

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, March 24, 2015

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 the current status of the Spacek Tracts' service plan, and take action as necessary to direct staff. (Travis Tanner, Executive Director of Community Development)
2. Review and discuss use of portable buildings as an interim solution for office space needs at Wastewater Treatment Plant 1-A, and take action as necessary to direct staff. (Jeff Trinker, Executive Director of Support Services)
3. Review and discuss hours of construction within the City of Rosenberg, and take action as necessary to direct staff. (Amanda Barta, Councilor, District 4)
4. Review and discuss proposed improvement of receipt of notice regarding streets to be swept from the street sweeping contractor, and take action as necessary to direct staff. (William Benton, Councilor, At Large Position 1)
5. Review and discuss proposed police presence at the intersections of Avenue H/State Highway 36 and Avenue I/State Highway 36 during peak traffic times, and take action as necessary to direct staff. (William Benton, Councilor, At Large Position 1)
6. Review and discuss prohibition of eighteen-wheeler traffic from the intersections of Avenue H/State Highway 36 and Avenue I/State Highway 36, and take action as necessary to direct staff. (William Benton, Councilor, At Large Position 1)
7. Review and discuss the proposed FY2015 Street Overlay/Reconstruction Project List, and take action as necessary to direct staff. (John Maresh, Assistant City Manager of Public Services)
8. Review and discuss building plans for restroom at Macario Garcia Park, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
9. Adjournment.

[EXECUTION PAGE TO FOLLOW]



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
1	Spacek Tracts Service Plan Discussion

ITEM/MOTION

Review and discuss the current status of the Spacek Tracts' service plan, and take action as necessary to direct staff.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

1. Ordinance No. 2011-27 – 11-22-11
2. Vicinity Map

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner, AICP
 Executive Director of
 Community Development

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

In November 2011, the City of Rosenberg annexed the area known as the "Spacek Tracts," consisting of approximately 230 acres generally located east of Spacek Road and on both sides of FM 2977; south of Fort Bend County MUD No. 144 and Rohan Road; and north of Bryan Road. A vicinity map of the area and Ordinance No. 2011-27 are attached for reference.

Due to concerns that have been raised regarding the annexation of this area and the related provision of City services, staff will provide an overview including, but not limited to, the following:

- Municipal service plan for the area (Exhibit "C" to Ordinance No. 2011-27)
- City services that have been provided to date and the estimated cost of providing those services
- Planned capital improvements in the area and related cost estimates
- The estimated cost of extending City water and sanitary sewer through the majority of the area
- The estimated ad valorem tax revenue collected specifically from the area
- The required procedures per City Ordinance/Charter and State law for the disannexation of this or other areas within the City limits
- The provision of fire protection services to the area

This item has been placed on the Agenda for City Council to discuss and provide direction to staff.

CITY OF ROSENBERG, TEXAS

ORDINANCE NO. 2011-27

AN ORDINANCE OF THE CITY OF ROSENBERG, TEXAS, PROVIDING FOR THE EXTENSION OF ROSENBERG, TEXAS CITY LIMITS BY THE ANNEXATION OF ADJACENT TRACTS OF LAND DESCRIBED IN EXHIBIT "A", AND GENERALLY LOCATED ON THE EAST SIDE OF SPACEK ROAD, NORTH OF BRYAN ROAD, AND ON THE EAST AND WEST SIDES OF F.M. 2977, AND ON THE SOUTH SIDE OF ROHAN ROAD; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREAS SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREAFTER ADOPTED; FURTHER PROVIDING FOR AMENDING THE OFFICIAL BOUNDARIES OF THE CITY AS HERETOFORE ADOPTED; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, Texas Local Government Code section 43.021 authorizes the City of Rosenberg, as a home-rule municipality, to extend its City limit boundaries through the annexation of area adjacent to those boundaries; and

WHEREAS, Article 1, section 1.03 of the City Charter of the City of Rosenberg provides that the City Council has authority by ordinance to fix the City limit boundaries, provide for the alteration and extension of said boundaries, and annex additional territory lying adjacent to said boundaries in any manner provided by law; and

WHEREAS, the area to be annexed lies within the extraterritorial jurisdiction of the City of Rosenberg, Texas, and lies adjacent to the City of Rosenberg, Texas; and

WHEREAS, Texas Local Government Code section 43.052(h)(1) provides that an area proposed for annexation containing fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract is exempted from the state law requirement that an area proposed for annexation first be identified in an annexation plan; and

WHEREAS, the areas described herein contain fewer than one hundred (100) separate tracts of land on which one or more residential dwellings are located on each tract and are, therefore, exempted from the above-described annexation plan requirement; and

WHEREAS, Texas Local Government Code section 43.035(a)(2) stipulates that a municipality may not annex an area appraised for ad valorem tax purposes as land for agricultural use under Subchapter C or D, Chapter 23, Tax Code and Texas Local Government Code section 43.035(b)(1) provides that a municipality must offer to make a development agreement with landowners eligible under Texas Local Government Code 43.035(a)(2) to guarantee the continuation of the extraterritorial status of the area; and

WHEREAS, the City of Rosenberg executed non-annexation Development Agreements for eligible properties, which said properties are particularly described in the attached Exhibit "B", and said non-annexation Development Agreements were approved by City Council; and

WHEREAS, pursuant to Texas Local Government Code section 43.035(c) an area adjacent or contiguous to an area that is the subject of a development agreement under Texas Local Government Code section 43.035(b)(1) is considered adjacent or contiguous to the municipality; and

WHEREAS, two separate public hearings were conducted on the proposed annexation in accordance with Chapter 43 of the Texas Local Government Code, the first being held on October 18, 2011, at the City Hall Council Chamber, 2110 4th Street, Rosenberg, Texas 77471, and the second public hearing being held on October 25, 2011, at the City Hall Council Chamber, 2110 4th Street, Rosenberg, Texas 77471; and

WHEREAS, the public hearings were conducted and held not more than forty (40) days nor less than twenty (20) days prior to the institution of annexation proceedings and such public hearings gave all interested persons the right to appear and be heard on the proposed annexation of such land; and

WHEREAS, all required written notices were timely sent to all property owners and others entitled to written notice before the 30th day before the first public hearing; and

WHEREAS, notice of the public hearings was published in a newspaper of general circulation in the City and in the area proposed to be annexed by publication at least once in said newspaper not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, notice of the public hearings was posted on the City's Internet website on or after the twentieth (20th) day but before the tenth (10th) day before the date of each public hearing and remained posted until the date of the hearings; and

WHEREAS, a third public hearing was conducted and held at a suitable site in the area proposed for annexation on November 16, 2011, not more than forty (40) days prior to the institution of annexation proceedings and such public hearing gave all interested persons the right to appear and be heard on the proposed annexation of such land; and

WHEREAS, notice of the third public hearing was published in a newspaper of general circulation in the City and in the area proposed to be annexed by publication at least once in said newspaper not less than ten (10) days prior to each public hearing; and

WHEREAS, notice of the third public hearing was posted on the City's Internet website before the tenth (10th) day before the date of the third public hearing and remained posted until the date of the hearing; and

WHEREAS, all required statutory notices pursuant to the Chapter 43 of the Texas Local Government Code and of the Charter of the City of Rosenberg, Texas, have been accomplished; and

WHEREAS, the proposed service plan was made available for public inspection and explained to the inhabitants of the area at the public hearings held.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, THAT:

SECTION 1

All of the above premised are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The land and territory lying outside of, but adjacent to and contiguous to the City of Rosenberg, Texas, more particularly described in Exhibit "A" and depicted in a map in Exhibit "A.1" attached hereto

and incorporated herein for all purposes, is hereby added and annexed to the City of Rosenberg, Texas, and said territory, as described, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in Exhibit "A", are altered and amended so as to include said areas within the corporate limits of the City of Rosenberg, Texas.

SECTION 3

The land and territory more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, shall be part of the City of Rosenberg, Texas, and inhabitants thereof shall be entitled to all the rights and privileges as citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Rosenberg, Texas.

SECTION 4

A service plan outlining the provisions of necessary municipal services to the properties described in Exhibit "C" is hereby approved and the implementation of said plan is hereby authorized. Such plan is attached hereto and incorporated herein as Exhibit "C".

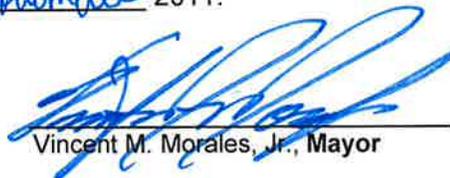
SECTION 5

If any section, subsection, sentence, paragraph, phrase, word, or provision be found to be illegal, invalid, unconstitutional or if any portion of said properties is incapable of being annexed by the City of Rosenberg, Texas, for any reason whatsoever, the adjudication shall not affect another section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision to any other person or portion of said properties, situation or circumstance, nor shall the adjudication affect any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City of Rosenberg, Texas. The City Council declares that it would have adopted the valid portions and applications of the Ordinance and would have annexed the valid properties without the invalid part and invalid properties and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6

This ordinance shall be effective from and after November 22, 2011.

PASSED AND APPROVED by a vote of 5 "ayes" in favor and 2 "noes" against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the 19th day of November 2011.



Vincent M. Morales, Jr., Mayor

ATTEST:


Linda Cernosek, City Secretary

APPROVED AS TO FORM AND LEGALITY:


Lora Lenzsch, City Attorney



METES AND BOUNDS DESCRIPTION**SPACEK TRACTS**

FIELD NOTES FOR A 230.4 ACRE TRACT OF LAND IN THE ROBERT HANDY SURVEY, ABSTRACT 187, AND THE WILLIAM LUSK SURVEY, ABSTRACT 276, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS OF CITY OF ROSENBERG CONTROL MONUMENT RS25.

BEGINNING at a 5/8 inch iron rod found in the northwest right-of-way line of F. M. Highway 2977 for the east corner of a called 1.000 acre tract recorded under County Clerk's File No. 2003131519, Official Public Records, Fort Bend County, Texas, same being the south corner of an adjoining called 173.34 acre tract recorded under County Clerk's File Number 2010054252, Official Public Records, Fort Bend County, Texas, for the upper east corner and **Place of Beginning** of the herein described tract, said point also being a south corner of the existing City of Rosenberg City Limits (Annexation No. 55, Ordinance No. 97-12);

THENCE North 67 degrees 51 minutes 00 seconds West along the present City of Rosenberg City Limits, being the southwest line of said adjoining called 173.34 acre tract, 1,548.57 feet to a point for the most easterly north corner of the herein described tract, being the north corner of a called 1.223 acre tract recorded under County Clerk's File Number 9716198, Official Public Records, Fort Bend County, Texas, same being the east corner of an adjoining called 18.715 acre tract recorded under County Clerk's File Number 2006090515, Official Public Records, Fort Bend County, Texas, and being a reentry corner to the present city of Rosenberg City Limits;

THENCE South 22 degrees 38 minutes 11 seconds West along the present City of Rosenberg City Limits, (Annexation No. 74, Ordinance No. 2006-03) being the southeast line of said adjoining called 18.715 acre tract, at 1.20 feet pass a found 3/4 inch iron pipe and continuing for a total distance of 576.93 feet to a 1/2 inch iron pipe found for a reentry corner to the herein described tract, same being the south corner of said adjoining called 18.715 acre tract, and being in the northwest line of a called 1.224 acre tract recorded under County Clerk's File Number 2003049652, Official Public Records, Fort Bend County, Texas, said point also being in the northeast line of Meadow Lane;

THENCE North 67 degrees 45 minutes 17 seconds West along the present City of Rosenberg City Limits, being the southwest line of said adjoining called 18.715 acre tract and the northeast line of Meadow Lane, 1,346.15 feet to a 5/8 inch iron rod found for corner, said point being the west corner of said adjoining called 18.715 acre tract, same being a reentry corner to the present City of Rosenberg City Limits, and being in the southeast line of an adjoining called 1.000 acre tract recorded under County Clerk's File Number 2004007009, Official Public Records, Fort Bend County, Texas;

THENCE South 22 degrees 36 minutes 08 seconds West along the present City of Rosenberg City Limits, (Annexation No. 58, Ordinance No. 98-31 [Tract 3]) 1,030.09 feet to a point for a reentry corner to the herein described tract, same being the west corner of a called 1.0 acre tract recorded under County Clerk's File Number 2001087319, Official Public Records, Fort Bend County, Texas, and the south corner of an adjoining called 0.655 acre tract recorded under County Clerk's File Number 2001087319, Official Public Records, Fort Bend County, Texas, and being in the northeast line of a called 21.788 acre tract recorded under County Clerk's File Number 2003164645, Official Public Records, Fort Bend County, Texas;

THENCE North 67 degrees 47 minutes 08 seconds West along the present City of Rosenberg City Limits, same being the northeast line of said called 21.788 acre tract, 207.80 feet to a point for the most westerly north corner of the herein described tract, said point being a reentry corner to the present City of Rosenberg City Limits, said point bears South 67 degrees 47 minutes 08 seconds East, 10.00 feet from a 1/2 inch iron pipe found in the southeast right-of-way line of Spacek Road;

THENCE South 22 degrees 24 minutes 27 seconds West along the present City of Rosenberg City Limits, being along a line 10.00 feet southeast of and parallel to the southeast right-of-way line of Spacek Road, 1,072.98 feet to a point for the west corner of the herein described tract, being a reentry corner to the present City of Rosenberg City Limits, and being 500 feet northeast of the northeast right-of-way line of Bryan Road;

THENCE South 67 degrees 53 minutes 30 seconds East along the southwest line of the herein described tract and along the present City of Rosenberg City Limits (Annexation No. 20, Ordinance No. 85-14), same being along a line 500 feet perpendicular from and parallel to the northeast right-of-way line of Bryan Road, 3,206.63 feet to a point in the southeast right-of-way line of F. M. Highway 2977, same being the northwest line of an adjoining called 41.58 acre tract recorded under County Clerk's File Number 2007000110, Official Public Records, Fort Bend County, Texas, for the most westerly south corner of the herein described tract;

THENCE North 22 degrees 23 minutes 49 seconds East along the southeast right-of-way line of F. M. Highway 2977, same being the northwest line of said adjoining called 41.58 acre tract, 602.35 feet to a point for a reentry corner to the herein described tract, said point being the north corner of said adjoining called 41.58 acre tract, same being the west corner of an adjoining called 0.977 acre tract recorded under County Clerk's File Number 2007019710, Official Public Records, Fort Bend County, Texas;

THENCE South 67 degrees 40 minutes 10 seconds East along the northeast line of said adjoining called 41.58 acre tract and the northeast line of a second adjoining called 41.58 acre tract recorded in Volume 708, Page 9, Deed Records, Fort Bend County, Texas, same being the southwest line of said called 0.977 acre tract, the southwest line of the adjoining residue of a called 5.00 acre tract recorded under County Clerk's File Number 9760274, Official Public Records, Fort Bend County, Texas, the southwest line of the residue of a called 31.85 acre tract recorded under County Clerk's File Number 2009129103, Official Public Records, Fort Bend County, Texas, and the southwest line of a called 16.313 acre tract recorded under County Clerk's File Number 2002111994, Official Public Records, Fort Bend County, Texas, 1,688.75 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" found for the most easterly south corner of the herein described tract and the south corner of said called 16.313 acre tract, same being the west corner of an adjoining called 16.313 acre tract recorded under County Clerk's File Number 2011016213, Official Public Records, Fort Bend County, Texas;

THENCE North 22 degrees 24 minutes 12 seconds East along the southeast line of said called 16.313 acre tract, same being the northwest line of said adjoining called 16.313 acre tract, 1,549.95 feet to a ½ inch iron rod with cap marked "Precision" found on said line at its intersection with the southwest right-of-way line of Rohan Road for the lower east corner of the herein described tract;

THENCE North 67 degrees 35 minutes 54 seconds West along the southwest right-of-way line of Rohan Road, and along the extension of the southwest right-of-way line of Rohan Road based on a 60-foot width, crossing F. M. Highway 2977, 1,786.98 feet to a point for a reentry corner to the herein described tract, said point being in the northwest right-of-way line of F. M. Highway 2977, same being the southeast line of a called 1.000 acre tract recorded under County Clerk's File Number 9651176, Official Public Records, Fort Bend County, Texas;

THENCE North 22 degrees 25 minutes 36 seconds East along the northwest right-of-way line of F. M. Highway 2977, 520.33 feet to the **Place of Beginning** and containing 230.4 acres of land, more or less.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit "B"

**OWNER: THOMAS JAMES ALLEN & HELEN J
2425 SPACEK RD
RICHMOND, TX 77469-8954**

Fort Bend Central Appraisal District Tax Account Number: 0187-00-000-0254-901

Legal Description: 0187 R E HANDY, TRACT 25 (PT), ACRES 20.3732

**OWNER: PATANJALI YOG FOUNDATION USA INC
323 W ALKIRE LAKE DR
SUGAR LAND, TX 77478-3511**

Fort Bend Central Appraisal District Tax Account Number: 0187-00-000-0252-901

Legal Description: 0187 R E HANDY, ACRES 58.0494, Not in City of Rosenberg

**2011 ANNEXATION
City of Rosenberg, Texas
Municipal Service Plan for
Spacek Tracts**

Description of the area: approximately 227.5162 acres known as the Spacek Tracts, generally located on the east side of Spacek Road, north of Bryan Road, and on the east and west Sides of F.M. 2977, and on the south side of Rohan Road.

Upon annexation of the area identified above, the City of Rosenberg will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

Services provided by the effective date of annexation:

1. POLICE PROTECTION

Upon annexation, the City of Rosenberg will provide police protection to the newly annexed area in the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed area. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed area.

2. FIRE PROTECTION

Upon annexation, the City of Rosenberg will provide fire protection services to the newly annexed area in the same or similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed area.

3. EMERGENCY MEDICAL SERVICES

The City of Rosenberg does not currently provide any emergency medical services.

4. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

The City of Rosenberg is not aware of the existence of any publicly owned water and wastewater facilities in the newly annexed area. All of the newly annexed properties have existing water wells and septic systems which shall continue to be maintained in accordance with the City's Code of Ordinances.

5. SOLID WASTE SERVICE

The City of Rosenberg contracts for the collection of solid waste and refuse within the corporate limits of the City. Solid waste collection will be provided, within ninety (90) days after the effective date of annexation, to citizens in the newly annexed area at the same or similar level of service now being provided to other areas of the City with like topography, land use and density as those found within the newly annexed area. The City may negotiate with the annexed area to allow continued services with an existing solid waste management provider. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect the garbage provided proper indemnification is received from the homeowners association or individual property owners. The City will then impose fees and provide the service. In the event the City does not collect garbage within the areas with private roads and/or gates, residents of these areas will not be billed for service after the two-year date.

6. ROADS AND STREETS/ STREET LIGHTING

Any and all public roads, streets, alleyways or street lighting shall be maintained to the same degree and extent that other public roads, streets, alleyways, and street lighting are maintained in areas of the City with like topography, land use and density as those found within the newly annexed area. Private roads will remain under the ownership of the homeowners association and as such maintained by the association. Roads that are not part of a homeowners association and are privately owned will remain under private ownership and as such maintained by the individual owner(s).

7. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS

The City of Rosenberg is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed annexed area. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree an to the same or similar level of service now being provided to the other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed area. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association. Private facilities that are not part of a homeowners association and are privately owned will remain under private ownership and as such maintained by the individual owner(s).

8. MAINTENANCE OF ANY PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City of Rosenberg is not aware of the existence of any publicly owned facility, building or other municipal service now located in the proposed area of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and density as those found within the newly annexed areas.

9. OTHER SERVICES

The City of Rosenberg finds and determines that such services as planning, code enforcement, animal control, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed area.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2 ½ YEARS.

1. POLICE AND FIRE PROTECTION AND SOLID WASTE COLLECTION

The City of Rosenberg finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of annexation of the particular annexed area for the purpose of providing police protection, fire protection, or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Rosenberg with like topography, land use and population density as those found with the newly annexed areas.

2. WATER AND WASTEWATER FACILITIES

For the next 2 ½ years, the City of Rosenberg finds and determines that existing homes will remain on water wells and septic systems. Thereafter, construction of any capital improvements for water and wastewater services to the newly annexed area will be developed pursuant to the City's capital improvement plan, and in accordance with the City's Code of Ordinances.

3. ROADS AND STREETS

The City of Rosenberg finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed area. Thereafter, construction of any roads and streets will be developed pursuant to the City's capital improvement plan and in accordance with the City's Code of Ordinances.

4. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS AND ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE.

The City of Rosenberg finds and determines it is not necessary to acquire or construct any capital improvements within 2 ½ years of the effective date of the annexation of the particular annexed area for the purpose of parks maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Rosenberg finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the area being considered for annexation that were in existence in the proposed areas at the time immediately preceding the annexation process. Given the proposed annexation areas' topography, land utilization and population density, the service levels to be provided in the newly annexed area will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Rosenberg.

LEVEL OF SERVICE

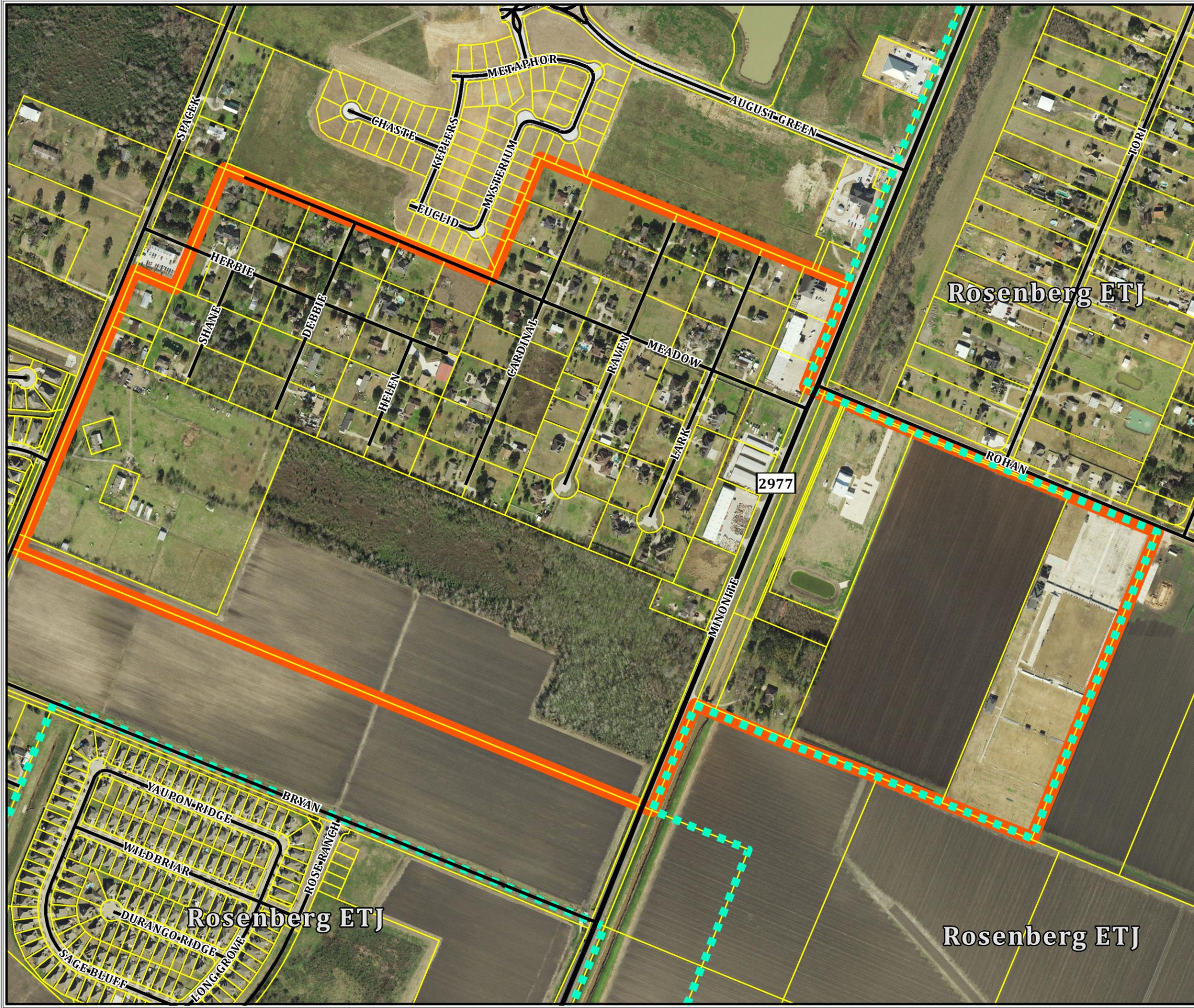
Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

**Spacek Tracts
2011 Annexation**

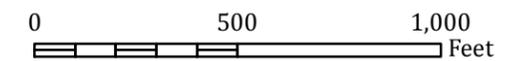
City of Rosenberg, Texas



- State Highway
- Public Road
- FBCAD 2014 3rd Quarter Parcels
- Spacek Tracts Annexation
- Rosenberg City Limits



Scale:
1:5,400
or
1 Inch = 450 Feet



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Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: February 25, 2015
Original Size: 11" x 17"
K:\GIS\MAPS\Planning\2015\2011_SpacekAnnexation.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.





CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
2	Modular Buildings for Utilities Department Discussion
ITEM/MOTION	
Review and discuss use of portable buildings as an interim solution for office space needs at Wastewater Treatment Plant 1-A, 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

SUPPORTING DOCUMENTS:

1. Blue Ribbon Facilities Task Force Recommendation Letter
2. M Space 4-Plex Lease
3. Satellite Shelters 4 Unit S-Plex

MUD #: N/A

APPROVALS

Submitted by:

Jeff Trinker
Executive Director of
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

During the course of the Facilities Master Plan study, City management and the Blue Ribbon Facilities Task Force (Task Force) identified a potentially dangerous office arrangement at Wastewater Treatment Plant 1-A. Several staff members have offices and workstations adjacent to a high-pressure chlorine injector. As chlorine can be a toxic chemical beyond certain thresholds, both City management and the Task Force members recognized the potential danger presented to the adjacent employees in the event of an accidental chlorine leak. Attached as a supporting document to this Agenda item is correspondence from the Task Force recommending that the City take immediate action to mitigate this potential hazard.

Staff has considered a plan for a lease with option to purchase of modular buildings that will separate the office functions, as well as break room and meeting area space, from the operational buildings. Additional supporting documentation includes estimates and schematics for modular buildings that could fulfill the Utility Department's office needs. Due to the unusual combination of features required in the employee modular building, this facility will likely require a custom design.

Upon City Council direction to do so, staff will return in the near future with a Request for Proposals document for consideration.

February 9, 2015

City Manager and City Council Members of the City Of Rosenberg,

Please be advised that the appointed members of the Blue Ribbon Facilities Task Force (BRFTF) initially met and organized on January 13, 2015. We reviewed the power point presentation previously seen by City Council with respective commentaries regarding facilities.

A concern was noted that Waste Water Site #1A had a chlorine gas operation located in an office location where employees worked.

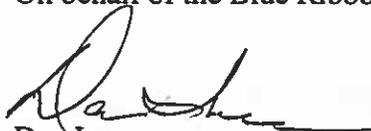
BRFTF members visited WW Site #1A on February 2, 2015. On-site conditions were observed and the on-site supervisor and city staff members briefed us on the operational activities and environmental circumstances.

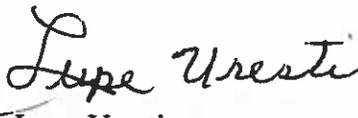
BRFTF members talked briefly about this matter, but it weighed on our minds as we went our separate ways.

Meeting again on February 9, 2015, we discussed this matter further. Consequently, the BRFTF strongly and adamantly recommends that city administrative staff and/or council take immediate emergency action to eliminate the dangerous work place condition in the small office building housing both city personnel and the chlorine gas operation.

Please know that the BRFTF takes our task seriously and appreciates this opportunity to serve the City of Rosenberg to make recommendations to staff and council regarding city facilities in the interest of the taxpaying public and city employees.

On behalf of the Blue Ribbon Facilities Task Force,


Dan Ives
Chair


Lupe Uresti
Vice-Chair

48' x 60' Classroom

Building Details:

Asset #: MO188-189

State Seal: LA, OK, TX

Building Size: 48x60

Square Footage: 3072

Occupancy: B - Business

Roof Load: 20 PSF

Wind Load: 130 MPH

Floor Load: 50 PSF

Electrical: Single Phase /100 AMP Panel/ 120/240

Exterior Details:

Siding Material: 26 Gauge Hi Rib Steel

Roofing Material: .45 EPDM

Frame: Outrigger

Doors: (2) Single

Windows: (7)

HVAC: 3 Ton /10kw Heat Strip

Interior Details:

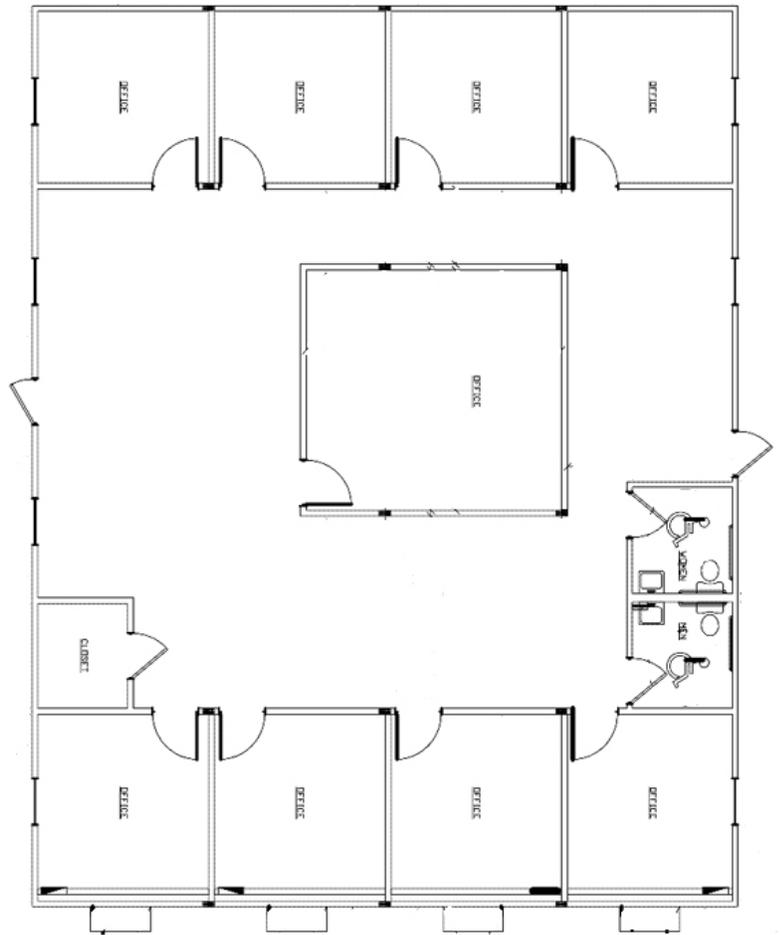
Wall Finish: Vinyl Covered Gypsum

Floor Finish: Tile

Lighting: Recessed Fluorescent

Ceiling: T-Grid

Restroom: (2) Single Stall



**This building is subject to availability. The details provided are for informational purposes only and are not guaranteed. For detailed specifications, drawings and pricing contact your local representative.

Prepared for: James Lewis	Job Name: City of Rosenberg
Prepared by: Ezra Lyon	Job Address: 2110 4th Street
Phone Number: 409.539.0489	Job City, State, Zip: Rosenberg, TX 77471
Email Address: elyon@mspaceholdings.com	Building Type(s): Modular Office
Proposal Date: 11.13.2014	Size(s): (1) 48'X60' Modular Office (4-Plex)

Pricing Summary

LEASE DETAILS:

Term (consecutive months from commencement date)	36 Months
Monthly Lease Payment*	\$ 1,553.00
Number of Payments Per Year	12
Total Lease Payments (for entire term)	\$ 55,908.00
Date of First Payment	Due upon acceptance

OTHER DETAILS:

Delivery & Sitework Costs	\$65,000.00
Delivery & Sitework Payment Details	Due Upon Acceptance
Dismantle & Return Costs	TBD post lease termination (Cost plus 15%)
Dismantle & Return Payment Details	Lessee is responsible for all costs associated with dismantle & return at end of lease term.

* Does not include state, local or other tax, licensing, maintenance or other applicable charges

Clarifications

1. All pricing is subject to unit availability and based on the acceptance of M SPACE's terms and conditions, including all insurance requirements, as well as credit approval by M SPACE.
2. The customer must provide a clear and accessible site to allow for the delivery and installation of modular sections using standard modular industry vehicles.
3. Client to provide all applicable site development work and including, but not limited to: parking, entries, sidewalks, site plumbing (water and sewer), site power (electrical), signage, landscaping, and fencing unless otherwise listed above.
4. Plumbing and electrical connections are to be done by the customer.
5. Client to connect site water line to a multiple water line stub within the crawlspace (above grade) and connect multiple sewer stubs together (one at each fixture or drain), including clean-outs and then to site sewer at the existing supply. Includes meters, pressure regulators and backflow

- preventers. Multiple sewer stubs to crawl space. Customer connects sewer stubs together and makes final connections including clean-outs per code unless otherwise listed above.
6. Client to connect fire sprinklers. Includes backflow preventer, pump, Siamese, PIV and hydrants. (if required)
 7. Client to provide and install roof drainage control: Including, but not limited to; gutters, downspouts, splash blocks, canopies and awnings unless otherwise listed above.
 8. Provide and install interior and exterior signage as or if required unless otherwise listed above.
 9. Provide and install all FFE (furnishings, fixtures and equipment) within the building, including mini blinds unless otherwise listed above.
 10. Due to fuel market cost volatility a required fuel surcharge may be added to this quotation.
 11. Pricing is based on unit availability.
 12. Poured footers are NOT included in this pricing.
 13. This pricing does NOT include prevailing wages or certified payroll.
 14. This pricing does NOT include any bid bond or payment and performance bond.
 15. The customer will be responsible for all city and county fees. The customer shall pay directly for any fees. No fees are included in this proposal.
 16. Pricing excludes all state, federal and local tax. Any and all applicable taxes will be the responsibility of Customer.
 17. Plumbing, Electrical, Permitting Awnings, Decks, Ramps, hand rails, Fire alarm, Texas Accessibility standards review, sidewalks, signage, phone, Data, survey, Storm water detention/retention are NOT included in this proposal.
 18. Any requirements or directives by local or state inspectors and/or other agencies shall be the responsibility of the customer and the customer shall be responsible for providing that information to the modular building supplier.
 19. Only the items listed in the pricing is included in the proposal. Any items not specifically shown in this proposal is excluded.
 20. M SPACE assumes no responsibility for the design and or installation of the foundation including but not limited to soil bearing capacity, materials, workmanship, construction methods or suitability thereof if applicable.
 21. M SPACE assumes a level site (no more than 3" difference within the building envelope); with a minimum 2,500 PSF soil compaction at grade and/or frost line.
 22. M SPACE shall install the modular building in accordance with standard modular setup procedures. M SPACE shall set the modular building on pad and pier foundations. No poured footers are included in this proposal. Piers shall be constructed using dry stacked CMU block. CMU are 3 courses high maximum, single stacked without mortar. Pads and piers shall be on grade.
 23. All underground obstructions, if any, within the proposed modular building envelope/work area to be located and marked above grade by the customer.
 24. M SPACE shall not be responsible for any and all subsurface and/or pre-existing environmental conditions, to include hazardous substances as defined under any environmental law, rule or regulation discovered in, on or about the project sites. All obligations and responsibilities related to such subsurface and/or pre-existing environmental condition of or at the project site shall be the sole responsibility of the customer.
 25. Pricing does not include unknown or unforeseen events such as lack of natural resources, driver wait time, escorts, customer readiness, site preparation or otherwise, which may affect the pricing included herein.

