

MINUTES

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 19

September 27, 2019

The Board of Directors (“Board”) of Fort Bend County Levee Improvement District No. 19 (“District”) met in regular session, open to the public, on September 27, 2019, at The Muller Law Group, PLLC, 202 Century Square Boulevard, Sugar Land, Texas 77478, outside the boundaries of the District, and the roll was called of the members of the Board:

Kalapi Sheth	President
Dean Cooper	Vice President
Radhika Iyer	Secretary
Glenn Wong	Assistant Vice President
John Arndt	Assistant Secretary

and all of the above were present except Director Arndt, thus constituting a quorum.

Also present at all or part of the meeting were: Kay Yates; Hilary Thibodeaux of Aptim Environmental & Infrastructure, LLC; John Schnure of TBG Partners; David Smalling of Robert W. Baird & Co. (“RWB”); Jaime Villegas of Riverstone Homeowners Association (“HOA”); Kristy Hebert of Tax Tech, Inc.; Beth Wolf of 180 Messaging Inc.; Jeff Perry of Levee Management Services, LLC (“LMS”); Trey Reichert of Johnson Development; Chad Hablinski of Costello, Inc. (“Costello”); Pamela Lightbody of AVANTA Services; and Nancy Carter and Tara Miles of The Muller Law Group, PLLC (“MLG”).

INTRODUCTION OF MEETING ATTENDEES

The meeting attendees introduced themselves.

PUBLIC COMMENTS

There were no public comments.

REPORT FROM FORT BEND COUNTY COMMISSIONER, PRECINCT 4

Ms. Carter reported on recent activities of Precinct 4 Commissioner Ken R. DeMerchant.

TAX ASSESSOR/COLLECTOR’S REPORT

Ms. Hebert presented the tax assessor/collector’s report, a copy of which is attached, and reviewed the checks presented for payment from the tax account. She said 99.70% of the District’s 2018 property taxes have been collected as of August 31, 2019. After review and discussion, Director Cooper moved to approve the tax assessor’s report and payment of the presented checks from the tax account. Director Iyer seconded the motion, which carried unanimously.

PUBLIC HEARING ON TAX RATE, ORDER LEVYING TAXES, AND AMENDED AND RESTATED INFORMATION FORM

Ms. Hebert stated Tax Tech had published a Notice of Public Hearing in the Fort Bend Independent stating the District's proposed 2019 tax rate of \$0.68 per \$100 of assessed valuation.

Director Sheth opened the public hearing. No members of the public came forward to make comments. Director Sheth closed the public hearing.

After review and discussion, Director Cooper moved to (i) adopt the Order Levying Taxes, reflecting a tax rate of \$0.68 per \$100 of assessed valuation, consisting of \$0.105 per \$100 of assessed valuation for road debt service, \$0.43 per \$100 of assessed valuation for levee debt service, and \$0.145 per \$100 of assessed valuation to provide for the District's operations and maintenance and (ii) approve the Amended and Restated Information Form reflecting the adopted tax rate. Director Wong seconded the motion, which passed unanimously. Director Iyer was absent for this vote.

FINANCIAL AND BOOKKEEPING MATTERS

Ms. Lightbody presented the bookkeeper's report, including the list of bills for payment, a copy of which is attached. The Board inquired about refunding bond opportunities. Mr. Smalling reviewed future potential refunding opportunities in 2021, noting that RWB continuously monitors any refunding opportunities. Ms. Lightbody stated that the Compass Bank Certificate of Deposit was renewed. After review and discussion, Director Sheth moved to approve the bookkeeper's report and the payment of bills listed in the report. Director Cooper seconded the motion, which passed unanimously.

PUBLIC COMMENTS (CONT'D)

Ms. Yates introduced herself and discussed her history as a resident in Riverstone.

VENDOR/CONSULTANT AND INVOICE REVIEW PROCEDURES

Director Sheth stated that copies of all invoices are uploaded to the Dropbox and encouraged all directors to review them prior to each meeting.

Director Sheth recommended that the Board review all vendor services and contracts, noting that such process began with the legal services provided by MLG. He suggested that directors review consultant contracts independently, and if any issues are noted, a director may request a special meeting.

DEVELOPMENT REPORT

Mr. Reichert presented a report, a copy of which is attached, on the status of development in Riverstone.

COMMUNICATIONS MATTERS

Ms. Wolf reported on recent activities by 180 Messaging, and the Board directed 180 Messaging to write an article on the adopted tax rate to be posted on the website and Facebook.

Director Sheth discussed director participation in social media in a director capacity, noting such activities may be considered District records, which require submittal to MLG for filing in the District's official records.

The Board discussed the importance of communication with residents via the website and Facebook during rain events. Director Cooper requested i) 180 Messaging to change the District's logo on the Facebook account to remove the background that was not approved by the Board and ii) Off Cinco to add the District's logo to the website.

The Board considered approving an amended Service Agreement with Off Cinco ("Agreement") to set up email addresses for the directors at a cost of \$60 per month and to increase the monthly hosting fee to \$450 due to legislative changes that require additional storage and time. After review and discussion, Director Sheth moved to approve the Agreement. Director Cooper seconded the motion, which passed unanimously.

MOWING REPORT

Mr. Perry reported that Yellowstone will mow the District's facilities this weekend.

STORM WATER QUALITY MANAGEMENT

There was no discussion on this agenda item.

PARK AND RECREATIONAL FACILITY MATTERS, INCLUDING EMERGENCY NOTIFICATION SIGN NO. 2

Mr. Schnure presented the landscape architect's report, a copy of which is attached, and reviewed location options for the emergency notification sign no. 2, noting that restrictions on Oilfield Road are the CenterPoint easement, median width, and site triangle limitations. The Board inquired about installing the sign at the entrance to Creekstone. After discussion, the Board directed Director Cooper to conduct a site visit with Mr. Schnure to determine the best viable location for the emergency notification sign and to provide a report at the next Board meeting.

Mr. Schnure also presented a proposal from TBG to design the sign and a construction cost estimate, copies of which are attached.

MAINTENANCE OF REGIONAL RECREATIONAL FACILITIES

There was no discussion on this agenda item.

FORT BEND FLOOD MANAGEMENT ASSOCIATION AND REGIONAL PERIMETER LEVEE MATTERS

Ms. Carter stated that the perimeter levee tour will be October 4, 2019, and Fort Bend County is hosting its annual educational symposium on November 8, 2019.

SCHEDULING OF MEETINGS AND DESIGNATION OF DIRECTOR TO ATTEND LID 15 BOARD MEETING

Director Sheth noted that he may not be able to attend the next regularly scheduled Board meeting on October 25, 2019, at 8:30 a.m.

The Board concurred to change its community meeting date to November 12, 2019, at 7:00 p.m.

The Board directed Director Wong to attend the next Fort Bend County Levee Improvement District No. 15 (“LID 15”) Board meeting on October 21, 2019, at the Club at Riverstone.

Ms. Carter reported that the President of LID 15 and Director Sheth are working on an agenda for a collaborative meeting with all Riverstone municipal utility districts, levee improvement districts, and the HOA.

ORDER ADOPTING AMENDED AND RESTATED PROCEDURES FOR POST-ISSUANCE COMPLIANCE

Ms. Carter reviewed an Order Adopting Amended and Restated Procedures for Post-Issuance Compliance. The Board tabled any action, pending further review.

ARBITRAGE REBATE STUDY FOR SERIES 2014 BONDS

The Board considered engaging a company to conduct the arbitrage rebate study on the District’s Series 2014 Road Bonds. After review and discussion, Director Sheth moved to approve an engagement letter with BLX Group LLC, to conduct the arbitrage study. Director Cooper seconded the motion, which passed unanimously.

Ms. Carter reviewed the arbitrage review letter from BLX Group LLC, for the District’s Series 2009 Levee Improvement Bonds, noting no money is due to the Internal Revenue Service.

GENERAL OPERATIONS

Mr. Perry presented the operator’s report, a copy of which is attached, and reviewed repairs and maintenance performed since the last Board meeting. He reviewed operations of the District facilities during Tropical Storm Imelda, noting no significant issues.

Mr. Perry reported that the circulation pump inside the generator at the Steep Bank Creek pump station was not functioning and that Director Sheth and the President of LID 15 approved its emergency repair in an amount not to exceed \$7,000. He said the repair was completed the following day.

Mr. Hablinski said the Fort Bend County Drainage District is working with the Federal Emergency Management Agency (“FEMA”) regarding the pending erosion repairs at Flat Bank Creek. The Board discussed the importance of the project getting underway. Mr. Hablinski stated that FEMA approved the project, but it may be months before they commence repairs. The Board noted that they would like to discuss the matter at the community meeting, so the residents are

aware that the District is not responsible for the repairs. Ms. Carter said she will determine the appropriate contacts for the District to communicate the urgency of this project. Mr. Perry said he estimates the project to cost approximately \$400,000. Director Sheth said he will contact Representative Pete Olson.

EMERGENCY OPERATIONS MATTERS

There was no discussion on this agenda item.

STEEP BANK CREEK PUMP STATION MATTERS

JOINT COMMITTEE MEETING AND PUMP STATION EXPANSION

Ms. Carter reported on the September 26, 2019, Joint Pump Station Committee (“Committee”) meeting, noting that the Committee concurred to proceed with a grid-tied generator for the Steep Bank Creek pump station expansion. She reviewed the terms with Enchanted Rock, noting an approximate \$1,200,000 initial cost with a purchase option. She said the Committee also recommended including restroom facilities and the RMS System with the pump station expansion in order to eliminate duplicate electrical work.

