

## NOTICE OF CITY COUNCIL WORKSHOP MEETING

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN A WORKSHOP SESSION OPEN TO THE PUBLIC AS FOLLOWS:**

**DATE:** Tuesday, January 28, 2014

**TIME:** 6:00 p.m.

**PLACE:** Rosenberg City Hall  
City Hall Council Chamber  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

**PURPOSE:** City Council Workshop Meeting, agenda as follows:

During a City Council Workshop, the City Council does not take final action on the agenda items and any consideration of final action will be scheduled at a Regular or Special City Council Meeting. Public comments are welcomed at Regular or Special City Council Meetings. No public comments will be received at a Workshop Meeting.

**The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Title 5, Chapter 551, of the Texas Government Code.**

Call to order: City Hall Council Chamber

### AGENDA

1. Review and discuss the lease of City-owned property for hay production, and take action as necessary to direct staff. (Maresh)
2. Review and discuss sanitary sewer collection system, lift station and wastewater treatment plant rehabilitation project, and cost estimates for Wastewater Treatment Plant 1-A service area, and take action as necessary to direct staff. (Maresh)
3. Review and discuss proposal for engineering services for providing Construction Project Representation Services for 2014, and take action as necessary to direct staff. (Maresh)
4. Review and discuss ornamental street light policy, and take action as necessary to direct staff. (Tanner)
5. Review and discuss proposed amendments to the "Solicitation" Ordinance, and take action as necessary to direct staff. (Warren)
6. Review and discuss potential appointment of a Charter Review Committee, and take action as necessary to direct staff. (Benton)
7. Review and discuss potential appointment of a Bond Election Committee, and take action as necessary to direct staff. (Benton)
8. Review and discuss proposed setbacks for trash and recycle carts, and take action as necessary to direct staff. (Benton)
9. Review and discuss vehicle weight limits for specific streets, and take action as necessary to direct staff. (Benton)
10. Consider motion to adjourn for Executive Session.
11. Hold Executive Session to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code; and, to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, for deliberations regarding economic development negotiations as authorized by Section 551.087 of the Texas Government Code.
12. Adjourn Executive Session, reconvene into Workshop Session, and take action as necessary to direct staff as a result of Executive Session.
13. Adjournment.

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2014, at \_\_\_\_\_ m.,

by \_\_\_\_\_.

\_\_\_\_\_  
Attest:  
Linda Cernosek, TRMC, City Secretary

\_\_\_\_\_  
Approved for Posting:  
Robert Gracia, City Manager

\_\_\_\_\_  
Approved:  
Vincent M. Morales, Jr., Mayor

**Reasonable accommodation for the disabled attending this meeting will be available; persons with disabilities in need of special assistance at the meeting should contact the City Secretary at (832) 595-3340.**



# CITY COUNCIL COMMUNICATION

## January 28, 2014

ITEM #	ITEM TITLE
1	Lease of Real Property for Hay Production Discussion
<b>ITEM/MOTION</b>	

Review and discuss the lease of City-owned property for hay production, and take action as necessary to direct staff.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time  
 Recurring  
 N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:**  
Revenue Fund

- District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

- Vacek Lease Agreement – 03-06-12
- City Council Meeting Minute Excerpt – 03-06-12

**APPROVALS****Submitted by:**

John Maresh  
Assistant City Manager

**Reviewed by:**

- Finance Director   
 City Attorney  
 City Engineer  
 Assistant City Manager  
 Parks and Recreation Director

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This item has been placed on the Workshop Agenda to offer City Council the opportunity to discuss extending the Lease of Real Property for Hay Production (Lease). A copy of the current Lease Agreement, which includes maps identifying the locations of the properties, is included in the packet. The Lease includes approximately 209 acres of open acreage. The annual Lease payment generates a positive cash flow of \$3,858.60. Based on the current right-of-way mowing contract rate for open acreage (\$17.50/acre X 6 mowing cycles), it would cost the City approximately \$21,945.00 per year to keep the property mowed if it were not leased for hay production. The initial two-year Lease will expire on April 01, 2014. The Lease does provide the City with the option to extend for two (2) additional one-year terms. The present "Lessee" is Pete F. Vacek, Jr., and he has abided by the terms of the Lease and staff has not encountered any issues or problems during the past two (2) years.

Staff is recommending City Council approve both of the additional one-year terms at this time, thereby extending the current Lease with Pete F. Vacek, Jr., until April 01, 2016, in the amount of \$3,858.60 per year.

Lease

This Lease, made and entered into this 1<sup>st</sup> day of April, 2012, by and between the City of Rosenberg ("Lessor") with address at 2110 Fourth Street, Rosenberg, Texas 77471, and Pete F. Vacek, Jr. ("Lessee") with a mailing address of P.O. Box 616, Needville, Texas 77461.

WHEREAS, the Lessor owns and controls the surface rights in, on and related to the tract of real property ("Land"), which is described as:

- Parcel A. – Approximately 70.8 Acres, located on Ricefield Road as shown on map attached as Exhibit "A".
- Parcel B. – Approximately 22.49 Acres, located on Avenue A as shown on map attached as Exhibit "B".
- Parcel C. - Approximately 89 Acres, located in Seabourne Creek Park as shown on map attached as Exhibit "C".
- Parcel D. - Approximately 26.6 Acres, located on Koeblen Road as shown on map attached as Exhibit "D".

WHEREAS, Lessee desires to lease said Land from Lessor for hay production; and

WHEREAS, Lessor is willing to enter into a Lease with Lessee with respect to the Land.

NOW THEREFORE, for and in consideration of the rights, covenants and obligations of the parties as set forth herein, and in consideration of the rent payable hereunder to Lessor by Lessee, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Land for hay production purposes pursuant to the following terms and conditions:

1. **Term.** The term of this Lease shall be for a period of two (2) years, commencing on the date shown herein. The Lessee shall surrender possession at the end of the term or at the end of any extension thereof. Extensions of this Lease must be placed in writing. Both parties agree that failure to execute an extension at least 60 days before the end of the current term shall be constructive notice of intent to allow the lease to expire. The City, at its sole discretion, may extend this lease for two (2) additional one (1) year terms.
2. **Property.** The Lessor hereby leases to the Lessee, to occupy and use for hay production and baling purposes only the land described above. Lessee accepts the Leased Premises "as is" and in their current condition. Lessee has inspected the Leased Premises and finds them to be suitable for Lessee's purpose of hay production.
3. **Limitations on Lease Rights.** The Lessee shall have all rights to use the Land thereon for the sole purpose of hay production.
4. **Right of Entry.** The Lessor reserves the right to itself, its agents, its employees, or its assigns to enter the Land at any time for the purposes of: (a) consultation with the tenant; (b) to make repairs, improvements, and inspections; (c) developing mineral resources, including seismic operations; (d) after notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the Lessee in carrying out regular agricultural operations. Second, the Lessor reserves the right to itself, its agents, its employees or its assigns to enter the Land for residential, commercial, industrial, utility or drainage development.

5. **Simultaneous Development.** The Lessor reserves the right to develop and lease the Land and to grant rights-of-way for roads, or pipelines, etc.
6. **Transfer of Land.** In the event that the Lessor shall sell, assign, or otherwise transfer title to the Land, it shall do so subject to the provisions of this Lease. Lessor shall provide Lessee notice of any sale, or assignment within 30 days of such sale or assignment.
7. **Assignment.** Lessee shall not assign, sublease or otherwise transfer any of its rights or obligations under this Lease without the express written consent of Lessor. In the absence of Lessor's express written consent, any attempted or purported assignment, sublease or other transfer of the Lease by Lessee shall be of no effect as to Lessor and shall not relieve Lessee of any of its obligations to Lessor under this Lease. Lessor shall be under no obligation whatsoever to consent to any assignment, sublease or other transfer of this Lease by Lessee. Moreover, any assignment, or sublease, or attempted assignment, or sublease of this Lease by Lessee shall constitute a material breach of this Lease and Lessor shall thereupon have the right to immediately terminate this Lease.
8. **Heirs and Successors.** The terms of this Lease shall be binding upon the heirs, executors, administrators and successors of both the Lessor and Lessee in like manner as upon the original parties.
9. **Additional Provisions.** The following additional agreement shall apply to this Lease:

**Lessee agrees not to use the Leased premises, nor grant permission to any person(s) to enter onto the Leased premises for the purposes of: hunting, fishing, swimming, camping, horseback riding, ATV riding, dog training, woodcutting, cattle grazing, storing of equipment, storage of fuel or hazardous materials or crop production, nor any other non-agricultural activity that is not directly related to hay production purposes and hay baling.**

10. **Land Use.** Except when mutually agreed otherwise by Lessor and Lessee, in writing, the Land shall be used solely for hay production purposes including hay baling.
11. **Improving, Conserving and Maintaining the Land.** To improve the Land, conserve its resources and maintain it in high state of cultivation, the parties agree as follows:
  - a. **Damage and Waste.** Lessee shall not commit waste on or damage to the Land and shall use due care to prevent others from doing so.
  - b. **Additional Improvements.** Lessee shall not, without the advance written consent of Lessor, (i) erect or permit to be erected on the Land any non-removable structure or building.
  - c. **Conservation Structures.** Lessee shall keep in good repair all open ditches and inlets and outlets of the drains, preserve all established waterways or ditches and refrain from any operation or practice that will injure them.

- d. **Use of Pesticides and Fertilizers.** Lessee shall be responsible for complying with all applicable Federal and State laws and regulations and licensing requirements for the purchase and application of all pesticides and fertilizers used for the hay production. Lessee shall, upon request of Lessor produce documentations of applicator licenses authorized by the Texas Department of Agriculture.
  - e. **Compensation for Damages.** Upon the termination of this Lease, Lessee shall pay to Lessor reasonable compensation for any damages to the Land which Lessee has caused, permitted to occur, or for which it is otherwise responsible.
  - f. **Grass and Weed Control.** If Lessee elects not to cut or bale the hay for any reason the Lessee shall, at its own expense, completely mow the leased properties a minimum of two (2) times during the term of the lease to control noxious weed and grass growth. Parcel C, approximately 89 acres located in Seabourne Creek Park shall be baled or mowed so that the grass height will be six (6) inches or less, on July 01 of each year to accommodate a "July 4<sup>th</sup>" Fireworks show. If Lessee fails to bale or mow the grass by said date, Lessor has the right to mow said Parcel C for safety purposes and Lessee hereby waives any claims for loss of hay or any other damages.
  - g. **Hay Removal.** All hay bales will be promptly removed from the property within fourteen (14) days after baling. Hay bales may not be stacked or left on the property beyond the fourteen (14) day time period after baling. In any case all bales shall be removed from Parcel C, approximately 89 acres located in Seabourne Creek Park shall be removed from the property no later than July 01 of each year to accommodate a "July 4<sup>th</sup>" Fireworks show. If Lessee fails to remove any bales by said date, Lessor has the right to remove bales from said Parcel C for safety purposes and Lessee hereby waives any claims for loss of hay or any other damages.
12. **Non-Partnership.** This Lease does not give rise to a partnership. Neither party shall have the right to bind the other in any way without advance written consent signed by both parties. Neither party shall be liable for debts or obligations incurred by the other.
13. **Rental Rate.** The Lessee shall pay rent to Lessor in the amount of **\$3,858.60** per year. Provided however, in the event Lessor permits development or substantial disturbance to portions of the land during the term of the lease, Lessor will refund to Lessee the remaining portion of rent based on a per acre calculation of the acres developed and/or substantially disturbed in a pro-rata calculation for the number of months remaining on said lease. Provided, however, Lessee must submit a written request for said refund within sixty (60) days after said development or substantial disturbance commences.
14. **Recording.** Lessee shall not record this Lease without the prior written consent of Lessor. Any recording or attempted recording of this Lease by Lessee shall constitute a material breach of this Lease and Lessor shall have the right to immediately terminate this Lease.
15. **Termination.** Lessor may terminate this Lease for any reason with 30 days written notice. In the event of termination of this Lease under this provision, Lessee shall immediately remove him (her) self and all his (her)

possessions (equipment). Such termination and removal shall in no way excuse Lessee from performance of any responsibilities or obligations accruing prior to the termination.

16. **Indemnity and Insurance.** Lessee agrees to indemnify, defend, and save Lessor harmless against any and all claims, damages, loss and expense, including attorneys fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injuries (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of any operation in any way related to the use of the lease property described in this Lease whether or not such bodily injuries, death or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by statute, or ordinance or regulation, on the part of the Lessee, any sub-lessees, the employees or agents or any of them, but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Lessor.