26. The customer is responsible for the foundation construction and preparation, site work, including but not limited to, grading, fill and impact, storm water management, erosion control, dewatering of subsurface water, removal or relocation of obstructions at/or below grade, restoration, paving, landscaping, etc. is not included in this proposal.
27. The customer shall ensure that site grading allows water to run off away from the building. The customer is also responsible for ensuring proper grading is maintained while the modular building is on-site to ensure that water is not present under the modular building.
28. This proposal is good for 30 days.
29. All items not specifically addressed in this proposal are excluded from pricing.

Job Specific Clarifications:

This document includes confidential and proprietary information that is submitted for a specific purpose. By accepting this document, the recipient agrees that this material will not be used, copied, or reproduced in whole or part, or its contents revealed in any manner or to any person except for the purpose for which it was provided.

This document is not a contract for the purchase of goods or services and does not in any way bind James Lewis or M SPACE to any obligations or impose any costs or expenses incurred by either party.

General Specifications/Pricing/Scope of Work:

Project: City of Rosenberg (Reutilized 4-Plex Modular Office Building-48'X60'(Asset #MO00188))

Project Location: 2110 4th Street, Rosenberg, TX 77471

BASE PROPOSAL – INSTALL 48’X60’ (4-Plex)				
Description	UOM	QTY	Sub Price	Total Price
Lease Rate: (1 - 48’X60’ (MO00188) @ \$1,553.00/month for 36 month lease term)	EA	36	\$1,553.00	\$55,908.00
Freight (Robinson, TX to Rosenberg, TX)	EA	4	\$1,647.06	\$6,588.24
48’X60’ Set (Block/Level/Anchor)	EA	4	\$1,882.35	\$7,529.41
Electrical Connections	EA	1	\$20,498.82	\$20,498.82
Plumbing Connections (Water/Sewer)	EA	1	\$22,863.53	\$22,863.53
Skirting	LF	216	\$14.11	\$3,049.41
Project Manager (Duration of Project)	EA	1	\$2,941.18	\$2,941.18
Waste Removal	EA	2	\$764.70	\$1,529.41
Total				\$120,908.00

OPTION PRICING				
Description	UOM	QTY	Sub Price	Total Price
OPTION PRICE: Wood Decks/ADA Ramp/Stairs	SF	TBD	\$19.00SF	\$TBD
OPTION PRICE: ADA Ramps (Metal handrails)	LF	TBD	\$16.00LF	\$TBD
OPTION PRICE: ADD concrete where removed for underground water/sewer lines if applicable	LF	TBD	\$60.00LF	\$TBD
Total				\$TBD

General Scope of Work for City of Rosenberg (4-Plex: 48’X60’ Modular Office-Asset MO00188):

1. Permit services will be the responsibility of others.
2. Supply Project Management/Superintendent and small tools for installation of (1) 48’X60’ Modular Office.
3. M SPACE to Supply Dumpsters for M SPACE and M SPACE’s subcontractors work only.
4. This proposal does not include any concrete paving, curbs or asphalt paving as this will be constructed by others .
5. Delivery of (4) 12’X64’Modular Units.
6. OPTION PRICING: Construct wood Decks/ADA Ramps/Stairs once dimensions and site plan has been submitted to M SPACE. Also, metal handrails for ADA Ramps will be an option price that can be determined once site plan has been submitted to M SPACE.

7. Set includes: Seal exterior mateline not to exceed 8" from center each direction. Trim interior on mateline (walls, ceilings and floor). Not to exceed 16" from center. Install only shipped loose material that crosses mateline. Based on 32" to 34" door height.
8. M SPACE will install the 48'X60' Modular Unit directly on parking lot grade. All site work, if applicable, will be constructed by others.

Electrical Scope of Work:

*The Electrical connection pricing takes into consideration that Center Point Energy will be putting another pole next to existing one per City of Rosenberg's request. The power pole there now feeds the existing building underground. All applicable fees required by Center Point Energy will be the responsibility of others.

Job: 2110 4th Street, Rosenberg, Texas

New Main service for 4 Plex 11/12/14

-Install (1) 400 amp 3 phase 208 volt service. The service will be installed near existing service. This bid is base on the assumption that Center will drop new feeder to Service Rack.

-Install (1) Center Point 320 metering device

-Install (1) 400 amp Nema 3R 208 volt single phase MDP with Main Breaker

-Install (3) 125 amp 2 pole breakers

-Install (2) 2" conduits with (2) 3/0 kcmil thhn conductors, (1) 1/0 thhn risers

-Install (1) Service Rack

-Install (1) grounding system

-Install (2) bonding system on trailers

-Install (4) sub feeds from factory installed panels 125 amp single phase in (1) 1 1/4" c with (3) 1 awg thhn, (1) 3 awg thhn

-Permit

-Equipment

*Electrician will pull permit on master permit number that will be supplied by others

Plumbing Scope of Work:

1. Plumber will pull permit on master permit number that will be supplied by others.
2. Manifold plumbing fixtures for water/sewer tie-ins.
3. Connect water to existing water system.
4. Install new water/sewer line to tie-in to existing service within 60' from Modular Building footprint.
5. Saw concrete for underground water/sewer and haul off debris (Option price to pour concrete where removed post water/sewer line run once it is determined if required after site plan has been submitted to M SPACE).

Fire Alarm/Intrusion Scope of Work:

*Fire alarm, Intrusion and PA, if applicable, will be done by others

Site Grading:

*Constructed by other if applicable.

Pricing Notes:

1. Access to the site will be unobstructed to allow installation of all (18) Modular units
2. All items not specifically addressed in this Proposal are excluded from this proposal
3. This Proposal, in its entirety, shall be made a part of the final contract
4. Proposal is based on mutually acceptable terms and conditions
5. Pricing excludes all state, federal and local tax
6. Pricing excludes co-operative purchasing administrative fees if applicable

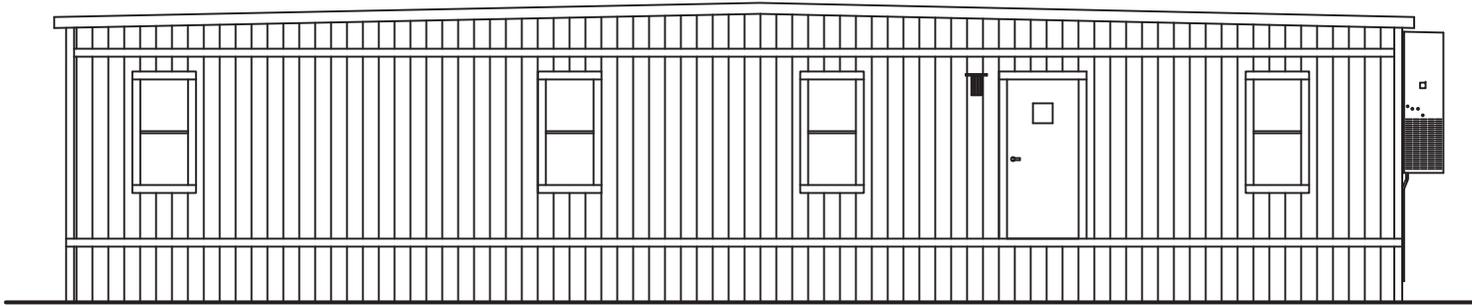
GENERAL SPECIFICATIONS:

M SPACE is providing a proposal to deliver, set and seam buildings per scope of work.

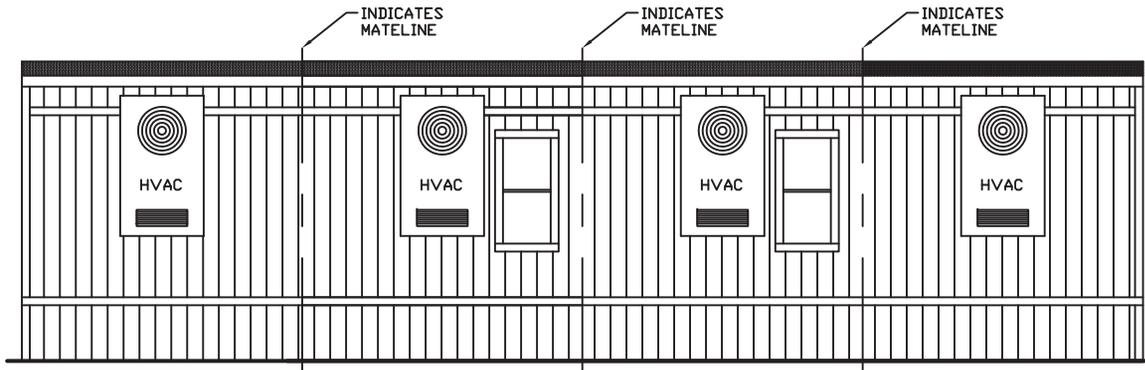
Pricing excludes tax, impact fees, site inspections and unknowns. Any items not listed in this proposal or attachments are excluded and should be clarified if in question.

Presented By: Ezra Lyon

Date: November 13, 2014



1 SIDE ELEVATION
1/4"=1'-0"



2 END ELEVATION
1/4"=1'-0"

PROPERTY OF:
INDICOM BUILDINGS, INC.
P.O. BOX 1567 BURLESON, TX 76097
(817)447-1213 FAX (817)447-2751
DO NOT COPY

PLOT DATE: 2/15/2012
SALESMAN: RP
DRAWN BY: BA

DEALER: SATELLITE SHELTERS
PROJECT: S-PLEX CONFIG.
PROJECT #: 12-S-PLEX



Satellite Shelters, Inc. - Rental Quote

Quote Number	00041194	Address	18500 Van Road Houston, TX 77049 USA
Created Date	11/18/2014	Prepared By	James Howard
Expiration Date	12/18/2014	Phone	(281) 456-0457
		E-mail	jamesh@satelliteco.com
Bill To Name	City of Rosenberg, TX	Ship To Name	City of Rosenberg, TX
Contact Name	Jeff Trinker	Ship To	TBD Rosenberg, TX
Phone	(832) 595-3314		
Email	jefft@ci.rosenberg.tx.us		

Product	Rental Price	Rental Quantity	Rental Term
Modular Complex	\$2,000.00	1	12.00
Personal Property Tax	\$45.00	1	12.00
Delivery	\$437.00	4	1.00
Set-up	\$7,467.00	1	1.00
Material	\$697.00	1	1.00
Dismantle*	\$6,720.00	1	1.00
Return Freight*	\$437.00	4	1.00
Skirting	\$2,392.00	1	1.00
Skirting Removal*	\$936.00	1	1.00
ADA Ramp - Delivery & Set-up	\$5,475.00	1	1.00

Billing Cycle	Per 4 Weeks	Recurring Charges	\$2,045.00
		One-Time Charges	\$27,183.00
		Project Subtotal	\$51,723.00

*These items are billed in advance to lock in quoted rates.

Prices quoted do not include any applicable taxes.
Project Subtotal includes approximate cost incurred during Rental Term listed. Minimum Rental Term is based on noted Billing Cycle.

Additional Comments Private 12x24 conference room - \$4468

TERMS AND CONDITIONS

Quote based on availability and credit approval. All charges billed in advance, unless otherwise noted. Anchor pricing based on dirt. Additional charges apply to other surfaces, encountering concealed conditions or rock. Anchors do not guarantee prevention of weather related damages. Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade. Site/Surface repair/restoration is not included. Satellite Shelters, Inc. does not warrant that the unit meets local/state codes not specifically stated. Prices assume level truck assessable site (both for install & removal) free of obstruction above/below ground with adequate soil bearing (min 3,000 psf) and proper water drainage away from building. Pricing is based on non-prevailing wage rates with use of non-union labor. Permits (except transport) and other scopes of work/additional items, are not included unless specifically listed herein. Quote assumes acceptance of Satellite Shelters, Inc. standard rental/sale/relocation agreements. For Used Sales, all "as is" without warranty expressed or implied.



Satellite Shelters, Inc. - Rental Quote

Model numbers, product names, and product descriptions on order and invoice documents may differ from this quote. Clerical errors are subject to correction.



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
3	Construction Hours of Operation Discussion

ITEM/MOTION

Review and discuss hours of construction within the City of Rosenberg, 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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Code of Ordinances Excerpt – Chapter 14 – Health, Sanitation and Nuisances

APPROVALS

Submitted by:

Amanda Barta/ks

Amanda Barta
Councilor, District 4

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been added to the Workshop Agenda in order to offer City Council the opportunity to discuss construction within the City of Rosenberg, and the hours during which said construction may occur. Attached, for your information and review, is the currently applicable Code relative to construction within the City.

Code of Ordinances

Chapter 14 - HEALTH, SANITATION AND NUISANCES

ARTICLE I. - IN GENERAL

Sec. 14-1. - Applicability.

This chapter relating to the definitions and prohibitions of any nuisance shall apply to the corporate limits and within the area immediately adjacent and contiguous to such corporate limits and extending for a distance outside the city for a total of five thousand (5,000) feet, and it shall be unlawful to do or perform any act in violation of this chapter within such five-thousand-foot area contiguous to the corporate limits and outside the city, provided that this chapter shall not apply within any portion of such five-thousand-foot area which is contained within the territory of any other municipal corporation.

Sec. 14-2. - Complaints by individuals.

All complaints concerning the violation of any health or sanitary regulations shall be made to the city. The city shall make an inspection of the matters complained of and if such matters complained of are found in violation of any state or city health or sanitary laws, rules or regulations, the city shall immediately give the notice if required and as provided for in this chapter and shall proceed to have the matters complained of corrected.

(Ord. No. 2001-12, § 1, 3-20-01)

Secs. 14-3—14-25. - Reserved.

* * *

ARTICLE V. - NOISE

Sec. 14-91. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, unless the context of their usage clearly indicates another meaning:

Daytime hours shall mean the hours between 7:00 a.m. on one (1) day and 10:00 p.m. the same day.

dB(A) shall mean the intensity of a sound expressed in decibels read from a calibrated sound level meter utilizing the A-level weighing scale and the slow meter response, as specified by the American National Standards Institute.

Emergency shall mean any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss which demands immediate action.

Emergency work shall mean any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency, or which is otherwise necessary to restore property to a safe condition following a fire, accident or natural disaster, or which is required to protect persons or property from exposure to danger, or which is required to restore public utilities.

Code of Ordinances

Chapter 14 - HEALTH, SANITATION AND NUISANCES

Nighttime hours shall mean the hours between 10:00 p.m. on one (1) day and 7:00 a.m. the following day.

Nonresidential property shall mean any real property within the limits of the city which is not included in the definition of residential property as defined in this section.

Person shall mean any individual, association, partnership, or corporation.

Property line shall mean the line along the ground surface, and its vertical extension, which separates the real property owned, leased or occupied by one (1) person from that owned, leased or occupied by another person and the imaginary line which represents the legal limits of property of any person who owns, leases or otherwise occupies an apartment, condominium, hotel or motel room, office or any other type of occupancy.

Public right-of-way shall mean any street, avenue, boulevard, highway, road, thoroughfare, sidewalk, alley or any other property which is owned or controlled by a governmental entity.

Residential property shall mean any real property developed and used for human habitation and which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, unless such premises are actually occupied and used primarily for purposes other than human habitation.

Sound nuisance shall mean any sound which either exceeds the maximum permitted sound levels specified in section 14-92, or for purposes of sections [14-94](#) and 14-96, otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city.

(Ord. No. 93-14, § 1, 9-21-94)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 14-92. - Maximum permissible sound levels.

(a) *Maximum sound level defined.* No person shall conduct, allow to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any activity or sound using any sound amplifier or other audio device that is part of or connected to any speaker system, radio, stereo receiver, compact disc player, cassette tape player, microphone, or any other sound or audio source, when operated: (i) in such a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants, or (ii) at any time with louder volume than is necessary for convenient hearing for persons who are within the property or premises in which such sound amplifier is operated and who are voluntary listeners thereto. The operation of any such sound amplifier or audio device in such a manner as to be plainly audible or to cause vibrations to be felt at a distance of thirty (30) feet or more beyond the property lines on which the sound is being emitted, or as provided in section 14-88 of this Code that exceeds the applicable dB(A) level listed below, shall be presumed to be violative of this section.

(1) *Residential property:*

- a. Sixty-five (65) dB(A) during daytime hours.
- b. Fifty-eight (58) dB(A) during nighttime hours.

(2) *Nonresidential property:* Sixty-eight (68) dB(A) during either daytime or night time hours.

(b) *Violations.* The dB(A) levels set forth in this section apply to the property where the sound is being received. Any sound that when measured at the property where the sound is being

Code of Ordinances

Chapter 14 - HEALTH, SANITATION AND NUISANCES

received exceeds the dB(A) levels set forth in this section is a violation of this article. Evidence that an activity or sound source produced a sound that exceeds the referenced dB(A) levels, or caused vibrations to be felt as specified in this section, shall be prima facie evidence of a sound nuisance which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city in violation of this article, but shall not be deemed to be exclusive.

(Ord. No. 2002-12, § 2, 5-7-02)

Sec. 14-93. - General prohibition.

- (a) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued or permit the continuance of any sound which either exceeds the maximum permitted sound levels specified in section 14-92 or for purposes of sections 14-94, 14-95 and 14-96, otherwise unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city.
- (b) The acts enumerated in the following sections of this article, among others, are declared to be sound nuisances which are unreasonably loud, irritating, disturbing, or excessive sounds in violation of this article, but such enumeration shall not be deemed to be exclusive.

(Ord. No. 93-14, § 1, 9-21-94)

Sec. 14-94. - Noisy vehicles generally.

The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded, or in such a manner so as to create loud and unreasonable grating, grinding, rattling or any other loud and unreasonable sound which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits and modes of living is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article, regardless of whether the sound so created by said vehicle is within the permissible levels specified in section 14-92 of this Code.

