

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, February 25, 2014

TIME: 6:00 p.m.

PLACE: Rosenberg City Hall
City Hall Council Chamber
2110 4th 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 proposed revisions to Part II, Chapter 3. Alcoholic Beverages, Section 3-3 of the Code of Ordinances, entitled "Open containers and consumption of alcoholic beverages prohibited in certain public places", and take action as necessary to direct staff. (Kanak)
2. Review and discuss proposed revisions to the Avenue H Business Assistance Grant Program, and take action as necessary to direct staff. (Kanak)
3. Review and discuss street sweeping, and take action as necessary to direct staff. (Benton)
4. Consider motion to adjourn for Executive Session.
5. Hold Executive Session to consult with City Attorney to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code.
6. Adjourn Executive Session, reconvene into Workshop Session, and take action as necessary to direct staff as a result of Executive Session.
7. 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

February 25, 2014

ITEM #	ITEM TITLE
1	Downtown District Special Events Alcohol Consumption Discussion

ITEM/MOTION

Review and discuss proposed revisions to Part II, Chapter 3. Alcoholic Beverages, Section 3-3 of the Code of Ordinances, entitled "Open containers and consumption of alcoholic beverages prohibited in certain public places", and take action as necessary to direct staff.

FINANCIAL SUMMARY	ELECTION DISTRICT
-------------------	-------------------

Annualized Dollars: <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Source of Funds: N/A	<input checked="" type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input type="checkbox"/> City-wide <input type="checkbox"/> ETJ
--	---	---

SUPPORTING DOCUMENTS:	MUD #: N/A
------------------------------	-------------------

- Code of Ordinances Excerpt - Chapter 3, Article I. Section 3-3 - Redlined

APPROVALS

Submitted by:  Rachelle Kanak Interim Economic Development Director	Reviewed by: <input type="checkbox"/> Exec. Dir. of Administrative Services <input type="checkbox"/> Asst. City Manager for Public Services <input checked="" type="checkbox"/> City Attorney <i>LJL/rl</i> <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	Approved for Submittal to City Council:  Robert Gracia City Manager
---	---	--

EXECUTIVE SUMMARY

Section 3-3 of the Code of Ordinances (Code) prohibits open containers and the consumption of alcoholic beverages in certain public places, including within the Rosenberg Central Business District (Downtown District). The Code states that an offense has been committed if one possesses an open container of or consumes an alcoholic beverage within the Downtown District.

In 2013, the area known as the Downtown District was designated as one of only twenty-four (24) cultural districts in the State of Texas and the only cultural district in Fort Bend County. Building on this cultural district designation, the Downtown District community hosts events centered around varying arts programs, and the District holds approximately one (1) large event each year which requires a special events permit from the City of Rosenberg.

The proposed revisions would make it a defense to prosecution to consume alcoholic beverages in the Downtown District during a permitted special event. The proposed language requires that any alcohol consumed within the confines of the special event must be purchased at the event, not leave the event, and not be in a glass container.

Should City Council approve of this change to allow for alcoholic beverage consumption in the Downtown District during a permitted special event, staff will return with an Ordinance amendment for same on a future Agenda. Staff seeks City Council's direction on the proposed revisions.

PART II - CODE OF ORDINANCES
Chapter 3 - ALCOHOLIC BEVERAGES
ARTICLE I. - IN GENERAL

Sec. 3-3. - Open containers and consumption of alcoholic beverages prohibited in certain public places.

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

Alcoholic beverage shall mean an alcoholic beverage as defined in the Texas Alcoholic Beverage Code.

Rosenberg Central Business District shall mean the area contained within the following boundaries: The south right-of-way of Avenue I from the west right-of-way line of Houston Street to the east right of way line of Fifth Street, then north to the south right-of-way line of Avenue F, then east to the east right-of-way line of Sixth Street, then north to the north right-of-way line of Avenue E, then west to the west right-of-way line of Houston Street back to the south right-of-way line of Avenue I.

Rosenberg Downtown Area shall mean the old Rosenberg downtown market region from the center of the right-of-way of Avenue I from the center right-of-way line of First Street to the center right-of-way line of Fifth Street, then north to the south right-of-way line at Southern Pacific Railroad from the center right-of-way lines of FM 723 and First Street to the center right-of-way line of Fifth Street.

Open container shall mean a container that is no longer sealed.

- (b) A person commits an offense if he possesses an open container of or consumes an alcoholic beverage within the Rosenberg Central Business District or Rosenberg Downtown Area.
- (c) It is a defense to prosecution under subsection (b) of this section that the person:
- (1) Was attending a special event for which a permit was issued in accordance with Chapter 24, Article V of the Code of Ordinances and under the following conditions:

- a. The beverage was purchased within the confines of the special event area from a person or entity holding a valid permit or license to sell or service alcoholic beverages issued by the Texas Alcoholic Beverages Commission;
- b. The beverage is not held in a glass container;
- c. The beverage is consumed only within the special events area;
- ~~a. That was authorized by the city council; and~~
- ~~b. For which a valid permit or license to sell or serve alcoholic beverages was issued by the Texas Alcoholic Beverage Commission;~~

PART II - CODE OF ORDINANCES
Chapter 3 - ALCOHOLIC BEVERAGES
ARTICLE I. - IN GENERAL

- (2) Was within the area of an establishment licensed by the Texas Alcoholic Beverage Commission for alcohol consumption on the premises;
 - (3) Was inside a building not owned or controlled by the city; or
 - (4) Was inside a residential structure or on residential property with the owner's consent.
- (d) If a person possesses or has in his possession an open container specifically made for the purpose of containing an alcoholic beverage and labeled as containing an alcoholic beverage, it shall be presumed that any content therein is an alcoholic beverage.
- (e) Nothing in this section is intended to prohibit or otherwise control the manufacture, sale, distribution, transportation, or possession of alcoholic beverages, except to the extent allowed by state law.
- (f) Exemption to possession of an open container of or consumption of alcoholic beverage.

The following is exempt from the application of Section 3-3 (b) regarding possession of an open container of or consumption of an alcoholic beverage:

- a. Permitted sidewalk cafés located within the Rosenberg Downtown area.

Cross reference— Sale of beer for consumption on premises prohibited in residential areas, § 3-8; permitting of special events, § 24-156 et seq.

State law reference— Authority of city to prohibit possession and consumption in the central business district, V.T.C.A., Alcoholic Beverage Code, § 109.35.



CITY COUNCIL COMMUNICATION

February 25, 2014

ITEM #	ITEM TITLE
2	Avenue H Business Assistance Grant Program Discussion

ITEM/MOTION

Review and discuss proposed revisions to the Avenue H Business Assistance Grant Program, 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:

410-0000-550-5745

- District 1
- District 2
- District 3
- District 4
- City-wide
- ETJ

SUPPORTING DOCUMENTS:

MUD #: In-City

1. Business Assistance Grant Program Guidelines and Criteria - Redlined
2. Resolution No. R-1288 – 02-15-11
3. City Council Meeting Minute Excerpt – 11-26-13
4. City Council Meeting Minute Excerpt – 02-15-11
5. City Council Meeting Minute Excerpt – 11-23-10

APPROVALS

Submitted by:

Rachelle Kanak
Interim Economic
Development Director

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager for Public Services
- City Attorney
- City Engineer
- Exec. Dir. of Community Development *TLT*

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Avenue H Business Assistance Grant Program (Program) was presented to City Council on November 23, 2010, and at City Council's direction, staff submitted Resolution No. R-1288 on February 15, 2011, for approval of the guidelines, criteria, and applications for the Avenue H Business Assistance Grant Review Committee.

The Program was developed to support businesses located on Avenue H only, and is a reimbursable grant for exterior improvements such as façade, landscaping, and signage. The grant is a 50-50 match, up to \$2,500.00.

Through a 380 Grant Program, the City budgeted \$100,000 for the Program in FY 2011 with a suggested allocation of \$25,000 per year for four (4) years, or until the all funds were awarded. In FY 2011, \$38 was awarded. In FY 2012, \$18,693 was awarded. In FY 2013, and year to date FY 2014, no awards have been granted. A total of \$18,731 has been awarded since the Program's beginning in 2011.

At City Council's direction from the November 26, 2013 Workshop, staff has revamped the Program, opening it up to all Rosenberg businesses, not just those businesses on Avenue H. The proposed Program, renamed the

EXECUTIVE SUMMARY

Business Assistance Grant Program, has been slightly modified to include a scoring system, which weights Avenue H businesses favorably. It also creates a formalized committee review structure. The revised Grant Review Committee (Committee) structure is a proposed five (5) member Committee comprised of a representative from City Council, the Image Committee, the Planning Commission, the Rosenberg Development Corporation, and the West Fort Bend Management District. The Economic Development Director is the proposed staff liaison to the Committee. The proposed Program remains a reimbursable grant program, with a 50-50 match, up to \$2,500.00.

Should City Council want to open the proposed Program up geographically, but not necessarily to all types of properties, the following could be considered:

- A maximum acreage, such as one (1) acre.
- Properties with existing improvements.

It should be noted that, whether there are additional restrictions on the proposed Program or not, projects would still be subject to review by the Committee, which could determine if the project meets the intent of the proposed Program.

Should City Council approve of the revisions, staff will bring an Ordinance Amendment forward for consideration on a future Agenda.

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

Section 1. Sponsor

City of Rosenberg.

Section 2. Purpose

The purpose of this pProgram is to enhance the economic vitality of the City of Rosenberg by encouraging visually appealing physical improvements to local business establishments.

Section 3. Grant Type

Grants provided are Reimbursement Grants, such grants being a cash match for funds disbursed by an Applicant, and are in amounts not to exceed those provided under Section 6, "Type of Grants" below. In-kind contributions may not be used as a part or whole of an Applicant's match. Only Applicant's cash expenditures may be used as a grant match.

Section 4. Funding Cycle

Funding cycles shall be October 1st through September 30th. For each funding; cycle, the City shall designate an amount of funding for that cycle. Upon depletion of those funds, the City will be under no obligation to fund additional grants. Likewise, the City is under no obligation to establish future cycles.

Section 5. Eligibility

- A. Any new or existing business within the Rosenberg eCity ~~Limits and located along U.S. Highway 90A from Bamore Road to Lane Drive.~~
- B. Business facilities also serving as a residence are not eligible.
- C. Business facilities and/or properties which have outstanding financial obligations to the City of Rosenberg, such as liens, court fines, eCity utility bills, or delinquent property taxes are not eligible.
- D. Business facilities and/or property owners which have an ongoing lawsuit or are in any way parties to litigation against the City of Rosenberg are not eligible.

Section 6. Type of Grants

- A. FAÇADE IMPROVEMENT: Improvements to storefronts, including, but not limited to, items such as painting, reconstruction, and remodeling.
Up to a 50% matching grant with maximum of \$2,500.
- B. SIGN IMPROVEMENTS: New signs, and renovation or removal of existing signs.
Up to a 50% matching grant with a maximum of \$2,500.

- C. PROPERTY IMPROVEMENT: Items such as landscaping, lighting, sidewalk and driveway improvements, parking lot improvements.
Up to a 50% matching grant with a maximum of \$2,500.
- D. DEMOLITION: Demolition of abandoned signs and structures.
Up to a 50% matching grant with a maximum of \$2,500.

Section 7. Guidelines

- A. Proof of ownership will be required of **a**Applicants operating a business in an owned facility or owners of a business facility.
- B. An **a**Applicant operating in a leased facility must apply jointly with property owner. Copies of a lease agreement and proof of ownership will be required.
- C. Grant funding will be limited to one (1) grant to any one (1) **a**Applicant during a ~~grant funding~~ eye~~calendar~~ year.
- D. Improvements shall be made in accordance with project drawings, specifications, and/or information provided in the application, such having been previously approved by the City. Failure to do so will render the **a**Applicant ineligible to receive grant funding. Any modifications must first receive the written approval of the City or its designee. Failure to do so will likewise render the **a**Applicant ineligible to receive grant funding.
- E. Applicant is obligated to obtain all applicable permits related to the improvement project. Failure to do so will render the **a**Applicant ineligible for grant funding.
- F. The improvements, as presented in the application, must be completed in their entirety. Incomplete improvements will render the **a**Applicant ineligible for grant funding.
- G. Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of the City shall have the right of access to inspect the work in progress.
- H. Improvements may not commence prior to having received written approval for a grant from the City.
- I. In order to be eligible to receive the grant funding, improvements must be completed within six (6) months of receiving grant approval from the City.
- J. All landscaping installed in the scope of the project must be warrantied by the **a**Applicant for minimum of one (1) year from the date of installation.
- K. All applications must contain a cost estimate (bid) from a minimum of two (2) qualified contractors or suppliers.