Prior to occupancy or use of the Land described hereunder, Lessee shall furnish to Lessor (in form satisfactory to Lessor) a certificate of general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00), naming the City as an additional insured and showing that the requirements of this Section 16 have been satisfied.

17. **Severability.** In the event that any one of more provisions of this Lease shall be determined by law to be unenforceable, then the remaining provisions of this Lease shall continue in full force and effect as if such unenforceable provision(s) had not been made a part of this Lease.
18. **Law Governing and Venue.** This Lease Agreement is governed by the laws of the State of Texas. A lawsuit may only be prosecuted on this Lease Agreement in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.
19. **Entire Agreement.** This Lease Agreement represents the entire Agreement between the Lessee and Lessor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.
20. **Notice.** Any notice provided by this Lease Agreement or required by law to be given to the Lessee or Lessor shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the respective party at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

In WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written, as evidenced by their signatures below.

Executed by "Lessor" on this 4<sup>th</sup> day of March 2012.



City of Rosenberg  
2110 4<sup>th</sup> Street  
Rosenberg, TX 77471

By: Jack S. Hamlett  
Jack S. Hamlett, City Manager

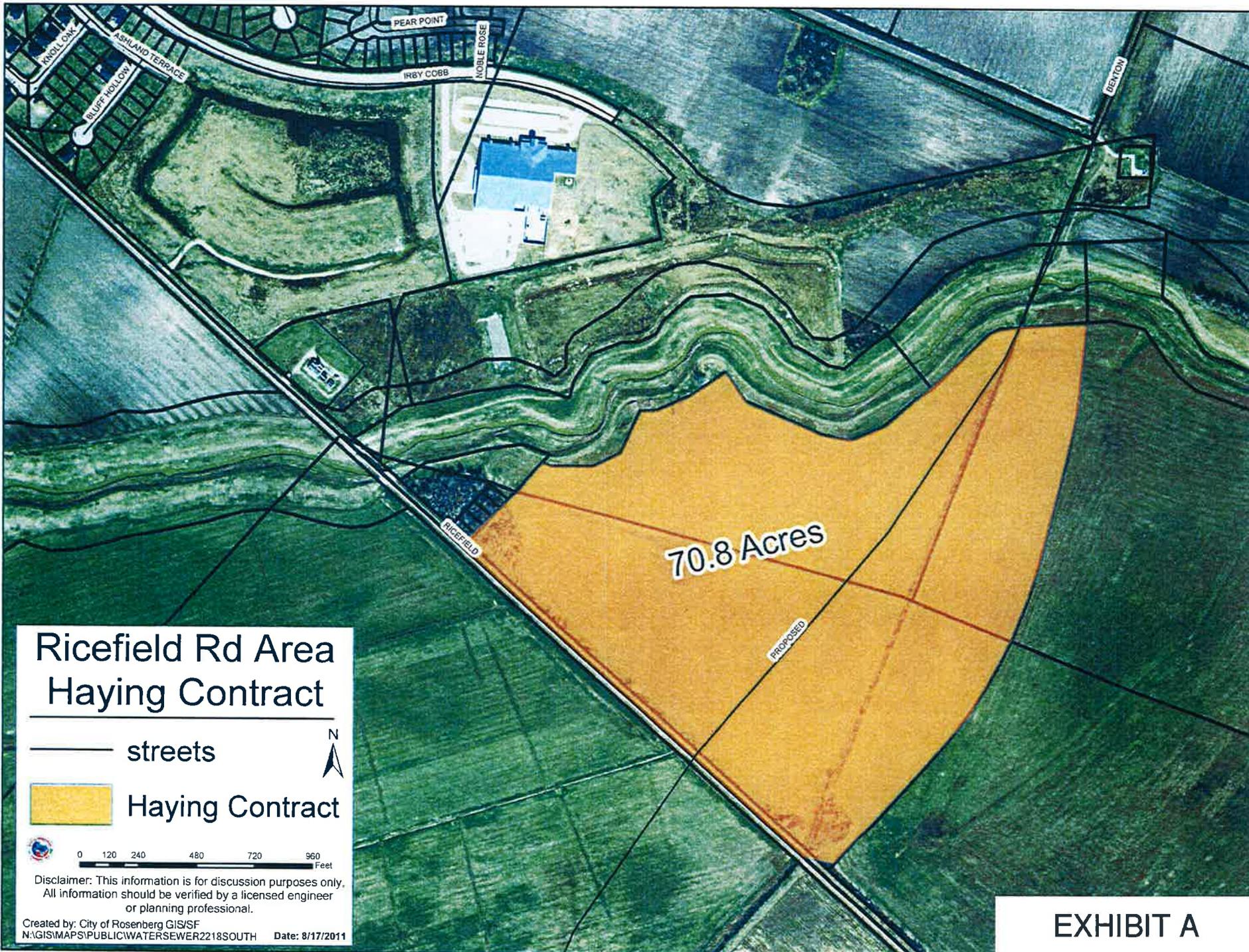
Attest: Linda Cernosek  
Linda Cernosek, City Secretary

Executed by "Lessee" on this 29th day of February, 2012

By: P.F. Vacek Jr  
Printed Name: P. F. Vacek Jr.  
Title: Rancher & Haymaker

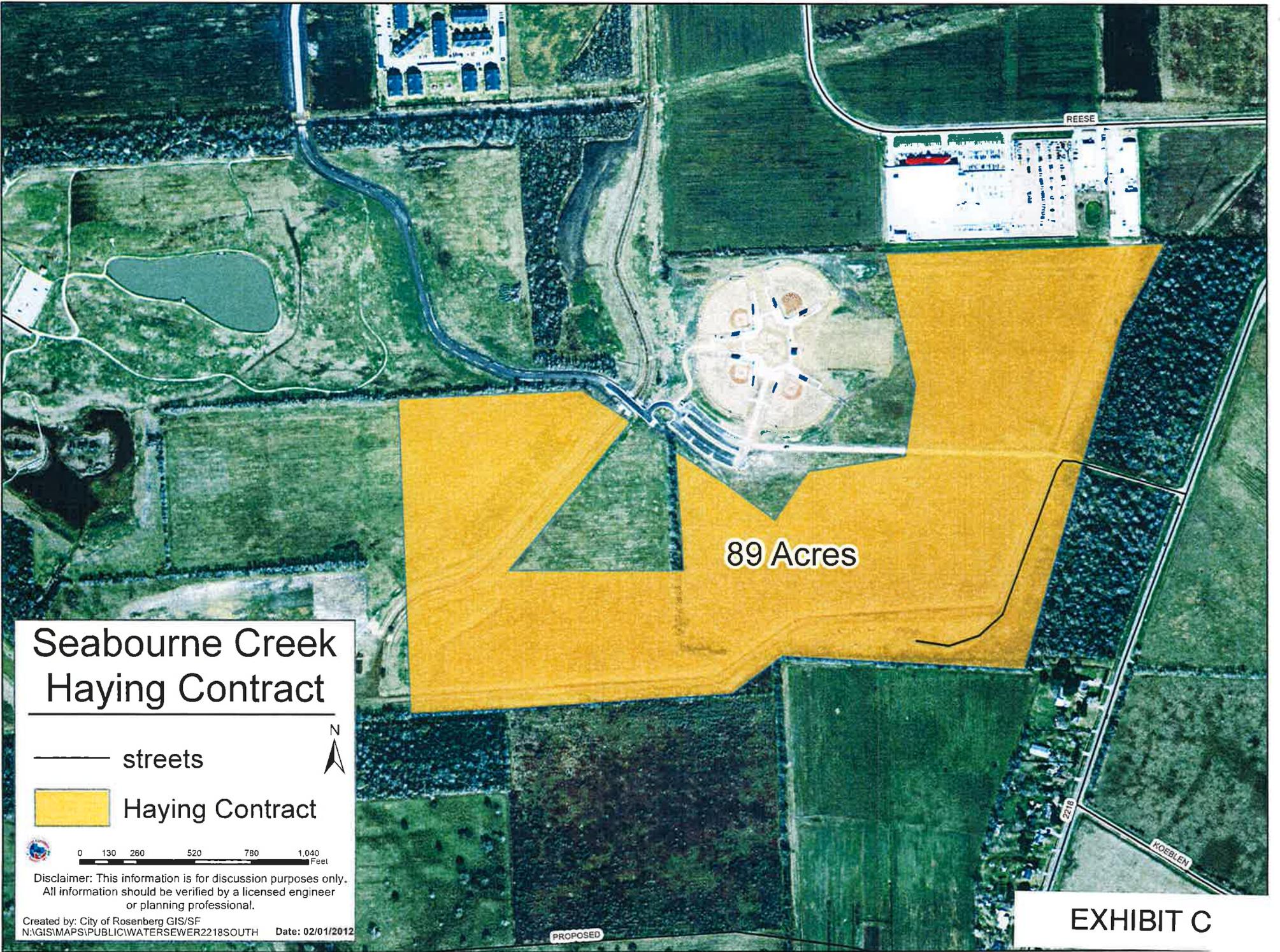
Address: P.O. Box 616  
City, State, Zip Code: Needville, Texas 77461

Attest: Sherri Nichols  
Printed Name: Sherri Nichols  
Title: Secretary II



**EXHIBIT A**





# Seabourne Creek Haying Contract

- streets
- Haying Contract



Disclaimer: This information is for discussion purposes only.  
All information should be verified by a licensed engineer  
or planning professional.

Created by: City of Rosenberg GIS/SF  
N:\GIS\MAPS\PUBLIC\WATERSEWER\2218SOUTH Date: 02/01/2012

89 Acres

REESE

2218

KOEBLEN

PROPOSED

EXHIBIT C



# City of Rosenberg Koeblen Rd. Property Location Map

— Streets

Rosenberg's Koeblen Rd Property

0 80 160 320 480 640 Feet

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↑  
↓  
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Disclaimer: This Information is for discussion purposes only.  
All information should be verified by a licensed engineer  
or planning professional.

- E. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1466, A RESOLUTION TO RESCIND RESOLUTION NO. R-1441, APPROVED ON FEBRUARY 07, 2012, WHICH AUTHORIZED THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A JOINT ELECTION AGREEMENT AND A CONTRACT FOR ELECTION SERVICES FOR THE 2012 CHARTER AMENDMENT ELECTION, BY AND BETWEEN THE CITY AND FORT BEND COUNTY, TEXAS.**

*Executive Summary:* Resolution No. R-1466 is a Resolution to rescind Resolution No. R-1441, approved on February 07, 2012, which authorized the Mayor to execute, for and on behalf of the City of Rosenberg, Texas, a Joint Election Agreement and a Contract for Election Services for the 2012 Charter Amendment Election, by and between the City and Fort Bend County, Texas.

The City Secretary will notify the Fort Bend County Elections Administrator of the cancellation of the election Agreement. The Fort Bend County Elections Administrator advised that no costs have been incurred at this time by cancellation of this Agreement.

Staff recommends approval of Resolution No. R-1466 as presented.

- F. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1464, A RESOLUTION APPROVING THE PROJECTS, AND RELATED EXPENDITURES THEREFOR, ADOPTED AND DESIGNATED BY THE ROSENBERG DEVELOPMENT CORPORATION.**

*Executive Summary:* The Rosenberg Development Corporation (RDC) Board directed staff to publish notice of a public hearing for a cultural arts project in the amount of \$250,000 in accordance with state law. A public hearing was held February 08, 2012, on the designation of a project for cultural arts facilities and promotion. Nine (9) people spoke in favor of the project, and their comments are included in a minute excerpt provided to Council.

Publishing of the public hearing and project designation notice on January 19, 2012, began a 60-day waiting period required by state law before related funds may be expended.

Staff recommends approval of Resolution No. R-1464 as presented.

- G. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1461, A RESOLUTION AWARDED BID NUMBER 2011-06 FOR CONSTRUCTION OF THE SPUR 529 WATER LINE AND DYER AVENUE SANITARY SEWER LINE PROJECT; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

*Executive Summary:* Construction of the Spur 529 Water Line project is included in the City's FY2012 Capital Improvement Project (CIP) plan approved by City Council on September 06, 2011 (Resolution No. R-1363), and the City's Groundwater Reduction Plan (GRP). Bids were received on Wednesday, February 08, 2012, for the Spur 529 Water Line and Dyer Avenue Sanitary Sewer Line Project. A total of ten (10) bids were opened and tabulated as indicated on a bid summary provided to Council.