Mr. Perry reported that NBG Constructors, Inc. (“NBG”) completed its initial flap and sluice gate adjustments, and he presented a proposal from NBG for additional work, including gaskets on the flap gates and metal seal stop replacements, in an amount not to exceed \$56,000. He stated that the Committee recommends approval of the proposal, with the work to commence after the end of the hurricane season. After review and discussion, Director Sheth moved to approve the proposal from NBG in an amount not to exceed \$56,000. Director Wong seconded the motion, which passed unanimously.

Ms. Carter stated that the Committee concurred to leave the supplemental pumps deployed until the pump station expansion is complete. Mr. Perry said the cost to install Bauer pipe racks to store the pipes when the pumps are demobilized is \$20,000 for 20 racks. The Board concurred to table purchase of the Bauer pipes until closer to the completion of the expansion, when the pumps are no longer deployed.

REGIONAL DRAINAGE PROJECTS AND IMPROVEMENTS

Mr. Hablinski presented the engineer’s report, a copy of which is attached.

FORT BEND COUNTY DRAINAGE DISTRICT CRITERIA

Mr. Hablinski said a draft of the revised Fort Bend County Drainage District criteria is expected in October.

REGIONAL PUMP STATION, INCLUDING 2D WATERSHED MODELING

Mr. Thibodeaux provided an update on the 2D regional watershed modeling project (“Project”). He displayed an animation of the 2D regional watershed model’s capabilities, including the effect of a Hurricane Harvey rainfall event on the watershed area. He reviewed the Project schedule, anticipating issuance of a final report by November. Ms. Carter

inquired about holding a joint meeting with all districts participating in the Project, and the Board concurred to hold a joint meeting at the end of October.

WATERSHED INTERCONNECTS

Mr. Hablinski presented and recommended approval of Pay Estimate No. 5 in the amount of \$384,993.52 to Triple B. Services, L.P., for the construction of the water, sewer, drainage, and paving to serve the Hagerson Road expansion (Hagerson Road Watershed Interconnect), noting the District's share is \$19,024.47. After review and discussion and based on the engineer's recommendation, Director Sheth moved to approve Pay Estimate No. 5 in the amount of \$384,993.52 to Triple B. Services, L.P. Director Cooper seconded the motion, which passed unanimously.

OTHER ENGINEERING MATTERS, INCLUDING DEEDS, EASEMENTS, AND CONSENTS TO ENCROACHMENT

The Board considered accepting a Special Warranty Deed from Herrin Ranch Development II Inc., for 40.77 acres, 0.52 acres, and 3.725 acres of Steep Bank Creek ("Deed"). After review and discussion, Director Cooper moved to accept the Deed. Director Wong seconded the motion, which passed by unanimous vote.

PROJECT FINANCING MATTERS

Ms. Carter said the Finance Committee concurred to use surplus bond proceeds and excess operation and maintenance tax revenues to reimburse developers for remaining landscaping and park facilities. After review and discussion, Director Sheth moved to adopt a Resolution Authorizing Application to Texas Commission on Environmental Quality for Approval to Use Surplus Funds. Director Wong seconded the motion, which carried unanimously.

MINUTES

The Board considered approving the minutes of its August 23, 2019, regular Board meeting and September 13, 2019, special Board meeting. Following review and discussion, Director Cooper moved to approve the minutes as submitted. Director Sheth seconded the motion, which passed unanimously.

REVIEW OF PROJECTS AND ACTIVITIES

The Board reviewed the charts of completed and pending action items and the Decision Register. Ms. Carter said the project tracking chart has been updated. The Board requested that the Committee decision to leave the supplemental pumps deployed until completion of the pump station expansion be added to the Decision Register.

Ms. Carter reported on MLG's research regarding the use of Webex to broadcast Board meetings on-line, and following discussion, the Board concurred not to pursue the matter due to lack of demand.

COMMUNICATION MATTERS (CONT'D)

Director Sheth presented a draft Mission Statement for the District, to formally designate the District's purpose and to assist the Board in its decision-making. The Board agreed to review Director Sheth's draft Mission Statement and to send any changes to MLG prior to the next meeting.

MAINTENANCE OF REGIONAL RECREATIONAL FACILITIES

Director Sheth said he would like the Board to further consider the District's funding of maintenance of regional parks and recreational facilities and whether that is congruent with the proposed Mission Statement. The Board concurred to leave the item on the agenda for further discussion.

ADDITIONAL COMMITTEE REPORTS AND ASSIGNMENTS

There was no action on this agenda item.

There being no further business to come before the Board, the Board concurred to adjourn the meeting.





Secretary, Board of Directors

LIST OF ATTACHMENTS TO MINUTES

	Minutes
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tax assessor/collector's report	1
bookkeeper's report.....	2
landscape architect's report	3
operator's report.....	4
engineer's report.....	5

Any documents referenced in these minutes and not attached herein are retained in the District's official records in accordance with the District's Record Management Program and are available upon request.

ACTION ITEMS LIST

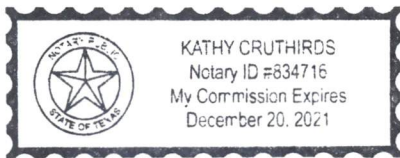
1. Directors to review invoices prior to each meeting.
2. Directors to review vendor contracts as time permits.
3. Ms. Wolf to write an article on the adopted tax rate.
4. 180 Messaging to change the District logo on Facebook.
5. Off Cinco to add the District logo to the website.
6. Director Cooper and Mr. Schnure to conduct site visit for viable locations for sign.
7. Director Wong to attend the LID 15 meeting on October 21, 2019.
8. BLX Group to conduct the arbitrage rebate study on the Series 2014 Road Bonds.
9. Ms. Carter to determine appropriate contacts to discuss urgency of Flat Bank Creek erosion repairs.
10. Director Sheth to contact Representative Olson regarding Flat Bank Creek erosion repairs.
11. MLG to prepare contract with NBG for additional gate repairs.
12. MLG to schedule joint meeting for review of 2D regional watershed modeling project.
13. MLG, TBG, and Costello to prepare surplus funds application.
14. Directors to review Mission Statement and send any changes to MLG.

FORT BEND LEVEE IMPROVEMENT DISTRICT #19
STATE OF TEXAS
COUNTY OF FORT BEND

ESTHER BUENTELLO FLORES, BEING DULY SWORN, SAYS SHE IS THE TAX ASSESSOR COLLECTOR FOR THE ABOVE NAMED DISTRICT AND THAT THE FOREGOING CONTAINS A TRUE AND CORRECT REPORT ACCOUNTING FOR ALL THE TAXES COLLECTED FOR SAID DISTRICT DURING THE MONTH HEREIN STATED.

ESTHER BUENTELLO FLORES, RTA

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 1ST, DAY OF SEPTEMBER 2019.



KATHY CRUTHIRDS
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 12/20/2021

SUBMITTED TO DISTRICT'S LEGAL COUNSEL _____

**FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT # 19
MONTHLY TAX REPORT - ENDING: 08/31/2019**

**TAX REPORT
CONDENSED SUMMARY**

BASE TAX COLLECTIONS

Prior Years	0.00	
Current Year	13,256.23	
Total Tax Collected		13,256.23

OTHER INCOME

Penalty & Interest	1,635.18	
DTAF Penalty	2,053.55	
Overpayments	0.00	
Rendition Penalty	0.00	
Earned Interest	18.65	
Total Other Income		3,707.38

TOTAL INCOME: **16,963.61**

Transfers to Bond Fund 0.00

Transfers to Road Fund 0.00

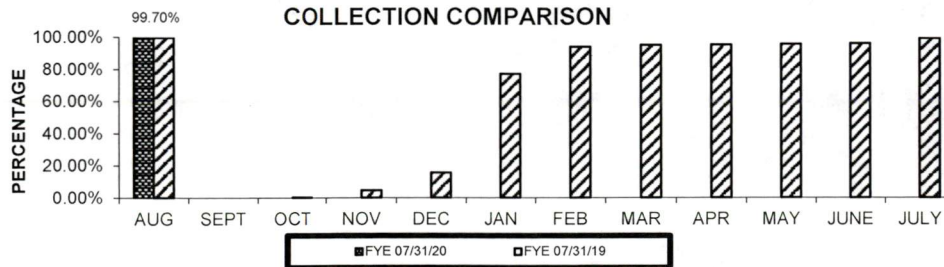
Transfers to Operating Fund 0.00

Disbursements Presented: 3 CHECK(S) 13,997.65

Current - Collection Rate: 99.70%

Last Year Collection Rate: 99.70%

Tax Tech, Incorporated - Trusted Since 1986



ESTHER BUENTELLO FLORES, R.T.A. - E-mail: ebflores@taxtech.net
 Telephone: 281.499.1223 Fax: 281.499.1244 www.taxtech.net
 TAX TECH, INCORPORATED
 12841 CAPRICORN STREET
 STAFFORD, TX 77477

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #19 - ENDING: 08/31/2019

PRIOR YEARS TAXES

Receivable at 09/30/18	\$26,418.99	
Reserve for Uncollectibles	(2,015.00)	
Adjustments since 09/30/18	(19,459.66)	
Adjustments this month	0.00	
TOTAL PRIOR YEARS RECEIVABLE		\$4,944.33
Collected since 09/30/18	(4,774.33)	
Collected this month	0.00	
TOTAL COLLECTED SINCE 09/30/18		(4,774.33)
TOTAL RECEIVABLE - PRIOR YEARS		\$170.00