- L. Labor provided by the ~~a~~Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this ~~p~~Program.

Section 8. Application & Approval

- A. Applications must be made on a form provided by the City, and may be obtained at the Rosenberg City Hall, 2110 ~~4th~~Fourth Street, Rosenberg, Texas 77471, or on the City website at www.ci.rosenberg.tx.us.
- B. Applications will be considered on a ~~quarterly~~monthly basis and must be submitted by the last day of each ~~quarter~~month.
- C. Monthly consideration of applications may be delayed in the event the City elects for any reason not to consider grant applications for any particular month.
- D. One (1) original and one (1) copy of an application must be submitted.
- E. The City reserves the right to utilize whatever outside resources it deems necessary for assistance in its decision-making process.
- ~~F.~~ Applicants must score a minimum of sixty (60) points on the evaluation guidelines to be eligible for approval.
- ~~F.G.~~ Applicants will be notified in writing of the City's approval or disapproval of an application.
- ~~G.H.~~ The City may award Applicant a grant with certain provisions, conditions, or other requirements as it may from time to time deem appropriate.
- ~~H.I.~~ The City of Rosenberg reserves unto itself ~~itsthe~~ absolute right of discretion in deciding whether or not to approve a grant relative to this application. The Applicant accepts that the all decisions relating to the award of grant funds involves subjective judgments; on the part of the decision-making entity; related to the aesthetics of the proposed project and the granting of award funds for said project.
- ~~H.J.~~ The City reserves the right to waive any requirement(s) herein contained, and/or add any requirements(s) it deems to appropriate in making its determination of approval or disapproval of a grant(s) application.
- ~~J.K.~~ Application shall include photos of the existing conditions to be improved.

~~Section 9. Standards~~

~~The following factors, among such others as the City may deem necessary, shall be considered in determining whether on not to award a grant:~~

- ~~A. The amount of additional funding being provided by the applicant beyond the required cash match.~~
- ~~B. The amount of current deterioration or blight the improvement will alleviate.~~

~~C. The visual attractiveness and/or historic significance of the improvements as determined by the City, which may exercise its absolute right of discretion in such determination.~~

~~a. The colors chosen for proposed projects should be tasteful and consistent with the colors and styles of surrounding businesses. All color choices must be pre-approved by the grant selection committee.~~

~~b. Paint chips representative of the colors proposed for use in the project should be included in the application packet.~~

~~e. All projects related to signs must be completed by a professional company specializing in sign construction and/or modification. Signs must be constructed in durable, permanent materials (i.e. metal, high-density plastic, etc.).~~

~~D. Traffic levels of roadways adjacent to the improvements.~~

~~E. Health and Safety issues which may be mitigated by the improvements.~~

~~F. Level of improvements the project will make to the overall appearance of the facility.~~

~~G. Thoroughness of information provided in the application.~~

~~H. Productive life of the improvements.~~

Section 9. Evaluation Criteria Standards

The following factors shall be considered in determining whether or not to award a grant. Grant applications must score a minimum of sixty (60) points to be considered for funding. A score of sixty (60) or more points does not guarantee funding. All funding is contingent on remaining funds availability.

The evaluation matrix is a guide to assist the Review Committee in the evaluation process. The business applicant does not need to address each criterion in the impact standard to receive the total number of allotted points. The criteria within each impact standard are examples of the types of criteria the Review Committee may consider:

<u>Visual Impact</u>	<u>Possible Points</u>	<u>Awarded Points</u>
<ul style="list-style-type: none"><u>Improvement in the attractiveness of the location and the level of blight or deterioration removed;</u><u>Paint color/sign chosen are tasteful and consistent with surrounding businesses;</u><u>Paint chips/sign materials/landscaping materials are submitted with application and final project reflects what was submitted and approved;</u><u>Level of improvements' impact on overall appearance of facility.</u><u>Productive life of improvements.</u>	<u>30</u>	
<u>Economic Impact</u>		

<ul style="list-style-type: none"> • <u>Amount of additional funding expended by business;</u> • <u>Appropriateness of business to overall economic development in the surrounding neighborhood;</u> • <u>Traffic level of roadways adjacent to improvement;</u> • <u>Mitigation of health and safety issues;</u> • <u>Reuse of vacant or underutilized property.</u> 	<u>25</u>	
<p><u>Historical/Community Impact</u></p> <ul style="list-style-type: none"> • <u>Level of historical significance of building/area being improved;</u> • <u>Level of value added to the community by the business;</u> • <u>Level of interest/desire for business in the community;</u> • <u>Level of attention to historical architecture (if applicable).</u> 	<u>25</u>	
<p><u>Location Impact</u></p> <ul style="list-style-type: none"> • <u>Business located on Avenue H (between Bamore Road and Lane Drive).</u> 	<u>20</u>	

Section 10. Funding

- A. Funding will only be provided on a reimbursement basis upon the completion of the project in accordance with Section 7-D above and following an on-site inspection of the improvements.
- B. The City shall be granted the right to inspect the improvement work in progress and upon completion.
- C. Applicant shall provide the City with written notification of project completion. Such notification shall include a letter signed by the **a**Applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payments has been made for all labor and materials involved in the project. Also included in such notification shall be such documents as, but not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items the City may reasonably deem necessary for determining the successful completion of the project.
- D. Upon receipt of a notification of completion, an on-site inspection shall be made by a representative or representatives of the City to confirm, completion in accordance with the application and/or approved modifications, such inspection shall not be considered in any way as a reflection of the City’s approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of Applicant.
- E. At the next regular **Review e**Committee meeting following the on-site inspection, a written statement by the city representatives shall be provided to the **Review e**Committee testifying either to (1) compliant project completion, or (2) non-compliant project completion. In the event of a “non-compliant report”, the **Review e**Committee will review the findings, and if in agreement with the report, a letter shall be issued to the **a**Applicant stating the area/areas of non-compliance. The project shall be subject to re-inspection to confirm the successful completion of the project. Failure to correct the area/areas of non-compliance within sixty (60) days of the date of the “non-compliant letter” shall be cause for cancellation of the grant.

- F. At the regular meeting at which a “compliant” inspection report is provided, a motion to authorize funding will be adopted. Issuance of payment shall take place within ten (10) days of the funding authorization.
- G. In order to receive approval of a reimbursement, all projects should be completed by August 15 of the budget year in which the grant was approved.

~~Section 11.— Amendment~~

~~The City Council reserves unto itself the right to amend these Guidelines and Criteria as it may from time to time find desirable.~~

Section 11. Review Committee

~~The Business Assistance Grant Review Committee (Review Committee) will review and score all applications. Said eReview Committee will be comprised of five (5) members, with a representative from each of the following: Rosenberg City Council, ~~the~~ Rosenberg Image Committee, the Rosenberg Development Corporation, the West Fort Bend Management District, and the Rosenberg Planning CommissionCommittee.- The Economic Development Director for the City will serve as the staff liaison for the rReview eCommittee. Each member shall be chosen by the entityeommittee- on which they currently serve.~~

Section 12. Amendment

~~The City Council reserves unto itself the right to amend these Guidelines and Criteria as it may from time to time find desirable.~~

Section 123. Notice

- A. THE PROVISION OR DELIVERY OF THESE GUIDELINES AND CRITERIA TO AN INTERESTED PARTY DOES NOT CONSTITUTE AN OFFER OF AN IMPROVEMENT GRANT TO THAT PARTY.
- B. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT LIMIT THE DISCRETION OF THE CITY TO DECIDE WHETHER TO PROVIDE OR NOT PROVIDE A GRANT TO AN APPLICANT, WHICH ABSOLUTE RIGHT OF DISCRETION THE CITY RESERVES UNTO ITSELF, WHETHER OR NOT SUCH DISCRETION MAY BE DEEMED ARBITRARY OR WITHOUT BASIS IN FACT.
- C. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT CREATE ANY PROPERTY, CONTRACT, OR OTHER LEGAL RIGHTS IN ANY PERSON TO HAVE THE CITY PROVIDE GRANT FUNDING.
- D. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS ~~ASSISTANCE~~IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS PROGRAM SHALL BE HELD TO BE INVAILD OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS PROGRAM SHALL NOT BE AFFECTED THEREBY.

- E. THE CITY, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, THE CITY, ITS EMPLOYEES, AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT/APPLICANTS FOR ANY AND ALL DAMAGES ASSOCIATED WITH THE PLANNING, CONSTRUCTION, AND SUBSEQUENT EXISTENCE OF ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED, OR HAS RECEIVED ACTUAL GRANT FUNDING.

RESOLUTION NO. R-1288

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING GUIDELINES, CRITERIA, AND AN APPLICATION FOR THE AVENUE H BUSINESS ASSISTANCE PROGRAM.

* * * * *

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The Guidelines, Criteria and Application for the Avenue H Business Assistance Program are hereby approved. Copies of such documents are attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 15th day of February 2011.

ATTEST:

APPROVED:

Linda Cernosek
Linda Cernosek, CITY SECRETARY

Joe M. Gurecky
Joe M. Gurecky, MAYOR



EXHIBIT "A" to Resolution No. R-1288

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

Section 1. Sponsor

City of Rosenberg

Section 2. Purpose

The purpose of this program is to enhance the economic vitality of the City of Rosenberg by encouraging visually appealing physical improvements to local business establishments.

Section 3. Grant Type

Grants provided are Reimbursement Grants, such grants being a cash match for funds disbursed by an Applicant, and are in amounts not to exceed those provided under Section 6, "Type of Grants" below. In-kind contributions may not be used as a part or whole of an Applicant's match. Only Applicant's cash expenditures may be used as a grant match.

Section 4. Funding Cycle

A funding cycle shall be from October 1st to September 30th. For each funding cycle the City shall designate an amount of funding for that cycle. Upon depletion of those funds, the City will be under no obligation to fund additional grants. Likewise, the City is under no obligation to establish future cycles.

Section 5. Eligibility

- A. Any new or existing business within the Rosenberg city limits and located along U.S. Highway 90A from Bamore Road to Lane Drive.
- B. Business facilities also serving as a residence are not eligible.
- C. Business facilities and/or properties which have outstanding financial obligations to the City of Rosenberg, such as liens, court fines, city utility bills, or delinquent property taxes are not eligible.
- D. Business facilities and/or property owners which have an ongoing lawsuit or are in any way parties to litigation against the City of Rosenberg are not eligible.

Section 6. Type of Grants

- A. FAÇADE IMPROVEMENT: Improvements to storefronts, including, but not limited to, items such as painting, Reconstruction and remodeling.
- Up to a 50% matching grant with Maximum of \$2,500.
- B. SIGN IMPROVEMENTS: New signs, and renovation or removal of Existing signs.
- Up to a 50% matching grant with a Maximum of \$2,500.
- C. PROPERTY IMPROVEMENT: Items such as landscaping, lighting, Sidewalk and driveway improvements, parking lot improvements.
- Up to a 50% matching grant with a maximum of \$2,500.
- D. DEMOLITION: Demolition of abandoned signs and Structures.
- Up to a 50% matching grant with a Maximum of \$2,500.

Section 7. Guidelines

- A. Proof of ownership will be required of applicants operating a business in an owned facility, or owners of a business facility.
- B. An applicant operating in a leased facility must apply jointly with property owner. Copies of a lease agreement and proof of ownership will be required.
- C. Grant funding will be limited to one (1) grant to any one applicant during a grant funding cycle.
- D. Improvements shall be made in accordance with project drawings, specifications, and/or information provided in the application, such having been previously approved by the City. Failure to do so will render the applicant ineligible to receive grant funding. Any modifications must first receive the written approval of the City or its designee. Failure to do so will likewise render the applicant ineligible to receive grant funding.