Staff recommends Bid Number 2011-06 be awarded to Trans-Texas Construction, LLC, for the base bid and both Alternate Bid Item "A" and Alternate Bid Item "B" in the total amount of \$500,691.00, with a contract time of 110 calendar days. Should the bid be awarded as recommended, Trans-Texas Construction, LLC's proposal will be attached as Exhibit "A" to Resolution No. R-1461.

Staff recommends approval of Resolution No. R-1461 as presented.

- H. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1462, A RESOLUTION AWARDED BID NUMBER 2012-04, FOR LEASE OF REAL PROPERTY FOR HAY PRODUCTION; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

*Executive Summary:* After discussion at the January 24, 2012 City Council Workshop, staff addressed issues such as making sure the City will maintain a mowed buffer zone around the proposed areas to be leased for hay production and revising the lease agreement for an initial term of two (2) years instead of one (1) year. After the initial two-year period, the City will have the option to extend the lease for up to two (2) additional one (1) year periods.

Bids were received on Wednesday, February 22, 2012, for the lease of certain City-owned real

properties for hay production. A total of four (4) bids were opened and tabulated as indicated on the attached bid summary. Based on the high bid, the City can realize a savings of approximately \$18,975.50 for open acreage mowing cost normally associated with the Avenue A and Seabourne Creek Park Parcels in 2012.

Staff recommends Bid Number 2012-04 be awarded to Pete F. Vacek, Jr., in the amount of \$3,858.60 per year. If approved, the effective date of the lease shall be April 01, 2012, and the first of two (2) annual lease payments in the amount of \$3,858.60 will be due to the City. Should the bid be awarded as recommended, the Proposal will serve as Exhibit "A" and the Lease Agreement serve as Exhibit "B" to Resolution No. R-1462.

- I. **CONSIDERATION OF AND ACTION ON THE FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION TWO, AMENDING PLAT NO. 1, A 40.2509 ACRE TRACT OF LAND BEING OUT OF RESERVE "B", FORT BEND BUSINESS CENTER, (SLIDE NO. 1461 B; F.B.C.P.R.), OUT OF RESERVE "E", REPLAT OF RESERVE "C", FORT BEND BUSINESS CENTER, SECTION TWO, (SLIDE NO. 2008A; F.B.C.P.R.), BEING A PORTION OF TYLER TRACE LANE, THE RESERVE AT BRAZOS TOWN CENTER, SECTION ONE, (PLAT NO. 20060172; F.B.C.P.R.), AND BEING A PORTION OF A REMAINING 35.8102 ACRE TRACT CONVEYED TO A-S 83 TOWN CENTER - F.M. 2218, L.P. TRACT (F.B.C.C.F. NOS. 2005145143), IN THE ROBERT E. HANDY SURVEY, ABSTRACT NO. 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, CONTAINING 133 LOTS, 3 RESERVES, AND 4 BLOCKS.**

**Executive Summary:** The Final Plat of The Reserve at Brazos Town Center Section Two Amending Plat No. 1 is a subdivision of 40.2509 acres. It is located within the corporate limits of the City of Rosenberg and the boundaries of Fort Bend County Municipal Utility District (MUD) No. 167. The subdivision contains 133 lots.

The Final Plat for The Reserve at Brazos Town Center Section Two was filed at the County Clerk's Office on September 07, 2011. The subdivision is currently under construction. The applicant has submitted the amending plat in order to modify the utility easements by removing the "aerial easement" component. All of the utilities in these easements will be underground and the "aerial" component is not required. The overall number of lots and lot sizes as well as the street pattern will remain unchanged from the previous plat.

The Planning Commission has recommended approval of The Reserve at Brazos Town Center Section Two Amending Plat No. 1 at the meeting of February 22, 2012. The proposed Amending Plat No. 1 is in accordance with the "Subdivision" Ordinance and the approved Development Agreement. Staff recommends City Council approve the Final Plat of The Reserve at Brazos Town Center Section Two Amending Plat No. 1.

- J. **CONSIDERATION OF AND ACTION ON IMAGE COMMITTEE'S RECOMMENDATION FOR PLACEMENT OF KEEP TEXAS BEAUTIFUL AFFILIATE SIGN.**

**Executive Summary:** The City of Rosenberg attained Keep Texas Beautiful Affiliate status in October 2011. The City was provided an Affiliate sign to be placed on an existing City Limits sign. At the February 20, 2012 Image Committee Meeting, the Committee moved to recommend placement of the sign on US-59 South, just under the FM 762 Overpass. Upon City Council's approval, staff will arrange for installation of the sign in anticipation of the Keep Rosenberg Beautiful beautification project to be accomplished at Sunset Park on Saturday, April 28, 2012, from 9:00 a.m., to 12:00 p.m.

Staff recommends approval of the placement of the Keep Texas Beautiful Affiliate sign on the existing City Limits sign located on US-59 south of the FM 762 Overpass.

- K. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1456, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 12-09 IN THE AMOUNT OF \$1,368,814.00 FOR THE SPUR 529 WATER LINE PROJECT, REPLACEMENT OF PUMPS AT WASTEWATER TREATMENT PLANT NO. 2 AND FOR FIRE DEPARTMENT PERSONNEL.**

**Executive Summary:** Budget Amendment 12-09 in the aggregate amount of \$1,368,814.00 is being presented to amend the budget for the Spur 529 Water Line Project, pump replacement at Wastewater Treatment Plant No. 2, and to hire Fire Department personnel.

1. The Spur 529 bid proposal in the amount of \$500,691.00 is recommended for approval on this Agenda. Therefore, if approved, a budget adjustment would be necessary in the amount of \$513,000.00 for the construction expense plus contingencies and an adjustment of \$75,000 to complete the easement purchases. Transfers from Impact Fees (Fund 517) in the amount of

\$74,000.00 and from Surface Water Projects (Fund 520) in the amount of \$514,000.00 are necessary to move the funds to the Spur 529 Project.

2. On February 21, 2012, City Council authorized the acceptance of a proposal from Lockwood, Andrews & Newnam, Inc., regarding reimbursement to the City for the replacement of three (3) non-potable water pumps and ancillary items necessary for the installation at Wastewater Treatment Plant No. 2, in the amount of \$44,814.00.
3. On February 07, 2012, City Council approved Resolution No. R-1452, providing for the adoption of a Personnel Schedule for Fire Station No. 3. In accordance with this schedule, included as supporting documentation, a budget adjustment for \$74,000.00 is needed to budget the part-time expenses, as well as a transfer from MUD Fire Services (Fund 226) in the amount of \$74,000.00

The Budget Amendment 12-09 was included as Exhibit "A" to Resolution No. R-1456. Staff recommends approval of Resolution No. R-1456 for Budget Amendment 12-09 as presented.

**Motion:** Councilor Segura made a motion, seconded by Councilor McConathy to approve items A through K on the Consent Agenda.

**Comments:**

- Councilor McConathy referenced Item C, page 2 of 6, Item No. 4, under sub-item A - initial term of one year with an automatic renewal for one consecutive year. What is the reason for automatic renewal are we getting a break on price? Jack Hamlett referenced the addendum and stated that has been changed to be for only a one year term.
- Councilor Suter referenced Item No. J "The City of Rosenberg attained the Keep Texas Beautiful Affiliate status in October 2011." He thanked Councilor Grigar who headed up that Committee and initiated the investigation of bringing that to Rosenberg.
- Councilor Grigar referenced Item H - in the exhibits showing the acreages he noticed that some have drainage ditches going through them and he asked about the extent of the hay production. Who will maintain those drainage ways and fence lines? John Maresh stated those channels and fence lines will remain in the City's right-of-way mowing contract to make sure they are mowed on a regular basis.

**Upon voting the motion carried by a unanimous vote.**

## REGULAR AGENDA

2. **REVIEW AND DISCUSS AN INDEPENDENT ANALYSIS REPORT OF CONTACT DATA COLLECTED BY THE POLICE DEPARTMENT FOR CALENDAR YEAR 2011, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** In accordance with Senate Bill 1074, more commonly known as the "Texas Racial Profiling Data Collection Law", all state law enforcement agencies are required to submit a report to their governing body - whether a county or municipality. The report must contain totals on racial profiling data, as well as analysis of the prevalence of racial profiling. The report has been provided to City Council under separate cover and will be available for public review in the City Secretary's office.

Dr. Alex del Carmen was present at the meeting to discuss his independent assessment of the data collected.

**Key discussion points:**

- Robert Gracia, Police Chief read the Executive Summary regarding the analysis report of contact data collected by the Police Department for calendar year 2011.
- Dr. Alex del Carmen gave an overview of the analysis report.
- The Texas Legislature, in 2001, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. Since 2001, the Rosenberg Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 legislative session, the Racial Profiling Law was modified and newer requirements are now in place. These most recent requirements have been met by the Rosenberg Police Department and are being addressed in this report.
- In the report, you will find three sections that contain information on traffic and motor vehicle-related data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Rosenberg Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents in addition to the Texas Senate



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
2	<b>Sanitary Sewer System Rehabilitation Project Discussion</b>
<b>ITEM/MOTION</b>	
Review and discuss sanitary sewer collection system, lift station and wastewater treatment plant rehabilitation project, and cost estimates for Wastewater Treatment Plant 1-A service area, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	
<b>ELECTION DISTRICT</b>	

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

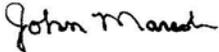
**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Wastewater Treatment Plant 1-A Service Area Map
2. Wastewater Treatment Plant 1-A Service Area Collection Line Rehab Estimate
3. Preliminary Cost Estimate for Replacement of Lift Station Nos. 11, 2, and 4
4. Preliminary Cost Estimate for Construction of Wastewater Treatment Plant 1-A Bleach Conversion

**APPROVALS**

**Submitted by:**

  
John Maresh  
Assistant City Manager

**Reviewed by:**

- Finance Director
- City Attorney
- City Engineer **CAK/rlm**
- Assistant City Manager
- (Other)

**Approved for Submittal to City Council:**

  
Robert Gracia  
City Manager

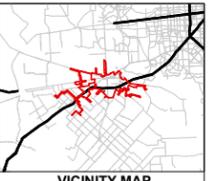
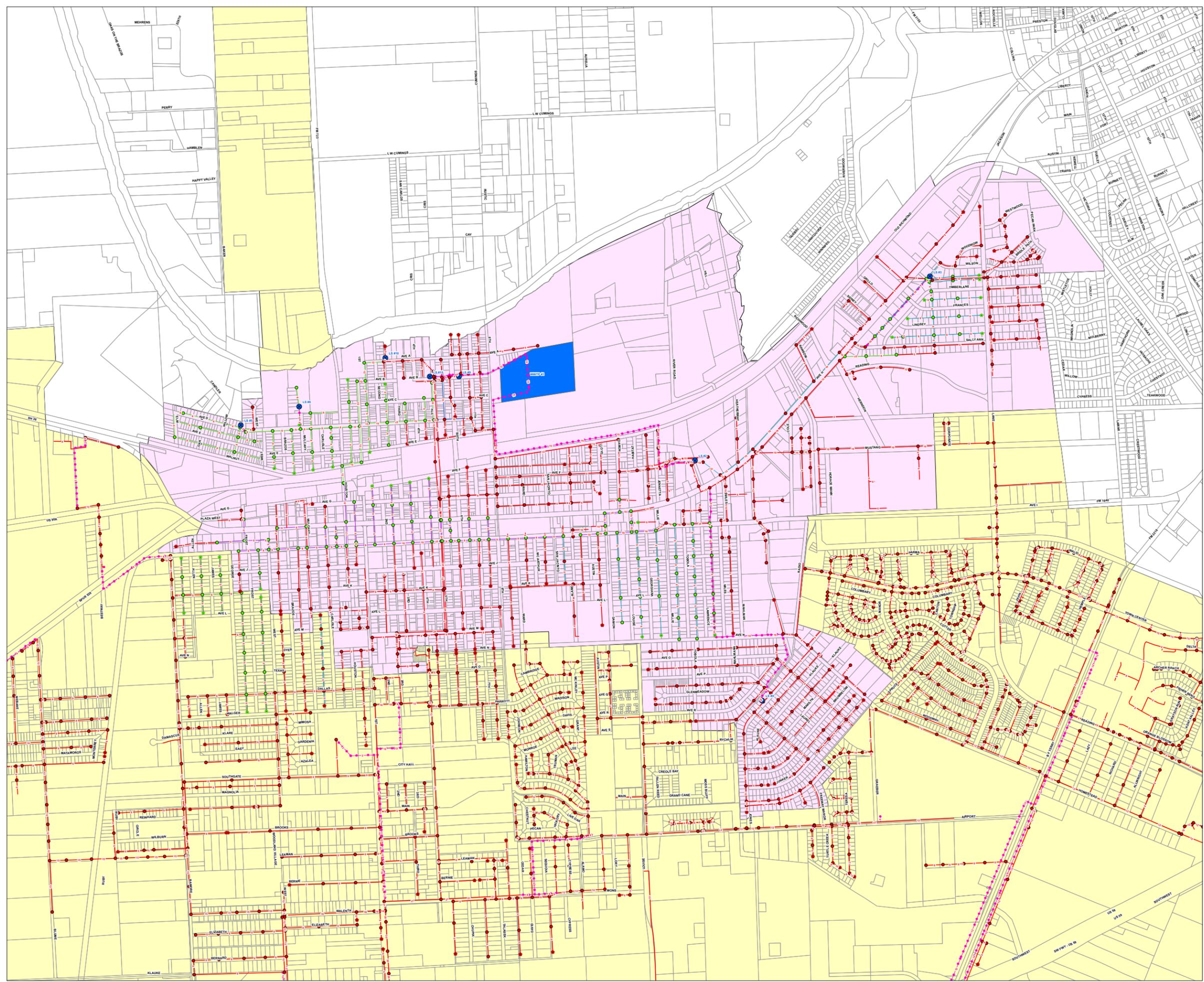
**EXECUTIVE SUMMARY**