(Ord. No. 93-14, § 1, 9-21-94)

Sec. 14-95. - Amplified sound from motor vehicle.

- (a) The production or reproduction of sound from amplification equipment contained in, originating from or mounted on a motor vehicle that produces sound in excess of the limits set forth in section 14-92, is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article.
- (b) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound using any sound amplifier or other audio device that is part of or connected to any speaker system, radio, stereo receiver, compact disc player, cassette tape player, microphone, or any other sound or audio source, when operated: (i) in such a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants, or (ii) at any time with louder volume than is necessary for convenient hearing for persons who are in the vehicle or within the property or premises in which such sound amplifier is operated and who are voluntary listeners thereto. The operation of any such sound amplifier or audio device in such a manner as to be plainly audible or to cause vibrations to be felt at a distance of thirty (30) feet or more from a vehicle, shall be presumed to be violative of this section.

Code of Ordinances

Chapter 14 - HEALTH, SANITATION AND NUISANCES

- (c) It is an affirmative defense to prosecution under this section that the sound source is a motor vehicle and that (1) the motor vehicle is a mobile sound stage or studio that is being used on a stationary basis at a location not situated upon any street for the purpose of providing sound, during daytime hours, for an event or function; and (2) that such use is in compliance with all other provisions of this chapter, and any other applicable sections of this Code.

(Ord. No. 2002-12, § 2, 5-7-02)

Sec. 14-96. - Noisy animals and birds.

The keeping of any animal or bird which causes or makes frequent or long and continued sound which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article, regardless of whether the sound so created by said animal or bird is within the permissible levels specified in section 14-92 of this Code.

(Ord. No. 93-14, § 1, 9-21-94)

Sec. 14-97. - Defenses.

The following defenses shall apply to any offense established in this article:

- (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger or attempted crime.
- (2) The sound was produced by an authorized emergency vehicle.
- (3) The sound was produced by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident or natural disaster.
- (4) The sound was produced by any governmental body in the performance of a governmental function.
- (5) The sound was generated:
 - a. At a scheduled stadium event;
 - b. By a parade and spectators and participants on the parade route during a permitted parade;
 - c. By a pyrotechnic display that was inspected and approved by the fire marshal; or
 - d. By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert which was sponsored, cosponsored, or permitted by the city, or
 - e. By any other lawful activity which constitutes protected expression pursuant to the First Amendment of the United States Constitution.
- (6) The sound was produced by the erection, excavation, construction, demolition, alteration, or repair work, or the permitting or causing thereof, of any building or other structure, or the operation or the permitting or causing the operation of any tools or equipment used in any such activity conducted between the hours of 7:00 a.m. and 8:00 p.m. and which activity did not produce a sound exceeding seventy-five (75) dB(A) when measured from the nearest residential property where the sound is being received.
- (7) The sound was produced by aircraft in flight or in operation at an airport, or railroad equipment in operation on railroad rights-of-way.
- (8) The sound was produced by operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawn mower, or any other similar device used between the hours of 7:00 a.m. and 8:00 p.m. and which device did not produce a sound exceeding eighty-five (85) dB(A) when measured from the nearest

Code of Ordinances

Chapter 14 - HEALTH, SANITATION AND NUISANCES

residential property where the sound is being received and was used for the maintenance or upkeep of the property on which it was used.

- (9) The sound was produced by the operation of any air conditioning unit which did not produce a sound exceeding sixty-five (65) dB(A) on residential property or seventy-five (75) dB(A) on nonresidential property, when measured at or near fifteen (15) feet from the air conditioning unit producing the sound being measured.
- (10) The sound was produced by church bells or church chimes which did not exceed five (5) continuous minutes in duration in any one-hour period.

(Ord. No. 93-14, § 1, 9-21-94)

Sec. 14-98. - Method of sound measurement.

Whenever portions of this article prohibit sound over a certain decibel limit, measurement of said sound shall be made with a Type 1 or Type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American National Standards Institute (A.N.S.I. S1.4-1983, S1.4A-1985, and S1.40-1984). Noise levels shall be measured in decibels and A-weighted. The unit of measurement shall be designated as dB(A). Meters shall be maintained in calibration and good working order. Calibrations shall be employed which meet A.N.S.I. S1.40-1984 prior to and immediately after every sampling of sound. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of said meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A windscreen for said microphone shall be used. Except as provided in sections 14-95 and 14-97 (i), measurements shall be taken at or near the nearest property line of the property where the sound is being received.

(Ord. No. 93-14, § 1, 9-21-94)

Sec. 14-99. - Penalty.

Any person who violates any provision of this article is guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not less than fifty dollars (\$50.00) nor more than one thousand dollars (\$1,000.00). Upon a second or subsequent conviction for a violation of this article within a twelve-month period, said person shall be fined not less than one hundred dollars (\$100.00) nor more than two thousand dollars (\$2,000.00). Each day that any violation continues shall constitute a separate offense. To the extent that any conduct prohibited under this article also constitutes an offense under state law, then it shall be punishable as provided by state law.

(Ord. No. 93-14, § 1, 9-21-94)

State law reference— Unreasonable noise in public places or near private residence constitutes disorderly conduct, V.T.C.A., Penal Code § 42.01; alcohol licensee or permittee prohibited from producing offensive noise on or near licensed premises, V.T.C.A., Alcoholic Beverage Code § 101.62.

Sec. 14-100. - Enforcement.

(a) Administrative stop order.

- (1) The chief of police or his designee may issue an order to any person having possession or control over noise generating property to immediately halt any sound which exposes any person, except those excluded in subsection (2) below, to continuous or impulsive noise levels in excess of the limits set forth in section 14-92. Within five (5) days following issuance of such an order, the chief of police or his duly

Code of Ordinances

Chapter 14 - HEALTH, SANITATION AND NUISANCES

authorized representative may apply to the appropriate court for an injunction to replace the administrative stop order.

- (2) No stop order shall be issued if the only persons exposed to sound levels in excess of the limits set forth in section 14-92 are exposed as a result of:
 - a. Trespass; or
 - b. Invitation upon private property by the person causing or permitting the sound.
- (b) *Identification of violator.* The persons responsible for violations of this article are identified as follows:
 - (1) *At private residences.* Any adult resident present at the time of the offense, and any adult guest or adult trespasser with the ability to control the level of noise at the time of the offense when no adult resident is present at the time of the offense.
 - (2) *At business locations.* Any business owner, operator, manager, employee in charge, and all persons in control or in possession of the noise nuisance generating instrument or property at the time of the offense.
 - (3) *Other.* At any location with an unattended noise nuisance producing machine, device, instrument, child, animal or combination of same. Any person who leaves unattended any machine, instrument, device, child, animal, or any combination of same, which thereafter commences producing noise in violation of this article.
- (c) *Seizure of noise producing property.* The chief of police or his duly authorized agents is hereby authorized to apply to any magistrate for an administrative search warrant for the purpose of entering private property to investigate and identify noise nuisance producing devices, machines, instruments or objects. Such identified property may be seized to summarily abate the noise nuisance if:
 - (1) A person who is cited for the subject noise violation has been convicted of a violation of any provision of this article within the preceding twelve (12) months, or has been declared to be a "habitual noise nuisance violator" within the preceding twenty-four (24) months; or
 - (2) The location of the noise nuisance has been declared a habitual noise nuisance source by the chief of police, after appropriate notice to the real property owner or person in possession of the subject noise-source real property, of an administrative hearing to be held for the purpose of hearing evidence and determining whether the subject location is in fact a "habitual noise nuisance source." Upon finding a location to be a "habitual noise source," the noise producing property shall be immediately seized at the time of any subsequent violations whether or not there is a previous noise nuisance conviction associated with the location.

Such seizures shall be for the purpose of assuring continued cessation of the noise nuisance by securing the instrumentality of the noise nuisance temporarily. The noise producing device, machine, instrument, or object shall be returned to the owner or person proving the right of possession, or to his/her authorized agent, not sooner than twenty-four (24) hours after seizure. Any disputed ownership or right of possession shall be resolved at a property disposition hearing before the magistrate of the city. Seizure of noise nuisance producing property shall be accomplished in addition to and not in lieu of municipal court prosecution and/or a civil suit for injunctive relief and civil penalties.

- (d) *Impoundment of noise nuisance animals.* Upon the determination by the chief of police that any animal(s) at an identified address or location within the city has produced noise on two (2) occasions of a nature and intensity that violates the standards established by this article, he may notify the resident or occupant that the animal(s) is producing a noise nuisance, and that an administrative hearing shall be held for the purpose of determining if the animal(s)

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Chapter 14 - HEALTH, SANITATION AND NUISANCES

constitutes a continuing noise nuisance which must be summarily abated by seizure and impoundment until the owner or person from whom the animal was seized provides written consent of another person to provide shelter and care for the animal(s) in a fenced property not less than two hundred (200) feet from any neighboring residential structure, or until the tenth day of impoundment. Said animals shall be destroyed if not reclaimed on or before the ten (10) days of impoundment.

- (e) *Declaration of habitual noise nuisance producer.* After producing noise measured at decibels in excess of the maximum allowed by this article on three (3) separate days within a twelve-month period, the noise producer shall be given notice of an administrative hearing before a municipal court magistrate for the purpose of introducing evidence so that the magistrate can make a determination of whether or not the cited noise producer is a "habitual noise nuisance producer," and if the magistrate so finds, a written declaration of said finding shall be signed by the magistrate and kept on file by the chief of police for a period of one (1) year.
- (f) *Declaration of habitual noise nuisance location.* After the production of noise in excess of that allowed by this article by anyone at the same address or property location on three (3) separate days within a twelve-month period, the owner or lessee or person in possession shall be given notice of an administrative hearing before a municipal court magistrate for the purpose of introducing evidence so that the magistrate can make a determination of whether or not the location is a "habitual noise nuisance source," and if the magistrate so finds, a written declaration of said finding shall be signed by the magistrate and shall be kept on file by the chief of police for a period of one (1) year.
- (g) *Seizure.* If the magistrate determines that the noise producer is a "habitual noise nuisance producer" or that the location is a "habitual noise nuisance source," the noise producing instrument, equipment, or other noise producing item used by the habitual noise nuisance producer may be immediately seized at the time of a subsequent decibel measurement in excess of that allowed by this article. At the time of such seizure, a written notice of the right to an immediate administrative hearing before a municipal court magistrate shall be issued to the habitual noise producer or owner or person in possession of the habitual noise nuisance source. The hearing shall be for the purpose of determining if a noise nuisance actually occurred on which the seizure was based, and to voice any complaints about the manner of the seizure. If the noise produced is determined by the magistrate not to constitute a noise nuisance, the subject property shall be immediately delivered over to the person from whom it was seized.

(Ord. No. 93-14, § 1, 9-21-94)

Secs. 14-101—14-110. - Reserved.



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
4	Street Sweeping Notification Discussion

ITEM/MOTION

Review and discuss proposed improvement of receipt of notice regarding streets to be swept from the street sweeping contractor, and take action as necessary to direct staff.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. None

MUD #: N/A

APPROVALS

Submitted by:

William Benton/ks

William Benton
Councilor, At Large Position 1

Reviewed by:

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

Approved for Submittal to City Council:


Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been added to the Workshop Agenda in order to discuss the proposed improvement of notice regarding streets scheduled to be swept in the City, and relates to notice currently provided by the street sweeping vendor in advance of such sweeping.



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
5	Police Presence Discussion - Avenue H/State Highway 36 and Avenue I/State Highway 36

ITEM/MOTION

Review and discuss proposed police presence at the intersections of Avenue H/State Highway 36 and Avenue I/State Highway 36 during peak traffic times, and take action as necessary to direct staff.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. None

MUD #: N/A

APPROVALS

Submitted by:

William Benton/ks

William Benton
 Councilor, At Large Position 1

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 City Manager

EXECUTIVE SUMMARY

There have been certain traffic-related concerns expressed regarding the intersections of Avenue H and State Highway 36, and at Avenue I and State Highway 36.

This item has been added to the Workshop Agenda to offer City Council the opportunity to discuss a potential increase in the police presence at these sites in the morning from 7:00 a.m., to 8:30 a.m., and in the evening from 4:00 p.m., to 5:30 p.m., Monday through Friday. The increased presence would not be required during the summer months and/or during school holidays. Discussion may also include potential budgetary implications of such presence, signage options, and revised signalization in these areas.



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
6	Discussion of Prohibition of Semi Truck Traffic on Avenue H/State Highway 36 and Avenue I/State Highway 36

ITEM/MOTION

Review and discuss prohibition of eighteen-wheeler traffic from the intersections of Avenue H/State Highway 36 and Avenue I/State Highway 36, 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

SUPPORTING DOCUMENTS:

1. None

MUD #: N/A

APPROVALS

Submitted by:***William Benton/ks***William Benton
Councilor, At Large Position 1**Reviewed by:**

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

Approved for Submittal to City Council:Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been added to the Workshop Agenda in order to discuss the potential prohibition of through semi truck traffic at the intersections of Avenue H and State Highway 36 and Avenue I and State Highway 36, unless the truck's destination is actually located within the City.

Discussion may also include LED or other signalization methods that would direct truck traffic to Spur 10, or other byways outside of the City; and, proposed educational and informational signage for truck drivers that could be placed along U.S. 59, Highway 90, Spur 10, and State Highway 36 regarding same.



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
7	FY2015 Street Overlay and Reconstruction Project List Discussion

ITEM/MOTION

Review and discuss the proposed FY2015 Street Overlay/Reconstruction Project List, 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:
101-5022-530-7030

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Fiscal Year 2015 Overall Street Reconstruction List
2. Location Map – FY2015 Overall Street Paving Project List
3. Proposed Fiscal Year 2015 Priority Street Reconstruction List
4. Location Map – FY2015 Priority Street Paving Project
5. 2014 Street Paving Project – Remaining Work

APPROVALS

Submitted by:

Assistant City Manager of
Public Services

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager for Public Services
- City Attorney
- City Engineer
- Director of Public Works

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

In past years, the Public Works Department has submitted the list of streets to be overlaid and rebuilt to City Council for approval. For FY2015, the Public Works Department has identified a list of twenty-seven (27) street sections that have immediate needs, at a total estimated cost of \$3.5 million. The FY2015 Budget includes funding in the amount of \$800,000, therefore staff has prioritized a list that will fall within the budgeted amount. Both of the aforementioned lists and location maps have been included with the Agenda item.

Due to the backlog of work on the Fort Bend County Road and Bridge Department's work schedule, the FY2015 proposed project list also includes the costs for a Contractor to provide the necessary equipment and labor to complete the project. All of the material, labor and equipment costs are based on current Fort Bend County bids, with the exception of the subgrade lime stabilization which will have to be bid separately by the City.

For reference, the list of remaining streets to be repaved from the approved FY2014 Street Paving Project list is also included in the packet. Fort Bend County Road and Bridge Department is still planning to complete the remainder of the FY2014 work later this Spring/Summer.

Staff recommends approval of the Prioritized FY2015 Street Overlay and Reconstruction Project List that will fall within the budgeted amount as presented. If City Council concurs, an action item will be placed on an upcoming Regular City Council Agenda.

City of Rosenberg
FISCAL YEAR 2015 Overall Street Reconstruction

Summary of District 1

Asphalt Grand Total	\$250,213.03
Delivery Grand Total	\$13,404.27
Lime Grand Total	\$306,198.20
Laydown Grand Total	\$89,361.80
Grand Total	\$659,177.30

Summary of District 2

Asphalt Grand Total	\$640,015.61
Delivery Grand Total	\$34,286.55
Lime Grand Total	\$651,710.03
Laydown Grand Total	\$228,577.00
Grand Total	\$1,554,589.20

Summary of District 3

Asphalt Grand Total	\$136,384.12
Delivery Grand Total	\$7,306.29
Lime Grand Total	\$166,900.07
Laydown Grand Total	\$48,708.61
Grand Total	\$359,299.09

Summary of District 4

Asphalt Grand Total	\$258,415.88
Delivery Grand Total	\$13,843.71
Lime Grand Total	\$316,236.43
Laydown Grand Total	\$92,291.39
Grand Total	\$680,787.41

Summary of All Districts

Asphalt Grand Total	\$1,285,028.64
Delivery Grand Total	\$68,840.82
Lime Grand Total	\$1,441,044.73
Laydown Grand Total	\$458,938.80
Grand Total	\$3,253,853.00