2018 TAXES

Original 2018 Roll	4,644,183.54	
Adjustments since 09/30/18	80,240.31	
Adjustments this month	0.00	
TOTAL 2018 RECEIVABLE		4,724,423.85
Collected since 09/30/18	(4,697,193.23)	
Collected this month	(13,256.23)	
TOTAL COLLECTED - 2018		(4,710,449.46)
TOTAL RECEIVABLE - 2018		13,974.39
TOTAL TAXES RECEIVABLE - ALL YEARS		<u>\$14,144.39</u>

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #19 - ENDING: 08/31/2019

CASH BALANCE AT FISCAL YEAR BEGINNING

\$61,516.61

INCOME	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	TOTAL
BASE TAX COLLECTED	13,256.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,256.23
PENALTY & INTEREST	1,635.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,635.18
DTAF PENALTY	2,053.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,053.55
EARNED INTEREST	18.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.65
OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RENDITION PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESCROWED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RETURNED CHECK FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	16,963.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,963.61

EXPENSES	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	TOTAL
TAX A/C CONSULTANT	2,690.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,690.60
TRANSFER-ROAD 2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER-ROAD 2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER-ROAD 2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER-ROAD 2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER-ROAD 2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER-ROAD 2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER-ROAD 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOND FUND TRANSFER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2017	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2015	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2013	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2012	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2009	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRANSFER: M&O 2008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVERPAYMENT REFUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRIOR FYE: O/P	136.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136.00
REISSUE VOIDED CHECK	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CAD ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DEL TAX ATTY FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PRIOR FYE: DTAF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LEGAL NOTICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BANK CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATE OF VALUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CERTIFICATE OF VALUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOND PREMIUM (11/2019)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RENDITION PENALTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CONTINUING DISCLOSUR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LASER CHECK FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	2,826.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,826.60

Monthly Balance: 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62 75,653.62

CASH BALANCE AT MONTH END: **LITIGATION REFUNDS: 2018: \$1,991 @ 05.22.19** \$75,653.62

MEETING DATE: SEPTEMBER 27, 2019

2108	FORT BEND CENTRAL APPRAISAL DISTRICT	FBCAD 1ST QUARTER ASSESSMENT DUE SEPT 30, 2019	\$ 9,253.50
2109	PERDUE BRANDON FIELDER COLLINS & MOTT	DELINQUENT TAX ATTORNEY FEE	\$ 2,053.55
2110	TAX TECH INCORPORATED	\$2,690.60 SEPT 2019 TAX ASSESSOR FEE (2019: 2,446 ITEMS X \$1.10)	\$ 2,690.60

TOTAL DISBURSEMENTS: \$ (13,997.65)

CHECKING ACCOUNT BALANCE: (WELLSFARGO BANK) \$61,655.97

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #19 - ENDING: 08/31/2019

HISTORICAL INFORMATION

TAXABLE VALUE INFORMATION					TAX RATE INFORMATION				
Tax Year	Original Certified Value	Adjustments to Certified Value	Adjusted Assessed Value	Special Notes	Road Tax Rate	Interest & Sinking Tax Rate	Maintenance & Operations Tax Rate	Total Tax Rate	Tax Year
2019	722,158,481	0	722,158,481	PROJECTED VALUE \$727,099,953	0.0000	0.0000	0.0000	0.0000	2019
2018	682,968,175	11,800,047	694,768,222		0.1100	0.4300	0.1400	0.6800	2018
2017	671,744,493	(10,254,560)	661,489,933		0.1100	0.4300	0.1400	0.6800	2017
2016	627,031,068	27,941,455	654,972,523		0.1200	0.4500	0.1100	0.6800	2016
2015	507,771,329	43,283,725	551,055,054		0.1300	0.4800	0.1100	0.7200	2015
2014	349,829,012	66,153,768	415,982,780		0.1800	0.3500	0.2700	0.8000	2014
2013	276,984,410	26,693,370	303,677,780		0.1300	0.3600	0.3100	0.8000	2013
2012	204,066,610	16,749,077	220,815,687		0.1200	0.2400	0.4400	0.8000	2012
2011	155,730,730	10,675,760	166,406,490			0.2100	0.5900	0.8000	2011
2010	111,910,280	10,356,686	122,266,966			0.1900	0.6100	0.8000	2010
2009	88,402,047	1,835,738	90,237,785			0.3200	0.3800	0.7000	2009
2008	46,888,860	7,004	46,895,864			0.0000	0.7000	0.7000	2008
2007	8,829,630	1,088,870	9,918,500			0.0000	0.7000	0.7000	2007
2006	1,000,900	0	1,000,900			0.0000	0.7000	0.7000	2006

TAXABLE LEVY INFORMATION						BASE TAX RECEIVABLES			
Tax Year	Total Original Levy	Total Adjustments to Levy	Total Adjusted Levy	Total Base Tax Collected	Balance	Reserve for Uncollectible	Total Base Tax Receivable	Total Percent Collected	Tax Year
2018	4,644,183.54	80,240.31	4,724,423.85	(4,710,449.46)	13,974.39	0.00	13,974.39	99.70%	2018
2017	4,567,862.60	(69,731.12)	4,498,131.48	(4,498,046.48)	85.00	0.00	85.00	100.00%	2017
2016	4,263,810.82	190,001.88	4,453,812.70	(4,453,727.70)	85.00	0.00	85.00	100.00%	2016
2015	3,655,953.59	311,642.84	3,967,596.43	(3,967,596.43)	0.00	0.00	0.00	100.00%	2015
2014	2,798,632.10	529,230.14	3,327,862.24	(3,327,862.24)	0.00	0.00	0.00	100.00%	2014
2013	2,215,875.28	213,546.96	2,429,422.24	(2,429,422.24)	0.00	0.00	0.00	100.00%	2013
2012	1,632,532.88	133,992.63	1,766,525.51	(1,766,005.51)	520.00	(520.00)	(0.00)	99.97%	2012
2011	1,245,845.84	85,406.08	1,331,251.92	(1,330,731.92)	520.00	(520.00)	0.00	99.96%	2011
2010	895,282.24	82,853.49	978,135.73	(977,615.73)	520.00	(520.00)	0.00	99.95%	2010
2009	618,814.35	12,850.16	631,664.51	(631,209.51)	455.00	(455.00)	0.00	99.93%	2009
2008	328,222.02	49.03	328,271.05	(328,271.05)	0.00	0.00	0.00	100.00%	2008
2007	61,807.41	7,622.09	69,429.50	(69,429.50)	0.00	0.00	0.00	100.00%	2007
2006	7,006.30	0.00	7,006.30	(7,006.30)	0.00	0.00	0.00	100.00%	2006
					\$16,159.39	(\$2,015.00)	\$14,144.39	(ALL YEARS)	

MAINTENANCE TAX LEVY						M & O RECEIVABLES				
Tax Year	Total Original M & O Levy	Total Adjustments to M & O Levy	Total M & O Levy	M & O Collected	Balance	Tax Administration Budget	Reserve for M & O Uncollectible	Total M & O Receivable	Total Percent Collected	Tax Year
2018	956,155.43	16,520.06	972,675.50	(969,798.42)	2,877.08	0.00	0.00	2,877.08	99.70%	2018
2017	940,442.30	(14,356.41)	926,085.89	(926,068.39)	17.50	0.00	0.00	17.50	100.00%	2017
2016	689,734.10	30,735.60	720,469.70	(720,455.95)	13.75	0.00	0.00	13.75	100.00%	2016
2015	558,548.47	47,612.10	606,160.57	(606,160.57)	0.00	0.00	0.00	0.00	100.00%	2015
2014	944,538.33	178,615.17	1,123,153.51	(1,123,153.51)	0.00	0.00	0.00	0.00	100.00%	2014
2013	858,651.67	82,749.45	941,401.12	(941,401.12)	0.00	0.00	0.00	0.00	100.00%	2013
2012	897,893.08	73,695.95	971,589.03	(971,303.03)	286.00	0.00	0.00	286.00	99.97%	2012
2011	918,811.31	62,986.98	981,798.29	(981,414.79)	383.50	0.00	0.00	383.50	99.96%	2011
2010	682,652.71	63,175.79	745,828.49	(745,431.99)	396.50	0.00	0.00	396.50	99.95%	2010
2009	335,927.79	6,975.80	342,903.59	(342,656.59)	247.00	0.00	0.00	247.00	99.93%	2009
2008	328,222.02	49.03	328,271.05	(317,271.05)	11,000.00	(11,000.00)	0.00	0.00	100.00%	2008
2007	61,807.41	7,622.09	69,429.50	(69,429.50)	0.00	0.00	0.00	0.00	100.00%	2007
2006	7,006.30	0.00	7,006.30	(7,006.30)	0.00	0.00	0.00	0.00	100.00%	2006
					\$15,221.33	(\$11,000.00)	\$0.00	\$4,221.33	(ALL YEARS)	