This item has been placed on the Workshop Agenda to offer City Council the opportunity to discuss the overall condition of the sanitary sewer collection system within the Wastewater Treatment Plant No. 1-A service area and providing funding for the required improvements to protect the health, safety and welfare of our citizens. While efforts have been made over the past five (5) year period to replace as many of the sewer lines as possible, the overall system remains in poor condition. In many instances, the sewer collection lines have deteriorated to the point the pipe is non-existent resulting in street cave-ins and complete line stoppages that often necessitate emergency repairs.

Staff has prepared and included in the packet, cost estimates for the for the following projects:

1. Collection system line replacement within Wastewater Treatment Plant No. 1-A service area
2. Lift Station rehabilitation/replacements
3. Conversion of Wastewater Treatment Plant No. 1A effluent disinfection from chlorine gas to liquid bleach

In order to protect the health, safety and welfare of the public and the environment, the above listed projects will need to be considered for funding and construction at the earliest time possible.



- LEGEND**
- FBCAD Parcel
  - Rosenberg City Limits
  - WWTP 1A Service Area
  - Lift Station
  - Wastewater Treatment Plant
- Sanitary Sewer Connection**
- Manhole
  - Cleanout
  - Manhole (Previously Rehabed)
  - Cleanout (Previously Rehabed)
- Sanitary Sewer Line**
- To Be Rehabed
  - 2008 Rehab
  - 2009 Rehab
  - 2010 Rehab
  - 2011 Rehab
  - 2013 Rehab
  - Forcemain



**CITY OF ROSENBERG**  
FORT BEND COUNTY, TEXAS

**JONES & CARTER, INC.**  
ENGINEERS-PLANNERS-SURVEYORS  
Texas Board of Professional Engineers Registration No. P-473  
1916 Westinghouse Tower Houston, Texas 77002 (713) 462-2000

**WWTP 1A  
SANITARY SEWER  
CONDITIONS**

1 inch equals 500 feet

**Disclaimer:**  
This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones & Carter, Inc. concerning the accuracy, completeness, reliability, or suitability of the information included within this product.  
Coordinate System: NAD 83 TX S CENTRAL GCS REF  
Vertical Datum: NAVD 1988

**CITY OF ROSENBERG  
WASTEWATER TREATMENT PLANT 1A SERVICE AREA  
COLLECTION LINE REHAB**

	<u>Total</u>	<u>Rehabed</u>	<u>To Be Rehabed</u>	<u>Rehab Cost</u>
Sanitary Sewer Lines (lf)	251,088	84,164	166,924	\$9,030,000
Manholes	586	183	403	\$430,000
Services			1,766	<u>included in line costs</u>
Total Construction				\$9,460,000
Contingencies (15%)				\$1,420,000
Engineering				<u>\$1,630,000</u>
<b>Total</b>				<b>\$12,510,000</b>

**PRELIMINARY CONSTRUCTION COST ESTIMATE**  
**REPLACEMENT OF LIFT STATION 11**  
**FOR**  
**CITY OF ROSENBERG**  
January 22, 2014

Item			Unit	
<u>No.</u> <u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price</u>	<u>Total</u>
1. Mobilization, Bonds & Insurance	L.S.	1	\$ 40,000	\$ 40,000
2. 21' Diameter Cast-in-Place Wet Well	L.S.	1	400,000	400,000 (2)
3. Submersible Pumps & Accessories	L.S.	1	76,230	76,000 (3)
4. Piping, Valves, Supports, Thrust Blocks, etc.	L.S.	1	64,000	64,000
5. Lift Station Electrical, Controls & SCADA	L.S.	1	142,000	142,000 (4)
6. Odor Control System	L.S.	1	40,000	40,000
7. Miscellaneous Metals	L.S.	1	15,000	15,000
8. Site Work	L.S.	1	38,000	38,000 (5)
9. Bypass Pumping	L.S.	1	10,000	10,000
10. Coatings	L.S.	1	15,000	15,000
11. Pollution Prevention	L.S.	1	2,000	2,000
		<b>SUBTOTAL</b>		<b>\$ 842,000</b>
			Contingencies (20%)	168,000
			Engineering (10%)	101,000
			<b>TOTAL</b>	<b>\$ 1,111,000</b>

**Notes:**

- (1) This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) This cost includes a cast-in-place concrete wet well 21' diameter and approximately 30' deep with a high solids epoxy coating. The larger wet well is to account for future development (~120 acres) to increase firm capacity to 4,000 gpm. This estimate assumes the replacement of the lift station not in flood hazard areas.
- (3) This cost includes two (2) 40-HP pumps complete with base elbows, guide rails, power cables, and lifting chains with a firm pump capacity of 2,400 gpm pumping through 10" force main with minimal elevation change.
- (4) The cost includes replacement of all electrical, controls and tie into SCADA system.
- (5) The cost estimate includes a new fence on site adjacent to existing lift station and abandonment of existing lift station
- (6) This cost estimate assumes the lift station site is not located within the 1% annual chance floodplain or within existing wetlands. This estimate does not include any costs for wetland mitigation, detention basins, mitigation basins, or any other work related to compensating for wetlands or floodplain impact.

This Document is Released for the Purpose of:  
**General Financial Planning**  
Under the Authority of:  
Engineer: Amy W. Stonaker, P.E.  
License No.: 107770  
It is Preliminary in Nature and not to be Used for  
Feasibility of Land Purchases, Bond Applications, Loans  
or Grants.

**PRELIMINARY CONSTRUCTION COST ESTIMATE  
REPLACEMENT OF LIFT STATION 2  
FOR  
CITY OF ROSENBERG**

January 22, 2014

Item	Unit	Qty.	Price	Total
<u>No.</u> <u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price</u>	<u>Total</u>
1. Mobilization, Bonds & Insurance	L.S.	1	\$ 75,000	\$ 75,000
2. 25' Diameter Concrete Wet Well	L.S.	1	500,000	500,000 <sup>(2)</sup>
3. Submersible Pumps & Accessories	L.S.	1	241,000	241,000 <sup>(3)</sup>
4. Piping, Valves, Supports, Thrust Blocks, etc.	L.S.	1	184,000	184,000
5. Lift Station Electrical, Controls & SCADA	L.S.	1	238,000	238,000 <sup>(4)</sup>
6. Jib Crane	L.S.	1	20,000	20,000
7. Miscellaneous Metals	L.S.	1	15,000	15,000
8. Site Work	L.S.	1	41,000	41,000
9. Odor Control System	L.S.	1	50,000	50,000
10. Bypass Pumping	L.S.	1	12,500	12,500
11. Land Acquisition	L.S.	1	50,000	50,000 <sup>(5)</sup>
12. Protective Coatings	L.S.	1	50,000	50,000
13. 200-kW Diesel Generator w/ Subbase Fuel Tank	L.S.	1	100,000	100,000 <sup>(6)</sup>
14. Pollution Prevention	L.S.	1	5,000	5,000
			SUBTOTAL	<u>\$ 1,581,500</u>
			Contingencies (20%)	316,000
			Engineering (15%)	<u>284,625</u>
			<b>TOTAL</b>	<b>\$ 2,182,125</b>

**Notes:**

- (1) This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) This cost includes a cast-in-place concrete wet well 25' diameter with a high solids epoxy coating. This estimate assumes the replacement of the lift station with similar sized wet wells and not located in any flood hazard areas.
- (3) This cost includes two (2) 77-HP pumps and three (3) 20-HP pumps complete with base elbows, guide rails, power cables, and lifting chains with a firm pump capacity of 9,600 gpm pumping through 16" force main directly to WWTP 1A with minimal elevation change.
- (4) The cost includes replacement of all electrical on site with 460 Volt-Three Phase controls in a NEMA 3R enclosure with a semi-walk in MCC and tie into SCADA system
- (5) This cost estimate assumes an additional land must be obtained adjacent to the site from the Fiesta Mart
- (6) This lift station pumps directly into Wastewater Treatment Plant 1A and current TCEQ Chapter 217 Rules require emergency power on site
- (7) This cost estimate assumes the lift station site is not located within the 1% annual chance floodplain or within existing wetlands. This estimate does not include any costs for wetland mitigation, detention basins, mitigation basins, or any other work related to compensating for wetlands or floodplain impact.

<p>This Document is Released for the Purpose of:  <b>General Financial Planning</b>  Under the Authority of:  Engineer: <u>Amy W. Stonaker, P.E.</u>  License No.: <u>107770</u>  It is Preliminary in Nature and not to be Used for  Feasibility of Land Purchases, Bond Applications, Loans  or Grants.</p>
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**PRELIMINARY CONSTRUCTION COST ESTIMATE  
REPLACEMENT OF LIFT STATION 4  
FOR  
CITY OF ROSENBERG**

January 22, 2014

Item			Unit		
<u>No.</u> <u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price</u>	\$	<u>Total</u>
1. Mobilization, Bonds & Insurance	L.S.	1	\$ 24,000	\$	24,000
2. 8' Diameter Pre-Cast Wet Well	L.S.	1	125,000		125,000 (2)
3. Submersible Pumps & Accessories	L.S.	1	50,820		51,000 (3)
4. Piping, Valves, Supports, Thrust Blocks, etc.	L.S.	1	53,000		53,000
5. Lift Station Electrical, Controls & SCADA	L.S.	1	142,000		142,000 (4)
6. Jib Crane	L.S.	1	20,000		20,000
7. Odor Control System	L.S.	1	20,000		20,000
8. Miscellaneous Metals	L.S.	1	15,000		15,000
9. Bypass Pumping	L.S.	1	7,500		7,500
10. Site Work	L.S.	1	39,000		39,000 (5)
11. Protective Coatings	L.S.	1	15,000		15,000
12. Pollution Prevention	L.S.	1	2,000		2,000
			SUBTOTAL	\$	513,500
			Contingencies (20%)		103,000
			Engineering (15%)		92,475
			<b>TOTAL</b>	<b>\$</b>	<b>708,975</b>

**Notes:**

- (1) This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) This cost includes a precast concrete wet well 8' diameter and approximately 14' deep with a high solids epoxy coating. This estimate assumes the replacement of the lift station with similar sized wet wells and not located in any flood hazard areas.
- (3) This cost includes two (2) 20-HP pumps complete with base elbows, guide rails, power cables, and lifting chains with a firm pump capacity of 1,100 gpm pumping through 10" force main.
- (4) The cost includes replacement of all electrical, controls and tie into SCADA system.
- (5) The cost estimate includes a new fence on site adjacent to existing lift station and abandonment of existing lift station with no detention included
- (6) This cost estimate assumes the lift station site is not located within the 1% annual chance floodplain or within existing wetlands. This estimate does not include any costs for wetland mitigation, detention basins, mitigation basins, or any other work related to compensating for wetlands or floodplain impact.