- E. Applicant is obligated to obtain all applicable permits related to the improvement project. Failure to do so will render the applicant ineligible for grant funding.
- F. The improvements, as presented in the application, must be completed in their entirety. Incomplete improvements will render the applicant ineligible for grant funding.
- G. Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of the City shall have the right of access to inspect the work in progress.
- H. Improvements may not commence prior to having received written approval for a grant from the City.
- I. In order to be eligible to receive the grant funding, improvements must be completed within six (6) months of receiving grant approval from the City.
- J. All landscaping installed in the scope of the project must be warranted by the applicant for minimum of one (1) year from the date of installation.
- K. All applications must contain a cost estimate (bid) from a minimum of two (2) qualified contractors or suppliers.
- L. Labor provided by the applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this program.

Section 8. Application & Approval

- A. Applications must be made on a form provided by the City, and may be obtained at the Rosenberg City Hall, 2110 Fourth Street, Rosenberg, Texas 77471.
- B. Applications will be considered on a quarterly basis and must be submitted by the last day of each quarter.
- C. Monthly consideration of applications may be delayed in the event the City elects for any reason not to consider grant applications for any particular month.
- D. One (1) original and one (1) copy of an application must be submitted.
- E. The City reserves the right to utilize whatever outside resources it deems necessary for assistance in its decision-making process.
- F. Applicants will be notified in writing of the City's approval or disapproval of an application.

- G. The City may award Applicant a grant with certain provisions, conditions, or other requirements as it may from time to time deem appropriate.
- H. The City of Rosenberg reserves unto itself the absolute right of discretion in deciding whether or not to approve a grant relative to this application. The Applicant accepts that all decisions relating to the award of grant funds involves subjective judgments on the part of the decision-making entity related to the aesthetics of the proposed project and the granting of award funds for said project.
- I. The City reserves the right to waive any requirement(s) herein contained, and/or add any requirements(s) it deems appropriate in making its determination of approval or disapproval of a grant(s) application.
- J. Application shall include photos of the existing conditions to be improved.

Section 9. Standards

The following factors, among such others as the City may deem necessary, shall be considered in determining whether on not to award a grant:

- A. The amount of additional funding being provided by the applicant beyond the required cash match.
- B. The amount of current deterioration or blight the improvement will alleviate.
- C. The visual attractiveness and/or historic significance of the improvements as determined by the City, which may exercise its absolute right of discretion in such determination.
 - a. The colors chosen for proposed projects should be tasteful and consistent with the colors and styles of surrounding businesses. All color choices must be pre-approved by the grant selection committee.
 - b. Paint chips representative of the colors proposed for use in the project should be included in the application packet.
 - c. All projects related to signs must be completed by a professional company specializing in sign construction and/or modification. Signs must be constructed in durable, permanent materials (i.e. metal, high-density plastic, etc.).
- D. Traffic levels of roadways adjacent to the improvements.
- E. Health and Safety issues which may be mitigated by the improvements.
- F. Level of improvements the project will make to the overall appearance of the facility.

- G. Thoroughness of information provided in the application.
- H. Productive life of the improvements.

Section 10. Funding

- A. Funding will only be provided on a reimbursement basis upon the completion of the project in accordance with Section 7 D above and following an on-site inspection of the improvements.
- B. The City shall be granted the right to inspect the improvement work in progress and upon completion.
- C. Applicant shall provide the City with written notification of project completion. Such notification shall include a letter signed by the applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payments has been made for all labor and materials involved in the project. Also included in such notification shall be such documents as, but not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items the City may reasonably deem necessary for determining the successful completion of the project.
- D. Upon receipt of a notification of completion, an on-site inspection shall be made by a representative or representatives of the City to confirm, completion in accordance with the application and/or approved modifications, such inspection shall not be considered in any way as a reflection of the City's approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of Applicant.
- E. At the next regular committee meeting following the on-site inspection, a written statement by the city representatives shall be provided to the committee testifying either to (1) compliant project completion, or (2) non-compliant project completion. In the event of a "non-compliant report", the committee will review the findings, and if in agreement with the report, a letter shall be issued to the applicant stating the area/areas of non-compliance. The project shall be subject to re-inspection to confirm the successful completion of the project. Failure to correct the area/areas of non-compliance within sixty (60) days of the date of the "non-compliant letter" shall be cause for cancellation of the grant.
- F. At the regular meeting at which a "compliant" inspection report is provided a motion to authorize funding will be adopted. Issuance of payment shall take place within ten (10) days of the funding authorization.

- G. In order to receive approval of a reimbursement, all projects must be completed by August 15 of the budget year in which the grant was approved.

Section 11. Amendment

The City Council reserves unto itself the right to amend these Guidelines and Criteria as it may from time to time find desirable.

Section 12. Notice

- A. THE PROVISION OR DELIVERY OF THESE GUIDELINES AND CRITERIA TO AN INTERESTED PARTY DOES NOT CONSTITUTE AN OFFER OF AN IMPROVEMENT GRANT TO THAT PARTY.
- B. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT LIMIT THE DISCRETION OF THE CITY TO DECIDE WHETHER TO PROVIDE OR NOT PROVIDE A GRANT TO AN APPLICANT, WHICH ABSOLUTE RIGHT OF DISCRETION THE CITY RESERVES UNTO ITSELF, WHETHER OR NOT SUCH DISCRETION MAY BE DEEMED ARBITRARY OR WITHOUT BASIS IN FACT.
- C. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT CREATE ANY PROPERTY, CONTRACT, OR OTHER LEGAL RIGHTS IN ANY PERSON TO HAVE THE CITY PROVIDE GRANT FUNDING.
- D. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS PROGRAM SHALL BE HELD TO BE INVAILD OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS PROGRAM SHALL NOT BE AFFECTED THEREBY.
- E. THE CITY, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING, GRANT FUNDING. THEREFORE, THE CITY, ITS EMPLOYEES, AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT/APPLICANTS FOR ANY AND ALL DAMAGES ASSOCIATED WITH THE PLANNING, CONSTRUCTION, AND SUBSEQUENT EXISTENCE OF ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED, OR HAS RECEIVED ACTUAL GRANT FUNDING.

Business Assistance Grant Program

APPLICATION TO CITY OF ROSENBERG

Please Note:

- 1. Please review the Business Assistance Grant Program guidelines and criteria prior to the submission of a grant application.***
- 2. This program provides a matching grant of up to \$2,500. The Applicant's matching funds must equal or exceed the amount requested.***
- 3. Submit the original and one (1) copy of the completed application.***
- 4. All parties having an ownership in the business or facility must be parties to this application.***
- 5. Applications must be submitted jointly by both the lessee and the lessor for businesses operating in leased facilities.***
- 6. Applications must be submitted by the last business day of the quarter in order to be eligible for consideration the following month.***
- 7. Applications must contain a minimum of two (2) cost estimates from qualified contractors and/or suppliers.***
- 8. Applications may be submitted to and additional information obtained from:***

**Theresa Parma
Planning Director
City of Rosenberg
P.O. Box 32
Rosenberg, TX 77471-0032
Office: 832.595.3500
Theresag@ci.rosenberg.tx.us**

BUSINESS ASSISTANCE GRANT PROGRAM
(PLEASE PRINT IN BLUE/BLACK INK OR TYPE)

1. Applicant/Applicants' name(s): _____

2. Type of grant(s) being requested (check all that apply):

Facade Sign Property Improvement Demolition

3. Business name: _____

4. Mailing address: _____

5. Applicant contact: Phone _____ Fax _____

E-mail _____

6. Physical address of property for which grant is being requested:

7. This business is a: Sole proprietorship Partnership Corporation
Other _____
(Please state)

A. Please provide applicable business documentation such as Dba, Partnership Agreement, Corporate Charter, etc.

8. Brief description of business activity: (Attach additional sheets, if necessary)

9. Is the property owned or leased by the Applicant? Owned Leased

A. If owned, please provide proof of ownership.

B. If leased:

a. Please provide a copy of the lease agreement

b. Name of lessor _____

c. Address of lessor _____

d. Lessor contact: Phone _____ E-mail _____

10. Date business established in Rosenberg, TX: _____

BUSINESS ASSISTANCE GRANT PROGRAM

11. Number of employees: _____

12. Please provide a description of the proposed project.
(Attach additional sheets, if necessary)

A. For Façade Improvements: Please list the colors you plan to use and provide color chip samples from a paint supply store (such as Sherwin Williams, Benjamin Moore, etc.).

Colors: _____

B. For Sign Improvements: Please list the colors you plan to use and provide color chip samples.

Colors: _____

C. For Property Improvements: Please provide any additional information which would further help describe this project.

D. For Demolitions: Please provide any additional information which would further describe this project.

D. General: Please provide any additional materials which will assist with the description of your project (photographs, plans, etc.).

13. Amount of grant funds requested (Maximum of \$2,500): _____

14. Total cost of the project: _____

A. Labor cost: _____

B. Materials cost: _____

15. Estimated start date of project: _____.

16. Estimated completion date of project: _____.

17. Please attach photos of the existing conditions.

18. Please provide any additional information you believe to be important concerning this grant application on pages attached for that purpose.

BUSINESS ASSISTANCE GRANT PROGRAM

I (we) the undersigned do hereby acknowledge and/or certify the following:

1. Prior to the submission of this application, a copy of the "Guidelines and Criteria" for the Business Assistance Grant program has been obtained, reviewed and clearly understood.

_____ Initials

2. The submission of this Application does not create any property, contract or other legal rights in any person or entity to have the Grantor provide grant funding.

_____ Initials

3. If the grant funding is approved, full compliance will be maintained with all the provisions of the "Guidelines and Criteria", and/or special provisions attached as part of the grant. Failure to do so can be grounds for ineligibility to receive previously approved grant funding.

_____ Initials

4. If grant funding is approved, a designee(s) of the City of Rosenberg shall have the right to inspect the work in progress, as well as the completed improvements.

_____ Initials

5. All grant funding is contingent upon the continued availability of grant funds. The City of Rosenberg reserves the right to decrease funding or cancel the grant program at its sole discretion.

_____ Initials

6. The City of Rosenberg reserves unto itself the absolute right of discretion in deciding whether or not to approve a grant relative to this application. The Applicant accepts that all decisions relating to the award of grant funds involve subjective judgments on the part of the decision-making entity related to the aesthetics of the proposed project and the granting of award funds for said project. The City of Rosenberg reserves the right to waive or add to any of the requirements of a grant application as it deems necessary.

_____ Initials

7. The City of Rosenberg, its employees and its agents shall be held harmless for any damages, both personal and property, which may result directly or indirectly from any incident associated with subject project of this Application both during and after construction, and that the City of Rosenberg, its employees, and its agents shall not be liable for any debts incurred in association with the execution and completion of the subject project of this Application, and further that I/we, the Applicant/Applicants, assume all responsibility for any and all of the aforementioned liabilities.

_____ Initials

BUSINESS ASSISTANCE GRANT PROGRAM

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the "Guidelines and Criteria", and this Application, and that if any provision or provisions of these should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

_____ Initials

9. The information provided in this Application has been provided voluntarily, and may be relied on as being true and correct, and that the City of Rosenberg may rely on the signatures affixed hereto as if the same had been signed by Applicant(s) before a Notary Public or other authorized officer to administer oaths and to take acknowledgements.

_____ Initials

10. State law requires that, by signing and submitting this application, you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a (f). Repayment will be due no later than the 120th day after the date the City notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:

- a. lawfully admitted for permanent residence to the United States; or**
- b. authorized under law to be employed in that manner in the United States.**

_____ Initials

BUSINESS ASSISTANCE GRANT PROGRAM
APPLICANT SIGNATURES

Signed this ___ day of _____, 201__

(Print Applicant Signature)

(Applicant Signature)

Signed this ___ day of _____, 201__

(Print Property Owner Signature)

(Property Owner Signature)

BUSINESS ASSISTANCE GRANT PROGRAM
APPLICATION CHECKLIST

1. Original and one copy of application _____
2. All owners as parties to the application _____
3. Lessor and lessee as parties to the application _____
4. Business documentation (Dba, Corp. Charter, etc.) _____
5. Property proof of ownership _____
6. Copy of lease agreement _____
7. Project plans, specifications, photographs, etc. _____
8. Project cost estimates (2 Bids) _____
9. Photos of existing conditions _____

A public hearing has been scheduled for Tuesday, January 07, 2014, at 7:00 p.m., to provide any member of the public the opportunity to present evidence for or against the updated plan and proposed fees.