ROAD DEBT SERVICE TAX LEVY

ROAD D/S RECEIVABLES

Tax Year	Total Original ROAD D/S Levy	Total Adjustments to ROAD D/S Levy	Total ROAD D/S Levy	ROAD D/S Collected	Balance	Reserve for ROAD D/S Uncollectible	Total ROAD D/S Receivable	Total Percent Collected	Tax Year
2018	751,264.98	12,980.05	764,245.03	(761,984.47)	2,260.56	0.00	2,260.56	99.70%	2018
2017	738,918.95	(11,280.03)	727,638.92	(727,625.17)	13.75	0.00	13.75	100.00%	2017
2016	752,437.20	33,529.74	785,966.95	(785,951.95)	15.00	0.00	15.00	100.00%	2016
2015	660,102.73	56,268.85	716,371.58	(716,371.58)	0.00	0.00	0.00	100.00%	2015
2014	629,692.22	119,076.78	748,769.00	(748,769.00)	0.00	0.00	0.00	100.00%	2014
2013	360,079.73	34,701.38	394,781.11	(394,781.11)	0.00	0.00	0.00	100.00%	2013
2012	244,879.93	20,098.89	264,978.83	(264,900.83)	78.00	0.00	78.00	99.97%	2012
					\$2,367.31	\$0.00	\$2,367.31	(ALL YEARS)	

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO 19
SUMMARY OF CASH TRANSACTIONS
FOR THE PERIOD AUGUST 1, 2019 TO SEPTEMBER 27, 2019
(Unaudited)

		GENERAL FUND =====	CAPITAL PROJECTS FUND =====	DEBT SERVICE FUND - LEVEE =====	DEBT SERVICE FUND - ROADS =====
BALANCE	1-Aug-2019	\$115,862.20	(\$82,181.97)	\$0.00	\$0.00
RECEIPTS		109,611.83	0.00	0.00	0.00
DISBURSEMENTS		(62,008.72)	(194,428.32)	(2,694,476.38)	(535,708.13)
INVESTMENT PROCEEDS		250,000.00	96,031.40	3,703,066.32	535,708.13
INVESTMENT PURCHASES		(98,031.40)	0.00	(1,008,589.94)	0.00
TRANSFERS		0.00	0.00	0.00	0.00
BALANCE	31-Aug-2019	\$315,433.91	(\$180,578.89)	\$0.00	\$0.00
CURRENT MONTHS ACTIVITY:					
RECEIPTS		100.00	0.00	0.00	0.00
DISBURSEMENTS		(123,222.43)	(40,391.65)	(400.00)	0.00
INVESTMENT PROCEEDS		0.00	0.00	0.00	0.00
INVESTMENT PURCHASES		0.00	0.00	0.00	0.00
TRANSFERS		0.00	0.00	0.00	0.00
CURRENT CASH BALANCE		\$192,311.48	(\$220,970.54)	(\$400.00)	\$0.00
CURRENT INVESTMENTS		\$1,548,702.85	\$7,828,489.35	\$957,849.70	\$535,918.90
CASH BALANCES	27-Sep-2019	\$1,741,014.33	\$7,607,518.81	\$957,449.70	\$535,918.90
OPERATING RESERVE (2 YR BUDGET EXP.)		\$2,008,640.00			
UNALLOCATED BALANCE		(\$267,625.67)			
SERIES 2014 BONDS (ROADS)			\$13,275.61		
SERIES 2016 BONDS (PARK)			\$310,696.52		
SERIES 2019 BONDS (LEVEE)			\$7,283,546.68		
DUE FROM FB LID 15 - JT PROJECTS		\$6,232.34			
FUTURE REIMB FROM CPF BOND SALE		\$0.00			

AVANTA Services 5635 Northwest Central Drive, Suite 104E, Houston, Texas 77092 (713) 934.9110 (713) 934.9107 Fax (713) 934.9443 pelightbody@avantaserv.com

**FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO 19
CASH TRANSACTIONS
FOR THE ONE MONTH ENDED AUGUST 31, 2019**

<u>Vendor/Customer</u>	<u>Document</u>		<u>Description</u>	<u>Receipts</u>	<u>Disbursements</u>
	<u>Number</u>	<u>Date</u>			
GENERAL FUND					
8 BLDR PERMIT FEES	R001	08/06/19	8 BLDR PERMIT FEES	800.00	-
DELUXE	3299	08/15/19	LASER CHECK STOCK	-	191.11
ARNDT, JOHN	3302	08/23/19	PAYROLL - 7/26/19	-	152.44
SHETH, KALAPI	3304	08/23/19	PAYROLL - 7/26/19	-	151.28
WONG, GLENN	3305	08/23/19	PAYROLL - 7/26/19, 8/9/19	-	300.25
COOPER, DEAN	3306	08/23/19	PAYROLL - 7/17/19, 7/26/19	-	297.93
PAMELA M. LOGSDON CPA	3307	08/23/19	SERVICES - SEPT '18-JAN '19	-	13,861.18
COSTELLO INC	3308	08/23/19	GENERAL & PERMITS - JUL 2019	-	3,383.18
FRONTIER	3309	08/23/19	281-499-0269, 8/4/19-9/3/19	-	80.14
LEVEE MGMT SERVICES LLC	3310	08/23/19	SERVICES:JUL/AUG 2019	-	30,947.00
THE MULLER LAW GROUP, PLLC	3311	08/23/19	GENERAL- AUG 2019	-	9,249.75
OFF CINCO	3312	08/23/19	WEBSITE/ALERTS -JUNE (REISSUE)/JULY	-	1,642.00
WITT O'BRIENS'S LLC	3313	08/23/19	FEMA CLAIMS - JUL 2019	-	1,734.46
FB LID 15	R003	08/20/19	REIMB - HARD TOP/WATERSHED MODEL	108,691.04	-
BANK ACCT MAINT FEE	J006	08/15/19	BANK ACCT MAINT FEE	-	18.00
1 BUILDER PERMIT FEE	R002	08/28/19	1 BUILDER PERMIT FEE	100.00	-
INTEREST BBVA CK .25%	J008	08/31/19	INTEREST BBVA CK .25%	20.79	-
GENERAL FUND TOTALS				\$109,611.83	\$62,008.72
CAPITAL PROJECTS FUND					
APTIM	3316	08/23/19	CPF-SER 19 PHASE 3 & SBC 2D MODEL	-	119,622.81
COSTELLO INC	3317	08/23/19	CPF- SBC MODEL COORDINATION JUL 19	-	38,408.96
THE MULLER LAW GROUP, PLLC	3318	08/23/19	CPF- CONSTR- LEVEE 08/14/2019	-	2,323.75
TRIPLE B SERVICES, LLP	3319	08/23/19	CPF-SER19-SNAKE SL/SBC IC #4	-	34,072.80
CAPITAL PROJECTS FUND TOTALS				\$0.00	\$194,428.32
DEBT SERVICE FUND - LEVEE IMPROVEMENTS					
THE BANK OF NEW YORK MELLON	3314	08/23/19	DSF-PAY AGENT FEE- SER13/12 LEV	-	1,000.00
BLX GROUP LLC	3315	08/23/19	DSF-ARBITRAGE REBATE SER 2009	-	1,000.00
DEBT SERVICE PAYMENTS	J010	08/29/19	PAY AGENT - WELLS FARGO	-	152,655.00
DEBT SERVICE PAYMENTS	J011	08/29/19	PAY AGENT - BANK OF NY MELLON	-	795,771.90
DEBT SERVICE PAYMENTS	J012	08/29/19	PAY AGENT - AMEGY BANK	-	1,744,049.48
DEBT SERVICE FUND - LEVEE TOTALS				\$0.00	\$2,694,476.38
DEBT SERVICE FUND - ROAD IMPROVEMENTS					
DEBT SERVICE PAYMENTS	J013	08/29/19	PAY AGENT - BANK OF NY MELLON	-	305,383.13
DEBT SERVICE PAYMENTS	J014	08/29/19	PAY AGENT - AMEGY BANK	-	230,325.00
DEBT SERVICE FUND - ROADS TOTALS				\$0.00	\$535,708.13

**FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO 19
CASH TRANSACTIONS
FOR THE PERIOD ENDED SEPTEMBER 27, 2019**

<u>Vendor/Customer</u>	<u>Document</u>		<u>Description</u>	<u>Receipts</u>	<u>Disbursements</u>
	<u>Number</u>	<u>Date</u>			
GENERAL FUND					
CAVALLO ENERGY	3300	09/04/19	6811 1/2 THOMP FERRY TO 8/14/19	-	2,871.42
1 BUILDER PERMIT FEE	R004	09/18/19	1 BUILDER PERMIT FEE	100.00	-
ARNDT, JOHN	3321	09/27/19	PAYROLL - 8/23/19	-	152.44
COOPER, DEAN	3322	09/27/19	PAYROLL - 8/19, 8/21, 8/23/19	-	446.89
IYER, RADHIKA	3323	09/27/19	PAYROLL - 7/17/19, 8/23/19	-	277.05
SHETH, KALAPI	3324	09/27/19	PAYROLL - 8/30, 9/11, 8/13, 9/16/19	-	581.94
WONG, GLENN	3325	09/27/19	PAYROLL - 8/23/19	-	150.12
180 MESSAGING	3326	09/27/19	SERVICES -JULY & AUG 2019	-	4,000.00
COSTELLO INC	3327	09/27/19	GENERAL & PERMITS - AUG 2019	-	2,360.41
FRONTIER	3328	09/27/19	281-499-0269, 9/4/19-10/3/19	-	80.14
RIVERSTONE HOA	3329	09/27/19	3RD QTR 2019 MAINTENANCE	-	50,481.00
LEVEE MGMT SERVICES LLC	3330	09/27/19	SERVICES 9/15/19 - 10/15/19	-	9,838.25
THE MULLER LAW GROUP, PLLC	3331	09/27/19	SERVICES- SEPT 2019	-	5,419.74
NBG CONSTRUCTORS, INC	3332	09/27/19	FLAP GATE WORK-JTPS- AUG 2019	-	30,000.00
OFF CINCO	3333	09/27/19	WEBSITE & ALERTS - AUG 2019	-	876.00
STEWART TITLE	3334	09/27/19	HAGERSON LINEAR PARK TITLE TFR	-	200.00
WTT O'BRIENS'S LLC	3335	09/27/19	FEMA CLAIMS JAN - JUN 2018, AUG 2019	-	4,032.03
YELLOWSTONE LANDSCAPE	3336	09/27/19	TRACTOR MOW & SBC - JULY 2019	-	11,455.00
US TREASURY	3341		3RD QTR 2019 PAYROLL TAXES		
CAVALLO ENERGY	3342		CURRENT MONTH INVOICE		
GENERAL FUND TOTALS				\$100.00	\$123,222.43
CAPITAL PROJECTS FUND					
COSTELLO INC	3337	09/27/19	CPF- SBC EXPANSION THRU 8/31/19	-	18,783.43
THE MULLER LAW GROUP, PLLC	3338	09/27/19	CPF- CONSTR- LEVEE 09/12/2019	-	2,583.75
TRIPLE B SERVICES, LLP	3339	09/27/19	CPF-SER19-SNAKE SL/SBC IC #5	-	19,024.47
CAPITAL PROJECTS FUND TOTALS				\$0.00	\$40,391.65
DEBT SERVICE FUND - LEVEE IMPROVEMENTS					
ZIONS FIRST NATIONAL BANK	3340	09/27/19	DSF - ANNUAL FEE - SER 2016	-	400.00
DEBT SERVICE FUND TOTALS				\$0.00	\$400.00
DEBT SERVICE FUND - ROAD IMPROVEMENTS					
DEBT SERVICE FUND TOTALS				\$0.00	\$0.00