<p>This Document is Released for the Purpose of:  <b>General Financial Planning</b>  Under the Authority of:  Engineer: <u>Amy W. Stonaker, P.E.</u>  License No.: <u>107770</u>  It is Preliminary in Nature and not to be Used for  Feasibility of Land Purchases, Bond Applications, Loans  or Grants.</p>
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**PRELIMINARY COST ESTIMATE  
FOR CONSTRUCTION OF  
WASTEWATER TREATMENT PLANT 1A BLEACH CONVERSION  
CITY OF ROSENBERG**

December 17, 2013

Item			Unit	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price</u>
1.	Mobilization, Bonds & Insurance	L.S.	1	5,000
2.	Bleach Peristaltic Feed Pumps	L.S.	1	13,000
3.	Sodium Bisulfite Peristaltic Feed Pumps	L.S.	1	8,000
4.	1050-Gallon Double Wall Bulk Storage Tank	L.S.	1	16,000
5.	550-Gallon Double Wall Bulk Storage Tank	L.S.	1	13,000
6.	Chemical Storage Tank Slab	L.S.	1	20,000
7.	Piping & Valves	L.S.	1	21,000
8.	Temporary Disinfection System	L.S.	1	5,000
9.	Demolition	L.S.	1	7,000
10.	Miscellaneous Electrical Work	L.S.	1	72,000
	Subtotal			\$ 180,000
	Contingency (20%)			36,000
	Construction Subtotal			216,000
	Engineering			50,000
	<b>TOTAL</b>			<b>\$ 266,000</b>

**Notes:**

- (1) This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.
- (2) This cost includes two (2) peristaltic chemical feed pumps, with pump stands, capable of pumping 775 gallons per day of bleach. The pumps will be placed in the existing dechlorination FRP building near the parshall flume.
- (3) This cost includes two (2) peristaltic chemical feed pumps, with pump stands, capable of pumping 90 gallons per day of sodium bisulfite. The pumps will be placed in the existing dechlorination FRP building near the parshall flume.
- (4) This cost includes two (2) 1100-gallon double wall polyethylene bulk storage tanks to accommodate 10 days of bleach storage.
- (5) This cost includes two (2) 550-gallon double wall polyethylene bulk storage tanks with heat trace to accommodate 28 days of sodium bisulfite
- (6) This cost includes a 20'x20' concrete slab with a drilled shaft foundation for the placement of the bleach and sodium bisulfite tanks. The slab will include steel columns with steel roofing to protect the tanks from direct sunlight.
- (7) This cost includes PVC piping and valves including but not limited to ball valves, ball check valves, calibration columns, Y-strainer, backpressure regulators, degassing valves, tank fill lines, suction piping, and discharge piping.
- (8) This cost includes the materials and labor for a temporary disinfection system while the existing disinfection system is being replaced.
- (9) This cost includes the removal of the existing chlorine and sulfur dioxide gas feed equipment.
- (10) This cost includes the control panels for the bleach and sodium bisulfite pumps, junction boxes for the heat trace and level transducers for the sodium bisulfite tanks, and miscellaneous electrical wiring and ductbank.
- (11) The City of Rosenberg WWTP 1A is currently authorized to discharge 2.0 million gallons per day per their TPDES permit.

*Bethany A. Miller*  
12/17/13





# CITY COUNCIL COMMUNICATION

## January 28, 2014

ITEM #	ITEM TITLE
3	Engineering Services for Construction Project Representation Discussion

### ITEM/MOTION

Review and discuss proposal for engineering services for providing Construction Project Representation Services for 2014, and take action as necessary to direct staff.

### FINANCIAL SUMMARY

### ELECTION DISTRICT

#### Annualized Dollars:

One-time  
 Recurring  
 N/A

#### Budgeted:

Yes  No  N/A

#### Source of Funds:

410-0000-550-4390

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

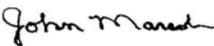
### SUPPORTING DOCUMENTS:

MUD #: N/A

1. Proposal for Engineering Services – 2014 Construction Project Representation
2. 2013 Construction Phase Management Services for CIP Projects – January to September 2013
3. Professional Services/Engineering Project Review Committee Meeting Draft Minute Excerpt – 11-21-13

### APPROVALS

#### Submitted by:

  
 John Maresh  
 Assistant City Manager

#### Reviewed by:

Finance Director   
 City Attorney  
 City Engineer  
 Assistant City Manager  
 (Other)

#### Approved for Submittal to City Council:

  
 Robert Gracia  
 City Manager

### EXECUTIVE SUMMARY

This item has been placed on the Workshop Agenda to offer City Council the opportunity to discuss the Proposal for Engineering Services for Providing Construction Project Representation Services for 2014. The Proposal was initially presented to the Professional Services/Engineering Project Review Committee (Committee) on November 21, 2013. The Committee took action recommending the Proposal be placed on the next City Council Workshop Agenda to allow for further discussion. A copy of the Proposal has been included in the packet.

City Council has annually approved the Proposal from Jones & Carter, Inc., since its inception in 2009 as a means to provide consistent construction project oversight and to control the overall construction management costs for Capital Projects. The contracted inspection services have worked out well for the City during the past five (5) years and the inspectors have been able to monitor and observe numerous construction projects simultaneously. The inspectors are able to communicate with the City's Project Director on a daily basis. Jones & Carter, Inc., has a full-service construction phase department with adequate resources to manage multiple project inspections. They also have a sufficient number of inspectors that are familiar with the City of Rosenberg construction standards and are able to provide coverage when inspectors are unavailable due to vacations, illness or training. The current program also provides the greatest amount of flexibility to the City when the number of Capital Projects increases or decreases, as the City only pays for the actual hours of inspection time required.

Prior to the City's engagement of contracted inspection services with Jones & Carter, Inc., the engineering firm responsible for a specific project design and construction also provided the inspection services which were limited to only that project. With multiple projects underway simultaneously, the City was paying for multiple inspectors and this was not cost effective. In some cases, the City hired an engineering firm to

design a project, but the firm did not offer construction phase/inspection services so the City had to hire another firm to provide the required services. In other instances, third party inspectors were not familiar with the City of Rosenberg construction standards resulting in construction delays, incorrect interpretations of the standards, or the already limited City staff members having to expend time and effort to review construction phase work.

Should City Council direct staff to move forward, this Proposal will be placed on a future Agenda for final consideration.

November 11, 2013

*Texas Board of Professional Engineers Registration No. F-439*

Mr. John Maresh  
Assistant City Manager  
City of Rosenberg  
Post Office Box 32  
Rosenberg, Texas 77471

Re: Proposal for Engineering Services  
2014 Construction Project Representation

Dear Mr. Maresh:

Jones & Carter, Inc., (the "Engineer") is pleased to present our proposal for engineering services for providing Construction Project Representation Services for 2014. We have provided these services to the City of Rosenberg (the "City") on several Capital Improvements Plan projects and other construction projects in 2009, 2010, 2011, 2012, and 2013. By continuing to provide these services in 2014, the City will continue to maintain consistent and cost-efficient Field Project Representation and Construction Contract Administration Services.

As the Engineer, we would provide the City with a primary Field Project Representative for the construction phase of all Capital Improvements Projects and for any other construction projects where the City desired to have our service. The Field Project Representative will make daily visits to all construction sites to observe the work in progress. These site visits would be extended as necessary for major construction items such as concrete pours, testing, and other significant construction events. The Field Project Representative will not be a substitute for the Design Engineer, who should remain in position during the project for the processing of design issues or conflicts, review of shop drawings, approval and recommendation of all payments, and general acceptance of the project. The Field Project Representative will verify that the work has been completed and will participate in the Final Inspection and final project acceptance.

If requested by the City, the Engineer will provide Construction Contract Administration Services. This would include assisting the City in securing bids, recommending the award of construction contracts to contractors, preparing construction contract documents, review of shop drawings, tracking and recommending approval of payments to contractors, and assisting the City with final project acceptance. The Design Engineer should still be retained to respond to design issues or conflicts, but Jones & Carter would provide all other Construction Contract Administration Services to the City.

The fee for the above services for the year 2014 is estimated to be \$100,000. The method of billing and payment for these services will be on the basis of Hourly Services as described in the attached Professional Services Agreement with the City. Additional Reimbursable Expenses would be as identified in the attached Professional Services Agreement.

At this time, we estimate an average of 20 hours per week of services to the City under this Agreement. In 2009, the services provided averaged 21.2 hours per week. During 2010, the services provided averaged 20.9 hours per week. During 2011, the services provided averaged 26.6 hours per week.

Mr. John Maresh  
Page 2  
November 11, 2013

During 2012, the services provided averaged 18.0 hours per week. During 2013, the services provided to date have averaged 11.3 hours per week. Obviously, there may be some weeks where there will not be any time charged to the City. On some weeks, multiple projects underway with significant construction events at the same time may demand more than the 20 hours per week. If necessary, we will provide additional personnel during those busy times in order that the City's interests can be adequately protected.

We will monitor the fees during the year to alert the City should we begin to approach the \$100,000 budget prior to the end of the year. This will allow the City to make any budgetary adjustments as may be necessary.

We will continue to provide the Field Project Representation needed by the City for the public infrastructure items in the development projects within the City and the City's Extraterritorial Jurisdiction. The charges for these services will continue to be invoiced separately so that the City can allocate the costs appropriately to the infrastructure permit fees collected.

We appreciate the opportunity to provide our services to the City of Rosenberg and look forward to continuing to work with the City of Rosenberg. Please do not hesitate to call should you have any questions.

Sincerely,



Charles A. Kalkomey, P.E., RPLS  
Vice President  
Rosenberg Office Manager

CAK/mon  
E:\Engineering\Proposals\Maresh Project Rep\_2014.doc  
Enclosures

PROFESSIONAL SERVICES AGREEMENT  
between  
CITY OF ROSENBERG, TEXAS  
and  
JONES & CARTER, INC.

CITY OF ROSENBERG, TEXAS, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services (the "work") that the CLIENT may request in connection with providing CONSTRUCTION PROJECT REPRESENTATION services for Capital Improvements Plan projects. All work shall be in accordance with the conditions of this Agreement.

- I. SERVICES: ENGINEER agrees to perform the professional services as requested by the CLIENT in accordance with the conditions of this Agreement.
  
- II. COMPENSATION: Compensation will be based on one or both of the methods defined as follows:
  - A. HOURLY SERVICES: Unless stated otherwise in the letter proposal, compensation will be on the basis of ENGINEER'S current hourly rates, plus Reimbursable Expenses, both defined as follows:
    1. Hourly Rates: Charges for hourly services will be made in accordance with the attached SCHEDULE OF HOURLY RATES. Hourly rates are subject to annual revision in January of each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.
    2. Reimbursable Expenses: Expenses shall include transportation and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site, cost of ENGINEER'S field office if required, reproduction, computer services, subcontracts, surveying expenses, and similar items. Reimbursable expenses are subject to annual revision in January of each year that this Agreement is in force. Such expenses shall be reimbursed in accordance with the attached SCHEDULE OF REIMBURSABLE EXPENSES.
  
  - B. LUMP SUM: CLIENT and ENGINEER may agree in a letter proposal or proposals that services will be compensated on a lump sum basis. If so, a description of services and lump sum fee will be included in the letter proposal. The ENGINEER will submit monthly statements based on the ENGINEER'S estimate of the total services performed at the time of the billing.
  