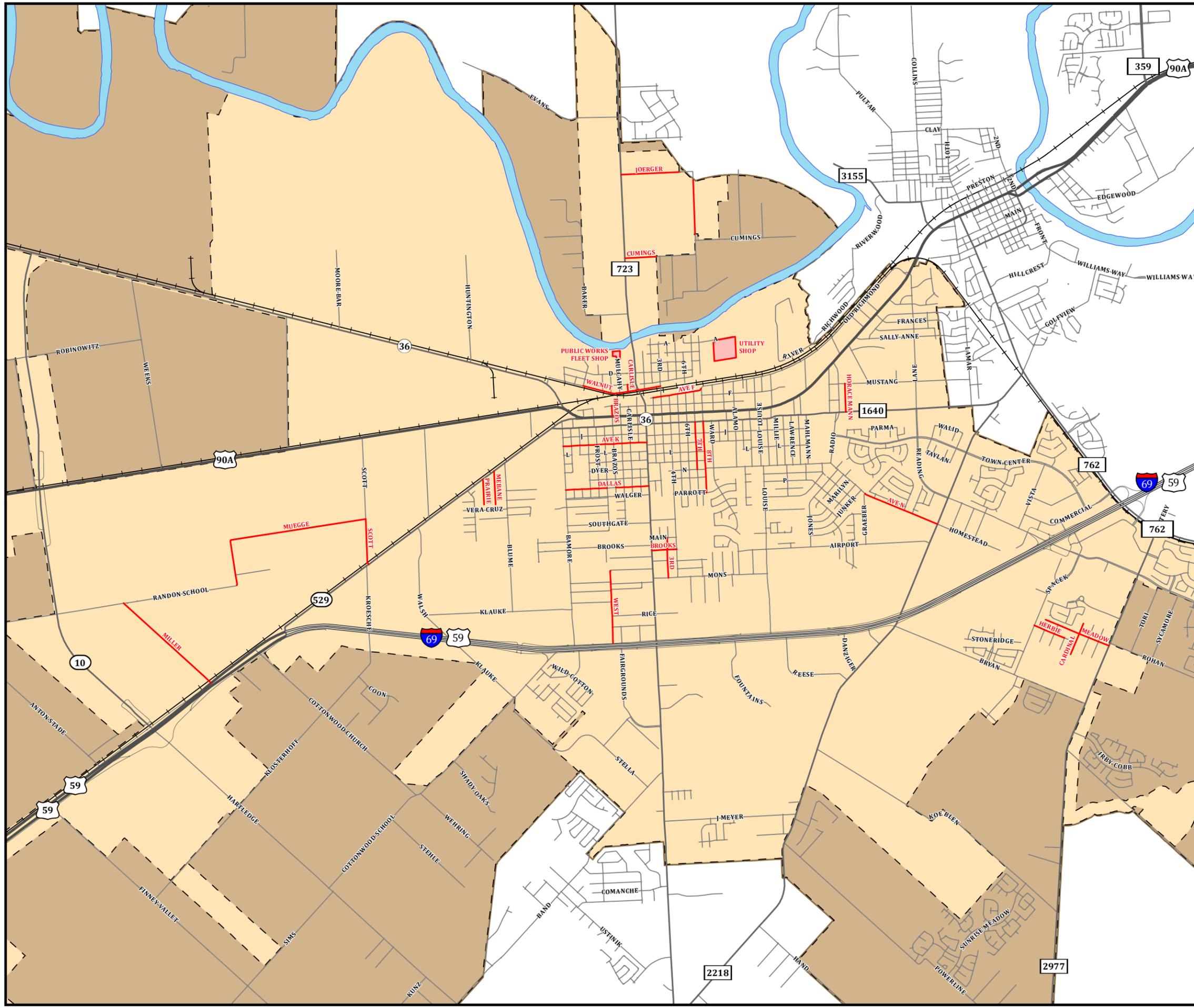
District	Street Name	Boundaries From - To	Asphalt Grand Total	Delivery Grand Total	Lime	Laydown Grand Total	Grand Total
1	Avenue F	2nd Street - 8th Street	\$47,203.60	\$2,528.76	\$57,765.40	\$16,858.43	\$124,356.19
1	Carlisle Street	Avenue E - Walnut Avenue	\$5,662.92	\$303.37	\$6,930.00	\$2,022.47	\$14,918.76
1	Walnut Avenue	FM 723 - 3rd Street	\$23,994.01	\$1,285.39	\$29,369.67	\$8,569.29	\$63,211.36
1	Walnut Avenue	FM 723 - Mulcahy	\$18,687.64	\$1,001.12	\$22,869.00	\$6,674.16	\$49,231.92
1	Joerger Road	FM 723 - City Limits	\$97,863.67	\$5,242.70	\$119,760.67	\$34,951.31	\$257,818.34
1	Horace Mann	Avenue I - Mustang Avenue	\$26,577.98	\$1,423.82	\$32,524.80	\$9,492.13	\$70,018.73
1	Cummings Road	FM 723 - San Carlos	\$30,223.22	\$1,619.10	\$36,985.67	\$10,794.01	\$79,622.00
2	Scott Road	Spur 529 - Muegge	\$46,058.43	\$2,467.42	\$56,364.00	\$16,449.44	\$121,339.28
2	Muegge Road	Scott - Randon School Road	\$173,564.34	\$9,298.09	\$130,635.63	\$61,987.27	\$375,485.33
2	Miller	Hwy 59 - Randon School Road	\$106,750.26	\$5,718.76	\$212,399.37	\$38,125.09	\$362,993.49
2	Brazos Street	Avenue G - Avenue H	\$9,297.68	\$498.09	\$11,378.03	\$3,320.60	\$24,494.40
2	West Street	Bernie - US 59	\$64,829.96	\$3,473.03	\$79,335.67	\$23,153.56	\$170,792.22
2	Prairie Lane	Spur 529 - Dead End	\$22,148.31	\$1,186.52	\$27,104.00	\$7,910.11	\$58,348.94
2	Mebane Lane	Spur 529 - Dead End	\$29,531.09	\$1,582.02	\$36,138.67	\$10,546.82	\$77,798.59
2	Avenue K	Hwy36 - Bamore Road	\$71,625.47	\$3,837.08	\$87,651.67	\$25,580.52	\$188,694.74
2	Dallas Avenue	Hwy 36 - Brazos	\$28,566.29	\$1,530.34	\$34,958.00	\$10,202.25	\$75,256.88
2	Dallas Avenue	West - Bamore Road	\$35,865.17	\$1,921.35	\$43,890.00	\$12,808.99	\$94,485.51
3	7th Street	Avenue I - Avenue N	\$35,298.88	\$1,891.01	\$43,197.00	\$12,606.74	\$92,993.63
3	8th Street	Avenue I - Parrot Avenue	\$70,044.04	\$3,752.36	\$85,716.40	\$25,015.73	\$184,528.53
3	3rd Street	Main Street - Mons Avenue	\$10,277.15	\$550.56	\$12,576.67	\$3,670.41	\$27,074.79
3	Brooks	Hwy 36 - 4th Street	\$20,764.04	\$1,112.36	\$25,410.00	\$7,415.73	\$54,702.13
4	Avenue N	FM 2218 - Graeber Road	\$122,734.38	\$6,575.06	\$150,196.20	\$43,833.71	\$323,339.35
4	Cardinal Street	Meadow - Dead End N	\$13,265.92	\$710.67	\$16,234.17	\$4,737.83	\$34,948.59
4	Cardinal Street	Meadow - Dead End S	\$21,686.89	\$1,161.80	\$26,539.33	\$7,745.32	\$57,133.34
4	Meadow Street	Dead End - FM 2977	\$66,121.95	\$3,542.25	\$80,916.73	\$23,614.98	\$174,195.91
4	Herbie Street	Spacek - Helen	\$34,606.74	\$1,853.93	\$42,350.00	\$12,359.55	\$91,170.22

	Public Works	Public Works -Fleet Shop	\$49,392.00	\$2,646.00	\$60,443.46	\$17,640.00	\$69,678.00
	Utility	Utility Shop	\$58,072.00	\$3,111.00	\$70,847.84	\$20,740.00	\$152,770.84

Total: \$1,340,714.04 \$71,823.97 \$1,640,481.04 \$0.00 \$478,826.44 \$3,471,402.02

STREET PAVING Fiscal Year 2015

City of Rosenberg, Texas



	FY 2015 Paving		FY 2015 Paving - Facilities
	Interstate		Brazos River
	US Highway		Rosenberg City Limits
	State Highway		Rosenberg ETJ
	Public Road		Other Jurisdictions
	Private Road		
	Railroad		

Scale:
 1:48,000
 or
 1 Inch = 4,000 Feet

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 Date Created: March 18, 2015
 Original Size: 11" x 17"
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PROPOSED FISCAL YEAR 2015 PRIORITY STREET RECONSTRUCTION

District	Street Name	Boundaries From - To	Asphalt Grand Total	Delivery Grand Total	Lime	Laydown Grand Total	Grand Total
4	Avenue N	FM 2218 - Graeber Road	\$122,734.38	\$6,575.06	\$150,196.20	\$43,833.71	\$323,339.35
2	West Street	Bernie - US 59	\$64,829.96	\$3,473.03	\$79,335.67	\$23,153.56	\$170,792.22
1	Walnut Avenue	FM 723 - Mulcahy	\$18,687.64	\$1,001.12	\$22,869.00	\$6,674.16	\$49,231.92
3	Brooks	Hwy 36 - 4th Street	\$20,764.04	\$1,112.36	\$25,410.00	\$7,415.73	\$54,702.13
1	Carlisle Street	Avenue E - Walnut Avenue	\$5,662.92	\$303.37	\$6,930.00	\$2,022.47	\$14,918.76
2	Dallas Avenue	Hwy 36 - Brazos	\$28,566.29	\$1,530.34	\$34,958.00	\$10,202.25	\$75,256.88
2	Avenue K	Hwy 36 - Carlisle St	\$15,940.07	\$853.93	\$19,506.67	\$5,692.88	\$41,993.56
1	Horace Mann	Avenue I - Mustang Avenue	\$26,577.98	\$1,423.82	\$32,524.80	\$9,492.13	\$70,018.73

Total: \$303,763.30 \$16,273.03 \$371,730.33 \$108,486.89 \$800,253.55

Summary of All Districts

Asphalt Grand Total	\$303,763.30
Delivery Grand Total	\$16,273.03
Lime Grand Total	\$371,730.33
Laydown Grand Total	\$108,486.89
Grand Total	\$800,253.55

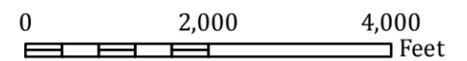
STREET RECONSTRUCTION Fiscal Year 2015

City of Rosenberg, Texas

-  FY 2015 Paving
-  Interstate
-  US Highway
-  State Highway
-  Public Road
-  Private Road
-  Railroad
-  Brazos River
-  Rosenberg City Limits
-  Rosenberg ETJ
-  Other Jurisdictions



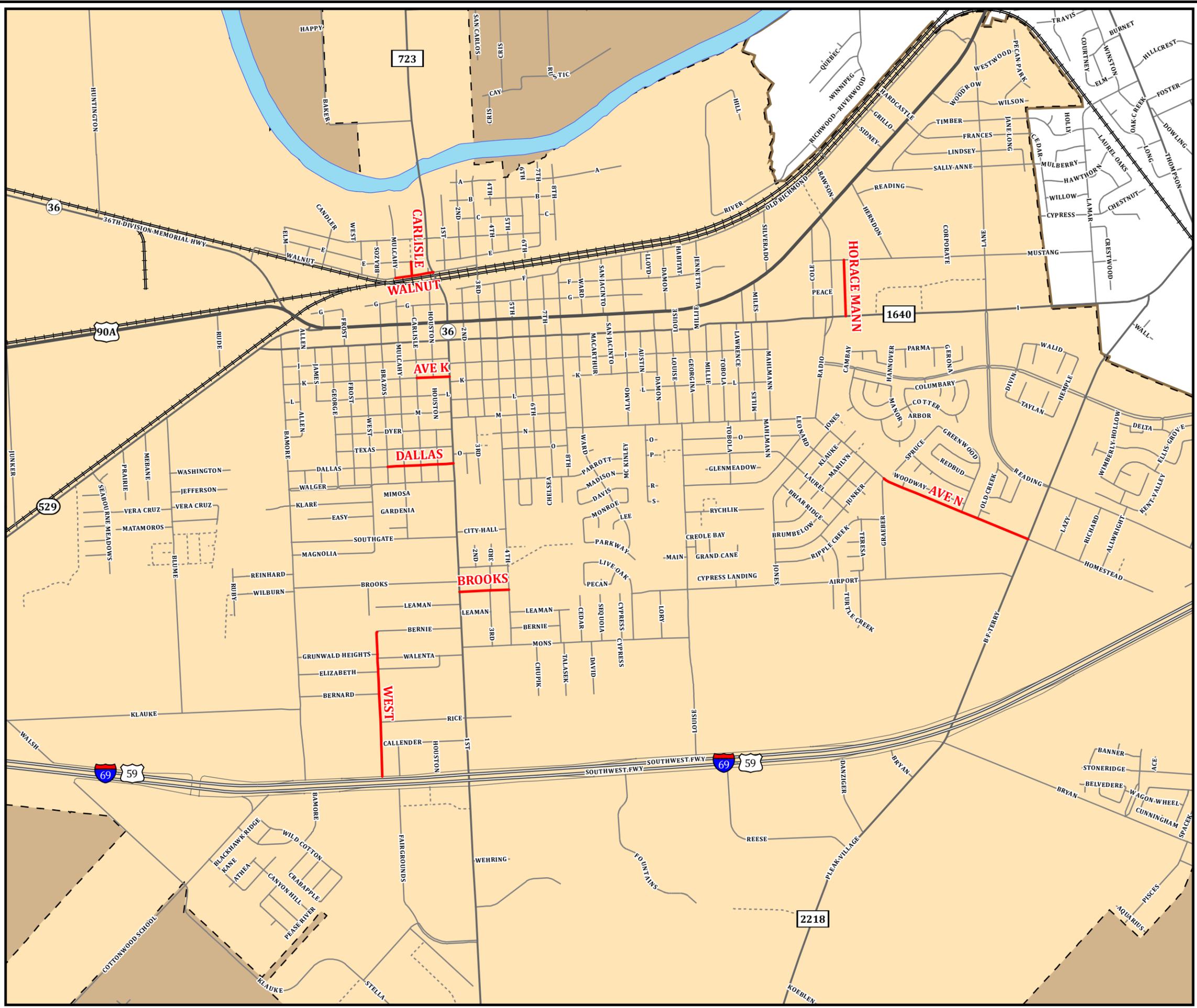
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1 Inch = 2,000 Feet



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Date Created: March 19, 2015
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**City of Rosenberg
2014 Street Paving Project
Remaining Work**

District	Street Name	Boundaries From - To
#1	West Street	Avenue D - Walnut
#1	Walnut	Willow - Mulcahy
#1	Radio Lane	Avenue H - Avenue I
#2	Mulcahy Street	Avenue I - Walger
#2	Blackwood	Muegge - Dead End
#2	J. Meyer Road	FM 2218 - Seabourne Creek
#2	Houston Street	Avenue I - Avenue K
#2	James Street	Avenue I - Avenue L
#3	Avenue L	Damon - Dead End
#3	7th Street	Avenue N - Parrot Street
#3	Avenue J	Mahlmann - Austin Street
#4	Homestead Road	FM 2218 - Dead End
#4	Lazy Lane	Homestead - Reading Road
#4	Richard Street	Homestead - Reading Road
#4	Allwright	Homestead - Reading Road



CITY COUNCIL COMMUNICATION

March 24, 2015

ITEM #	ITEM TITLE
8	Macario Garcia Park Restroom Facilities Discussion
ITEM/MOTION	
Review and discuss building plans for restroom at Macario Garcia Park, 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:

225-7000-540-7036 (CP 1507)

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Standard Specifications – WalCon Pre-engineered, Prefabricated Modular Restroom Building
2. Building Plans – Manufactured Comfort Station
3. Bid Documents and Technical Specifications - Draft
4. Rosenberg Development Corporation FY2015 Budget Excerpt – RDC Projects Fund 225
5. Parks and Recreation Board Meeting Minute Excerpt – 01-22-15
6. Rosenberg Development Corporation Meeting Minute Excerpt – 06-12-14

APPROVALS

Submitted by:

Darren McCarthy
Parks and Recreation
Director

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- Exec. Dir. of Support Services

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Replacement of the restrooms at Macario Garcia Park was designated as a park improvement in the FY2015 Budget by the Rosenberg Development Corporation. The current restroom facility is outdated and cannot be sanitized properly. Building plans for a prefabricated, modular restroom unit were presented at the regularly scheduled Parks and Recreation Board meeting on January 22, 2015. The Board reviewed the plans and after some discussion, unanimously recommended to have the current restroom facility removed and replaced with a new one similar to the attached plans from WalCon, Inc.

Staff has placed this item on the Agenda to receive City Council's input on the Board recommendation that a new restroom facility replace the current restroom facility in Macario Garcia Park.

STANDARD SPECIFICATIONS

WalCon®
Pre-engineered, Prefabricated
Modular Restroom Building
4S-CW-2L-1U-GR-CC-ADA
Ser. No. 20150035
Garcia Park
Rosenberg, Texas

Wallis Concrete, LLC
P.O. Box 789
Wallis, Texas 77485
www.walcon.com

APPLICABLE BUILDING CODES:

2009 International Building Code including Appendices C, F, and K
2009 International Plumbing Code including Appendices C, E, F and G
2009 International Mechanical Code
2009 International Energy Conservation Code
2011 National Electrical Code
2012 Texas Accessibility Standard

Compliance with Americans with Disabilities Act (ADA)
Any Local Codes which take precedence.

Design Loads:

Wind: Up to 130 MPH, Exposure C
Seismic: Zone 4

The WalCon Restroom Buildings are manufactured to the most rigorous design factors presented in the 2009 IBC for all geographical areas within the continental United States with the exclusion of barrier islands

PART 1 GENERAL:

SUMMARY:

Scope:

WalCon Buildings are manufactured with the expressed intent to supply our customers with high quality enduring restroom facilities that with proper maintenance will give years of service. Because these buildings are precast modular structures it is possible that they can be relocated to other areas with only minimal effort should it be necessary. Wallis has been manufacturing precast modular buildings since 1980 and should an equal be allowed that manufacture should have a minimum of 10 years experience in the manufacture of precast modular structures.

Substitutions:

The manufacturer reserves the right to change construction as may be required. Substitution of doors, hardware, accessories, and electrical lighting components may be allowed if they are of equal quality. All substitutions and reasons for such shall be submitted in writing for approval by Owner, prior to installation.

Delivery and handling:

Delivery and handling of the modular structures shall be accomplished in such a manner as required to prevent damage to the products and their finishes.

WARRANTY:

Subject to the conditions and discussions set forth herein, Wallis warrants it's manufactured concrete products against defects in materials or workmanship for a period of 10 (ten) years from date of purchase. Wallis's sole obligation under this warranty shall be to repair or replace any part of the product that proves, upon our inspections, to be defective in materials and /or workmanship. Finished goods which are installed in this building will carry the warranty of that manufacture.

Warranty Specific Conditions:

1. The product purchased from Wallis must be properly installed, and the operating procedures and maintenance instructions must be followed.
2. Only authorized representatives of Wallis must perform repairs or replacements to the products supplied by Wallis.