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 19
September 27, 2019
(Unaudited)

SUMMARY OF INVESTMENTS

BANK	ACCT #	RATE	PURCHASE DATE	MATURITY DATE	AMOUNT
GENERAL FUND					
<i>MAX. INVESTMENT PERIOD - 2 YEARS</i>					
TEXPOOL	79202-0000-2	2.1715%			\$ 1,498,678.41
COMPASS BANK - MMA	2530961993	0.2500%			\$ 50,024.44
TOTAL GENERAL FUND INVESTMENTS					\$1,548,702.85
CAPITAL PROJECTS FUND					
<i>MAX. INVESTMENT PERIOD - 12 MONTHS</i>					
TEXPOOL - SERIES 2014 ROAD	79202-0001-0	2.1715%			\$ 13,275.61
TEXPOOL - SERIES 2016 PARK	79202-0001-1	2.1715%			\$ 310,696.52
TEXPOOL - SERIES 2019 LEVEE	79202-0001-2	2.1715%			\$ 7,504,517.22
TOTAL CAPITAL PROJECTS FUND INVESTMENTS					\$7,828,489.35
DEBT SERVICE FUND					
<i>MAX. INVESTMENT PERIOD - 12 MONTHS</i>					
TEXPOOL - LEVEE IMPROV	79202-0000-3	2.1715%			\$ 957,849.70
BBVA COMPASS - CD-LEVEE	90326003	2.0000%	27-Aug-19	25-Feb-20	\$ 247,239.10
CAPITAL BANK - CD-LEVEE	8000038214	2.3000%	06-Aug-19	06-Aug-20	\$ 761,590.04
TEXPOOL - ROAD IMPROV	79202-0000-7	2.1715%			\$ 535,918.90
TOTAL DEBT SERVICE FUND INVESTMENTS					\$2,502,597.74

NET EFFECTIVE INTEREST RATES ON BONDS SOLD

SERIES 2009 - \$4,260,000	5.977141%	Dated May 18, 2009 - Funded Jun.23, 2009 (LEVEE)
SERIES 2012 - \$6,500,000	4.014693%	Dated July 23, 2012 - Funded Aug 22, 2012 (ROADS)
SERIES 2012A - \$6,210,000	3.502610%	Dated Sept 24, 2012 - Funded Oct 23, 2012 (LEVEE)
SERIES 2013 - \$10,000,000	4.833757%	Dated Nov 25, 2013 - Funded Dec 19, 2013 (LEVEE)
SERIES 2014 - \$5,300,000	3.551595%	Dated Sept 22, 2014 - Funded Oct 28, 2014 (ROADS)
SERIES 2015 - \$3,420,000	3.040800%	Dated Sept 22, 2015 - Funded Dec 30, 2015 (REFUNDING)
SERIES 2016 - \$5,935,000	1.265011%	Dated June 27, 2016 - Funded Aug 24, 2016 (PARK)
SERIES 2019 - \$10,725,000	3.316985%	Dated April 4, 2019 - Funded April 30, 2019 (LEVEE)

PUBLIC FUNDS INVESTMENT ACT TRAINING

INVESTMENT OFFICER PAMELA LOGSDON MAY 2019

SCHEDULE OF DEBT SERVICE PAYMENTS

	DUE DATE	SEMI-ANNUAL			ANNUAL AMOUNT DUE
		PRINCIPAL	INTEREST	TOTAL	
FYE 2020 PAID	1-Sep-2019	2,540,000.00	688,184.48	3,228,184.48	
FYE 2020	1-Mar-2020		689,191.26	689,191.26	<u>\$3,917,375.74</u>
FYE 2021 (final pmts for Ser 09 & 16 - Park)	1-Sep-2020	2,625,000.00	689,191.26	3,314,191.26	
FYE 2021	1-Mar-2021		660,792.51	660,792.51	<u>\$3,974,983.77</u>

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 19
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE ONE MONTH ENDED AUGUST 31, 2019

	--Current Period-- Actual	YEAR-TO-DATE			Annual Budget
		Actual	Budget	Variance	
REVENUES					
PROPERTY TAX REVENUE	0	0	0	0	1,000,000
DEVELOPER PERMIT FEES	900	900	416	484	5,000
INTEREST ON INVESTMENTS	2,992	2,992	3,333	(341)	40,000
JOINT PUMP ST REIMB FROM LID 15	0	0	0	0	50,619
TOTAL REVENUES	3,892	3,892	3,749	143	1,095,619
EXPENDITURES					
PROFESSIONAL FEES					
AUDITING FEES	0	0	0	0	14,000
LEGAL FEES - GENERAL	9,250	9,250	17,500	(8,250)	210,000
LEGAL FEES - OTHER	0	0	833	(833)	10,000
FINANCIAL ADVISOR FEES	0	0	0	0	0
ENGINEERING FEES - GENERAL	2,150	2,150	3,750	(1,600)	45,000
ENGINEERING - SPEC PROJ / EVENTS	1,447	1,447	2,250	(803)	27,000
LANDSCAPE ARCHITECH FEES	0	0	0	0	1,000
CONTRACTED SERVICES					
ACCOUNTANT FEES	0	0	2,500	(2,500)	30,000
OPERATOR FEES	5,450	5,450	5,866	(416)	70,400
REPAIRS, MAINTENANCE & PERMITS					
MAINTENANCE & REPAIRS- OPERATOR	0	0	2,916	(2,916)	35,000
MAINTENANCE & REPAIRS- LANDSCAPE	0	0	6,500	(6,500)	115,000
MAINTENANCE & REPAIRS- OTHER	0	0	0	0	0
EMERGENCY RADIO EXPENSE	0	0	245	(245)	2,940
LANDSCAPE MAINTENANCE FEE - HOA	0	0	0	0	201,924
MAINT. & REPAIRS- SPEC PROJ/EVENTS	0	0	0	0	0
WETLANDS/CONSERVATION EXPENSE	0	0	0	0	2,500
LEVEE INSPECT & CERTIFICATION	0	0	0	0	0
PERMIT FEES	0	0	0	0	0
STORMWATER COMPLIANCE & PERMIT	0	0	0	0	6,875
DEVELOPER PERMIT FEES	450	450	250	200	3,000
CHARGES FOR EMERG EVENTS	0	0	8,333	(8,333)	100,000
JOINT PUMP STATION OPERATIONS					
OPERATOR FEES- PUMP STATION	0	0	0	0	2,000
OPERATOR FEES- SUPP. PUMPS	0	0	0	0	2,000
MAINTENANCE - PUMP STATION	30,000	30,000	3,333	26,667	40,000
MAINTENANCE - SUPP. PUMPS	0	0	833	(833)	10,000
SPECIAL PROJ & EVENTS - JT PUMP ST	0	0	0	0	0
UTILITIES - PUMP STATION	2,871	2,871	2,500	371	14,250
LEGAL FEES - PUMP ST	0	0	0	0	0
TELEPHONE - PUMP STATION	80	80	250	(170)	3,000
INSURANCE - PUMP STATION	0	0	0	0	17,000
INSURANCE - SUPP PUMPS	0	0	0	0	4,000
ACCOUNTANT FEES - PUMP STATION	0	0	0	0	800

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 19
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE ONE MONTH ENDED AUGUST 31, 2019