- III. PAYMENTS: Engineer will invoice CLIENT monthly for amounts currently due under each proposal letter. CLIENT agrees to promptly pay ENGINEER at his office in Fort Bend County, Texas, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

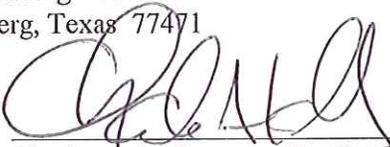
- IV. COST ESTIMATES: Cost Estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- V. INSURANCE: ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement.
- VI. LIABILITY LIMITATION: The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in his preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.
- VII. TERMINATION
- A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
- B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II with respect to amounts due on work completed through the date of termination.
- VIII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

- IX. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:
- A. All letter proposals describing scope of work and method of compensation shall become part of the agreement.
  - B. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.
- X. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.
- XI. This Agreement shall be governed by the laws of the State of Texas. Executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF ROSENBERG, TEXAS  
 2210 Fourth Street  
 Rosenberg, Texas 77471

JONES & CARTER, INC.  
 6415 Reading Road  
 Rosenberg, Texas 77471

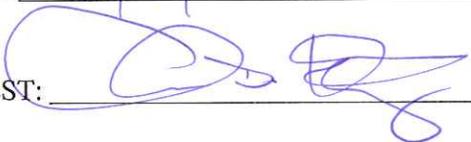
BY: \_\_\_\_\_  
 Robert Gracia, City Manager

BY:   
 Charles A. Kalkomey, Vice President

DATE: \_\_\_\_\_

DATE: 11/11/13

ATTEST: \_\_\_\_\_

ATTEST: 

**CITY OF ROSENBERG  
STANDARD RATE SCHEDULE  
ENGINEERING AND SURVEYING SERVICES**  
Effective January 2012  
Subject to Annual Review in January 2013

<u>Engineering/Surveying Services</u>	<u>Rate</u>
Senior Project Engineer .....	125.00
Engineer IV .....	95.00
Engineer III .....	85.00
Engineer II .....	80.00
Engineer I.....	75.00
Registered Professional Land Surveyor.....	100.00
Cad Operator IV.....	55.00
Cad Operator III.....	50.00
Cad Operator II .....	45.00
Cad Operator I.....	40.00
Clerical .....	40.00
Surveying Technician I.....	60.00
Field Representative.....	75.00
Field Crew.....	135.00
GPS Unit (day).....	400.00

Hourly rates include all charges for materials, equipment and labor within the scope of ordinary work. Additional costs in connection with special requirements will be specified prior to the commencement of work.

Purchased Services

All purchased services are invoiced at actual cost plus ten percent (10%) for handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment and direct expendable supplies.

**SCHEDULE OF REIMBURSABLE EXPENSES**

Effective January 2013

Subject to Annual Revision in January 2014

1. Reproduction performed in office

<u>Size</u>	<u>Black &amp; White</u>	<u>Color</u>
8½" x 11" (single-sided)	\$0.05/page	\$ .50/page
8½" x 11" (double-sided)	\$0.15/page	\$ 1.00/page
8½" x 14"	\$0.15/page	\$ .75/page
11" x 17"	\$0.20/page	\$ 1.00/page
 <u>Large Document Prints/Plots</u>		
	<u>Black &amp; White</u>	<u>Color</u>
Translucent Bond	\$0.20/sq ft	\$ 4.00/sq ft
Color Bond	\$0.30/sq ft	\$ 5.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 8.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A
 <u>Aerial Backgrounds</u>		
All sizes	\$5.00/sheet (plus above sq. ft. cost)	

- 2. Facsimiles sent: \$1.00/each
- 3. Transportation (mileage): \$0.50/mile
- 4. Audio/Video Conferencing
  - a. Audio Conferencing \$0.15/minute/person
  - b. Video Conferencing \$0.50/minute/person
  - c. Audio/Video Conferencing \$0.65/minute/person
- 5. Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge
- 6. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Actual cost plus 10%
  - c. Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10%

**Jones & Carter Inc**  
**2013 Construction Phase Management Services for CIP Projects**  
**Contract Inspections for services - Jan 2013 to Sept 2013**

<b><u>PROJECT</u></b>	<b><u>2013 EXPENSES</u></b>
Bamore Road	\$ 6,422.70
Blume Road	1,732.60
CDBG Phase VIII	765.00
Center Point Lateral	5,775.00
Fire Station No. 3	9,305.00
Animal Control	4,068.75
Seatex Drainage	2,300.00
WP# 3 Generator	4,695.00
<b>TOTAL:</b>	<b>\$ 35,064.05</b>

4. HEAR PRESENTATION FROM USW UTILITY GROUP REGARDING OPERATION, MAINTENANCE AND MANAGEMENT OF THE WASTEWATER TREATMENT AND RECLAIMED WATER FACILITIES.

*Key discussion points:*

- Representatives from USW Utility Group distributed handouts and began their presentation regarding the firm's qualifications and experience.
- During and after the presentation, USW Utility representatives answered questions and provided additional information to the Committee and staff.

5. CONSIDERATION OF AND ACTION ON A RECOMMENDATION TO THE ROSENBERG CITY COUNCIL REGARDING THE CONTRACT OPERATIONS OF WASTEWATER TREATMENT FACILITIES.

*Action:* Councilor Peña made a motion, seconded by Councilor Grigar to request Staff to invite all three (3) firms to receive a Request for Proposals for the Operation, Maintenance and Management of the Wastewater Treatment and Reclaimed Water Facilities. The motion passed by a unanimous vote of those present.

6. CONSIDERATION OF AND ACTION ON A RECOMMENDATION TO THE ROSENBERG CITY COUNCIL FOR ENGINEERING SERVICES ON THE ROSENBERG BUSINESS PARK PROJECT.

*Key discussion points:*

- Mr. Fielder along with Eric Johnson of IDS Engineering Group (IDS) gave an overview of the project and the current experience of IDS. A brief discussion followed.

*Action:* Councilor Peña made a motion, seconded by Councilor Grigar to recommend IDS Engineering Group to provide engineering services on the Rosenberg Business Park Project. The motion passed by a unanimous vote of those present.

7. CONSIDERATION OF AND ACTION ON A RECOMMENDATION TO THE ROSENBERG CITY COUNCIL FOR ENGINEERING SERVICES FOR THE 2014 CONSTRUCTION PROJECT REPRESENTATION.

*Key discussion points:*

- After a lengthy discussion, the Committee decided to table the item and discuss further at a Council Workshop.

*Action:* Councilor Peña made a motion, seconded by Councilor Grigar, to table the item and place the agenda item on a future City Council Workshop agenda. The motion passed by a unanimous vote of those present.

8. CONSIDERATION OF AND ACTION ON A RECOMMENDATION TO THE ROSENBERG CITY COUNCIL FOR ENGINEERING SERVICES ON PHASE IX OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROJECT.

*Key discussion points:*

- Mr. Maresh gave an overview of the project followed by a brief discussion.

*Action:* Councilor Peña made a motion, seconded by Councilor Grigar to recommend Kelly R. Kaluza & Associates, Inc., to provide engineering services on Phase IX of the Community Development Block Grant (CDBG) Funded Project. The motion passed by a unanimous vote of those present.

9. ADJOURNMENT.

There being no further business, the Professional Services/Engineering Project Review Committee Meeting adjourned at 9:17 p.m.

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Tiffany Ybarra, Administrative Assistant



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
4	Ornamental Street Light Policy Discussion
<b>ITEM/MOTION</b>	
Review and discuss ornamental street light policy, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**SUPPORTING DOCUMENTS:**

1. City of Missouri City Design Standard Excerpt – Chapter 4, Section 4.05 – Ornamental Street Lights
2. Code Of Ordinances Excerpt, Sec. 25-71
3. Design Standards Excerpt, Sec. 2.9
4. Ornamental Street Light Example Photos

**MUD #:** 144 (PUD for Summer Lakes/Waterford Park)

**APPROVALS**

**Submitted by:**

*Travis Tanner*

Travis Tanner, AICP  
Planning Director

**Reviewed by:**

- Finance Director
- City Attorney
- City Engineer
- Assistant City Manager *g.m.*
- (Other)

**Approved for Submittal to City Council:**

*Robert Gracia*

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

Staff has received an inquiry from the developer of Summer Lakes/Waterford Park (Fort Bend County MUD No. 144) regarding ornamental street lights. They would like to install ornamental street lights, as opposed to the standard “cobra” lights, in the Summer Park portion of the development (the portion of MUD No. 144 south of Reading Road off of August Green Drive). They would also like the City to accept and maintain the street lights as with standards lights.

Currently, per City regulations (Code of Ordinances, Sec. 25-71; and Design Standards, Sec. 2.9), the location of street lighting systems are designed by CenterPoint Energy and approved by the City. The developer pays for the cost of installation of the lights plus three (3) years’ maintenance. The developer can install, and the City will accept, standard lights. If the City were to accept non-standard or ornamental lights, it would require more lights to meet the same lighting standards because the ornamental lights are typically smaller. Therefore it would result in greater long-term costs to the City.

For example, in the subdivision for which this item is being discussed (Summer Park Section One), a standard street lighting system would require approximately thirty (30) lights. To utilize ornamental lights and still meet the same lighting standards would require approximately thirty-five (35) lights. If the lights cost approximately \$15 per light per month to maintain (a rough estimate), the ornamental lighting system would cost the City an additional \$900 annually if the City accepted the system. Under the current City Ordinance, however, there is the option to (1) use standard lighting or (2) have a private system that the Homeowners Association (HOA), not the City, would be responsible for maintaining.

The developer requested that this item be placed on a City Council Agenda to discuss further options whereby the HOA would not have to take on the lighting system in order to have upgraded street lights.

There are not numerous examples of other cities' policies addressing this particular issue. Possibly the best example from the research staff conducted was the City of Missouri City, which will enter into an agreement where the HOA is responsible for additional ongoing costs above and beyond the standard number of street lights. The only risk in this case may be reliance on an HOA for the long term maintenance costs.

At this time, staff is requesting direction from City Council as to whether the City should (1) keep the current Ordinance as it is, or (2) proceed with an Ordinance Amendment similar to Missouri City's (attached) that would allow the developer to install ornamental lights provided the HOA is responsible for the costs associated with the additional lights. The latter could be done through an Amendment to the "Subdivision" Ordinance, and potentially the Design Standards. Should City Council direct staff to move forward with one of these options, this item will likely also need to be reviewed by the Planning Commission for their recommendation due to involving the "Subdivision" Ordinance and Design Standards.

#### **4.05 ORNAMENTAL STREET LIGHTS**

- A. Developers, homeowner and property owner associations may desire to install street lights in a manner which deviates and/or exceeds the requirements set forth in this policy and such street lighting shall, to the extent it exceeds or deviates from these requirements set forth herein, be considered ornamental lighting and shall be permitted only upon prior application and approval by the Director of Public Works. In no event shall the street light layout and design fall below the standards set forth in this Chapter, nor exceed the standards set by the Illuminating Engineering Society. If the cost for such ornamental lights exceeds the cost for lights installed in accordance with the City standards, the cost above the City standard shall be paid by the developer, HOA or POA, under contract directly with the service provider, in perpetuity.
- B. The city standard for street lights on curb-and-gutter streets and in new developments is the "cobra head" street light mounted on a smooth, 35-foot or 40-foot metal pole. In areas where wooden poles and overhead lines are already prevalent, street lights may be located on existing wooden poles. Street lights that are not "cobra head" lights or that are not mounted above 30 feet are considered ornamental street lights.
- C. The installation, operation and maintenance of ornamental street lights shall not be the responsibility of the City of Missouri City, except in the following conditions:
  - 1. A variance request to install ornamental street lighting has been approved by the Public Works Department.
  - 2. A street lighting plan that shows that the lighting provided by the ornamental lights meets or exceeds the coverage and lumens to the requirements of this chapter for public lighting.
  - 3. An agreement is executed between the City and a perpetual entity acceptable to the City (i.e. a homeowners association), in which the perpetual entity agrees to cover the installation cost of all lighting and the monthly maintenance cost of all lights in excess of the number of lights required by this chapter for public lighting.

#### **4.06 TECHNICAL REQUIREMENTS**

##### **4.06.1 Street Light Spacing**

- A. In residential developments, not along major thoroughfares, where home sites are located on an average of less than every 100 linear feet, street lights shall be evenly spaced and located on an average of 350 feet apart from one another. In no event shall street lights be installed so that they are closer than 200 feet or further than 500 feet apart from one another unless it is because an intersection, major thoroughfare, or bridge is closer than the 200-foot minimum.
- B. In residential developments, not along major thoroughfares where home sites are platted on an average of one every 100 linear feet of street or more, street lights shall be evenly spaced and located on an average of 500 feet apart. In no event shall street lights be installed so that they are closer than 300 feet or further than

PART II - CODE OF ORDINANCES  
Chapter 25 - SUBDIVISIONS  
ARTICLE III. - SUBDIVISION DESIGN REQUIREMENTS (STANDARDS)

DIVISION 2. - SPECIFIC REQUIREMENTS

- a. A minimum building setback of twenty-five (25) feet shall be provided on the front of all interior lots that front upon minor and collector streets and major thoroughfares.
  - b. The minimum building setback requirements on the sides of interior lot lines shall be established in accordance with the most recently adopted version of the International Building Code.
  - c. A minimum building setback of sixty (60) feet shall be provided, for all industrial structures up to sixty (60) feet in height, on the rear of all interior lots that are adjacent to a residential use. An additional one (1) foot of setback shall be required for every additional one (1) foot in height of the industrial structure above sixty (60) feet.
- (3) The Downtown Area, as defined in [Chapter 6](#) of this Code, is exempt from the setback requirements set forth in this subsection; however, all structures constructed in the Downtown Area shall comply with all setback requirements established in the International Building Code and the International Fire Code, as adopted.