Key discussion points:

- John Maresh, Utilities Director/Assistant City Manager read the Executive Summary regarding the Water/Wastewater Impact Fee Update Study Report.
- Mickey Fishbeck, Consultant gave the state mandated update of the Water and Sewer Impact Fees. Fees have to be updated at least every five years. Impact Fees are one time upfront fees paid by new development or expansion of existing development to pay for major system facilities, such as, water supply, pumping, treatment for waste water and storage.
- The fee is governed by Chapter 395 of the Texas Local Government Code or the Impact Fee Act.
The City has an Advisory Committee who advises you that the fees need to be updated. Their job is to meet twice a year and review the progress on the CIP and any inequities from the application of the fees and then at the five year point, or sooner if necessary, to advise if the fees need to be updated. They have done that and a hearing is set for January 7, 2014.
- A detailed report was presented to Council and is attached as Attachment A to the Meeting Minutes.

Questions:

- What is an example of a wavier?
- If you have old septic systems in your service area you want to hook up to the system, the impact fee could be waived.
- How does the fee compare to surrounding areas?
- We are very comparable.
- How do we monitor customers to know they need a larger meter?
- This is reviewed during the plan review process and is determined at that time.
- No action was taken on the item.

2. REVIEW AND DISCUSS THE RIGHT-OF-WAY ROUGH CUT, FINISH CUT, OPEN ACREAGE AND WASTEWATER TREATMENT PLANT MOWING CONTRACT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: This item has been placed on the Workshop Agenda to offer City Council the opportunity to discuss the Right-of-Way Rough Cut, Finish Cut, Open Acreage and Wastewater Treatment Plant Mowing Contract. A copy of the current Contract and Technical Specifications is included in the packet. Staff has also prepared an updated Right-of-Way Mowing Location List, which includes the road rights-of-way included in the 2013 annexation. The open acreage areas that are currently included in the hay production lease are not included on the list.

The current one-year Contract term awarded to Bio Landscape & Maintenance, Inc., (Contractor) on February 05, 2013, will expire on March 01, 2014, and has two (2), one (1) year options to renew at the discretion of the City. This particular Contractor has provided these mowing services to the City since November 01, 2010, and has performed in an acceptable manner. At this time, staff is recommending the Contract term be extended for the first one (1) year option, effective March 01, 2014, through March 01, 2015.

Key discussion points:

- John Maresh read the Executive Summary regarding the Right-of-Way Rough Cut, Finish Cut, Open Acreage and Wastewater Treatment Plant Mowing Contract.
- The general consensus of Council was to move forward with extension of the Contract term.
- No action was taken on the item.

3. REVIEW AND DISCUSS THE AVENUE H BUSINESS ASSISTANCE GRANT PROGRAM, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: The City Council approved the creation of the Avenue H Business Assistance Grant Program (Program) on February 15, 2011. The Program was requested by the Rosenberg Development Corporation (RDC) to provide an incentive for property owners to reinvest in their property to improve the appearance, and to encourage commerce along the corridor. The Program was overseen by a committee consisting of the Economic Development Director, the District 1 City Council Member, and representatives of the RDC, Image Committee, and the West Fort Bend Management District.

Over the life of the Program, it awarded four (4) grants in 2011, six (6) grants in 2012, and none in 2013. Efforts to market the Program included personally visiting each business on Avenue H, articles in the City newsletter, and a press release. In addition, the City's Code Enforcement Officers have distributed fliers to businesses as part of their efforts to address code violations.

Based on staff's experience, two challenges have presented themselves in generating interest in participating on the part of the businesses. First, in almost all cases, the improvements were made by the building owner, rather than a tenant. We have found tenants are reluctant to make improvements to the building, especially if they receive no concessions from the landlord. Both projects that were never completed, and the grant never made, were tenants in this situation. Second, many of the buildings have out-of-town owners, and there is no interest in investing in the properties.

In light of diminishing interest in the program, staff offers the following options:

1. Eliminate the Program.
2. Expand the Program to cover a larger area, possibly including State Highway 36 and Avenue I.
3. Expand the Program to cover the entire City, with all potential participants competing for grants at one time. For example, the City would advertise for applications by a certain date, the Committee would evaluate them, and then it would select the top ten to be funded for that fiscal year. A revised committee structure would be needed to represent the entire City.

Staff is seeking direction from City Council as to the future disposition of the Program.

Key discussion points:

- Matt Fielder, Economic Development Director read the Executive Summary regarding the Avenue H Business Assistance Grant Program.
- The three options for the program were presented. If the program is expanded to the entire City we need to look at the committee because the focus has been on Avenue H only.
- We could continue to consider applications on a first come first serve basis or set a deadline, take applications and rank and award them at that time. It has worked in some areas. We have had some participation from eight businesses that have painted, fixed signs, fixed parking lots and it has provided some benefit but not at the level we hoped for when the program started.
- Councilor Euton suggested using a priority system and make an exception for other businesses. If someone wants to apply they could be told they might not qualify but we will consider them.
- Mayor Morales stated the Program was setup for improvements along Avenue H. Avenue I and Highway 36 have some of the same challenges. He suggested expanding the program into the other corridors where those challenges exist but not City wide. Avenue I and 36 are major corridors into the City.
- Councilor Euton stated maybe we could prioritize Avenue H and Avenue I and make an exception for any other business but it would have to be reviewed by Council or the Committee and allow it to be City wide. When someone wants to improve their business, you can't say they are in the wrong location. You might not qualify and the other areas have priority but we will consider you. She thinks that is fairer to the business owner and also keeps it open on an on-going basis. They would have to reapply to be considered.
- Matt Fielder stated we could look at a scoring system that is weighted towards certain areas but open to everyone.
- Councilor Pena agreed that is a good idea. Once Avenue H and I become one way they will need all of the help they can get due to the construction. If a business stays after the construction comes through this could help them improve their business.
- Councilor Grigar agreed it is a good idea to use the weighted score and expand it throughout the City. Does it go down all of Avenue H and all of Avenue I from 36 to FM 723? How much money is expended per year?
- Matt Fielder stated yes, that is what is being considered. \$25,000 is budgeted per year. It is a one to one match up to \$2,500. Most have exceeded the \$2,500.
- Councilor McConathy agreed. If the objective is to inspire businesses to revitalize in some way and maybe they encourage their neighboring businesses to do the same then eventually the City becomes more prosperous and viable and attracts other businesses.

- Councilor Benton agreed with the weighted formula for the entire City.
- Staff will come back to another workshop with guidelines to expand the Program.
- No action was taken on the item.

4. **REVIEW AND DISCUSS PROPOSED REVISIONS TO THE "SIGN" ORDINANCE FOR SIGN HEIGHT AND SIGN SIZE FOR DISTRICT "D" (AVENUE H, AVENUE I, AND STATE HIGHWAY 36) AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: At the September 24, 2013 City Council Workshop Meeting, staff presented recommendations for the maximum height and size of freestanding signs on Avenues H and I and the part of State Highway 36 (SH 36) between U.S. Highway 90A (US 90A) and Interstate-69/U.S. Highway 59 (I-69/US 59). The recommendations were as follows:

- Single-tenant:
 - Maximum height: twelve (12) feet
 - Maximum size: sixty (60) square feet
- Multi-tenant:
 - Maximum height: twelve (12) feet
 - Maximum size: ninety-six (96) square feet
 - Maximum of sixty (60) square feet per tenant

The above recommendations were the result of coordinating with the City of Richmond as directed by City Council in 2012. The concept, as generally agreed upon by Rosenberg, Richmond, and the West Fort Bend Management District (WFBMD), was for the two (2) cities to coordinate and adopt similar sign regulations on major corridors, after which the District would relinquish sign control to the cities.

There was discussion at the September 24, 2013, meeting regarding potentially larger multi-tenant sign sizes or dividing District "D" to allow larger signs to the east on Avenues H and I, where there are larger tracts and shopping centers. Councilors subsequently requested more information on the suggestions of the Sign Review Task Force and photos of existing signs and their sizes to help visualize the sign regulations.

The Sign Review Task Force met between January and May of 2010 and their recommendations were as follows for Avenues H and I and SH 36, which were grouped together at the time as they are proposed to be now:

- Single-tenant:
 - Maximum height: twenty-five (25) feet
 - Maximum size: one hundred (100) square feet
- Multi-tenant:
 - Maximum height: thirty-five (35) feet
 - Maximum size: five hundred (500) square feet

The above recommendations are similar to what the City has already adopted for I-69/US 59, and we have stepped down in size on the lesser corridors beginning with 16-foot/120 square foot single-tenant and 24-foot/320 square foot multi-tenant signs on the farm-to-market roads (District "B"). Staff would recommend continuing to step down in size due to the relatively small size of tracts and developed nature of the area, including close proximity to many residences and residential areas.

As a result of that discussion, staff recognizes that there are a variety of opinions on sign sizes and would like to provide options that City Council may reach a consensus on. Photos were included in the agenda packet to help visualize the following potential options:

1. Staff's original recommendation of 12-foot/60 square foot single-tenant and 12-foot/96 square foot multi-tenant signs
2. 12-foot/120 square foot single-tenant and 16-foot/256 square foot multi-tenant signs, similar to MUD No. 144 (Summer Lakes) Planned Unit Development (PUD)
3. If the above option is not satisfactory, City Council may wish to consider dividing District "D" at Miles Street and Mahlmann Street and incorporating the properties to the east of those streets on Avenues H and I into Sign District "B", as they are generally larger tracts and shopping centers that could be more compatible with District "B" (maximum 16-foot/120 square foot single-tenant signs and 24-foot/320 square foot multi-tenant signs).

need to come up with a budget and it should not say "to proceed with the affiliation with KTB".

- Jack Hamlett stated if you apply you would be proceeding with the affiliation, but there are certain steps and part of that would be selecting a project, doing a budget and coming back to Council for approval. All Council is being asked to approve now is whether Council thinks it is worth participating in the program and the Image Committee could then move forward with coming back with a project and recommendation for the budget process.
- Councilor Suter asked if the Image Committee could recognize houses and do this for the entire City. Is there enough money in the budget? Cyndy Powell stated there is enough money in the budget to cover the \$75.00 application fee and possibly sending two people to training in Houston. The training itself is free. We would have to consider reimbursement for expense for one day.

Action: Councilor Euton made a motion, seconded by Councilor Suter to approve Resolution No. R-1285, a Resolution in support of the Rosenberg Image Committee's submission of an Affiliate Application to Keep Texas Beautiful for the formation of Keep Rosenberg Beautiful. The motion carried by a unanimous vote.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1217, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFICATION OF LEASE AGREEMENT, BY AND BETWEEN THE CITY AND MR. EDWARD B. KAHLENBERG AND MRS. DEANA KAHLENBERG, FOR THE BUILDING MORE COMMONLY KNOWN AS THE FIRE ADMINISTRATION OFFICE, LOCATED AT 1012 5TH STREET.**

Executive Summary: The City of Rosenberg currently leases property located at 1012 5th Street in Rosenberg from Mr. and Mrs. Edward B. Kahlenberg. The City's Fire Administration is housed in this building.

Mr. Kahlenberg has proposed reducing the base rent from \$2,256.00 per month to \$2,000.00 per month for the lease year beginning April 01, 2011. During the City Council Workshop held January 25, 2011, Mr. Kahlenberg offered an option to extend the lease for five years at the same reduced rate. The anticipated savings from the reduced rent in the remainder of FY2011 would be \$1,536.00. The current taxes on the building are \$2,770.50 and are paid by the City per the Office Lease (Lease Agreement) executed March 15, 2003. The City will continue to pay the property taxes under the original Lease Agreement. Mr. Kahlenberg has offered to continue to pay the insurance on the building. The Modification of Lease Agreement, under these new terms, would continue through March 31, 2016. Staff has prepared the Modification of Lease Agreement, which is attached to Resolution No. R-1217 as Exhibit "A". Staff recommends approval of Resolution No. R-1217, authorizing the City Manager to execute a Modification of Lease Agreement for the property at 1012 5th Street.