	--Current Period-- Actual	YEAR-TO-DATE			Annual Budget
		Actual	Budget	Variance	
ADMINISTRATIVE EXPENSES					
DIRECTOR FEES	1,650	1,650	2,083	(433)	25,000
TRAVEL AND EXPENSES	85	85	166	(81)	2,000
PAYROLL TAXES	126	126	166	(40)	2,000
ELECTION EXPENSES	0	0	0	0	5,000
MEETING EXPENSES	0	0	208	(208)	3,000
PRINTING/OFFICE SUPPLIES	191	191	1,250	(1,059)	3,000
INSURANCE	0	0	0	0	8,000
PUBLIC COMM - MESSAGING / WEBSITE	2,876	2,876	2,750	126	33,000
LEGAL NOTICES	0	0	0	0	200
BANK CHARGES	29	29	33	(4)	400
DUES	0	0	0	0	5,650
TOTAL EXPENDITURES FROM OPERATIONS	56,655	56,655	64,515	(7,860)	1,054,939
EXCESS REVENUES (EXP) FROM OPERATIONS	(52,763)	(52,763)	(60,766)	8,003	40,680
GOVT AGENCY CONTRIBUTION	0	0	0	0	0
TRANSFER FROM CAP PROJECTS FUND	0	0	0	0	50,000
PARK IMPROVEMENTS	0	0	0	0	0
FUTURE CPF REIMB FROM BOND SALE	0	0	(10,000)	10,000	(50,000)
CAPITAL OUTLAY - CONSTR / FACILITIES	0	0	0	0	0
CAPITAL OUTLAY - LAND	(200)	(200)	0	(200)	0
EXCESS REVENUES (EXPENDITURES)	(52,963)	(52,963)	(70,766)	17,803	40,680

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO 19
UTILITY BILLINGS
FOR THE CURRENT YEAR THRU AUGUST 14, 2019

<u>SERVICE PROVIDER</u>	<u>BILLING START DATE</u>	<u>BILLING END DATE</u>	<u>CONSUMPTION KWH</u>	<u>INVOICE CHARGE</u>
<u>JOINT PUMP STATION AT 6811 1/2 THOMPSON FERRY RD, SUGARLAND TX 77449</u>				
FISCAL YEAR 2016 TOTALS			<u>208,597</u>	<u>\$ 54,805.86</u>
FISCAL YEAR 2017 TOTALS			<u>101,164</u>	<u>\$ 33,859.28</u>
FISCAL YEAR 2018 TOTALS			<u>190,775</u>	<u>\$ 45,167.78</u>
CAVALLO	07/17/18	08/14/18	7,434	\$ 2,831.92
CAVALLO	08/15/18	09/13/18	6,905	\$ 685.77
CAVALLO	09/14/18	10/14/18	7,394	\$ 674.48
CAVALLO	10/15/18	11/12/18	10,894	\$ 3,041.38
CAVALLO	11/13/18	12/13/18	17,585	\$ 2,886.72
CAVALLO	12/14/18	01/16/19	42,934	\$ 4,777.37
CAVALLO	01/17/19	02/14/19	7,330	\$ 2,567.75
CAVALLO	02/15/19	03/17/19	7,606	\$ 2,574.47
CAVALLO	03/18/19	04/15/19	6,699	\$ 2,525.54
CAVALLO	04/16/19	05/15/19	65,490	\$ 6,332.80
CAVALLO	05/16/19	06/16/19	12,925	\$ 3,170.82
CAVALLO	06/16/19	07/16/19	7,605	\$ 2,907.74
FISCAL YEAR 2019 TOTALS			<u>200,800</u>	<u>\$ 34,976.76</u>
CAVALLO	07/17/19	08/14/19	7,183	\$ 2,871.42
FISCAL YEAR 2020 TOTALS			<u>7,183</u>	<u>\$ 2,871.42</u>



Action Item List:

19. Emergency operations projects:
 - a. Vehicular access improvements is included in the current version of the District Bond Issue No. 4. No progress until bids are received for the Steep Bank Creek Pump Station Expansion.
20. Steep Bank Creek Pump Station Matters
 - b. Proposed facility expansion – Construction plans are under development.
21. **Regional Drainage Projects**
 - a. No update on the FBC drainage criteria.
 - b. **Phase 2 hydrologic package has been received. Peer review is underway.**
 - c. **Hageron Road Interconnect**
 1. **Pay application no. 5 - \$384,993.52 to Triple B Services. Of the total \$19,024.47 is FBCLID 19 share. Recommend payment.**
22. Misc. Engineering Matters: Easements, encroachments, deeds: None this month.
 - a. University Boulevard – Watershed Interconnect Alcorn Bayou to Steep Bank Creek
 1. Design is complete and we have received approval from Fort Bend County and the drainage district.
 2. Estimated Construction Cost = \$492,000 (LID 19 Share: 50% = \$246,000)
23. Project Financing Matters
 - a. Park bond issue is not currently under development.
 - b. Bond Application Report No. 4: Final bond application report approved by the TCEQ. The size is \$10,725,000 and includes the following projects:
 - a. Steep Bank Creek Pump Station Expansion
 - b. Snake Slough/Steep Bank Creek Interconnect
 - c. Alcorn Bayou/Steep Bank Creek Interconnect
 - d. Hard surfacing project on levee
 - e. Emergency Operations Center
 - f. Emergency Signage
 - g. Storage Building for Mobile Pumps
 - h. The Grove Detention and Mass Grading Project (Completed)
 - i. The Grove Land Costs
 - j. Steep Bank Creek Watershed Drainage AnalysisExcluded Projects: Steep Bank Creek Area Regional Drainage Project

Presented by:
Chad E. Hablinski, P.E.
Costello, Inc.

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Levee Management Services, LLC

Fort Bend County LID 19

Monthly Report

September 27, 2019



Fort Bend County LID #19

Monthly Report

Summary:

During the previous month LMS continues to make levee and outfall structure rounds. We are also making progress taking care of active issues and moving them to the archived tab on our website for board review. Listed below are some of the items we have been addressing.

Agenda #18

a. Levee:

- Trash and debris cleared from district.
- After recent rains, levee grass stand and structure is in good shape.

Ditches/Detention:

- Steep Bank Creek clean out of trash and debris continues.
- Cleared trash and debris from channel and LJ Parkway bridge after heavy rains

Pump Station:

- Cleared outfall structure of silt and debris after recent rains.
- Cleared pump chamber of trash and debris after recent rains.
- **Generator Oil and Circulation Pump replacement. Price not to exceed: \$7,000.**
 - **Emergency repaired approved by board President, work was completed.**

b. Flat Band Diversion repairs by county.

- No update

c. FEMA update

- In progress



Tropical Storm Imelda:

Tropical Storm Imelda hit Fort Bend County on Monday 9/16/19 dropping very little rain in the district. All drainage channels and detention were well inside of bank and the district remained on gravity flow the entire week. On Thursday 9/19/19, 4" of rain fell in a 6-hour span which did cause major street ponding throughout the district, and roads around Riverstone to be impassible until rains slowed and water receded. A total of 5.6" of rainfall fell in Riverstone during the week of the storm. Currently the river projects are staying well out of Action Stage, and no increased river levels are projected.

Agenda #19

Emergency Operations Matters:

- Update: Supplemental Pump that seized during operation has been taken to the shop for repairs. Working with Barco Pump on costs associated with warranty. Pump to be returned Oct 7th.

Committee meeting topics:

- **RMS pricing** – Initial pricing \$150,000 for system. Working with Costello to add with Pump Station expansion to bring down costs. Committee decided to hold off on upstream gauges.
- **Emergency lighting** – Decision to be picked up under pump station rework master plan from Costello.
- **Fencing access rework** – Decision to be picked up under pump station rework master plan from Costello.
- **Levee top access with Supplemental pumps deployed** – Working with Costello and committee on options.
- **All spare parts for the supplemental pumps**- are priced and can arrive within 2 weeks, will discuss with committee. **Pump Covers (ordered \$400 ea.)**, Gaskets, Filters, Spare hoses for fluids, DEF (on site), Bolts (on site).
- **Sluice and Flap Gate adjustments.** – Initial approved work is complete. Additional parts to be priced out and ordered to give insure proper seals.
 - Additional work includes, gaskets on flap gates, metal seal stop replacements. \$56,000 total project costs.
- **Bauer Pipe racks** - for tear down and storage. Price per rack \$800. Racks hold 9 pipes, total of 32 racks needed in the future. With pipe used, 25 needed at tear down. Price for 32, \$25,600. Approval for 25, \$20,000.



TBG

Ft. Bend County LID 19

Landscape Architects Report

Status Report
September 27, 2019

12. Park and Recreational Facilities Matters

A. Emergency Notification Sign no. 2

- 1.) Location Recommendation
- 2.) Cost Estimate
- 3.) TBG Proposal for Design Services

9/04/19



TBG

Fort Bend Levee Improvement District 19 Board of Directors
c/o Muller Law Group, PLLC
202 Century Square Blvd.
Sugar Land, TX 77478

Proposal for Professional Design Services
Client: Fort Bend Levee Improvement District 19
Project: Riverstone LID Monument Sign #2
Location: Oilfield Road
TBG Project: # H18487

Dear Fort Bend Levee Improvement District 19 Board of Directors,

The Broussard Group, Inc. dba TBG Partners (TBG) is pleased to submit this Proposal for Professional Design Services (the Proposal) for the above referenced Project.

TBG works in collaboration with your team of professional consultants (the Design Team) to achieve your overall Project goals. Once executed, the Proposal with attached Terms and Conditions, incorporated herein by reference, will serve as the parties' agreement for TBG's scope of services for the Project (the Agreement).

TBG
3050 post oak blvd.
suite 1100
houston, texas 77056

[713] 439 0027
tbgpartners.com

the project

This project consists of hardscape, landscape and irrigation associated with a new LED monument sign along Oilfield Road within the Riverstone community. Our approach includes a particular level of design service required to realize the unique opportunities presented by the Project and the associated site, taking into account design of amenities as well as fixtures and finishes commensurate with the exclusive nature of the Riverstone Community.