Warranty Exclusions:

Garcia Park.....Rosenberg, Texas

This warranty does not cover damage resulting from third party transit, accidents, acts of God, misuse, unauthorized repairs, negligence, modifications, tampering, disconnection, improper adjustments, improper care or maintenance, improper installation and out of warranty service. Although every attempt will be made to design the structure in accordance with published wind loads and seismic activity for the specified geographical area where it will be installed, this warranty does

Not cover damage that may result from environmental loads or conditions in excess of those agreed-upon values.

Any implied warranty of merchantability or fitness for a particular purpose applicable to this product is limited to the duration of this written warranty.

Wallis will not be liable for incidental or consequential damages resulting from breach of this written warranty or any implied warranty.

The performance of repairs or needed adjustments shall be the exclusive remedy of the user/purchaser under this written warranty or any implied warranty.

This warranty gives the Owner specific rights. There may be additional rights, which vary from state to state. No person shall be authorized to change, add to, or create any warranty or obligation other than set forth herein.

This warranty is valid only in the U.S.A.

PART II PRODUCTS:

MANUFACTURER:

Prefabricated and Preassembled restroom building (comfort station) herein specified and based on Models as manufactured by Wallis Concrete, LLC

MATERIALS:

Precast Components: All concrete used in the precast walls, roof, and floor shall be minimum compressive strength of 5000 psi in 28 days and shall conform with the requirements of the ACI standard 318-83 year 2002. All fine and course aggregate shall conform to ASTM Spec. C-33. Cement shall be gray Portland cement type 1 and shall conform to ASTM Spec. C-150. The water used in the mix shall be clean and non-detrimental to the mix. The water-cement ratio shall not exceed 5 gal.per bag of cement. A concrete mix review must be provided by an independent testing laboratory certified by the structural engineer.

Reinforcement: All reinforcing steel bars shall conform to ASTM 615 Grade 60 for deformed and plain billet -steel bars for concrete reinforcement (Fy=60 Ksi). Wire mesh and flat sheets used for reinforcing shall conform to ASTM 185

Garcia Park....Rosenberg, Texas

Specifications for steel welded wire fabric, plain for concrete reinforcement.
Anchors, clips and fasteners: Conform to ASTM A325.

Doors: Exterior Restroom Gates shall be 3/0-6/8, SS Steel pre-hung GATE with a HM frame attached to the building in a permanent way. Door Frame shall be 14 ga Galvanized. Each restroom gate shall have the following hardware:

SCHLAGE MODEL 660P DEAD BOLT LOCKSET
Hinges #BB1199 4-1/2" x 4-1/2". Heavy Duty/Stainless Steel-NRP
Attachment to Lock Open Door

Chase Door: Shall be 3/0-6/8, 1 3/4 inch thick pre-hung metal with a matching metal frame attached to the building in a permanent way. Door and frame shall be 14 ga Galvanized. Curries model no. 707 is approved. The chase door shall have the following hardware:

SCHLAGE MODEL 660P DEAD BOLT LOCKSET
Hinges #1250-4 1/2" x 4-1/2". Heavy Duty/Stainless Steel-NRP
Unitrol 7500 Door Closure
Brush Type Door Sweeps

Note: All door hardware and the position of the hardware on the door shall meet the requirements of the Americans with Disabilities Act (ADA).

Vents: Wall vents shall be shop made of 3/16" Galvanized Steel minimum. These vents shall be sight restrictive and shall be attached with tamper proof hardware. These vents shall be painted to the color selected by customer. Each vent has a free air flow area of 315 sq. inches.

Electrical: All Electrical Items shall be pre-wired as shown in conduit on drawings. Hardware shall be as follows:

Interior lighting – Harris 140 Series
Siemens 100 amp panel with 12 spaces and disconnect.
Exterior lighting – RAB WP1FEF32 "Dark Sky Compliant" with metal cage
1 1/2 inch gray PVC schedule 40 below slab (power into disconnect).
1/2 inch PVC conduit with 12 Gauge braded wire.
Intermatic Photo Control Model 4221C for exterior lights
Leviton GFCI Receptacle
Leviton Single Pole Switch for Chase
Sensor Switch Model CMR PDT 9 for interior lighting-public access
Eemax Hot Water Heater Model EMT4
SDC Electromagnetic Locks 1571 Series
Hand Dryer – Fastaire Model HD-03
Fantech Exhaust Fan Model 2SHE1621

Signage: Molded plastic signs with etched surfaces shall have the international Handicapped symbol and shall have raised Braille characters. Signage shall comply with ADA requirements.

Toilet Accessories: Bradley 832 Series grab bars with safety grip finish, concealed mounting. The grab bars shall be mounted 33 inches above the finished floor. The toilet paper holder shall be a Royce Rolls model #TP2. Floor drains shall be, Zurn Model Z356 or equal. Chase Service Sink shall be a Blue Air Stainless Steel Model 1C18-ND-M or equal. Mirror shall be Bradley Model 7481, 18"x 36" SS. Baby changing table shall be Koala Model KB100-ST or equal

Plumbing: Lavatories shall have a 3/8" - 1" Pex plastic supply to the fixtures concealed in the plumbing chase. All fixtures shall have a shut-off valve in the plumbing chase, waste and vent lines shall be connected to the fixtures, with traps and vents where necessary for connection by general contractor to waste disposal lines. Waste piping shall be PVC SCH. 40 sized to be in compliance.

Lavatories shall be Murdock Model 1011B, Stainless Steel with Air control valve. Lavatory is ADA / TAS Compliant if mounted 34" above the finish floor.

Toilets shall be Murdock Model 1001R Stainless Steel, Toilet has an elongated bowl and requires a minimum of 35 PSI flow pressure. Toilet will operate with a 1.6 gallon flush valve. The toilet is to be mounted 17"- 19" off of the finish floor per ADA / TAS accessibility requirements. Zurn Model Z6140 FLUSH VALVE with ZERK-CP-CON SENSOR for concealed flush valves

The washout urinal shall be rear wall mounted washdown type and requires a minimum of 35 PSI flow pressure. Bottom is sloped to a stainless steel beehive dome strainer. P-trap has a minimum 2" seal. Urinal will operate with a 1.0 gallon flush valve controlled by a Zurn ZERK-CP-CON Sensor. Urinal shall be a Murdock Model 1030 Stainless Steel. Urinal is installed to meet ADA / TAS standards.

Stall Partitions shall be as follows. High density plastic as manufactured by Comtex. Color of stall partitions TBD.

DESIGN AND FABRICATION:

The building structure design and fabrication shall be adequate to withstand wind loads, snow loads and seismic activity for the geographic region in which it will be installed and in accordance with governing building codes and the stresses and shocks common to buildings. Design calculations and shop drawings shall

Garcia Park....Rosenberg, Texas

clearly state design loads and all criteria, safety factors, etc. used to arrive at a design load.

The forms for the precast components shall be constructed such that the finished components will have sharp definition, dimensional accuracy, and uniformity of shape and texture. Precast components shall be prefabricated to the sizes and shapes indicated on the project plans. No unfinished edges shall be exposed to view. The finished components shall be straight and square. Waxed, cracked, broken, spalled, stained, or otherwise defective units shall not be used. Components with imperfections in exposed surfaces shall not be used.

Reinforcing assemblies shall be prefabricated into single complete units with a minimum of 3/4 inch clearance from the edges and surfaces of the precast unit.

Placed and secured in the forms shall be all necessary anchors, clips, inserts, lifting devices, stud bolts, ties and any other device that is required for handling and installing the precast components and for the attachment of subsequent items.

Precast concrete components shall be cured in forms for a minimum of 24 hours, or until the concrete reaches 75 percent of design strength. All exposed surfaces must be covered to control the loss of moisture and temperature. After the precast component is removed from the form it must be covered or be moisture cured until the results of a 7 day compression test is available

All precast cover panels shall be attached to the walls in such a way as to form a continuous unit. Wall and floor reinforcing shall be permanently attached to each other. The welding procedure shall be approved by a professional engineer. All welding shall be done by welders having current valid certifications and having current experience in this type of welding. All construction shall be per American Welding Society Codes and Recommendations. All exposed steel plate assemblies both inside and out shall be painted over the shop coat.

The finished floor shall be level along all walls. No area of the floor shall allow wastewater to accumulate.

FINISHES:

Exterior Walls: The exterior concrete walls of the building shall have a Split Face Reveal finish. The exterior walls shall be sealed Benjamin Moore Block Filler then receive two applications of a Modified Latex Exterior Paint as manufactured by Benjamin Moore. Color of paint to be determined by owner.

Exterior Doors and Frames: Doors and Frames shall be Primed then have 2 coats of Urethane Alkyd Enamel applied. Color of the door, door frames, and vents shall be the customer's option.

Interior walls and roof: The interior walls and the interior roof surfaces after they have been sealed will receive two coats of Benjamin Moore Super Spec ® 100% Acrylic Semi-Gloss Enamel W281 tinted to Customer choice.

Interior Floor: The interior floor of the building should be steel toweled then have a textured finish; followed by two applications of Water Based Alkyd Epoxy Coating followed by a single coat of Clear Epoxy Overcoat.

Caulking Compound: Before all joints of the package plant are caulked, a rolled polyurethane foam rope shall be placed in the seams. All joints will then be caulked with a non-sag, non-staining polyurethane caulking compound meeting ASTM C-920-79. Sika-flex is approved.

PART III EXECUTION:

INSTALLATION: Safety data information must be supplied on all items used in the production and furnishing of this building and foundation. All technical specifications are to be delivered to the general contractor or contracting officer upon delivery of the building and foundation to the job site.

HINTS:

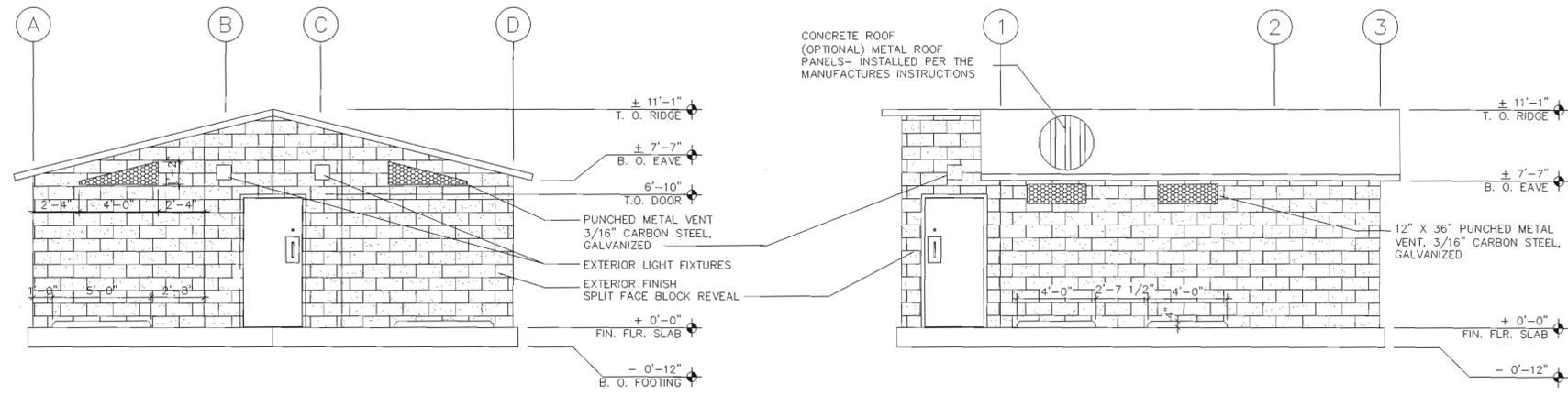
AFTER THE UTILITIES ARE CONNECTED TO THE PLUMBING IN THE CHASE AREA AND BEFORE THE LAVATORY FAUCET AND TOILET ARE ACTIVATED YOU MUST FLUSH OUT THE INCOMING WATER LINES. THERE IS A HOSE BIB INSTALLED ON THE INCOMING WATER LINE. YOU SHOULD CONNECT A GARDEN HOSE TO THIS HOSE BIB AND TURN IT ON. ALLOW THE WATER TO FLOW FOR ENOUGH TIME TO CLEAR THE NEW LINE WHICH WAS INSTALLED FOR THIS RESTROOM. THIS WILL BEGIN THE PROCESS OF CLEARING THE LINE OF DEBRIS AND DISINFECTING CHEMICALS. SHOULD YOUR RESTROOM BE SERVICED BY A SEPTIC SYSTEM BE SURE AND DIRECT THE WATER AWAY FROM THE SEPTIC FIELD.

(WE RECOMMEND A PLUMBER BE CALLED TO COMPLETE THE FLUSHING OF THE FIXTURES)

THE TOILET FLUSH VALVE BODY MAY BE OPENED AND THE DIAPHRAM REMOVED. REPLACE THE CAP ON THE FLUSH VALVE AND SLOWLY TURN ON THE CUT-OFF VALVE LOCATED ADJACENT TO THE FLUSH VALVE BODY. THIS WILL ALLOW WATER TO RUN THRU THE SERVICE LINES AND OUT INTO THE SEWER AND SHOULD REMOVE ANY DEBRIS. START WITH THE FIXTURE FURTHEREST AWAY FROM THE SERVICE WATER LINE. DURING THE WINTER MONTHS ATTENTION MUST BE

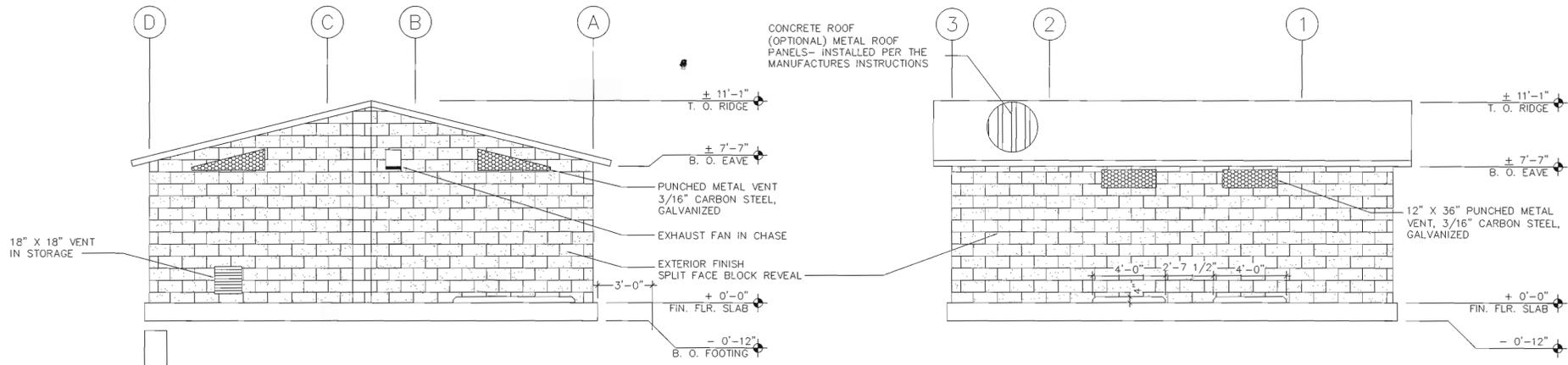
**GIVEN TO PROTECT AGAINST FREEZING WATER LINES AND PIPES
ALONG THE FIXTURES WHICH NORMALLY HAVE A BUILT IN WATER
TRAP**

Garcia Park....Rosenberg, Texas



1 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

2 SIDE ELEVATION
SCALE: 1/4" = 1'-0"



3 REAR ELEVATION
SCALE: 1/4" = 1'-0"

4 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

SEE SHEET 5 ITEM NO. 8 FOR MORE INFORMATION ON THE BUILDING FOUNDATION

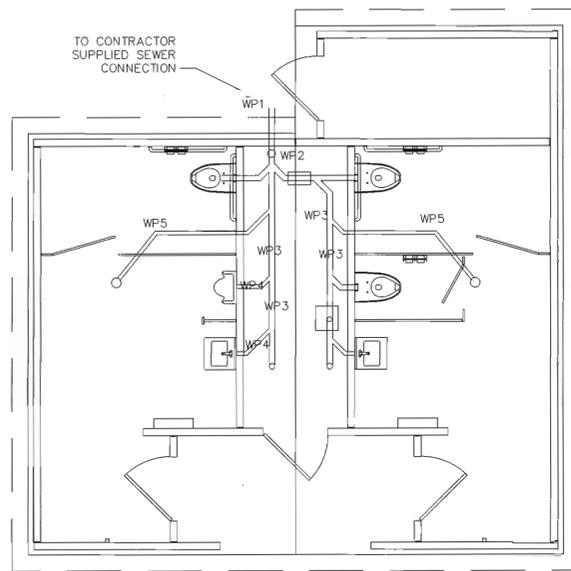
WALLIS CONCRETE, LLC
PO Box 789
Wallis, Texas 77485
PH (800) 852-7880
FAX (979) 478-6753

NO.	DATE	APP.	DESCRIPTION

DESIGNED: RCF
DRAWN: RCF
CHECKED: RCF
DATE: 10-28-2014
SCALE: N.T.S.
PROJECT: GARCIA PARK
FILE NAME: ROSENBERG

GARCIA PARK
ROSENBERG, TX
MODEL NO. SP-4S-CW-2L-1U-CR-ADA/TAS-W/CENTER
CHASE & STORAGE AREA
SERIAL NO. 20150035
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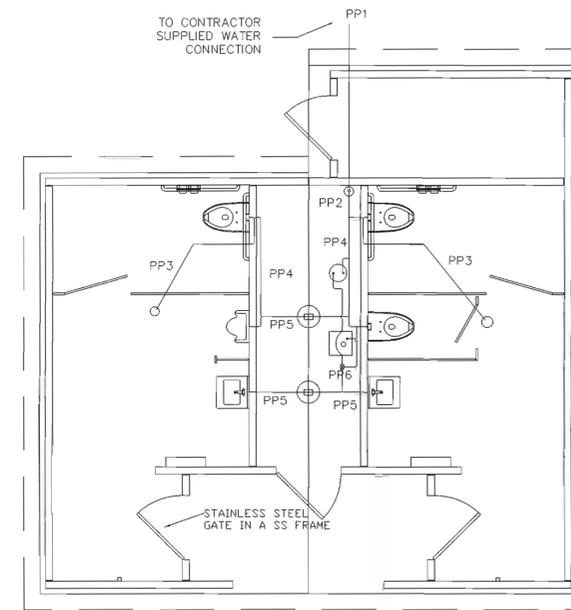