Key discussion points:

- Cyndy Powell, Assistant to the City Manager, read the Executive Summary regarding Resolution No. R-1217.
- Mayor Gurecky thanked Mr. and Mrs. Kahlenberg for their generosity. This is a professional home for our Fire Chief and Staff. It is a beautiful building with a lot of upgrades. Mr. Kahlenberg feels in these economic times he wants to help in his small way to help the overall economy and that of Rosenberg. This is a great gesture.

Action: Councilor Suter made a motion, seconded by Councilor Grigar to approve Resolution No. R-1217, a Resolution authorizing the City Manager to execute a Modification of Lease Agreement, by and between the City and Mr. Edward B. Kahlenberg and Mrs. Deana Kahlenberg, for the building more commonly known as the Fire Administration Office, located at 1012 5th Street. The motion carried by a unanimous vote.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1288, A RESOLUTION APPROVING GUIDELINES, CRITERIA, AND AN APPLICATION FOR THE AVENUE H BUSINESS ASSISTANCE PROGRAM.**

Executive Summary: The Avenue H Business Assistance Committee met on January 27, 2011, and adopted guidelines and criteria, as well as an application for a business to be considered for a grant. The guidelines would limit the amount of a grant to a match of up to \$2,500. Applications for assistance would be considered on a quarterly basis. The guidelines and application are presented as Exhibit "A" to Resolution No. R-1288 for City Council approval.

Key discussion points:

- Matt Fielder, Economic Development Director, read the Executive Summary regarding Resolution No. R-1288.
- This program will hopefully give incentives for improvements in older areas to businesses that have been struggling. It is no longer the City saying you need to fix up your business but rather you need to fix your business and we want to be your partner and help you make that happen.
- Guidelines were included in the agenda packet. We tried to keep it from being burdensome on an applicant. The application would be filed with the City Planning Department to insure that whatever proposed improvements are included would be in compliance with our Codes.
- Councilor Suter stated this is very detailed, easy to read and follow through. On Page 2, Section 7 – Guidelines D, second to last paragraph “Any modifications must first receive the written approval of the City or its designee”. Who is that, the Committee? Matt Fielder stated yes the Committee or whoever we designate to be that person.
- Councilor Suter referenced Page 4, Section 8 – I. all of the modifications and improvements will have to comply with current Ordinances. Matt Fielder stated yes, that is the purpose for having the application submitted to the Planning Department.
- Councilor Suter stated he likes the idea the businesses can reapply annually to continue improvements.
- Councilor Segura referenced Page 1 – Section 5 Eligibility – A. “Any new or existing business within the Rosenberg city limits and located along U.S. Highway 90A from Bamore Road to Lane Drive.” Do we mean they have to be facing Highway 90 or are we looking for a business facing that way but may have their entrance to the side, such as the old “Texas Grill”. It faces Highway 90A, but their entrance faces the side street. Matt Fielder stated we would look at where the address is. That would be something the Committee would have to consider. The Committee gives us flexibility to look at these kinds of situations.
- Councilor Suter referenced the Committee meeting minutes and asked that a clarification be made on the member’s titles: Juan Salazar is representing Council District 1 and 2 and Dwayne Grigar is representing the Image Committee and their representation needs to more accurately reflected in the minutes. Matt Fielder stated he will make the corrections.

Action: Councilor Suter made a motion, seconded by Councilor Salazar to approve Resolution No. R-1288, a Resolution approving Guidelines, Criteria, and an Application for the Avenue H Business Assistance Program. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1290, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS FOR THE PURCHASE OF CERTAIN REAL PROPERTY, EASEMENTS AND/OR RIGHTS-OF-WAY FOR CAPITAL IMPROVEMENT PROJECTS INCLUDING BAMORE ROAD, BLUME ROAD, DRY CREEK DRAINAGE, AND SEABOURNE CREEK DRAINAGE IMPROVEMENTS.**

Executive Summary: On March 03, 2009, City Council approved Resolution No. R-921 providing authorization for the City Manager to negotiate compensation and to execute necessary documentation to obtain easements and/or rights-of-way on behalf of the City regarding certain Capital Improvement Projects. The Resolution also set a funding threshold not to exceed \$50,000 per individual parcel. The Resolution was set to expire two years from the date of authorization, or March 03, 2011.

Though some of the required sites have been acquired, all of the projects remain active. Staff is seeking approval regarding Resolution No. R-1290, which will authorize the City Manager to continue the acquisition process with a new expiration date.

Key discussion points:

- Jack Hamlett read the Executive Summary regarding Resolution No. R-1290.

Action: Councilor Salazar made a motion, seconded by Councilor Euton to approve Resolution No. R-1290, a Resolution authorizing the City Manager to negotiate and execute documents for the purchase of certain real property, easements and/or rights-of-way for capital improvement projects including Bamore Road, Blume Road, Dry Creek Drainage, and Seabourne Creek Drainage Improvements. The motion carried by a unanimous vote.

but we will work with them on a reasonable timeline, but they need to understand they need to hold an election to determine if they will pay for the fire service.

- Jack Hamlett stated that staff will work on the priority annexation areas and come back at a later date with a reasonable financial analysis and also how much area the City can annex each year. There is not a mandatory requirement to extend the water and sewer utilities to the newly annexed areas unless it is financially feasible. The City looked at areas where we are already serving water or have a potential to extend water.

6. REVIEW AND DISCUSS PROPOSED BUSINESS ASSISTANCE PROGRAM FOR AVENUE H, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: At the September City Council Workshop, Councilor Suter asked that the discussion be deferred regarding the proposed Business Assistance Program for Avenue H. Councilor Suter submitted a recommendation for the representatives to consider.

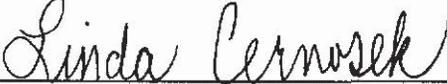
This agenda item will provide City Council with the opportunity to discuss how to proceed with establishing the Business Assistance Program and to designate a Committee to coordinate the Program.

Key discussion points:

- Mayor Pro Tem Suter stated that the RDC sought a 380 Grant to provide economic development assistance for the businesses along Avenue H. There was an agenda item at a recent City Council meeting and he pulled the item, because the grant project was going to be given to the Image Committee. He felt the 380 Grant was a business assistance grant to encourage economic development in business revitalization which results in image. He looked at the different entities he thought would be involved, and thought an initial step is to appoint a committee to implement this program.
- Councilor Salazar stated that most of the businesses along Avenue H are in District 1.
- It was decided to replace the City Council representative, Tom Suter, with City Council District 1 which will be Juan Salazar.
- The proposed five (5) representatives to the Business Assistance Grant Program for Avenue H are:
 - Economic Development Director: Matt Fielder
 - City Council, District 1: Juan Salazar (or the current District 1 City Councilor)
 - Rosenberg Development Corporation: Janie Warstler
 - Image Committee: Dwayne Grigar
 - West Fort Bend Management District: Vincent Morales
- Jack Hamlett stated after the guidelines and procedures are approved by the City Council, this committee would review applications for financial assistance. Then, the committee would make recommendations to the City Manager for authorization of the financial assistance.
- The general consensus of Council was to appoint the five positions and representatives listed above.
- Jack Hamlett said this committee would meet as needed and set a meeting date for a couple of times a year to review the applications and make recommendations.
- Mayor Pro Tem asked Matt Fielder if the City is under any pressure to start using the funds. Matt Fielder stated these are budgetted City funds, so the only restriction is our typical City budget.
- Jack Hamlett stated we would set this up as a separate fund, similar to the capital fund, where we could allocate \$100,000 a year, with the thought of granting \$25,000 a year for four years. If one year we spent only \$22,000, the other \$3,000 could carry over into the next year. If we had applications at \$27,000 that were worthy, you could go over the \$25,000 amount.
- Jack Hamlett stated he would notify these people that they were appointed as representatives.

7. ADJOURNMENT.

There being no further business, Mayor Pro Tem Suter adjourned the meeting at 7:57 p.m.



Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

February 26, 2014

ITEM #	ITEM TITLE
3	Street Sweeping Discussion

ITEM/MOTION

Review and discuss street sweeping, 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: N/A

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

MUD #: N/A**SUPPORTING DOCUMENTS:**

- General Services Contract – Sweeping Services of Texas – Operating L.P. - 12-01-13
- City Council Meeting Minute Excerpt – 11-19-13

APPROVALS

Submitted by:**William Benton/rl**

William Benton
 Councilor, At Large Position
 One

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager for Public Services
- City Engineer
- City Attorney
- (Other)

Approved for Submittal to City Council:

 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

This item has been included to allow City Council an opportunity to discuss street sweeping services and to direct staff as necessary.



GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms

Contractor: Sweeping Services of Texas - Operating L.P.

Description of Services: Street Sweeping Services

Maximum Contract Amount: \$66,389.04

Length of Contract: One-year with one additional one-year extension, if approved by City Council

Effective Date: December 1, 2013

Renewal Date: December 1, 2014

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least thirty (30) days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take

to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

- D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.
- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- F. Law Governing and Venue. **This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**
- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions.

IV. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

A. Contractor's Additional Contract Document:

1. Insurance Certificate

B. City's Additional Contract Documents:

1. Bid Documents & Technical Specifications
2. Policy for Bidding Projects – Exhibit "A"

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:


Robert Gracia
Interim City Manager

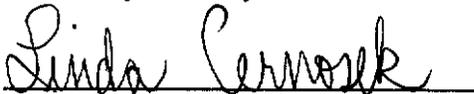
CONTRACTOR:

By:  _____

Title: Manager

Date: 11/6/18

Attest: City Secretary





Street Sweeping Services

SCOPE OF WORK

- 1.0 The Contractor shall clean all curbs, gutters, median curbs, road shoulders, gore points, turning lanes and underpasses located in the City as designated by these specifications. (All of the above areas are herein called "streets").

Streets to be cleaned are listed in the Designated Streets Section of these specifications as follows:

STREET SWEEPING LIST

- 1.1 The cleaning operation shall include, but is not limited to all sweeping, hand work, panning, dumping and trash pickup operations.

The cleaning operation does not include removal of waste materials in catch basins of storm sewers.

- 1.2 Streets will be cleaned at the following frequencies:

- a. All streets listed in BASE BID SECTION of the Street Sweeping List are to be cleaned, one time every month. If weather is inclement on the scheduled day for sweeping, the missed day will be rescheduled, and the Contractor will notify the Assistant City Manager or his Designee.

- 1.3 The City may require unscheduled sweeping service as a result of accidents, citizen's requests, special events, etc. The Contractor shall comply with such requests as follows:

- a. During scheduled hours of operation (Monday through Friday, 8:00 a.m. to 5:00 p.m.) a maximum response time of two (2) hours shall be required.
- b. During unscheduled hours of operation (all other times not covered in 1.3 a. above) a maximum response time of four (4) hours shall be required.

Payment for such unscheduled service shall be for the time worked at a stipulated hourly rate, plus one hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than two (2) hours.

METHOD OF OPERATIONS

- 2.0 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

- a. The Contractor shall provide his (its) own equipment, labor, fuel, and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence and supervision of his (its) employees.
- b. The Contractor is required to have a competent and experienced supervisor/foreman on duty during each shift (nights and days) when work is being performed under the Contract. The supervisor/foreman referred to herein may be a sweeper operator.
- c. The Contractor shall perform all hand work required to effectuate an efficient cleaning operation. The City shall have the right to identify for the Contractor those areas where hand work should be performed.
- d. There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the City.
- e. All equipment and personnel will move in the same direction as traffic at all times during all cleaning operations.

WEATHER

- 2.1 For the purpose of this Contract, the National Weather Service at Houston, Texas, shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
- a. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, sleet and high winds.
 - b. The Contractor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the Assistant City Manager or his Designee.
 - c. The Assistant City Manager or his Designee, shall at his (her) discretion have the right to order the suspension of cleaning operations whenever, in his (her) judgment, weather conditions are such that cleaning operations cannot be carried out in an effective manner.