(Ord. No. 2008-06, § 3, 5-20-08; Ord. No. 2008-18, § 4, 8-19-08; Ord. No. 2008-24, § 6, 8-5-08)

**Sec. 25-71. - Street lights.**

Each subdivision shall have street lights installed with a maximum spacing of three hundred (300) feet between each light, and arranged so that one (1) light is installed at every street intersection. The wiring shall be placed underground and the light mounted on a steel standard. The light intensity of each lamp shall be a minimum of sixteen thousand (16,000) lumens and the light shall be high pressure sodium vapor. Each subdivider will be required to pay to the city, annually for three (3) years (beginning from the date the lights are installed), a fee equal to the actual cost to the city for the upcoming year of installing and maintaining newly installed streetlights requested by such subdivider, which cost will be established by the city's power provider in the beginning of each year.

(Ord. No. 2005-24, § 1, 10-18-05; Ord. No. 2008-06, § 2, 5-20-08; Ord. No. 2008-18, § 3, 8-19-08)

**Note**—Formerly [§ 25-70](#)

**Sec. 25-72. - Subdivision—Unit of a larger tract.**

Where the proposed subdivision constitutes a unit of a larger tract owned by the subdivider which is intended to be subsequently subdivided as additional units of the same subdivision, the preliminary and final plats shall be accompanied by a layout of the entire area showing the tentative proposed layout of streets, blocks, drainage, water, sewer and other improvements for such area. The overall layout, if approved by the commission, shall be attached to and filed with a copy of the approved subdivision plat in the permanent files of the city. Thereafter, plats of subsequent units of such subdivisions shall conform to such approved overall layout, unless changed by the commission. However, except where the subdivider agrees to such change, the commission may change such approved overall layout only when the commission finds:

- (1) That adherence to the previously approved overall layout will hinder the orderly subdivision of other land in the area in accordance with this chapter; or
- (2) That adherence to the previously approved overall layout will be detrimental to the public health, safety or welfare, or will be injurious to other property in the area.

(Ord. No. 2005-24, § 1, 10-18-05)

shall meet the requirements of Section 4.2.3.

- E. All street crossings shall be constructed in accordance with construction plans approved by the City. All street crossings shall be inspected by the Department of Public Works and meet the requirements of these Standards.

#### 2.7.3 Railroad and Pipeline Crossings

- A. For railroad crossings, the carrier pipe shall be encased in steel pipe casing extending twenty-five (25') feet from the centerline of tracks.
- B. All construction within the railroad or pipeline right-of-way shall conform to minimum requirements set out in the agreement with the owner of the right-of-way.

#### 2.7.4 Ditch and Stream Crossings

- A. Crossing under a stream or ditch is preferred by the City. The top of the carrier pipe shall be designed to provide a minimum clearance of at least four feet (4') below the ultimate flow line and sides of the ditch and with sufficient bottom length to exceed the ultimate future ditch sections.
- B. Where existing or proposed bridges have sufficient space and structural capacity for installing water mains or conduits (twelve inches (12") or smaller) under the bridge, but above the top of the bent cap elevation, such installation may be permitted upon specific approval of the construction plans. In all cases, the water main or conduit shall be above the bottom chord of the bridge and above the 100-year water surface elevation. All conduits attached to a bridge shall be constructed using steel pipe and shall extend a minimum of ten feet (10') beyond the bridge bent or to the right-of-way line, whichever is greater. All conduit attached to a bridge shall be maintained by the owner of the conduit or will be subject to removal.
- C. Separate, free-standing crossings across drainage ways are not allowed.
- D. All stream or ditch crossings shall be approved by City Engineer.

### 2.8 Trench Safety

All construction within the City of Rosenberg and its extraterritorial jurisdiction shall conform to the requirements of state and federal guidelines for trench safety. Adequate details for construction in accordance with applicable OSHA regulations will be required in all construction plans that are approved by the City of Rosenberg.

### 2.9 Street Lighting

- 2.9.1 The installation of street lighting shall be mandatory along all public streets in the City of Rosenberg. In addition, the installation of street lighting is strongly encouraged along existing or repaved streets. For areas in the extraterritorial jurisdiction of the City of Rosenberg, street lighting may be required and reviewed by the City of Rosenberg in accordance with these Standards.
- 2.9.2 The location of street lights will be designed by Centerpoint Energy and approved by the City of Rosenberg.

- 2.9.3 Private lighting systems may supplement or replace all or a portion of public street lighting. A perpetual entity, such as an incorporated homeowners association and/or an appropriate private entity, shall notify the City of Rosenberg of its agreement to pay for the operation, maintenance, and insurance of a private lighting system prior to installation of the system. The review by the City of Rosenberg will apply the same technical requirements as used for public street lighting.
- 2.9.4 Street lights shall be designed in accordance with the requirements set out in Appendix E.
- 2.9.5 Street lights shall comply with Fort Bend County orders for Regulation of Outdoor Lighting.

## **2.10 Bench Mark**

- 2.10.1 A permanent bench mark shall be set in each subdivision section or at a spacing of one mile, whichever is greater. The bench mark shall have an elevation based on the National Geodetic Vertical Datum of 1929, current adjustment.
- 2.10.2 The bench mark elevation and location shall be certified by a Texas Registered Professional Land Surveyor in accordance with the Texas Society of Professional Surveyors "Standards and Specifications" for Category 8, Condition II, TSPS Second Order Vertical Control Survey. Accuracy shall comply with said specifications. All elevations will be based on the US Coast and Geodetic Datum of 1929 (NVD 1929).
- 2.10.3 The bench mark horizontal positions shall be certified by a Texas Registered Professional Land Surveyors "Standards and Specifications" for Category 7, Condition II, Second Order Horizontal Control. Accuracy shall comply with said specifications. All horizontal control will be based on the US Coast and Geodetic Datum of 1927 (NAD 1927).
- 2.10.4 All bench mark locations shall be provided with ties to existing monuments including coordinates using Texas Plane Coordinate System, South Central Zone.
- 2.10.5 Bench marks shall be constructed of a brass disc set in concrete as approved by the City. The concrete footing for the bench mark shall be eight inches (8") in diameter and three feet (3') deep. Concrete shall be reinforced with two number four (2 - #4) rebar.
- 2.10.6 The construction plans shall clearly identify the location of the bench mark and shall include a complete description, coordinates and elevation, with adjustment date, of the bench mark.

## **2.11 Residential Lots and Improvements**

- 2.11.1 All residential lots shall drain to a public right-of-way directly adjoining the lot. Drainage from a residential lot to a public right-of-way at the rear or side of a lot may be permitted provided the drainage system has been properly designed to accept the flow. Drainage to a Fort Bend County drainage easement shall be approved by the Fort Bend County Drainage District.
- 2.11.2 A lot grading plan showing proposed minimum slab elevations will be included in the construction plans. If slab elevations do not change, a notice of minimum elevation will suffice. The minimum slab elevations shall also be shown on the subdivision plat.

## Luminaire Choices

Granville  
w/ Cage



Granville



Granville  
Lunar Optics



Arlington



Postop



Traditionaire



Midtown



15' 6"  
or  
20'  
Black  
Only

Traditionaire Pole



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
5	Proposed Amendments to "Solicitation" Ordinance Discussion
<b>ITEM/MOTION</b>	
Review and discuss proposed amendments to the "Solicitation" Ordinance, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**MUD #:** N/A

**SUPPORTING DOCUMENTS:**

1. Code of Ordinances Excerpt - Chapter 16, Art. IV – Itinerant Vendors, Solicitors and Peddlers - Redlined

**APPROVALS**

**Submitted by:**

Dallis Warren  
Interim Police Chief

**Reviewed by:**

- Finance Director
- City Attorney *LJL/rlm*
- City Engineer
- Assistant City Manager
- (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

A request was made to review our current ordinances to address the practice of panhandling. Staff has reviewed the "Solicitation" Ordinance and applicable law and has developed several proposed changes to the existing Ordinance.

This Agenda item will provide an opportunity for City Council to discuss the Ordinance regulating itinerant vendors, solicitors and peddlers and make recommendations to staff.

**Sec. 16-171. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aggressive solicitation means:

- (a) Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;
- (b) Following the person being solicited, if that conduct is:
  - (1) Intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or,
  - (2) Intended to or reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (c) Continuing to solicit a person within five (5) feet of the person being solicited after the person has made a negative response;
- (d) Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
- (e) Using obscene or abusive language or gestures toward the person being solicited;
- (f) Approaching the person being solicited in a manner that:
  - (1) Is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or,
  - (2) Is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

Automated teller facility means the area comprised of one (1) or more automatic teller machines, and any adjacent space that is made available to banking customers.

Automated teller machine means a device, linked to a bank's account records, which is able to carry out banking transactions.

Bank includes a bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.

Bus means a vehicle operated by a transit authority for public transportation.

Check cashing business means a person in the business of cashing checks, drafts, or money orders for consideration.

*Goods or merchandise* means any personal property of any nature whatsoever, except printed material.

*Home solicitation transaction* means a transaction or the purchase of goods or services, payable in installments or cash, in which the home solicitor engages in a personal solicitation of a sale to a person at a residence. A home solicitation transaction shall not include a sale made pursuant to a preexisting retail charge agreement or a sale made pursuant to prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale or a sale of realty, in which transaction the purchaser is represented by a licensed attorney or in which the transaction is being negotiated by a licensed real estate broker.

*Home solicitor* means a person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, merchandise or services.

*Itinerant merchant or vendor* means a person, as well as their agents and employees, who sets up and operates a temporary business within the premises of another business or any other building, enclosure, vacant lot, vehicle or location in the city, soliciting, exhibiting, selling or taking orders for or offering to sell or take orders for any goods or services. The term shall not include or be construed to include anyone engaged in interstate commerce or anyone upon whom the provisions of this chapter would impose a direct and unlawful burden on interstate commerce. This term shall also not include those persons operating vehicles otherwise permitted by this Code, including taxicabs or tow truck services.

*Residence* means any separate living unit occupied for residential purposes by one (1) or more persons, contained within any type of building or structure.

*Soliciting, solicit or solicitation* means selling or attempting to sell goods or services or to take or attempt to take orders for services or goods to be performed or furnished in the future. In addition, soliciting, solicit or solicitation means to request, by the spoken, written, or printed word, or by other means of communication, an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.

*Temporary* shall mean any such business transacted or conducted in the city for which definite arrangements have not been made for the hire, rental or lease of premises for at least one (1) month in or upon which such business is to be operated or conducted.

**Sec. 16-172. - Hours for home solicitation.**

- (a) It shall be unlawful for a person to go upon any residential premises and ring the doorbell or rap or knock upon the door or create any sound in a manner calculated to attract the attention of the occupant of the residence for the purpose of engaging in or attempting to engage in a home solicitation transaction:
  - (1) Before 10:00 a.m. or thirty (30) minutes before sundown of any day, Monday through Saturday; or
  - (2) At any time on a Sunday, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day.
- (b) Subsection (a) of this section shall not apply to a visit to the premises as a result of a request or an appointment made by the occupant.

**Sec. 16-173. - Exhibiting card prohibiting solicitors.**

- (a) A person desiring that no merchant or other person engage in a home solicitation at his residence shall exhibit in a conspicuous place upon or near the main entrance to the residence a weatherproof card, not less

than two (2) inches by four (4) inches in size, containing the words, "No Solicitors." The letters shall be not less than two-thirds (2/3) of an inch in height.

- (b) Every solicitor upon going onto any premises upon which a residence is located shall first examine the residence to determine if any notice prohibiting soliciting is exhibited upon or near the main entrance to the residence. If notice prohibiting soliciting is exhibited, the solicitor shall immediately depart from the premises without disturbing the occupant, unless the visit is the result of a request made by the occupant.
- (c) It shall be unlawful for any person to go upon any residential premises and ring the doorbell or rap or knock upon the door or create any sound in a manner calculated to attract the attention of the occupant of the residence for the purpose of securing an audience with the occupant and engaging in or attempting to engage in a home solicitation transaction if a card as described in subsection (a) of this section is exhibited in a conspicuous place upon or near the main entrance to the residence, unless the visit is the result of a request made by the occupant.