TBG will prepare and develop the site design and implementation documents to include the following:

- 01_ One (1) entry monument sign along Oilfield Road
- 02_ Landscape and irrigation at entry monument sign, as required by City of Missouri City
- 03_ LED Signage panel and battery backup by Daktronics

basic services

TBG will provide these Basic Services based on the Proposal Assumptions that follow. Additional Services may be available, per the terms described later in the Agreement.

TBG's design process divides Basic Services into three distinct phases: I. Discovery, II. Development, and III. Delivery. By adhering to these three phases in our design process, projects move seamlessly from an idea to implementation.

Development

To develop the project vision and craft its form and function, from design through documentation, including these ongoing tasks:

- Task One: Schematic Design
- Task Two: Design Development
- Task Three: Construction Documentation

Delivery

To consult in the implementation of the project's vision through the construction phase, ensuring compliance with the intent of the overall design and its accompanying story. Tasks include:

- Task Four: Bidding and Negotiation Assistance
- Task Five: Pre-Construction
- Task Six: Construction Observation

basic services (cont.)

Integrated within each phase of our design process, TBG will also evaluate and apply performance factors to seek sustainable value for the project and its users, including social, ecological and economic influences. These factors (triple bottom line) when used to substantiate an authentic vision or story for the project is what we believe creates meaningful places for the unfolding of life's stories.

development

Task I.

Schematic Design

Description of Services

TBG will develop a schematic design package for the project, accommodating the program based on the Client's and Design Team's objectives, as determined above. Schematic design will serve to organize the site with program elements, optimize spatial and performance objectives and begin to establish an overall design framework / design approach.

Deliverables

- Conceptual design of entry monument sign and associated landscape, maximum of one (1) concepts and locations for Client to review
- Sign Elevation Options (maximum of one (1) concepts for Client review)
- Preliminary Opinion of Probable Construction Cost

Task II.

Design Development

Description of Services

TBG will work with the Client and consultant team to further develop the design concepts for the project based on Client and Design Team review and comment to the schematic design package. This task will serve to finalize the site plan and selection of materials for the project

Deliverables

- Scaled drawings (may include plan enlargements, sections, details, material samples, colors) to communicate design direction and intent
- Preliminary utility requirements, power requirements
- Refined Opinion of Probably Construction Cost

Development (cont.)

Task III.

Construction Documentation

Description of Services

TBG will prepare construction drawings and specifications to properly describe the scope of the project. These documents will be suitable for review and for competitive bidding purposes.

Deliverables

- Plan layout of all site hardscape, planting, irrigation and site amenities
- Irrigation plans for 100% coverage of specified areas with an automated system
- Detailing that supports the hardscape, planting, irrigation and landscape/pedestrian design. This work will be coordinated with the Client's design consultant team as required.
- TBG will prepare technical specifications to describe the quality of craftsmanship and materials for the project.
- TBG will provide a complete set of construction documents and specifications in electronic PDF format and in a form suitable for competitive bids.

delivery

Task IV.

Bidding and Negotiation Assistance

Description of Services

TBG will work with the Contractor and Design Team to issue supplemental instructions and clarifications as needed during this task. We will also assist the Client and Contractor in reviewing bid tabulations and make recommendations regarding qualified subcontractors. TBG will provide the following services during this task:

- Coordinate competitive bidding for the package
- Respond to questions during the bidding and/or contract negotiations
- Assist in the interview/recommendation of subcontractors.
- Provide proper and timely information and clarifications
- Tabulate bids received

Deliverables

- Clarification of addenda and/or supplemental drawings as required
- Attendance at one (1) pre-bid meeting
- Bid Tabulation and Notice of Bids Received

delivery (cont.)

Task V.

Pre-Construction (HOURLY)

Description of Services

TBG will review, mark-up and return submittals, shop drawings and RFI's related to landscape scope for the above-mentioned site/project elements. Included within this scope will be:

- Review submittals and RFIs
- Review all requested shop drawings

Deliverables

- Review and prepare responses to Contractor RFIs.
- Review, mark-up and return of shop drawings and submittals
- Attendance at one (1) preconstruction meeting

Task VI.

Construction Observation (HOURLY)

Description of Services

TBG will visit the site during construction and be present for the Client's meetings as indicated below. We will observe the work of the Contractor to generally determine performance and quality of the construction as related to the intent of the construction documents and specifications. We will observe grading, hardscape, planting and soil placement as well as irrigation installation. TBG will assist in the determination of the Contractor's substantial completion and prepare a punch list initiating the contractor's maintenance and warranty obligation. The final extent of services to be provided during this phase is to be determined, contingent upon Owner input, construction requirements and contractor's quality. We have outlined below a traditional construction observation scope of work. This phase will be provided on a time and materials basis at the hourly rates noted herein. Included within this scope will be:

- Attend construction meetings and visit the site with the Design Team (to the extent noted below)

Deliverables

- Provide field reports based on site observations
- Maintain photo file of the construction
- Provide punchlist
- Provide Certificate of Final Acceptance

proposal assumptions

TBG's Proposal assumes and is contingent upon the following:

- TBG understands that the Project will be delivered as one (1) construction document package. Client understands and agrees that division of documents into multiple phases or releases will result in compensation for additional services.

proposal assumptions (cont.)

- TBG understands that this project will be developed and delivered within an AutoCAD format and platform.
- This proposal includes design fees for
 - Structural engineering of the messaging sign
- TBG will coordinate with Client's other consultants in the design team, to the extent their scope of work relates to the landscape architectural design elements within the project. No fees for these consultants have been included in basic services. As schematic design and design development progress, we will make recommendations for additional sub-consultants, as needed, at an additional fee. The following engineering tasks are not included in Basic Services:
 - Civil engineering of roads, parking and site utilities
 - MEP engineering
 - Architectural, MEP and structural services for site buildings, if any.
- Rough grading and storm drainage systems will be designed and documented by civil engineer, including utility rough ins, and site area drainage maps. TBG will coordinate with the SPLID district engineer for its design requirements and final approval.
- TBG will submit for any jurisdictional approvals.
- TBG estimates the duration for construction related to TBG's scope of services to be approximately 2 months. Throughout this period, TBG will be available for construction meetings as well as construction site visits to observe and/or approve work completed by the construction team.
- Client will provide surveys, record drawings, and geotechnical and other investigations that TBG may request to execute the work properly.
- Client will review and provide comments on drawings and outline criteria provided by TBG.
- TBG will not provide as-built documentation.
- TBG will not provide irrigation design and documentation for systems supplied by reclaimed or auxiliary water systems, e.g. well water, rainwater/condensate harvesting, and Type 1 reclaimed water.
- TBG will not participate in zoning efforts.
- TBG shall not be required to sign any documents that would result in its having to certify, guaranty, or warrant the existence of conditions that it cannot independently ascertain.
- Client shall provide the following information or services as required for performance of the work. TBG assumes no responsibility for the accuracy of such information or services and will not be liable for errors or omissions therein or the effect of same on TBG's work. Should TBG be required to obtain or compile this information, such services will be charged as Additional Services.
 - Legal descriptions of property
 - Traffic Impact Analysis
 - Topography and boundary surveys
 - Existing engineering and utility base information
 - ACAD preparation of approved concept. Fees will be proposed upon Client's request.
 - Irrigation design, based on water supply from a domestic city source

budget

TBG will work with the Client and/or construction manager (CM) in preparing and managing the development budget related to TBG's work, starting at schematic design. TBG will only proceed with each subsequent task of service upon receipt of Client's authorization, based upon design documents and contractor/CM prepared budget. TBG will maintain conformance of all documents with the budget within each task of service.

TBG has assumed a budget of \$65,000 (see attached exhibit A) for the scope of work identified above. Should the budget be reduced or increased in excess of 10% between the time of completion of schematic design and construction documents, TBG will be entitled to compensation for the additional services involved.

schedule

Services described herein are contingent upon schedule requirements provided by the Client. Following are specific assumptions contained herein that are the basis for fees and services proposed. Any changes to the assumptions provided will require written acknowledgement and approval of the Client.

fees for professional services

Each task below has been written on a lump sum fee basis. The fee for this basic Scope of Services will be billed monthly based on hours completed for each task as follows:

Development Task I-III. Schematic Design, Design Development, Construction Documents	\$ 7,000
Delivery Task IV Bidding and Negotiation Assistance	\$ 1,500
Task V. & Task VI Pre-Construction Services & Construction Observation (HOURLY)	(HOURLY)
TBG Basic Services Total Fees	\$ 8,500

. Fees for structural engineering are included in fees above.

fees for additional services

Additional Services will be billed on an hourly basis unless otherwise agreed.

Fees for other sub-consultants, such as referenced in Proposal Assumptions, including MEP, architectural, civil engineering are not included in the Total TBG Basic Services Fee.

TBG Hourly Rates	
Staff 1	\$50-\$60
Staff 2	\$65-\$85
Staff 3	\$90-\$110
Staff 4	\$115-\$140
Staff 5	\$145-\$250

reimbursables

The following costs shall be reimbursed at cost plus ten percent and are not included in the fee for professional services:

- Cost of copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract
- Travel associated with the project, including, but not limited to, mileage (current IRS rate), airfare, automobile rental, hotel and meals
- Cost of postage and shipping expenses other than first class mail
- Long-distance telephone and facsimile charges
- Photographic services, film and processing
- Cost of digital scanning
- Cost of printing for small and large format plots black and white as well as color plots
- Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by the Client
- Fees for additional consultants retained with the approval of the Client
- TAS Plan Review and Inspection Cost
- Jurisdictional Plan Review Cost
- PlanGrid charges
- Drone aerial flights, videos and still photos.