DEBRIS

- 2.2 Collection and transportation of debris from the streets to the disposal site shall be the responsibility of the Contractor.
- a. The Contractor will comply with all applicable State and Local laws and Ordinances related to the hauling and handling of such material.
 - b. All sweeping debris collected shall be deposited by the Contractor at a place designated by the City.

WATER

- 2.3 Water for sweeping equipment shall be provided by the City. The reporting of water usage shall be outlined in Paragraph 4.2 herein, and the Contractor shall make whatever arrangements are necessary with the City for the use of hydrants throughout the Contract period.

EQUIPMENT AND FACILITY

- 3.0 The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.
- 3.1 Minimum equipment for the Contract shall be two (2) sweepers.
- 3.1 Specification for such equipment are as follows:
- a. Street Sweepers – Sweepers used in the cleaning operation will be mechanical broom sweepers or equivalent. No limitation on the age of equipment. Street Sweepers must have a minimum capacity of four (4) cubic yards and be equipped with adequate water systems for dust control. Street sweepers must be equipped with dual steering and dust brooms.
 - b. Dump Trucks – Depending upon the type of sweepers used, the Contractor may require the use of one or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event his (its) cleaning equipment requires same.
 - c. Adequate Support Equipment – Including debris transfer vehicle, pickup trucks, service trucks, tire trucks, moving arrow board truck and any other item of equipment necessary to provide cleaning services as described in these specifications.

- d. All equipment (including support equipment) shall be equipped with two-way radio communications designated for commercial use. Cellular phone service may be utilized for this purpose. CB radios are unacceptable.
- 3.2 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 3.3 All vehicles used by the Contractor must be performance worthy by visual and operational inspection. Sweepers must be washed once per day, inclement weather excepted, and all other equipment a minimum of once per week.

The Assistant City Manager or his Designee shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely; the Assistant City Manager or his Designee may require such vehicle to be brought to standard before being placed back in service.

- 3.4 The Contractor must demonstrate evidence of an adequate service facility to ensure scheduled routine maintenance, and must maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations.
- 3.5 The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

PAYMENT

- 4.0 Payment for street cleaning shall be made by the Contract unit price per curb mile actually cleaned.
- 4.1 Request for partial payment must be made individually as follows:
 - a. BASE BID SECTION – Monthly, for all streets cleaned.
- 4.2 Request for partial payment must be made in triplicate, forwarded to the Assistant City Manager or his Designee for approval, and must include the following:
 - a. Standard Claim Form for payment.
 - b. Cover invoice showing curb miles cleaned, (or cycle completed) and an extension in dollars at the quoted cost, together with the number of gallons of water used to accomplish such services.
 - c. Copy of the Route Lists for the invoiced period, showing the date each street was cleaned, the total mileage for the period and the initials and signature of the Contractor's representative.
- 4.3 No payment shall be made for any additional service other than the number of curb miles cleaned at the quoted linear curb mile cost, or upon completion of a complete cycle, except:
 - a. In the event the City shall employ the Contractor at the hourly rate stipulated in his (its) bid, the Contractor shall be paid upon completion of the specific work, after approval by the City.
 - b. Invoicing for such additional hourly work shall be made monthly in the same manner as directed in 4.2 herein.

DESIGNATED STREETS SECTION:

For the purpose of this Contract, curb mileage for streets to be cleaned is listed in this section. The City makes no representation as to the reliability of such figures.

The City expressly reserves the right to add to or delete from the listing of streets set forth in these specifications. The Contractor shall honor such additions or deletions.

In no event shall the number of curb miles for any section of streets be increased or decreased by more than twenty-five percent (25%) of the total curb miles for that section for the duration of the Contract.

The total mileage for each section of streets is as follows:

BASE BID SECTION ONLY – 97.06 total curb miles. See attached Street Sweeping List 2013-2014

Alternate Bid Item 1 – 8.59 total curb miles. See attached Street Sweeping List 2013-2014

Alternate Bid Item 2 – 2.00 total curb miles. See attached Street Sweeping List 2013-2014

**Proposed Base Bid List For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2
1st Street	Avenue E	Walnut Avenue	210	210
1st Street	US Hwy 59	Avenue G	10,032	10,032
2nd Street	Avenue E	Avenue D	361	361
2nd Street	Avenue M	Avenue F	871	871
3rd Street	Avenue C	Avenue B	-	368
3rd Street	Avenue M	RR Tracks	2,520	2,520
4th Street	Avenue K	Avenue F	1,364	1,364
4th Street	Avenue K	Avenue M	726	726
4th Street	Mons Avenue	Avenue M	4,740	4,740
5th Street	Avenue K	Avenue F	921	921
6th Street	Avenue M	Avenue F	1,880	2,209
7th Street	Avenue M	Avenue F	1,045	1,045
8th Street	Avenue I	Avenue F	1,157	1,157
Alderney Court	Gerona Blvd	Dead End	651	651
Allen Street	Avenue H	Avenue I	300	300
Allen Street	Walger Avenue	Dallas Avenue	303	303
Arbor Court	Village Court Lane	Dead End	300	300
Austin Street	Avenue I	Avenue L	1,081	1,081
Avenue C	3rd Street	4th Street	-	450
Avenue D	3rd Street	FM 723	320	795
Avenue E	Dead End	1st Street	231	231
Avenue F	2nd Street	4th Street	628	628
Avenue F	8th Street	Ward Street	354	354
Avenue G	Alamo Street	Houston Street	3,573	3,573
Avenue G	Frost Street	Dead End	695	695
Avenue H	Walnut Avenue	Jennetta Street	9,977	9,977
Avenue I	Radio Lane	Spur 529	11,976	11,976
Avenue J	3rd Street	7th Street	882	882
Avenue J	Brazos Street	Houston Street	861	861
Avenue J	George Street	James Street	251	251
Avenue J	San Jacinto Street	8th Street	765	765
Avenue K	1st Street	Mulcahy Street	370	-
Avenue K	2nd Street	3rd Street	211	211
Avenue K	4th Street	6th Street	430	430
Avenue K	Brazos Street	West Street	370	370
Avenue K	Ward Street	San Jacinto Street	472	472
Avenue L	1st Street	3rd Street	466	466

**Proposed Base Bid List For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2
Avenue L	1st Street	Carlisle Street	440	-
Avenue L	Brazos Street	Mulcahy Street	332	332
Avenue L	George Street	West Street	618	618
Avenue M	1st Street	8th Street	2,120	2,120
Avenue M	1st Street	Carlisle Street	480	-
Avenue M	Frost Street	Brazos Street	626	626
Avenue N	Graeber Road	8th Street	6,950	6,950
Avenue O	Tobola Street	Louise Street	435	435
Avenue P	Jones Street	Louise Street	1,855	1,855
Avenue R	Leonard Street	Louise Street	1,778	1,778
Azalea Drive	Mulcahy Street	Dead End	432	432
Bamore Road	US Hwy 59	Klare	5,330	5,330
Blaydon Court	West Parma Drive	Dead End	191	191
Blume Road	Spur 529	Klauke Road	6,200	6,200
Bower Court	West Columbarry Drive	Dead End	235	235
Brazos Street	Walger Avenue	Avenue H	3,038	3,038
Briar Ridge Drive	Jones Street	Junker Street	1,129	1,250
Brumbelow Street	Jones Street	Briar Ridge Drive	771	771
Cambay Drive	Town Center Blvd	West Parma Drive	262	262
Cambridge Circle	Ward Circle	Dead End	230	230
Canton Circle	East Columbarry Drive	Dead End	260	260
Carlisle Street	Avenue E	Avenue D	416	416
Carlisle Street	Walger Avenue	Avenue H	1,660	1,985
Caslyn Drive	East Columbarry Drive	Arbor Court	675	675
Cedar Lane	Mons Avenue	Dead End	712	712
Celaya Court	East Parma Drive	Dead End	416	416
Chelsea Court	Parrott Avenue	Dead End	595	595
Chestnut Drive	Live Oak Drive	Pecan Drive	398	409
City Hall Drive	1st Street	4th Street	925	950
City Hall Parking Lot	Perimeter of City Hall		1,050	917
Commercial Drive	FM 762	Vista Drive	3,887	3,940
Corporate Drive	Mustang Avenue	Dead End	1,225	1,225
Cotter Court	Cotter Lane	Dead End	214	214
Cotter Lane	Manor Drive	East Columbarry Drive	2,198	2,198
Cypress Lane	Mons Avenue	Dead End	711	711
Dallas Avenue	Mulcahy Street	Carlisle Street	348	348
Damon Street	Avenue H	Avenue N	1,720	1,720
Davis Avenue	Johnson Street	Grant Street	885	885

**Proposed Base Bid List For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2
Divin Drive	Town Center Blvd	Taylan Lane	565	565
Dogwood Drive	Pine Drive	Greenwood Drive	680	680
Dyer Avenue	Mulcahy Street	Houston Street	685	685
Dyer Avenue	West Street	Frost Street	326	326
East Columbarry Drive	Cotter Lane	Caslyn Drive	1,327	1,327
East Parma Drive	Hannover Blvd	Gerona Blvd	1,230	1,230
Easy Street	West Street	Dead End	1,356	1,356
Emilee court	Taylan Lane	Dead End	490	490
Frances Drive	Lane Drive	Avenue H	1,584	1,584
Franklin Circle	Monroe Avenue	Dead End	392	392
Freeway Manor	Junker Street	Airport Avenue	1,010	1,010
Frost Street	Avenue I	Avenue G	640	640
Frost Street	Walger Avenue	Avenue I	2,728	2,728
Gardenia Circle	Mulcahy Street	Dead End	467	467
James Street	Avenue G	Avenue H	265	265
George Street	Walger Avenue	Avenue I	2,728	2,766
Georgina	Avenue I	Avenue N	1,838	1,838
Gerona Blvd	East Parma Drive	Town Center Blvd	571	571
Glenmeadow	Tobola Street	Dead End (West)	561	561
Glenmeadow	Tobola Street	Dead End (East)	491	491
Grant Street	Davis Avenue	Monroe Avenue	375	375
Greenfield Drive	Rockwood Drive	Hardwood Drive	330	330
Green Gate Drive	Reading Road	Rockwood Drive	420	420
Greenwood Drive	Avenue N	Sandalwood Avenue	300	310
Greenwood Drive	Avenue N	Sandalwood Avenue	300	300
Greenwood Drive	Redbud Drive	Spruce Drive	1,540	1,540
Grillo Way	Old Richmond Road	Avenue H	630	630
Hamilton Street	Monroe Avenue	Parkway Avenue	593	593
Hannover Blvd	Town Center Blvd	East Parma Drive	523	523
Hardcastle	Old Richmond Road	Avenue H	630	630
Hardwood Drive	Greenfield Drive	Old Creek Drive	192	192
Helmsley Drive	West Columbarry Drive	Manor Drive	1,028	1,028
Hemple Drive	Taylan Lane	Town Center Blvd	590	590
Hickory Way	Pecan Drive	Live Oak Drive	285	285
Houston Street	Avenue J	RR Tracks	870	870
James Street	Walger Avenue	Dallas Avenue	1,724	1,724
Jane Long Drive	Lindsey Drive	Timberlane	617	617
Jane Long Drive	Sally Anne Drive	Lindsey Drive	226	226