**Sec. 16-174. - Permit—Required.**

It shall be unlawful for any itinerant merchant or home solicitor to solicit, sell, display or offer for sale any goods, merchandise, or services within the city without first obtaining a permit from the city.

**Sec. 16-175. - Affirmative defenses to permit requirement.**

The following shall be affirmative defenses to prosecution under this article:

- (1) That the solicitation is for a charitable, educational or religious purpose and the defendant exhibits, at the time of solicitation, documentation in writing which identifies him as a representative of the charitable, educational or religious organization for whom he is soliciting.
- (2) That the solicitor or vendor is on the property by the prior written permission of the owner or the lawful occupant of such premises.

- (3) Commercial travelers or sales agents in the usual course of business calling upon or dealing with manufacturers, wholesalers, distributors or retailers at their places of business.
- (4) Individuals operating under licenses granted by a state agency.
- (5) Is selling or distributing a food or beverage in full compliance with this article and other provisions of this Code.
- (6) That the solicitation is in connection with official government business, or is done under authority of a written contract with the city.
- (7) The event is conducted at the Fort Bend County Fair Grounds, Civic Center or event authorized by the city as a special event not requiring a permit hereunder.

**Sec. 16-176. - Same—Application.**

- (a) Any person who wishes to engage in home solicitation or any itinerant merchant who wishes to solicit within the city shall make sworn written application to the customer service department at least ten (10) days prior to the date of the contemplated sale or exhibit to be held in the city, which application shall be in the form of an affidavit and shall include the following information:
  - (1) Proof of the identity and home address of the applicant, specifically stating the complete address of applicant for notice as may be required. Applicant shall also state the name and address of the employer or firm that such applicant represents.
  - (2) A brief description of the nature, character and quality of the goods to be sold.
  - (3) If employed by another, the name and business address of the person, firm, association, organization or corporation.
  - (4) A certified copy of the charter if the itinerant vendor is a corporation incorporated under the laws of the state.

- (5) A certified copy of its permit to do business in the state if the itinerant vendor is a corporation incorporated under the laws of some state other than this state.
- (6) Applicant shall show satisfactory proof of authority to represent the entity that applicant is stating he or she represents and such proof shall be in writing.
- (7) If a motor vehicle is to be used, a description of the vehicle, together with the motor vehicle registration number and the license number.
- (8) A description of the proposed location of the solicitation.
- (9) The period of time the applicant so wishes to solicit, sell or take orders in the city.
- (10) The names of other communities in which the applicant has worked as a solicitor or itinerant merchant in the past twelve (12) months, and, if he was employed by a different company in those communities, the name of those companies shall also be stated.
- (11) Whether the applicant or any agent of the applicant has been convicted within the last five (5) years for a crime which was a felony, or involved moral turpitude, regardless of punishment.
- (12) Proof of a sales tax permit issued by the state or proof that the goods sold are not subject to such sales tax.

**Sec. 16-177. - Same—Issuance; fee.**

- (a) Upon receipt of a properly completed application for a permit, the customer service department shall forward a copy of such application to the city's police chief, who shall investigate for evidence of felony criminal convictions, convictions of crimes of moral turpitude, for violation of any city ordinance or state or federal law by the operator or manager or owner and the officers of any corporation or partners of any partnership required to be listed in such application. If no such convictions are discovered, the police chief shall approve the application within seven (7) working days of the receipt of the properly completed application and prescribed fee

unless it has been determined that the application contains false information or the person has been convicted within the last five (5) years for a crime which was a felony, or involved moral turpitude, regardless of punishment. Upon a showing by the police chief that such convictions do exist, or the application contains false information, the police chief shall disapprove the application and the applicant shall be denied a license.

- (b) Upon completion of the application, and approval by the police chief, the customer service department shall issue to any itinerant vendor or home solicitor a permit authorizing such itinerant vendor to sell, exhibit for sale, offer for sale or exhibit for the purpose of taking orders for the sale thereof, in the city, his goods or merchandise only after such itinerant vendor shall have fully complied with all provisions of this article and made payment of fifty dollars (\$50.00) for such license. No permit shall be issued until such fee has been paid by applicant.

**Sec. 16-178. - Appeal from denial.**

Any person aggrieved by the action of the denial of an application for a permit shall have the right of appeal to the city council. Such appeal shall be taken by filing with the city manager, within ten (10) days after notice of the action complained of has been mailed to the person's last known address, a written statement setting forth the grounds for the appeal. A hearing on the denial shall be scheduled for the next regular meeting of the council, to be held within twenty (20) days of the appeal, and notice shall be given to the appellant. The decision and order of the city council on such appeal shall be final and conclusive.

**Sec. 16-179. - Permit to be displayed—Authority to conduct business extends to only one (1) person; permit nontransferable.**

- (a) The permit provided for in this article shall not be transferable nor give authority to more than one (1) person to conduct a business as an itinerant vendor or home solicitor, but any person having obtained such a license may have the assistance of one (1) or more persons in conducting such business as long as such unlicensed persons do not make customer contact or contact with potential customers or persons who are the purchasers of any goods or services offered for sale. All permits as required hereunder must be displayed by the permittee in an appropriate device which may be hung around the neck or pinned to clothing, but must be publicly and conspicuously displayed on the person of the permittee at

all times while said person is within the city limits of the City of Rosenberg in the act of selling, soliciting or delivering any product or service sold in furtherance of any trade or profession for which a permit as required hereunder has been issued.

- (b) The failure of any person to display the permit as herein required in the manner as herein provided on separate occasions while selling, soliciting, attempting to sell or solicit or traveling from place to place within the city with the intent of selling or soliciting shall be a separate and distinct violation of this Code, whether or not such occurrences take place on the same day or separate days. A separate offense shall occur any time a person shall make contact with a prospective customer or in any way engage in the act of sales or sales assistance to any person within the municipal limits of the City of Rosenberg without displaying the required license as herein provided.

**Sec. 16-180. - Same—Duration and display.**

The permit provided for by this article shall continue so long as such sale or exhibit is continuously held in the city, but in no event shall it continue for more than forty (40) days from the date of its issuance. Upon expiration of a permit, the solicitor or itinerant merchant may apply for a new permit in the manner prescribed by this section.

**Sec. 16-181. - Penalty for violating article.**

It is unlawful for any person to violate any of the provisions of this article and each sale, offer for sale, exhibition for purpose of sale, or exhibition for the purpose of taking orders for the sale thereof in violation of these sections shall be a separate offense.

**Sec. 16-182. - Street vendors; permission required.**

- (a) It shall be unlawful for any itinerant vendor or solicitor to solicit on property owned or held for public benefit by the city, specifically including streets and rights-of-way, unless such person has entered into a written agreement with the city.

- (b) The city manager is authorized to execute and enter into license agreements with solicitors authorizing the use of a tract or portion thereof of city property where specific findings are made that the proposed use:
  - (1) Will not violate the provisions of the Texas Transportation Code, Title 7, Vehicles and Traffic, or Penal Code 42.03; and
  - (2) Will not cause or contribute significantly to congestion on the public sidewalks so as to render access to abutting private property unreasonably inconvenient.

**Sec. 16-183. - Sales from vehicles parked on streets.**

It shall be unlawful for any person to solicit, sell or offer for sale any goods or merchandise whatsoever, from a truck, automobile, or other vehicle which shall be stopped, standing, or parked on the streets of the city between one-half (½) hour before sunset and 10:00 a.m. unless otherwise specifically provided for in this Code. At no time may any person obstruct a highway, street, sidewalk, entrance, or exit to which the public has access, or any other place used for the passage of vehicles or conveyances.

**Sec. 16-184. - Aggressive solicitation.**

- (a) A person commits an offense if the person solicits:
  - (1) In an aggressive manner in a public area;
  - (2) In a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers;
  - (3) Within twenty-five (25) feet of:
    - i. An automated teller facility;
    - ii. The entrance or exit of a bank;
    - iii. The entrance or exit of a check cashing business; or at a marked crosswalk;
  - (4) On either side of the street on a block where a school attended by minors or a child-care facility has an entrance or exit;

(5) At a sidewalk café or the patio area of a bar or restaurant.

(b) A culpable mental state is not required, and need not be proved, for an offense under subsection (a)(2), (3), or (4).

(c) This section is not intended to proscribe a demand for payment for services rendered or goods delivered.

**Sec. 16-1854. - Application of this division.**

This division does not apply to persons and organizations that are regulated by federal or state agencies to the extent that the federal or state law or regulation conflicts with this division.

**Sec.16-186. - Violation – Penalty.**

Any person, violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon a conviction shall be subject to a penalty in an amount as provided in Section 1-13 of this Code.

**Secs. 16-1875-16-200. – Reserved.**



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
6	Charter Review Committee Discussion
<b>ITEM/MOTION</b>	
Review and discuss potential appointment of a Charter Review Committee, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

One-time  
 Recurring  
 N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:** N/A

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

**MUD #:** N/A

**SUPPORTING DOCUMENTS:**

1. None

**APPROVALS**

**Submitted by:**

**William Benton/rlm**

William Benton  
Councilor, At Large Position One

**Reviewed by:**

Finance Director  
 City Attorney  
 City Engineer  
 Assistant City Manager  
 (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This Agenda item has been included to allow City Council the opportunity to discuss the potential appointment of a Charter Review Committee.



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
7	Bond Election Committee Discussion
<b>ITEM/MOTION</b>	
Review and discuss potential appointment of a Bond Election Committee, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

One-time  
 Recurring  
 N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:** N/A

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

**MUD #:** N/A

**SUPPORTING DOCUMENTS:**

1. None

<b>APPROVALS</b>		
<b>Submitted by:</b> <i>William Benton/rlm</i> William Benton Councilor, At Large Position One	<b>Reviewed by:</b> <input type="checkbox"/> Finance Director <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> Assistant City Manager <input type="checkbox"/> (Other)	<b>Approved for Submittal to City Council:</b>  Robert Gracia City Manager

<b>EXECUTIVE SUMMARY</b>
This Agenda item has been included to allow City Council an opportunity to discuss the potential appointment of a Bond Election Committee.



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
8	Trash and Recycle Cart Setbacks Discussion

## ITEM/MOTION

Review and discuss proposed setbacks for trash and recycle carts, and take action as necessary to direct staff.

## FINANCIAL SUMMARY

### Annualized Dollars:

One-time  
 Recurring  
 N/A

### Budgeted:

Yes  No  N/A

Source of Funds: N/A

## ELECTION DISTRICT

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

MUD #: N/A

## SUPPORTING DOCUMENTS:

1. None

## APPROVALS

### Submitted by:

**William Benton/rlm**

William Benton  
Councilor, At Large Position One

### Reviewed by:

Finance Director  
 City Attorney  
 City Engineer  
 Assistant City Manager  
 (Other)

### Approved for Submittal to City Council:

Robert Gracia  
City Manager

## EXECUTIVE SUMMARY

This Agenda item has been included to allow City Council the opportunity to discuss potential setback requirements for trash and recycle carts.



# CITY COUNCIL COMMUNICATION

January 28, 2014

ITEM #	ITEM TITLE
9	Street Weight Limits Discussion
<b>ITEM/MOTION</b>	
Review and discuss vehicle weight limits for specific streets, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

One-time  
 Recurring  
 N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:** N/A

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

**MUD #:** N/A

**SUPPORTING DOCUMENTS:**

1. None

**APPROVALS**

**Submitted by:**

**William Benton/rlm**

William Benton  
Councilor, At Large Position One

**Reviewed by:**

Finance Director  
 City Attorney  
 City Engineer  
 Assistant City Manager  
 (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This Agenda item has been included to allow City Council the opportunity to discuss vehicle weight limits on specific streets.

# **ITEM 10**

**Consider motion to adjourn for Executive Session.**

# **ITEM 11**

**Hold Executive Session to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code; and, to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, for deliberations regarding economic development negotiations as authorized by Section 551.087 of the Texas Government Code.**

# **ITEM 12**

**Adjourn Executive Session, reconvene into Workshop Session, and take action as necessary to direct staff as a result of Executive Session.**

# **ITEM 13**

**Adjournment.**