PLAN VIEW WASTE PLUMBING

SCALE : 1/4" = 1'-0"

- WP1 3" SCH. 40 PVC PLASTIC PIPE DISCHARGE TO CONTRACTOR SUPPLIED SEWER TAP
- WP2 3" SCH. 40 PVC PLUMBING TREE WITH CLEAN OUT & VENT THRU ROOF (TO BE PART OF PRECAST UNIT, AFTER CERTIFIED PLUMBER INSTALLS VENT)
- WP3 3" SCH. 40 PVC TREE WITH 3" CLEAN OUT ATTACHED TO ACCESSIBLE TOILET
- WP4 2" SCH. 40 PVC WYE TO ATTACHED TO URINAL AND LAVATORY (LAVATORIES TO HAVE "P" TRAPS)
- WP5 2" SCH. 40 PVC FLOOR DRAIN WITH "P" TRAPS

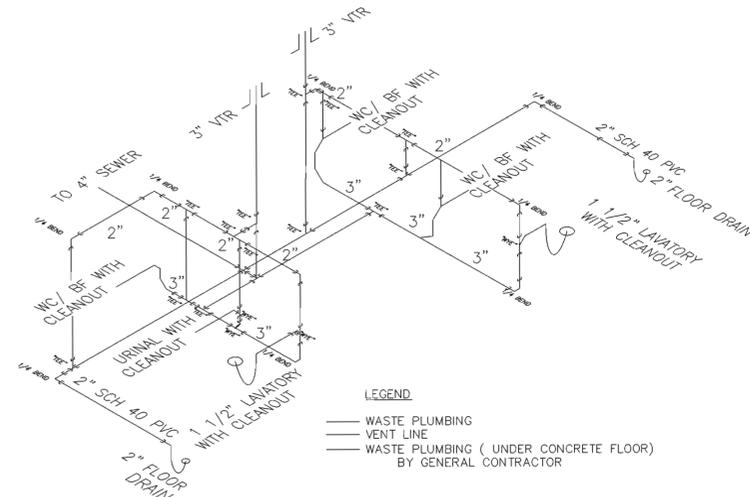
NOTE : MANUFACTURER RESERVES THE RIGHT TO SUBSTITUTE FIXTURES WHEN SUPPLY AND DEMAND CAUSE AN UNNECESSARY DELAY. FIXTURES MUST BE OF EQUAL QUALITY AND MUST BE APPROVED BY BUILDING PURCHASER.



PLAN VIEW PRESSURE PLUMBING

SCALE : 1/4" = 1'-0"

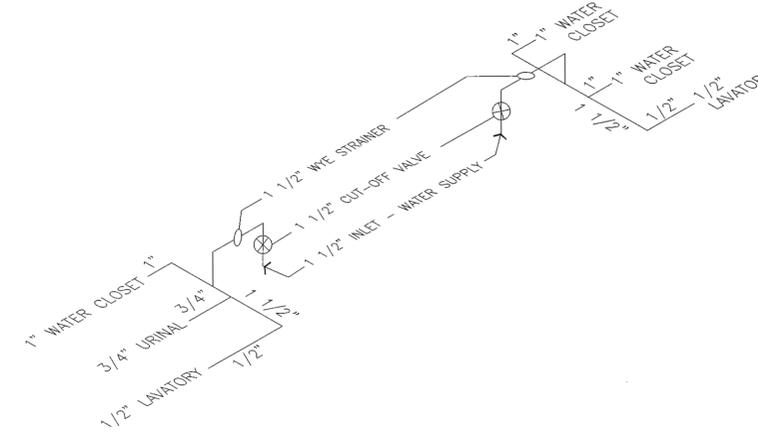
- PP1 1 1/2" TYPE "L" COPPER FOR CONNECTION TO CONTRACTOR SUPPLIED WATER SUPPLY. ALL TYPE "L" COPPER UNDER THE CONCRETE FLOOR SHALL BE SOLID WITH NO CONNECTIONS. THE TYPE "L" COPPER SHALL HAVE A PVC PLASTIC SLEEVE INSTALLED WHENEVER THE COPPER COULD MAKE CONTACT WITH THE CONCRETE FLOOR.
- PP2 BRASS SOLDER -- END BALL VALVE MODEL #WWG-2P271 ONE VALVE AT POINT OF ENTRY INTO THE BUILDING AND A VALVE LOCATED AT EACH FIXTURE
- PP3 3/8" TYPE "L" COPPER COLD WATER LINE TO PRIME FLOOR DRAIN -- ACTIVATED BY FLUSH VALVE
- PP4 1" TYPE "L" COPPER COLD WATER LINE CONNECTIONS MADE WITH PRO PRESS FITTINGS. THE LAVATORIES WATER SUPPLY LINES WILL BE REDUCED TO 1/2" TYPE "L" COPPER THEN TO 3/8" STAINLESS FLEX LINES FOR CONNECTION. ALL PLUMBING TO BE INSTALLED ACCORDING TO THE INTERNATIONAL PLUMBING CODE
- PP5 1" TYPE "L" COPPER COLD WATER LINE WILL BE REDUCED TO 3/4" FOR CONNECTION TO THE URINAL AND HOT WATER HEATER. THE HOT WATER LINE TO BE 3/4" INCH AND THE TEMPERED WATER TO THE LAVATORIES WILL BE REDUCED TO 1/2"
- PP6 TEMPERATURE BALANCING VALVE ZURN MODEL QMVPF32



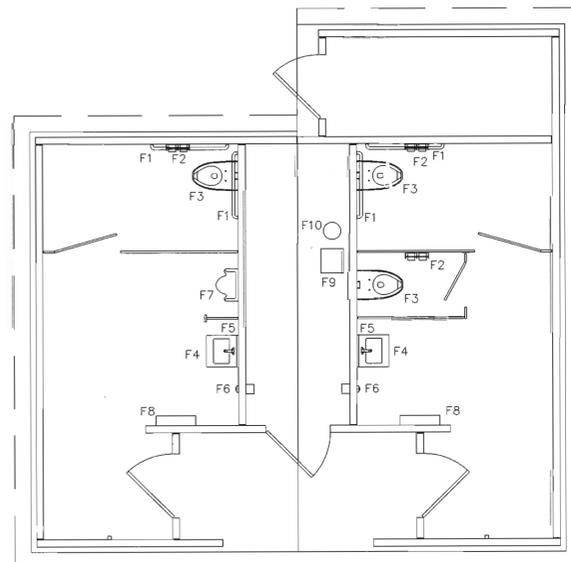
WASTE PIPING

- NOTE:
- * ALL PLUMBING IS EXPOSED FOR INSPECTION AND TESTING IN THE PLUMBING CHASE.
 - * FLOOR DRAINS AND FLOOR DRAIN VENTS ARE THE ONLY ITEMS THAT ARE CAST INTO THE CONCRETE FLOOR.
 - * PVC IS INSULATED TO SEPARATE DIRECT CONTACT BETWEEN PVC AND CONCRETE.

LEGEND
 --- WASTE PLUMBING
 --- VENT LINE
 --- WASTE PLUMBING (UNDER CONCRETE FLOOR) BY GENERAL CONTRACTOR



PRESSURE PIPING



PLAN VIEW FIXTURES

SCALE : 1/4" = 1'-0"

- F1 GRAB BARS -- BRADLEY 832 SERIES W/SAFETY GRIP FINISH
- F2 TOILET PAPER DISPENSER -- ROYCE ROLLS MODEL TP2
- F3 TOILET -- MURDOCK MODEL 1001R STAINLESS STEEL W/ZURN MODEL Z6140 CONCEALED FLUSH VALVE (ZURN MODEL ZERK-CP-COM SENSOR FOR FLUSH VALVE)
- F4 LAVATORY -- MURDOCK MODEL 1011B STAINLESS STEEL
- F5 MIRROR -- BRADLEY MODEL 7481, 18" X 36" STAINLESS STEEL
- F6 HAND DRYER -- FASTAIRE MODEL HD-03
- F7 URINAL -- MURDOCK MODEL 1030 STAINLESS STEEL W/ZURN CONCEALED FLUSH VALVE (ZURN MODEL ZERK-CP-COM SENSOR FOR FLUSH VALVE)
- F8 BABY CHANGING TABLE -- KOALA MODEL KB100-ST
- F9 SERVICE SINK -- BLUE AIR MODEL 1C18-ND-M STAINLESS STEEL
- F10 WATER HEATER -- EEMAX MODEL EMT4

THE MANUFACTURER RESERVES THE RIGHT TO CHANGE CONSTRUCTION AS MAY BE REQUIRED. SUBSTITUTION OF DOORS, HARDWARE, TOILET ACCESSORIES, PLUMBING, AND/OR ELECTRICAL FIXTURES, MAY BE ALLOWED IF THEY ARE OF EQUAL QUALITY AND ARE APPROVED BY THE PURCHASER. ALL SUBSTITUTIONS AND REASONS FOR SUCH MUST BE SUBMITTED IN WRITING FOR APPROVAL PRIOR TO INSTALLATION. THIS DRAWING IS THE SOLE PROPERTY OF WALCON, INC. IT MAY NOT BE COPIED WITHOUT WRITTEN PERMISSION.

WALLIS CONCRETE, LLC

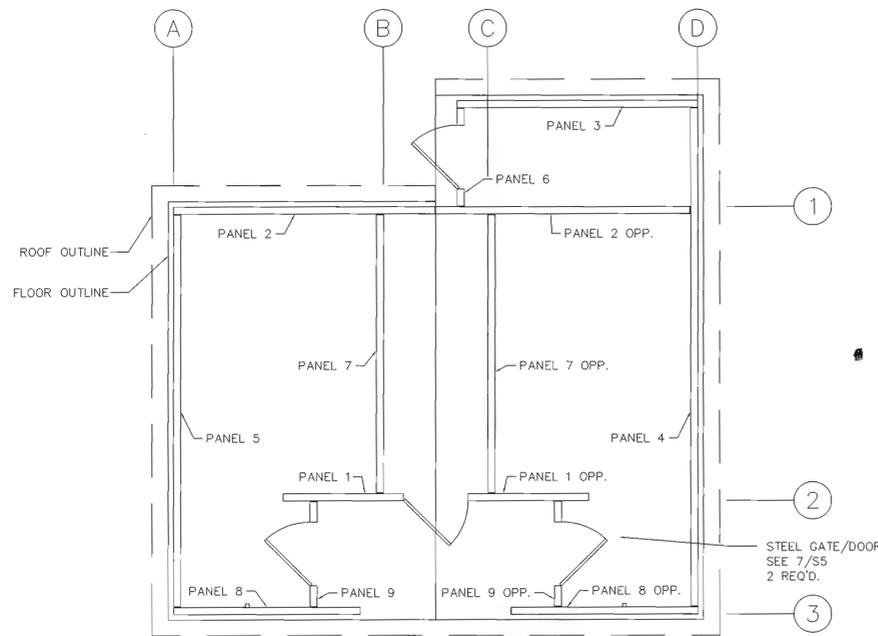
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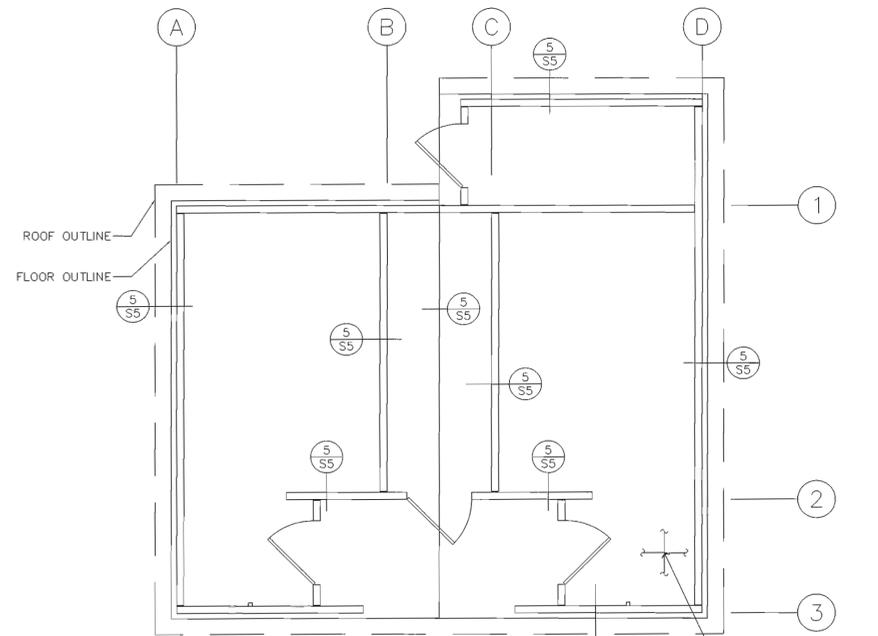
GARCIA PARK
 ROSENBERG, TX
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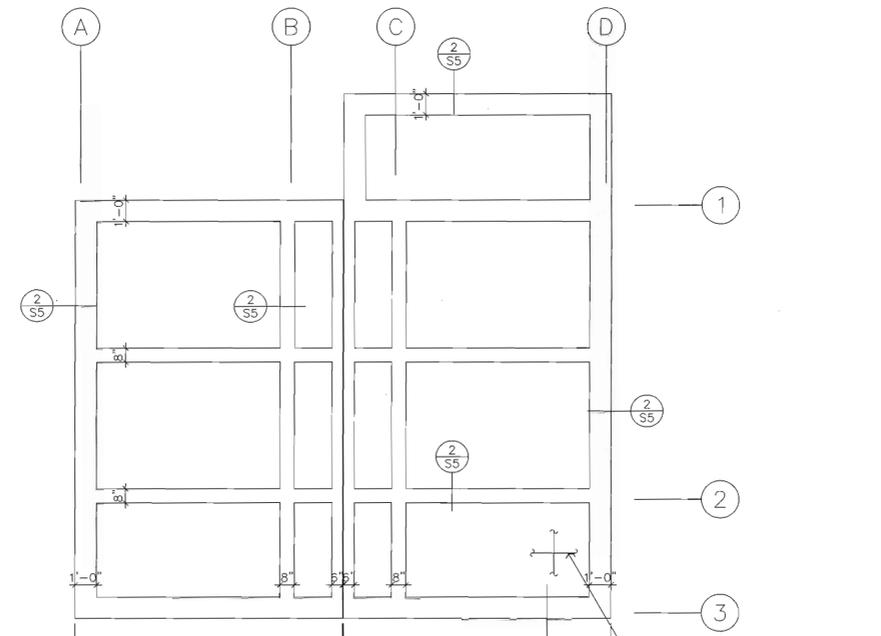
PANEL REFERENCE PLAN

SCALE : 1/4" = 1'-0"



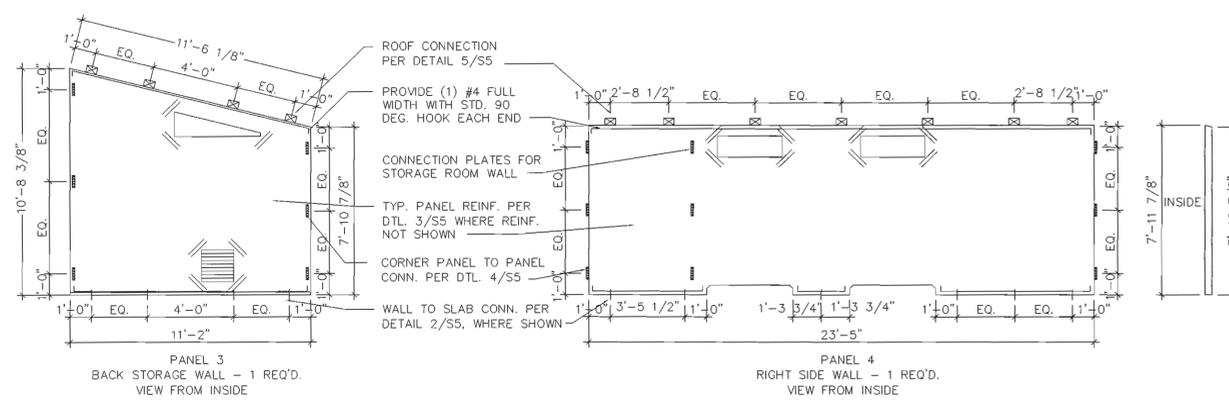
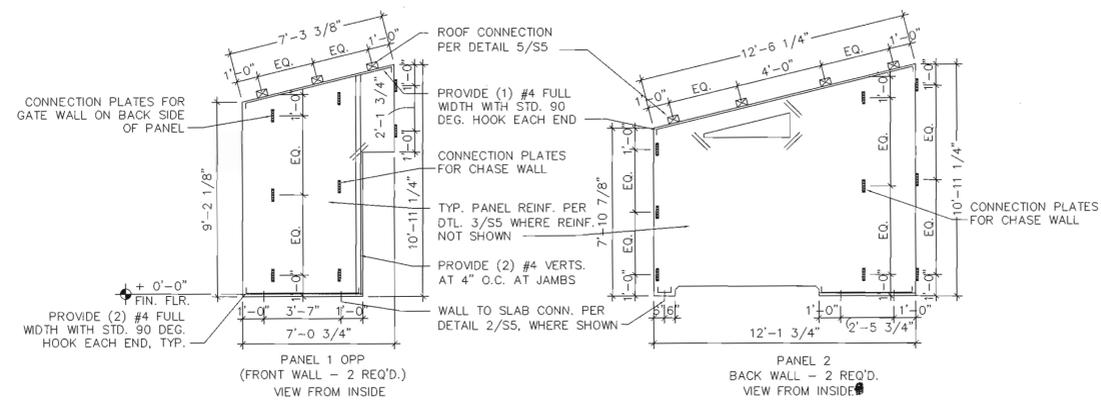
ROOF PLAN