**Proposed Base Bid List For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2
Jefferson Street	Blume Road	Dead End	1,184	1,184
Jervis Drive	Moray Drive	Hamnover Blvd	317	317
Johnson Street	Madison Avenue	Davis Avenue	285	285
Jones Street	Briar Ridge Drive (just North)	Airport Avenue	2,253	2,081
Junker Street	Jones Street	Briar Ridge Drive	946	946
Klare Avenue	Bamore Road	West Street	1,633	1,633
Klauke Court	Briar Ridge Drive	Dead End	347	374
Lane Drive	Avenue H	Avenue I	5,150	5,150
Lawrence Street	Avenue I	Avenue N	1,838	1,838
Lawrence Street	Avenue I	Avenue H	295	-
Leaman Avenue	1st Street	Woodland Village	472	472
Lee Circle	Ward Street	Dead End	283	283
Leonard Street	Avenue N	Dead End	332	315
Lindsey Drive	Jane Long Drive	Timberlane	453	453
Live Oak Drive	Airport Avenue	Chestnut Drive	983	1,125
Longhorn Drive	Airport Avenue	Dead End	726	726
Louise Street	Avenue H	Avenue N	2,087	2,087
Louise Street	Avenue N	US Hwy 59	7,010	7,010
Lynbrook Drive	Ripple Creek Drive	Dead End	372	372
MacArthur Street	Avenue K	Avenue I	643	643
Madison Avenue	McKinley Street	Johnson Street	969	969
Mahlmann Street	Avenue I	Avenue N	1,838	1,838
Mahlmann Street	Avenue N	Avenue P	580	580
Main Avenue	Louise Street	Dead End	500	500
Manor Circle	Village Court Lane	Village Court Lane	273	273
Manor Drive	West Columbarry Drive	Dead End	982	982
Maple Circle	Sandalwood Avenue	Dead End	201	201
Marilyn Drive	Jones Street	Briar Ridge Drive	610	610
Matamoros Drive	Blume Road	Dead End	1,187	1,187
Matamoros Drive	Blume Road	Monterrey Drive	920	920
McKinley Street	Dead End	Madison Avenue	569	569
Mercantile Drive	US Hwy 59	Commercial Drive	245	245
Miles Street	Avenue I	Avenue N	1,838	1,838
Miles Street	Avenue I	Avenue H	718	718
Millie Street	Avenue I	Avenue H	310	310
Millie Street	Avenue I	Avenue N	1,838	1,838

**Proposed Base Bid List For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2
Mimosa Lane	Mulcahy Street	Dead End	463	463
Mockingbird Lane	Airport Avenue	Dead End	482	482
Monroe Avenue	Grant Street	Hamilton Street	860	860
Mons Avenue	1st Street	Louise Street	4,676	4,676
Monterrey Drive	Matamoros Drive	Vera Cruz Drive	349	349
Moray Drive	West Parma Drive	Jervis Drive	308	308
Mulcahy Street	Avenue I	Avenue H	230	230
Mulcahy Street	Texas Avenue	Dyer Avenue	321	321
Mustang Avenue	In front of school		-	1,588
Nanterre Court	East Parma Drive	Dead End	411	411
Old Creek Drive	Hardwood Drive	Avenue N	801	820
Palm Court	Sandalwood Avenue	Dead End	195	195
Parkway Avenue	Hamilton Street	Dead End	984	984
Parrott Avenue	8th Street	McKinley Street	885	885
Pecan Drive	Chesnut Drive	Hickory Way	458	517
Pecan Court	Pecan Drive	Dead End	374	374
Pecan Drive	Dead End	Westwood Drive	855	855
Pine Drive	Redbud Drive	Dogwood Drive	195	180
Plaza Drive	US Hwy 59	Commercial Drive	208	208
Reading Road	FM 2218	Avenue I	4,224	4,224
Reading Road	FM 2218	US Hwy 59	4,445	4,445
Reading Road	Herndon Drive	Dead End	634	634
Reading Road	US Hwy 59	Minonite Road (FM 2977)	5,820	5,234
Redbud Drive	Greenwood Drive	Pine Drive	780	780
Ripple Creek Drive	Jones Street	Graeber Road	2,121	2,121
Rockwood Drive	Green Gate Drive	Old Creek Drive	420	420
Ruby Street	Wilburn Street	Trailer Park Entrance	1,222	1,222
San Jacinto Street	Avenue F	Avenue G	150	150
Sandalwood Avenue	Spruce Drive	Greenwood Drive	586	586
Sequoia Lane	Mons Avenue	Dead End	708	708
Spruce Drive	Greenwood Drive	Sandalwood Avenue	586	586
Spruce Drive	Sandalwood Avenue	Woodway Avenue	400	432
Stevens Court	Taylan Lane	Dead End	500	500
Taylan Lane	Hemple Drive	Divin Drive	1,080	1,080
Texas Avenue	Brazos Street	Mulcahy Street	342	342
Texas Avenue	Frost Street	George Street	340	340
Timberlane	Lane Drive	Dead End	684	684

**Proposed Base Bid List For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2
Tobola Street	Avenue I	Avenue N	1,838	1,838
Tobola Street	Avenue O	Avenue R	692	692
Town Center Blvd.	Radio Lane	FM 2218	5,418	5,418
Township Court	East Columbarry Drive	Dead End	434	434
Tremont Court	Parrott Avenue	Dead End	498	498
Truman Circle	Ward Street	Dead End	447	447
Turtle Creek Drive	Airport Avenue	Dead End	879	891
Vera Cruz Drive	Blume Road	Seabourne Meadows Drive	1,299	1,299
Vera Cruz Drive	Blume Road	Monterry Drive	371	371
Village Court Drive	Town Center Blvd	Manor Drive	1,829	1,829
Village Court Circle	Village Court Drive	Village Court Drive	360	360
Village Court Lane	Arbor Court	Village Court Drive	1,312	1,312
Vista Drive	US Hwy 59	Dead End	2,767	2,767
Walger Avenue	Bamore Road	West Street	1,679	1,633
Ward Street	Parkway Avenue	Avenue I	3,254	3,654
Washington Street	Blume Road	Dead End	1,253	1,253
West Columbarry Drive	Village Court Blvd	Manor Drive	826	826
West Parma Drive	Cambay Drive	Moray Drive	671	671
West Street	Avenue D	Dead End	360	360
West Street	Walger Avenue	Avenue I	2,728	2,728
West Street	Walnut Avenue	Avenue E	200	200
Westwood Drive	Pecan Drive	Lane Drive	683	683
White Oak Drive	Woodway Drive	Avenue N	103	103
Wilson Drive	Lane Drive	Dead End	764	764
Woodway Avenue	Spruce Drive	Greenwood Drive	1,173	1,173
		FEET	255,270	257,200
		MILES	48.35	48.71
		TOTAL MILES		97.06

**Proposed Alternate Bid Items For 2013-2014
Street Sweeping Contract**

STREET	FROM	TO STREET	LENGTH (in ft.)	
			Side 1	Side 2

Alternate Bid Item 1: Turn Lane Sweeping Only

1st Street Turn Lane	Avenue O	US Hwy 59 (South ROW line)	6,912	6,912
Avenue H Turn Lane	Millie Street	East City Limits	8,407	8,407
Avenue I Turn Lane	Millie Street	East City Limits	7,356	7,356
		FEET	22,675	22,675
		MILES	4.29	4.29
		TOTAL MILES		8.59

Alternate Bid Item 2

8th Street	Avenue I	Parrott Avenue	70	0
Alamo Street	Avenue I	Avenue N	324	0
Avenue J	San Jacinto Street	Mahmann Street	134	0
Avenue K	1st Street	2nd Street	0	0
Avenue K	3rd Street	4th Street	0	0
Avenue K	6th Street	8th Street	128	0
Avenue L	3rd Street	8th Street	0	0
Avenue O	Tobola Street	Leonard Street	1,434	1,434
Bayou Cane Lane (All)			135	135
Bayou Crossing Lane (All)			133	133
Broadview Circle (All)			202	202
Creole Bay Lane (All)			418	418
Cypress Landing Court (All)			780	780
Fallen Read Lane (All)			395	395
Grand Cane Lane (All)			835	835
Grand Isle Lane (All)			0	0
Hackberry Bank Lane (All)			387	387
Moss Bluff Lane (All)			220	220
		FEET	5,595	4,949
		MILES	1.06	0.94
		TOTAL MILES		2.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain persons may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 10th Fl. Dallas TX 75231		CONTACT NAME: Stacy Brimer PHONE (A/C, No, Ext): 972-770-1689 E-MAIL ADDRESS: wpt@mhbt.com		FAX (A/C, No): 972-376-8108
INSURED Waste Partners of Texas, Inc. dba Mr. Dirt of Texas, Jackpot Sanitation Services 3324 Roy Orr Blvd. Grand Prairie TX 75050		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Chartis Specialty Insurance Co		26883
		INSURER B: Amerisure Mutual Insurance Company		23396
		INSURER C: National Liability & Fire Insurance		20052
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2026132607 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		2026131105	9/2/2013	9/2/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Pollution Liability \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER					
	POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> AGG					
C	AUTOMOBILE LIABILITY		202613043650	9/2/2013	9/2/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	ES001913104	9/2/2013	9/2/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED <input checked="" type="checkbox"/> RETENTION #0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		AC0070469	9/2/2013	9/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EMPLOYED? (Mandatory to list)	<input type="checkbox"/> Y/A <input type="checkbox"/> N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Refer to Part 10, Additional Remarks Schedule, if more space is required)

Additional Insured form #103124 edition 04/13 and #106303 edition 10/09 applies to the General Liability policy.
Waiver of subrogation form #64283 edition 03/07 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #103124 edition 04/13 and form #103393 10/09.

Additional Insured form #M3745A edition 03/09 applies to the Automobile Liability policy.
Waiver of subrogation form #M6144A edition 03/07 applies to the Automobile Liability policy.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Rosenberg, Texas PO Box 32 2110 4th Street Rosenberg, TX 77471-0032	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY MHBT Inc.		NAMED INSURED Waste Partners of Texas, Inc. dba Mr. Dirt of Texas; Jackpot Sanitation Services 3324 Roy Orr Blvd. Grand Prairie TX 75050	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of subrogation form #WC000313 edition 04/84 and WC420304A edition 1/00 applies to the Workers Compensation policy.

Notice of Cancellation form #109821 edition 10/11 applies to the General Liability policy.

Notice of Cancellation form #109821 edition 10/11 applies to the Automobile Liability policy.

Notice of Cancellation form #1L7045 edition 05/07 applies to the Workers Compensation policy.

Notice of Cancellation form #109822 edition 03/01 applies to the Excess Liability policy.

The General Liability policy form includes blanket additional insured to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement similar "Primary and Non-Contributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Worker's Compensation & Excess Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for 30 days' advance notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. The Auto Liability Company will provide 30 days advance notice to the Certificate Holder when the policy is canceled by the Company. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.



*******IMPORTANT NOTICE EFFECTIVE 1/1/12*******

TO CERTIFICATE HOLDER

We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed **Senate Bill 425** to become effective January 1, 2012. This law will require certificate of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law explains current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies. Definition of "Certificate" includes checklists, affirmations and electronic forms.

After January 1, a certificate holder who requires an agent or policyholder to use an unapproved form or insert inappropriate language on a certificate may be sued by the Attorney General for injunctive relief or to recover a civil penalty of up to \$1,000 for each such requirement. An insurance agency could incur significant penalties of up to \$1,000 for each violation under those rules and the new law, including the revocation of the agency's insurance license, if a certificate were issued exactly as the certificate holder requested.

For this reason, after 1/1/12 we will issue the standard certificate of insurance form and may not be able to comply with some of the items you request.

Certificate holders can mail certificate forms and special wording requests for approval to:

P&C Intake Unit
Texas Department of Insurance
333 Guadalupe
Austin, TX 78701
commercialpc@tdi.state.tx.us

Please contact us with any questions you may have.

OFFICIAL BIDDER'S BOND

THE STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND }

THAT we, Sweeping Services of Texas - Operating LP as Principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Rosenberg, Texas, as municipal corporation, in the sum of 5% of Greatest Amount Bid (an equal to 5% of the greatest amount bid by the bidder to do the work).

The condition of this obligation is as follows:

WHEREAS, the Principal has submitted on or about this date a bid proposal offering to perform the following:

Street Sweeping Services for the City of Rosenberg

In accordance with the plans, specifications and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if the said Principal's offer as stated in the Bid Proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms prepared by the City, for the work described herein and also executes and returns the same number of the Performance, Payment and Maintenance Bonds, if required, on the forms prepared by the City, in connection with the work described herein, within the time provided in the specifications (such bonds to be executed by a Surety Company authorized to do business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) then this obligation is null and void, otherwise it is to remain in full force and effect.

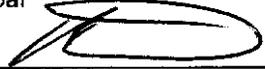
In the event that the Principal is unable to or fails to perform the obligations undertaken herein, the undersigned Principal and Surety shall be liable to the City of Rosenberg for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the City on account of the failure of such Principal to perform such obligations, the actual amount of such damages being difficult to ascertain.

