re-advertise on Bid 19-083 Printing and Mailing of Voter Registration Cards.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

B. Take all appropriate action on request from Olympia Business Products to renew Bid 18-002, term contract for Trophies for Summer Reading Program, with price increase.

Pulled.

September 3, 2019

Item 25 continued - Purchasing:

- C. Take all appropriate action on Addendum to Commercial Lease between Fort Bend County and Transwestern Capital and consider granting exemption to the competitive bid process authorized by Local Government Code §262.024(a)(2) to protect the public health or safety of the residents, in an amount not to exceed \$53,208 for the term of August 1, 2019 through July 31, 2020. (Fund: Sheriff's Office)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to approve Addendum to Commercial Lease between Fort Bend County and Transwestern Capital and consider granting exemption to the competitive bid process authorized by Local Government Code §262.024(a)(2) to protect the public health or safety of the residents, in an amount not to exceed \$53,208 for the term of August 1, 2019 through July 31, 2020. (Fund: Sheriff's Office)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- D. Take all appropriate action on Agreement between Fort Bend County and Othon, Inc. in an amount not to exceed \$886,785 pursuant to SOQ 14-025 for construction management services regarding Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 and 2017 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Meyers
 Duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Othon, Inc. in an amount not to exceed \$886,785 pursuant to SOQ 14-025 for construction management services regarding Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2013 and 2017 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

Item 25 continued - Purchasing:

- E. Take all appropriate action on Second Amendment to the Agreement between Fort Bend County and Associated Testing Laboratories, Inc., in an additional amount of \$16,134 for a total contract amount not to exceed of \$123,512.88 pursuant to SOQ 14-025 for construction materials testing regarding A. Myers, Mobility Bond Project No. 13102, Precinct 1. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to approve Second Amendment to the Agreement between Fort Bend County and Associated Testing Laboratories, Inc., in an additional amount of \$16,134 for a total contract amount not to exceed of \$123,512.88 pursuant to SOQ 14-025 for construction materials testing regarding A. Myers, Mobility Bond Project No. 13102, Precinct 1. (Fund: 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- F. Take all appropriate action on Amendment to the Agreement between Fort Bend County and Kelly R. Kaluza & Associates, Inc. in an additional amount of \$2,500 for a total contract amount not to exceed \$41,000 pursuant to RFQ 18-076 for professional engineering services regarding Braxton Road, Mobility Bond Project No. 13116x, Precinct 1. (Fund: 2013 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
 Duly put and unanimously carried (5-0), it is ordered to approve Amendment to the Agreement between Fort Bend County and Kelly R. Kaluza & Associates, Inc. in an additional amount of \$2,500 for a total contract amount not to exceed \$41,000 pursuant to RFQ 18-076 for professional engineering services regarding Braxton Road, Mobility Bond Project No. 13116x, Precinct 1. (Fund: 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

Item 25 continued - Purchasing:

- G. Take all appropriate action on Agreement between Fort Bend County and Huitt-Zollars, Inc. for architectural and engineering services in an amount not to exceed \$274,200 for the schematic design of the new County library to be located in Fulshear. (Fund: 2015 Facility Bonds, Propositions 3)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant
 Duly put and unanimously carried (5-0), it is ordered to approve Agreement between Fort Bend County and Huitt-Zollars, Inc. for architectural and engineering services in an amount not to exceed \$274,200 for the schematic design of the new County library to be located in Fulshear. (Fund: 2015 Facility Bonds, Propositions 3)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- H. Take all appropriate action on Eighth Amendment to Agreement for Professional Actuarial Services between Fort Bend County and Milliman, Inc., pursuant to SOQ 07-086, for additional services in the amount not to exceed \$13,500 effective June 25, 2019 through February 2020. (Fund: Employee Benefits)**

Moved by Commissioner Meyers, Seconded by Commissioner DeMerchant
 Duly put and unanimously carried (5-0), it is ordered to approve Eighth Amendment to Agreement for Professional Actuarial Services between Fort Bend County and Milliman, Inc., pursuant to SOQ 07-086, for additional services in the amount not to exceed \$13,500 effective June 25, 2019 through February 2020. (Fund: Employee Benefits)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

Item 25 continued - Purchasing:

- I. Take all appropriate action on Amendment to Agreement between Fort Bend County and Isani Consultants, L.P. to increase the scope of services by \$450,000 for a total contract amount not to exceed \$1,098,340, pursuant to SOQ 14-025 regarding construction management services for Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2007 and 2013 Mobility Bonds)**

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement between Fort Bend County and Isani Consultants, L.P. to increase the scope of services by \$450,000 for a total contract amount not to exceed \$1,098,340, pursuant to SOQ 14-025 regarding construction management services for Mobility Bond Projects within Precincts 1, 2, 3 and 4. (Fund: 2007 and 2013 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