If the above scope of services and compensation outlined above meet with your approval, please sign below and return one copy of this proposal for our files. We look forward to the opportunity of working with you. Please do not hesitate to call if you have any questions or need additional information.

If the Proposal and the Terms and Conditions that follow, which are incorporated herein by reference, meet with your approval, please sign below and return one copy to TBG for our files. TBG must receive a signed copy of the Agreement in order to proceed with the work. We look forward to working with you on this unique project.

Please do not hesitate to call if you have any questions or need additional information.

Sincerely,



Meade Mitchell
Principal

Approved and agreed: Fort Bend Levee
Improvement District 19

BY Authorized Agent

DATE

terms and conditions

A. Effective Date

This Agreement shall become effective upon the date of execution by the Client.

B. Standard of Care

All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related landscape architect services performed or furnished by the Landscape Architect under this Agreement will be the care and skill ordinarily provided by competent professionals practicing under similar circumstances; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent landscape architect. Landscape Architect will be responsible for all damages sustained by District as a result of a failure to abide by the Standard of Care.

C. Guaranty of Certifications

Unless specifically provided for elsewhere in this Agreement, TBG Partners makes no warranties, representations or guarantees that the Project will actually achieve or receive any certification by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U. S. Green Building Council, or any other similar state, local or national environmental building program. Similarly, unless otherwise provided for in this Agreement, TBG Partners makes no warranties, representations or guarantees regarding the energy use or operating costs or expenses of the Project.

D. Parties to this Agreement

This is a professional services Agreement that TBG is entering into for the exclusive benefit of the Client. There are no intended third-party beneficiaries of the Agreement. TBG agrees not to assign this Agreement or any causes of action that arise under it without the express consent of the District.

E. Ownership of Documents

All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the District, provided that TBG has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. TBG agrees that it shall not reuse any portion of the Documents that is unique to the District's Projects or Projects for any other client, without the express written consent of the District, which consent will not be unreasonably withheld. TBG may retain a set of reproducible record copies of the Documents, in consideration of which it is mutually agreed that the District will use such Documents solely in connection with the Project covered by the Agreement and for no other purposes, except with the express written consent of TBG, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of TBG shall be at the District's sale risk.

terms and conditions (cont.)

All materials and information that are the property of District and all copies or duplications thereof shall be delivered to District by Landscape Architect, if requested by District, upon completion of Services. Landscape Architect may retain one (1) complete set of reproducible copies of all of its instruments of service.

F. Design Requirements.

Construction plans and specifications shall conform to the design criteria and regulations of all agencies and political subdivisions with jurisdiction over the project at the time of design, including the Texas Commission on Environmental Quality. In the event the plans and specifications do not conform to any such entity's criteria, the Landscape Architect shall redesign the plans and specifications to conform to such criteria at no cost to the District.

G. Intentionally omitted)

H. Statements and Payment

Fees for professional services and reimbursable expenses will be invoiced to the Client monthly based on hours completed for each task. A task-by-task description of work performed will be submitted with each invoice. TBG reserves the right to suspend services in the event that invoices exceeding a total amount of \$5,000 remain unpaid for more than forty-five (45) days.

I. Termination

The client may terminate this Agreement upon written notice to TBG, in which event client shall compensate TBG for all work performed by TBG prior to termination. TBG may terminate this Agreement upon ten (10) days' written notice to owner after the occurrence of any of the following:

1. The client's failure to pay TBG's invoices within forty-five (45) days;
2. Suspension of the Project for more than sixty (60) days;
3. The client's material default of any terms of this Agreement; or
4. The client's failure to execute this Agreement.

Upon delivery of such termination notice by the District to the Landscape Architect, unless the notice states otherwise, the Landscape Architect shall immediately discontinue all services and deliver to the District copies of all completed or partially completed designs, drawings, specifications, reports, or any other document under Ownership of Documents prepared by Landscape Architect pursuant to this Agreement within fourteen (14) days of the effective date of termination, at no additional cost to the District.

J. Risk Allocation

TBG will be responsible only for its own work and not for defects in the work designed or built by others, except to the extent TBG fails to observe the Standard of Care included above.

terms and conditions (cont.)

K. Dispute Resolution

As a condition precedent to either the Client or TBG's filing of any claim in litigation, the President of TBG and the Client shall meet within thirty (30) days of a request by either party to attempt to resolve the dispute. TBG will not be required to participate in any mediation or arbitration proceeding with any parties other than the Client without TBG's consent. Venue for any dispute arising out of the services provided by TBG under this Agreement shall be in the District Court of Travis County, Texas.

L. Indemnification

GENERAL. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDSCAPE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS DISTRICT, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES (HEREINAFTER REFERRED TO INDIVIDUALLY AS AN "INDEMNITEE" AND COLLECTIVELY AS THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY INDEMNITEES WHICH ARE:

1. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL;
2. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF LANDSCAPE ARCHITECT'S STANDARD OF CARE, BY THE LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL;
3. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL;
4. DUE TO THE FAILURE OF LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR

terms and conditions (cont.)

5. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, **BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE LANDSCAPE ARCHITECT, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE LANDSCAPE ARCHITECT EXERCISES CONTROL.**

M. Revised Project Budget

If the project budget defined by the scope of services is increased or decreased by more than ten percent (10%) after the design/development phase of the work, the time and effort required to redesign the project within the new budget will be considered additional services to this Agreement.

N. Insurance Requirements.

The Landscape Architect shall obtain and maintain, and shall require its subcontractors to obtain and maintain throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Landscape Architect shall furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Landscape Architect, name of the insurance company, policy number, term of coverage, and limits of coverage. The Landscape Architect shall cause its insurance companies to provide the Owner with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Landscape Architect shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

terms and conditions (cont.)

- B. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
- | | |
|-------------|---|
| \$2,000,000 | general aggregate limit |
| \$1,000,000 | each occurrence, combined single limit |
| \$2,000,000 | aggregate Products, combined single limit; and |
| \$1,000,000 | aggregate Personal Injury/Advertising Liability |
| \$50,000 | Fire Legal Liability |
| \$5,000 | Premises Medical |
- C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- D. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
- E. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate. The Owner and the Owner's directors shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Landscape Architect shall contain a waiver of subrogation in favor of the Owner and the Owner's directors, with the exception of insurance required under paragraph "e". In addition, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not in excess of any other insurance available to the Owner, and without rights of contribution or recovery against the Owner or from any such other insurance available to the Owner. The Landscape Architect, and not the Owner, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required by the Landscape Architect.
0. REIMBURSEMENT OF DISTRICT'S FEES IN DEFENSE OF CLAIMS. To the extent District incurs attorneys' fees in defense of any claim asserted against the District which arises or results from the alleged acts or omissions of the LANDSCAPE ARCHITECT described in Section "N". above, LANDSCAPE ARCHITECT shall reimburse District its reasonable attorneys' fees in proportion to the LANDSCAPE ARCHITECT'S liability found after a final adjudication of liability.

terms and conditions (cont.)

- P. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations or the additional insured requirements in this Agreement such legal limitations are made a part of the contractual obligations and shall operate to amend the obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect. Should any provision or any part of any provision of this Agreement be held invalid, unenforceable or contrary to public policy, law, statute or ordinance, then the remainder of the provision, paragraph, section, and/or Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- Q. The obligations contained in the insurance or indemnity sections shall survive the expiration, completion, abandonment, and/or termination of the Agreement and final completion of the work and any other services to be provided pursuant to this Agreement to the extent and for the time periods provided allowed under Texas law.
- R. No provision herein shall be construed to increase the District's liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the District may have.
- S. Personnel
Landscape Architect agrees that during Landscape Architect's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of the Services. District shall have the right to review the personnel assigned by Landscape Architect, and Landscape Architect shall remove any personnel not acceptable to District. Landscape Architect may remove personnel assigned to a Task Order without District's prior approval, provided the progress of the Services shall not be unreasonably impaired.
- T. Permits and Licenses.
Landscape Architect represents to District that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.
- U. Certification or Sealing of Instruments of Service by Professional Landscape Architect. All specifications, drawings, and other Landscape Architecting documents that are prepared by Landscape Architect shall be certified or sealed by a registered professional Landscape Architect. Such certifications or seals shall be valid for the State of Texas.

terms and conditions (cont.)

V. Severability.

Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

W. Certifications.

By its signature below, Landscape Architect, as a "Company," as defined in Texas Government Code Section 808.001, certifies and agrees that it (i) does not, nor will not so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code, and (ii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code.

X. The relationship between TBG and the District under this Contract and otherwise shall be that of independent contractor. TBG is not by the terms of this Agreement or otherwise, an agent, employee, or representative of the District.

EXHIBIT A



PARTNERS

LID 19 Messaging Sign 2

Opinion of Probable Construction Cost

Prepared by TBG Partners

September 4, 2019

LID 19 Message Sign 2					
ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
CMU Monument Sign, concrete footing and piers, stone veneer and cast stone cap	EA	1	\$ 25,000.00	\$ 25,000.00	Per Monument Sign 1 Bid Average
Includes: Landscape Allowance (50% of Perimeter)					
Battery Backup System (By Daktronics)	EA	1	\$ 5,500.00	\$ 5,500.00	Per Atlas Quote 9-3-19
Daktronics Single Face LED message panel	EA	1	\$ 30,000.00	\$ 30,000.00	Per Atlas Quote 9-3-19
			Subtotal	\$ 60,500.00	
			3% Payment/Performance Bond	\$ 1,815.00	
			5% General Condition	\$ 3,025.00	
			Grand Total	\$ 65,340.00	