[Rest of Page Intentionally Left Blank]

EXECUTED this 5th day of September, 2013.

Sweeping Services of Texas - Operating LP

Principal


Signature

Abbe Altman
Printed Name

Vice President
Title

ATTEST/WITNESS: (SEAL)


Signature

Anthony Leth
Printed Name

CFO
Title

Travelers Casualty and Surety Company

Surety of America


Signature

Gary McNeil
Printed Name

Attorney in Fact
Title

ATTEST/WITNESS: (SEAL)


Signature

Cindy Diaz
Printed Name

Witness/Insurance Agent
Title

REVIEWED:

CITY ATTORNEY

THE FOREGOING BOND IS APPROVED AND
ACCEPTED ON BEHALF OF THE CITY OF
ROSENBERG:

Robert Gracia, Interim City Manager



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219402

Certificate No. 005410369

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert C. Walch, Daniel F. Dacy III, Jeff Jordan, Larry McNeil, Gary McNeil, and Linda Helms

of the City of Arlington, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of March, 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 19th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

BIDDER CERTIFICATION

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid proposal submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid invitation. Bidders agree that the bids submitted shall remain firm for ninety (90) days following the date specified for the opening of bids.

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Sweeping Services of Texas - Operating L.P.

AGENT'S NAME: Ruben Oseguera

AGENT'S TITLE: Manager

MAILING ADDRESS: 3669 Eastex Freeway

CITY, STATE, ZIP: Houston, Texas 77026

AUTHORIZED SIGNATURE: 

DATE OF BID: 11/6/13

Street Sweeping Services

BID PROPOSAL

Proposals must be submitted *in triplicate*. Completed bid proposal must be received by the City Secretary's Office of the City of Rosenberg, 2110 4th Street, P. O. Box 32, Rosenberg, Texas 77471-0032 by 10:00 a.m. on Wednesday, November 6, 2013.

The contractor may submit in person or by mail for consideration. *The reference sheet must accompany the bid proposal sheet.* No proposal will be considered without the completed reference document.

The City reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.

Description	Curb Miles	Annual Cycles	Unit Price Per Curb Mile	Total Price Per Monthly Cycle	Total Price for 12 Monthly Cycles
Base Bid-Street List	97.06	12	\$ 57.00	\$ 5,532.42	\$ 66,389.04

Description	Total
Hourly Rate Per Technical Specifications - 4.3 a & b	\$ 130.00

Description	Curb Miles	Annual Cycles	Unit Price Per Curb Mile	Total Price Per Monthly Cycle	Total Price for 12 Monthly Cycles
Alternate Bid Item 1	8.59	12	\$ 57.00	\$ 489.63	\$ 5,875.56

Description	Curb Miles	Annual Cycles	Unit Price Per Curb Mile	Total Price Per Monthly Cycle	Total Price for 12 Monthly Cycles
Alternate Bid Item 2	2.00	12	\$ 57.00	\$ 114.00	\$ 1,368.00

ACCEPTANCE OF BID PROPOSAL:

It is understood by the undersigned that the right is reserved by the City to reject any or all bid proposals for this service.

DATE: 11/6/13

ATTEST/SEAL (if a Corporation):

WITNESS (if not a Corporation)

BY: [Signature]
 NAME: Ruben Oreguera
 TITLE: Manager

By: [Signature]
 Printed or Typed Name

Sweeping Services of Texas - Operating L.P.
 Company's Name (Bidder)
3669 Eastern Freeway
 Street Address
Houston, Texas 77026
 City, State & Zip Code
713-473-2700
 Area Code and Phone



BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Sweeping Services of Texas - Operating L.P.

BUSINESS STREET ADDRESS: 3469 Eastern Freeway, Houston, Texas 77024

BUSINESS MAILING ADDRESS: Same

BUSINESS TELEPHONE NUMBER: 713-473-2700

BUSINESS FAX NUMBER: 713-473-2701

COUNTY: Harris MINORITY OWNED: NO #OF EMPLOYEES 50

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: L.L.C. L.L.P.

YEAR EST. 2009 NO. OF YEARS IN BUSINESS 4 FEDERAL ID NO. 27-0154476

NATURE OF BUSINESS: Street Sweeping

PRINCIPALS:

NAME: Mark Duncan TITLE: President

NAME: Andrew Atkinson TITLE: Vice President

NAME: Anthony Lott TITLE: Vice President

BANK REFERENCE: Amegy Bank

NAME OF BANK OFFICER: Trey Rowe

ADDRESS / CITY / STATE / ZIP: 2301 N. Harwood St, Dallas, TX 75201

PHONE NUMBER 214-754-9478

BIDDER CUSTOMER / CLIENT REFERENCES

1. COMPANY NAME: Texas Department of Transportation - Fort Bend

ADDRESS: 4235 5H36

CITY / STATE / ZIP: Rosenberg, TX 77471

PHONE NUMBER: 281-238-7950

NAME OF CONTACT: Kurtis Telke

2. COMPANY NAME: Texas Department of Transportation - South Harris

ADDRESS: 702 FM 1939

CITY / STATE / ZIP: Houston, TX 77034

PHONE NUMBER: 281-464-5540

NAME OF CONTACT: Larry Whittington

3. COMPANY NAME: Texas Highway Maintenance

ADDRESS: 3808 Knapp Rd

CITY / STATE / ZIP: Pearland, Texas 77581

PHONE NUMBER: 281-414-6522

NAME OF CONTACT: Ricky LeBlanc

pay for every new meter that is connected that's the portion of improvements that will be required to keep us in compliance with the TCEQ regulations.

- Councilor Pena asked if any of the funds are refundable.
- John Maresh stated he will have to look at the ordinance. He thinks there is a limitation if they are not spent within ten years on a project. It is based on first in and first out.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1721, a Resolution calling a public hearing to be held during the Regular City Council Meeting on Tuesday, January 07, 2014, at 7:00 p.m., in the Rosenberg City Hall Council Chamber located at 2110 4th Street, to receive public comment concerning the amendment of land use assumptions and a capital improvements plan and the imposition of impact fees for the water and wastewater utilities. The motion carried by a unanimous vote.

4. **James Fitzsimmons, Custom Sweeping, 4502 Cedar Hill Drive, addressed Council regarding Item No. 4.**

- We missed the bid opening a few weeks ago for the city streets bidding. We were a few minutes late. However, we are currently sweeping your streets and we are very dedicated to your City. We appreciate the work. We have been on and off for about three years. Last year we did not have the contract. Another company was awarded the contract. They left the curbs and gutters a mess. We came in and cleaned them up. I'm sure you have noticed their trucks are probably kicking up more dirt than they are picking up. We have swept for many surrounding municipalities, Sugar Land, League City, and Friendswood so we know what it takes to get the job done and we are committed to your City. We will send out the same employees every time and they know the ins and outs of the City. They know the ups and downs. The other company may not get you the same employees every time and I think there is a lot of quality there we are committed to. Sweeping is also direct correlation to street flooding as William Benton pointed out to me. We recently purchased a \$250,000 truck for this contract and others. We have the top notch equipment. We know we can give you more than the current company. We value your contract and we want to take this opportunity to continue working with you and we hope you will consider our bid again to continue service. We want to thank you for your time and hope you will consider us.

CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1722, A RESOLUTION AWARDDING BID NO. 2013-27 FOR STREET SWEEPING SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

Executive Summary: On Wednesday, November 06, 2013, bids were received and opened for the City of Rosenberg (City) Street Sweeping Services Contract. One (1) bid was received. The bid documents were published in the newspaper, placed on the City's website and staff also emailed bid documents to five (5) contractors.

A summary of the bid was included in the agenda packet for review. Sweeping Services of Texas – Operating LP, submitted the only bid in the base amount of \$66,389.04 for a one (1) year term. Sweeping Services of Texas – Operating LP, was previously awarded this Contract under the name of Waste Partners of Texas, dba Mr. Dirt for a two (2) year term from September 01, 2010, through August 31, 2012, and the work was performed in an acceptable manner. The FY2014 Budget allocated \$70,000.00 for the Street Sweeping Services Contract.

Staff recommends approval of Resolution No. R-1722, awarding Bid No. 2013-27 to Sweeping Services of Texas – Operating LP, in the amount of \$66,389.04 for the Street Sweeping Services Contract for a one (1) year term effective December 01, 2013; and authorizing the Interim City Manager to negotiate and execute all required documentation.

Key discussion points:

- John Maresh read the Executive Summary regarding Resolution No. R-1722.

Questions/Comments:

- Councilor Euton asked if Custom Sweeping was emailed this contract.
- John Maresh stated yes.
- Councilor Pena asked if everything was done in the legal aspect.
- John Maresh stated yes.
- Councilor Benton stated he is elated we are getting street sweeping in parts of town that are

curbed and guttered and have large trees. This company came in under budget. Do they require a year contract?

- John Maresh stated that is typically what we have always done.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Resolution No. R-1722, a Resolution awarding Bid No. 2013-27 for Street Sweeping Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same. The motion carried by a unanimous vote.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1724, A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN INTERLOCAL AGREEMENT FOR THE RECLAIMED WATER SUPPLY SYSTEM FROM SEABOURNE CREEK PARK TO B. F. TERRY HIGH SCHOOL, BY AND BETWEEN THE CITY AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.**

Executive Summary: In an effort to further reduce the use of potable drinking water and groundwater pumpage for irrigation purposes, the City has undertaken a project to extend the reclaimed water distribution system to supply Terry High School with reclaimed water for their irrigation needs. An Interlocal Agreement (Agreement) has been prepared to memorialize the obligations of both the City and Lamar Consolidated Independent School District (LCISD) necessary to provide the reclaimed water supply. The Agreement has been approved by LCISD and has been placed on the City Council Agenda for consideration.

The City will be able to apply for over-conversion credits from the Fort Bend Subsidence District for the reclaimed water uses.

Staff recommends approval of Resolution No. R-1724, authorizing the Interim City Manager to execute the Interlocal Agreement with LCISD for the Reclaimed Water Supply to B.F. Terry High School.

Key discussion points:

- John Maresh read the Executive Summary regarding Resolution No. R-1724.

Action: Councilor Bolf made a motion, seconded by Councilor Pena to approve Resolution No. R-1724, a Resolution authorizing the Interim City Manager to execute, for and on behalf of the City, an Interlocal Agreement for the Reclaimed Water Supply System from Seabourne Creek Park to B. F. Terry High School, by and between the City and Lamar Consolidated Independent School District. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2013-44, AN ORDINANCE FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A 0.01 ACRE TRACT BEING OUT OF A PART OF AVENUE F, (CALLED 50-FOOT WIDE, OCCUPIED 90-FOOT WIDE) ADJACENT TO LOT 10, BLOCK 34, ROSENBERG TOWNSITE (VOLUME P, PAGE 146, DEED RECORDS, FORT BEND COUNTY, TEXAS) AND GENERALLY LOCATED ALONG AND ADJACENT TO SAID BLOCK 34, VACATING AND ABANDONING SAID RIGHT-OF-WAY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

Executive Summary: Approximately one (1) year ago, Joe M. Gurecky approached the City regarding property he owns at 812 2nd Street in the Downtown area. The property is specifically located at the southwest corner of Avenue F and 2nd Street. Mr. Gurecky is currently renovating the property and proposed the following:

1. That the City abandon a .01-acre portion of right-of-way abutting the north side of the property ("Tract 1" in the attached survey)
2. That the City accept a nearly equal portion of the property that has a public sanitary sewer line in it on the west side of the property ("Tract 2")

The City investigated the request at the time and found no issues. The abandonment of the .01 acres of right-of-way would serve the purpose of making Mr. Gurecky's north property line consistent with the existing fence line, and the acquisition of the tract by the City would facilitate access and maintenance of the sewer line. What is being proposed to take place is perhaps best explained in the vicinity map which was included in the agenda packet.

While City staff does not foresee any issues in particular with the proposal, per Section 24-1 of the Code of

ITEM 4

Consider motion to adjourn for Executive Session.

ITEM 5

Hold Executive Session to consult with City Attorney to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code.

ITEM 6

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

ITEM 7

Adjournment.