- J. Take all appropriate action on Amendment to Agreement between Fort Bend County and Othon, Inc. in an additional amount of \$5,000 for a total amount not to exceed \$428,143.33, pursuant to SOQ 14-025 for professional engineering services regarding Madden Road, Mobility Bond Project No. 17416, Precincts 3 and 4. (Fund: 2017 Mobility Bonds)**

Moved by Commissioner DeMerchant, Seconded by Commissioner Meyers
Duly put and unanimously carried (5-0), it is ordered to approve Amendment to Agreement between Fort Bend County and Othon, Inc. in an additional amount of \$5,000 for a total amount not to exceed \$428,143.33, pursuant to SOQ 14-025 for professional engineering services regarding Madden Road, Mobility Bond Project No. 17416, Precincts 3 and 4. (Fund: 2017 Mobility Bonds)

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

September 3, 2019

26. SHERIFF'S OFFICE:

Take all appropriate action on request to ratify Amendment No. 1 to Interlocal Agreement for Law Enforcement Training between Fort Bend County and Houston-Galveston Area Council to increase the funding from \$170,000 to \$212,500, with no matching funds required by Fort Bend County.

Moved by Commissioner Morales, Seconded by Commissioner Prestage
Duly put and unanimously carried (5-0), it is ordered to ratify Amendment No. 1 to Interlocal Agreement for Law Enforcement Training between Fort Bend County and Houston-Galveston Area Council to increase the funding from \$170,000 to \$212,500, with no matching funds required by Fort Bend County.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

27. 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 \$8,254,022.75.

Judge George	Yes
Commissioner Morales	Yes
Commissioner Prestage	Yes
Commissioner Meyers	Yes
Commissioner DeMerchant	Yes

Recess:

Recessed at 1:29 p.m.

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

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

Texas Local Government Code Chapter 262 County Purchasing Act; Texas Government Code Chapter 791 Interlocal Cooperation Act; Texas Health & Safety Code: Chapter 711. General Provisions Relating to Cemeteries and Chapter 713: Local Regulation of Cemeteries.

Pulled.

September 3, 2019

Item 28 continued - Closed Session:

- B. § 551.074. Personnel Matters. Commissioners Court will meet in Closed Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.**

Annual Evaluation, Director of Finance & Investments.

Closed Session:

Convened at 1:37 p.m.
Adjourned at 1:53 p.m.

Reconvene:

Reconvened at 2:19 p.m.

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

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

Texas Local Government Code Chapter 262 County Purchasing Act; Texas Government Code Chapter 791 Interlocal Cooperation Act; Texas Health & Safety Code: Chapter 711. General Provisions Relating to Cemeteries and Chapter 713: Local Regulation of Cemeteries.

Pulled.

- B. § 551.074. Personnel Matters.**

Annual Evaluation, Director of Finance & Investments.

Completed the review of the annual evaluation with the Director of Finance & Investments.

- 30. Adjournment.**

Commissioners Court adjourned at 2:20 p.m. on Tuesday, September 3, 2019.

Moved by Commissioner Meyers,
to adjourn.

I attest to the accuracy of the foregoing minutes.



Laura Richard

Laura Richard, County Clerk, Fort Bend County, Texas

CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ #	1415-03-012
District #	12- Houston
Code Chart 64 #	50080
Project Name	FM 2759 Construct Soundwall

ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on applicable State funding and applicable Local Government funding. The Local Government will be responsible for ROW and Utilities until the Local Government funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the ROW and Utilities costs. The State will be responsible for Engineering and Construction until the State reaches the maximum obligated amount. The State will then be responsible for 100% of the Engineering and Construction costs.

Description	Total Estimated Cost	Federal Participation Cost		State Participation Cost		Local Participation Cost	
ROW (by Local Government)	\$ 100,000	0%	\$ -	0%	\$ -	100%	\$100,000
Utilities (by Local Government)	\$ 50,000	0%	\$ -	0%	\$ -	100%	\$ 50,000
Engineering (by State)	\$ 50,000	0%	\$ -	100%	\$ 50,000	0%	\$ -
Construction (by State)	\$ 900,000	0%	\$ -	100%	\$900,000	0%	\$ -
Subtotal	\$ 1,100,000		\$ -		\$950,000		\$150,000
Environmental Direct State Costs	\$ 100	0%	\$ -	100%	\$ 100	0%	\$ -
Right of Way Direct State Costs	\$ 100	0%	\$ -	100%	\$ 100	0%	\$ -
Engineering Direct State Costs	\$ 500	0%	\$ -	100%	\$ 500	0%	\$ -
Utility Direct State Costs	\$ 100	0%	\$ -	100%	\$ 100	0%	\$ -
Construction Direct State Costs	\$ 10,000	0%	\$ -	100%	\$ 10,000	0%	\$ -
Indirect State Costs	\$ 533	0%	\$ -	100%	\$ 533	0%	\$ -
TOTAL	\$ 1,111,333		\$ -		\$961,333		\$150,000

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Total payment by the Local Government to the State: \$0

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