

**HARRIS COUNTY**  
**PUBLIC INFRASTRUCTURE DEPARTMENT**

1001 Preston, 7<sup>th</sup> Floor  
Houston, Texas 77002  
(713) 755-4400

July 6, 2005

Commissioners Court  
Administration Building  
Houston, Texas 77002

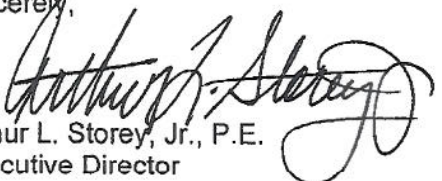
**SUBJECT: Recommendation that the attached revision to the Regulations of Harris County for Approval and Acceptance of Infrastructure related to submerged storm sewers be approved.**

Dear Court Members:

It is recommended that the attached revision to the Regulations of Harris County for Approval and Acceptance of Infrastructure related to submerged storm sewers be approved. This will allow the use of submerged storm sewers, provided they are maintained by a political subdivision of the State other than the County or Flood Control District.

Upon the expiration of five years, Public Infrastructure will inspect these systems and make recommendations to the Court. These recommendations will include whether the storm sewer systems should be accepted into the County system, and if so, under what conditions. Attached you will find support letters from the Greater Houston Builders Association, Houston Real Estate Council and the Houston Council of Engineering Consultants regarding this proposal.

Sincerely,

  
Arthur L. Storey, Jr., P.E.  
Executive Director

cc: Jackie Freeman  
John Blount  
Raymond Anderson  
Shannon Watson  
John Sakolosky

# HARRIS COUNTY

Public Infrastructure Department  
Architecture & Engineering Division

10555 Northwest Frwy., Suite 120  
Houston, Texas 77092  
(713) 956-3000

## SUBMERGED STORM SEWER AGREEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, hereinafter called "County" and \_\_\_\_\_, hereinafter called "District".

### RECITALS:

WHEREAS, \_\_\_\_\_ is developing (Name of Subdivision and Section(s), if applicable) \_\_\_\_\_, a residential development; and

WHEREAS, the storm sewer system as designed is submerged during non-rainfall periods; and

WHEREAS, the County is unwilling to accept and maintain the storm sewer system at this time; and

WHEREAS, the District has expressed a willingness to accept dedication of the system;

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

### TERMS:

1. The District accepts the dedication of the storm sewer system serving (Name of Subdivision and Section[s], if applicable) \_\_\_\_\_ as part of the District's storm sewer system.

2. The County agrees to promptly forward to the District any requests received by Harris County for maintenance and repair of the storm sewer system.

3. It is understood and agreed that any acceptance of the dedication of any roads served by the storm sewer system shall not be construed as acceptance of the storm sewer system or any part thereof into the County's road system except to the extent such acceptance is expressly stated. While the County expressly disclaims any acceptance of the storm sewer system into the

County storm sewer system, the County shall retain the right but not assume the obligation to make any and all necessary emergency repairs or perform maintenance of the storm sewer system.

4. The District’s acceptance of the storm sewer system includes such items as trunk lines, leads and inlets, but does not include any “amenity” feature of a system.

5. The District agrees that in maintenance or repair of the storm sewer system, it shall not allow any damage of public street paving, and that all actions within the road right-of-way shall be in accordance with applicable Harris County rules, regulations and requirements.

6. The County agrees to reevaluate acceptance of the drainage system into the County maintenance system on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

7. This instrument contains the entire agreement between the parties relating to the responsibilities and requirements of the maintenance of the storm sewer systems within the (Name of Subdivision and Section(s), if applicable)\_\_\_\_\_ development. Any modifications concerning this instrument shall be of no force and effect accepting a subsequent modification in writing, approved by the governing bodies and signed by all parties hereto.

IN TESTIMONY OF WHICH, this agreement has been executed on behalf of the parties hereto as follows, to wit.

It has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, been executed on behalf of the County by the County Judge of Harris County, Texas pursuant to an Order of the Commissioners’ Court of Harris County authorizing such execution.

It has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, been executed on behalf of the District by a duly authorized officer, as attested by its Secretary.

HARRIS COUNTY

By: \_\_\_\_\_

Ed Emmett, County Judge

(Name of District) \_\_\_\_\_

By: \_\_\_\_\_

Name and Title

Attest: \_\_\_\_\_

Name - Secretary

**STATE OF TEXAS** §  
§  
**COUNTY OF HARRIS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by Ed Emmett, County Judge of Harris County, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(Notary's Printed Name)

**STATE OF TEXAS** §  
§  
**COUNTY OF HARRIS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of said  
District.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
(Notary's Printed Name)