SCALE : 1/4" = 1'-0"

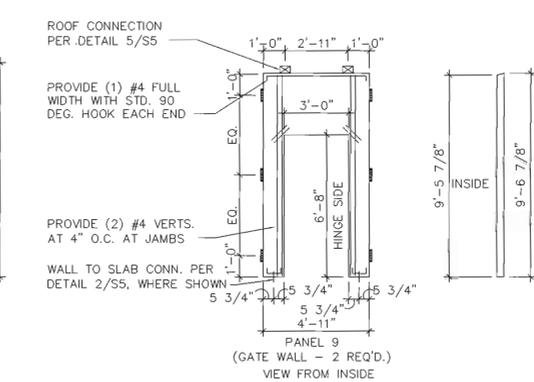
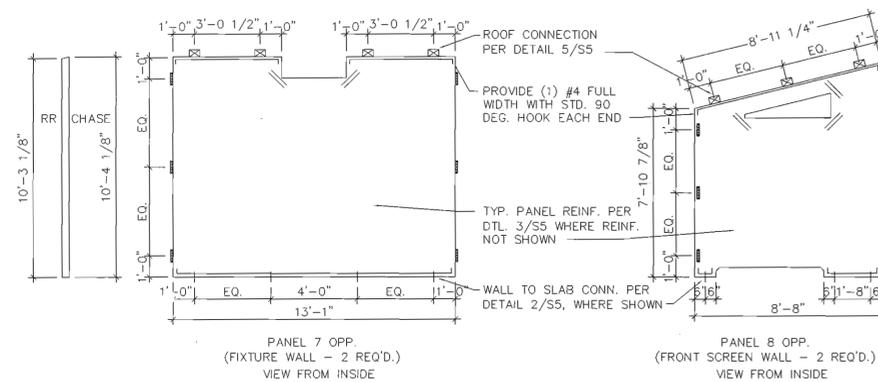
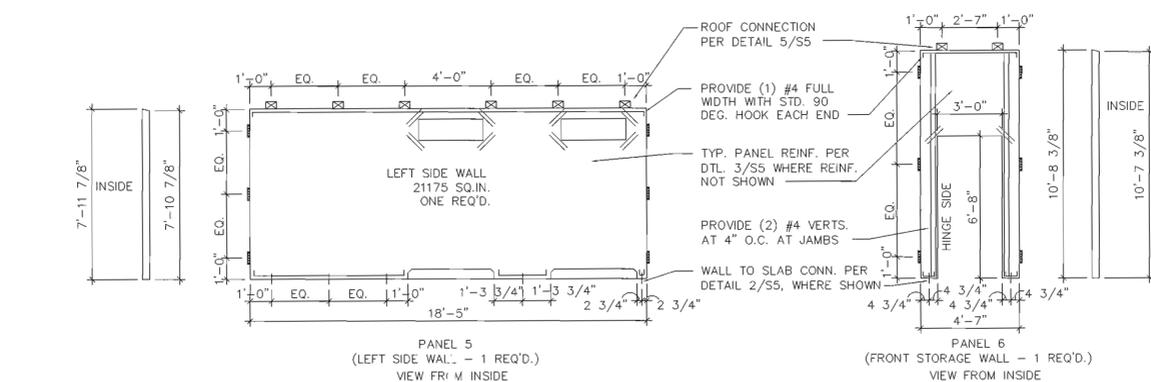


FOUNDATION PLAN

SCALE : 1/4" = 1'-0"



SIZE AND NUMBER OF DRILLED SHAFTS FOR THE FOUNDATION WILL BE DETERMINED AFTER THE GEO-TECH INVESTIGATION IS COMPLETED



TYPICAL PANEL ELEVATION NOTES :

1. PANELS ARE VIEWED FROM THE INTERIOR FACE.
2. SEE DETAIL 3/S5 FOR TYPICAL PANEL INFORMATION AND REINFORCEMENT. SPECIAL REINF. CALLED OUT ON PANEL ELEVATION SUPERCEDES REINF. CALLED OUT IN TYPICAL DETAIL.
3. ALL PANELS ARE 4" THICK WITH NO REVEALS UNLESS NOTED OTHERWISE.
4. ALL PANEL REINF. AND CONNECTIONS CALLED OUT ARE FOR FINAL IN-PLACE CONDITION. ADDITIONAL REINF. AND CONNECTIONS REQUIRED FOR ERECTION AND TRANSPORTATION ARE NOT PART OF THESE DRAWINGS AND ARE PERFORMED BY OTHERS.
5. SEE DETAIL 2/S5 FOR CONNECTION AT BASE OF WALL.

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WALLIS CONCRETE, LLC
 PO Box 789
 Wallis, Texas 77485
 PH (800) 852-7880
 FAX (979) 478-6753

NO.	DATE	APP.	DESCRIPTION

DESIGNED RCF
 DRAWN RCF
 CHECKED RCF
 DATE 10-28-2014
 SCALE N.T.S.
 PROJECT GARCIA PARK
 FILE NAME ROSENBERG

GARCIA PARK
 ROSENBERG, TX

MODEL NO. SP-4S-CW-2L-1U-GR-ADA/TAS-W/CENTER
 SERIAL NO. 20150035

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SHEET 6 OF 6



BID DOCUMENTS & TECHNICAL SPECIFICATIONS
FOR
PREFABRICATED AND PREASSEMBLED RESTROOM UNIT

BID NUMBER: 2015-##

Bid Opening Date: Wednesday, Month ##, 2015 at 10:00 a.m.

Darren McCarthy, Parks and Recreation Director
Post Office Box 32
Rosenberg, Texas 77471
(832) 595-3960

City Council

Mayor, Vincent M. Morales, Jr.

William Benton
Cynthia McConathy
Jimmie Pena
Susan Euton
Dwayne Grigar
Amanda Barta

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INVITATION TO BID
PREFABRICATED AND
PREASSEMBLED RESTROOM UNIT
BID NO. 2015-##

RETURN BID TO: **City of Rosenberg**
 City Secretary's Office
 2110 Fourth Street
 Rosenberg, Texas 77471

The enclosed invitation to bid and accompanying Information and Instructions to Bidders along with the Technical Specifications and Bid Proposal sheet(s) are for your convenience in bidding the enclosed referenced Prefabricated and Preassembled Restroom Units Contract for the City of Rosenberg.

All bids must be received at the City Secretary's Office of the City of Rosenberg, at 2110 Fourth Street, Rosenberg, Texas 77471 until 10:00 a.m. on Wednesday, Month ##, 2015. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

Specifications may be obtained from the Parks and Recreation Department, 3720 Airport Avenue, Rosenberg, Texas 77471, between the hours of 8:00 a.m., and 5:00 p.m., Monday through Friday. The Bid Opening is scheduled for Wednesday, March 5, 2008 at 10:00 a.m. at which time the sealed bids will be publicly opened and read. The City reserves the right to accept or reject any or all bids.

MARK ENVELOPE: "BID NO. 2015-##/Prefabricated and Preassembled Restroom Unit Contract". Bidder shall sign and date the bid. Bids which are not signed and dated will be rejected.

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier' Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

The City reserves the right to reject any and all bids or accept any bid deemed advantageous to it. Bids shall remain valid for ninety (90) days.

To obtain results, copies of the bid sheets, specifications, bidding documents or if you have other questions, please contact:

City of Rosenberg Parks and Recreation Department
Darren McCarthy, Parks and Recreation Director
darrenm@ci.rosenberg.tx.us
Telephone: 832-595-3960 Fax: 832-595-3961

INFORMATION AND INSTRUCTIONS TO BIDDERS

Prefabricated and Preassembled Restroom Unit

SCOPE

It is the intent of the City of Rosenberg to purchase prefabricated and preassembled restroom units. All units are to be furnished according to the Technical Specifications within.

DELIVERY

Delivery of all prefabricated and preassembled restroom units ordered must be completed within sixty (60) calendar days after receipt of purchase order issued by the City of Rosenberg. Delivery must be made to the specified locations listed on the Bid Tabulation Sheet.

OFFICIAL BIDDERS BOND

If the amount of the bid exceeds \$50,000.00, an Official Bidder's Bond signed by both the Surety and Bidder, Cashier' Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

GOVERNING LAW

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and those of the City of Rosenberg. City may request and rely on advice, decisions and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

BID RETURNS

Bids must be submitted in triplicate. Completed bid proposals must be received by the City Secretary's Office of the City of Rosenberg, at 2110 Fourth Street, P.O. Box 32, Rosenberg, TX 77471 until 10:00 a.m. on Wednesday, Month ##, 2015. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows:

MARK ENVELOPE: "BID NO. 2015-##/Prefabricated and Preassembled Restroom Unit Contract". Bidder shall sign and date the bid. Bids which are not signed and dated will be rejected.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

ADDENDUMS

When specifications are revised, the City will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

INFORMATION AND INSTRUCTIONS TO BIDDERS

Prefabricated and Preassembled Restroom Unit

HOLD HARMLESS AGREEMENT

Bidder shall indemnify and hold the City of Rosenberg harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover bidder's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the City upon request.

WAIVER OF SUBROGATION

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the City as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

TAXES

The City of Rosenberg is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the City of Rosenberg Finance Department.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include a fiscal funding opt-out clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to the City. All charges and physical activity related to delivery, installation, removal, and redelivery shall be the responsibility of the bidder.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.

INFORMATION AND INSTRUCTIONS TO BIDDERS

Prefabricated and Preassembled Restroom Unit

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. The City shall act as sole judge in determining equality and acceptability of products offered.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the City of Rosenberg Finance Department and recommendation to City Council. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The City of Rosenberg reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate.

TESTING

The City reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the

bid is subject to rejection.

INFORMATION AND INSTRUCTIONS TO BIDDERS

Prefabricated and Preassembled Restroom Unit

DISQUALIFICATION OF BIDDER

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to the City certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the City believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

AWARDS

The City reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, or to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the City Council and present evidence concerning his responsibility.

ASSIGNMENT

The successful vendor may not assign, sell or otherwise transfer this contract without written permission of the City of Rosenberg City Council.

TERM CONTRACTS

If the contract is intended to cover a specific time period, said time will be given in the specifications under the section entitled "SCOPE."

MAINTENANCE

Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If the City opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

CONTRACT OBLIGATION

The City of Rosenberg City Council must award the contract and the City Manager or other person authorized by the Rosenberg City Council must sign the contract before it becomes binding on the City or the bidders. Department heads are NOT authorized to sign agreements for the City. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to the City until the City actually receives and takes possession and title of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 7:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

INFORMATION AND INSTRUCTIONS TO BIDDERS

Prefabricated and Preassembled Restroom Unit

PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without a City of Rosenberg Purchase Order, signed by an authorized agent of the City of Rosenberg. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by the City without prejudice to other remedies provided by law. **Where delivery times are critical, the City reserves the right to award accordingly.**

CONTRACT EXTENSIONS

Extensions may be made **ONLY** by written agreement between the City and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

TERMINATION

The City reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice by the City of Rosenberg unless otherwise specified.

RECYCLED MATERIALS

The City encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. The City will be the sole judge in determining product preference application.

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PURCHASE ORDER TERMS AND CONDITIONS

Prefabricated and Preassembled Restroom Unit

SELLER TO PACKAGE GOODS

Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

SHIPMENT UNDER RESERVATION PROHIBITED

Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.

TITLE & RISK OF LOSS

The title and risk of loss of the goods shall not pass to the City until a City employee actually receives and takes possession and title of the goods at the point or points of delivery.

DELIVERY TERMS

F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.

NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

INVOICES AND PAYMENTS

Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

The City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the City.

The City's obligation shall not include Federal Excise, State, or City Sales Tax. The City is a tax exempt governmental entity.

PURCHASE ORDER TERMS AND CONDITIONS

Prefabricated and Preassembled Restroom Unit

GRATUITIES

The City may, by written notice to the Seller, cancel any order without liability, if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of the City with a view toward securing an order. In the event an order is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

SPECIAL TOOLS & TEST EQUIPMENT

If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

WARRANTY/PRICE

The price to be paid by the City shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others, or the City may cancel this contract without liability.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any City order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the City the right, in addition to any other right or rights, to cancel this contract without liability.

WARRANTY PRODUCT

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the City. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

SAFETY WARRANTY

Seller warrants that the product sold to the City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 and related regulations for the subject product. In the event the product does not conform to OSHA or related standards, the City may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the City will be at Seller's expense.

PURCHASE ORDER TERMS AND CONDITIONS

Prefabricated and Preassembled Restroom Unit

NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of a contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the City be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify the City to this effect in writing within two days after the receiving Purchase Order. If the City does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the City harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the City will pay Seller the reasonable cost of his search as to infringements upon the City's prior written approval.

RIGHT OF INSPECTION

The City shall have the right to inspect the goods at delivery before accepting them.

CANCELLATION

The City shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such right of cancellation is in addition to, and not in lieu of any other remedies which the City may have in law or equity.

TERMINATION

The performance of work under a Purchase Order may be terminated in whole or in part by the City in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

FORCE MAJEURE

"Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

ASSIGNMENT-DELEGATION

No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

WAIVER

No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.

PURCHASE ORDER TERMS AND CONDITIONS

Prefabricated and Preassembled Restroom Unit

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.

ADVERTISING

Seller shall not advertise or publish, without the City's prior consent, the fact that the City has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

RIGHT TO ASSURANCE

Whenever the City in good faith has reason to question the other party's intent to perform, the City may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the City may treat this failure as an anticipatory repudiation of the contract.

VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. In accordance with Chapter 176 of the Texas Local Government Code, the bidder agrees to complete a conflict of interest questionnaire adopted by the Texas Ethics Commission (Form CIQ) and to disclose therein any City officer or employee with which bidder has an affiliation or business relationship. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the City shall render the contract involved voidable by the Rosenberg City Council.

TECHNICAL SPECIFICATIONS

Prefabricated and Preassembled Restroom Unit

Manufactured Buildings

Section One

General

Applicable Building Codes:

2009 International Building Code including Appendices C, F, and K

2009 International Building Code including Appendices C, E, F, and G

2009 International Mechanical Code

2009 International Energy Conservation Code

2011 National Electricity Code

2012 Texas Accessibility Standard

Compliance with Americans with Disabilities Act (ADA)

Any Local Codes which take precedence

Design Loads:

Wind: Up to 130 mph; Exposure C

Seismic: Zone 4

Work Included:

Prefabricated and Preassembled Concrete Restroom Building complete with all items hereinafter specified and shown on the drawings. A complete set of construction drawings will be supplied to the Owner for review and approval.

Samples:

Submit samples of finishes representing proposed quality and color range, minimum 3 sets required.

One approved set of samples shall be retained by the Owner, one set returned to the manufacturer, and one set to be retained at the project site to provide comparison of delivered materials.

Substitutions:

Substitution of doors, hardware, skylights (if provided), toilet accessories, and electrical fixtures may be allowed if they are of equal quality and with prior Owner approval. All substitutions and reasons for such shall be submitted in writing for approval by Owner, prior to installation.

Delivery, Storage, and Handling:

Delivery, handling, and installation of the prefabricated building are included and shall be accomplished in such a manner as required to prevent damage to the components and their finishes.

Warranty:

The manufacturer shall furnish a written warranty to the Owner, that during a period of one year from the Date of substantial completion of the building they will at their own expense make or cause to be made any repairs that may be necessary as a result of defects in workmanship or materials.

Manufactured Buildings
Section One
Products

Materials:

Pre-cast Components

All concrete used in the precast walls, roof, and floor shall be minimum compressive strength of 5000 psi in 28 days and shall conform with the requirements of the ACI standard 318-83 year 2002. All fine and course aggregate shall conform to ASTM Spec. C-33. Cement shall be gray Portland cement type 1 and shall conform to ASTM Spec. C-150. The water used in the mix shall be clean and non-detrimental to the mix. The water-cement ratio shall not exceed 5 gallons per bag of cement. A concrete mix review must be provided by an independent testing laboratory certified by a structural engineer.

Floor Assembly:

A minimum 8" thick concrete floor shall be provided with a minimum compressive strength of 5000psi. All wall assemblies are to be set into the floor assembly and tied into the floor with rebar, so the floor and wall structure are integrated and form one complete structural assembly. The floor drains shall be formed into the floor assembly and become a part of the integrated floor assembly.

TECHNICAL SPECIFICATIONS

Prefabricated and Preassembled Restroom Unit

Reinforcement:

All reinforcing steel bars shall conform to ASTM 615 Grade 60 for deformed and plain billet-steel bars for concrete reinforcement (Fy=60 Ksi). Wire mesh and flat sheets used for reinforcing shall conform to ASTM 185 specifications for steel welded wire fabric, plain for concrete reinforcement.

Anchors, clips and fasteners:

Conform to ASTM A325.

Color Pigment:

Concrete color pigment if specified shall be impervious to sunlight and weather, line proof and uniform as recommended by the Portland cement association in accordance with ASTM spec. C-494.

Concrete Mix:

Chemicals used in the concrete mix shall conform to an ASTM spec. No.C-260 for air entrainment and C-494 for super plasticizer.

Doors/Gates:

Exterior Restroom Gates shall be 3/0-6/8, SS Steel pre-hung GATE with HM frame attached to the building in a permanent way. Door Frame shall be 14 ga. Galvanzied. Each restroom gate shall have the following hardware:

SCHLAGE MODEL 660P DEAD BOLT LOCKSET

Hinges #BB1199 4-1/2" x 4-1/2" Heavy Duty/Stainless Steel-NRP

Attachment to Lock Open Door

Note: All door hardware and the position of the hardware on the door shall meet the requirements of the Americans with Disabilities Act (ADA).

Chase Door:

Plumbing Chase Door shall be 3/0-6/8, 1 3/4 inch thick pre-hung metal with a matching metal frame attached to the building in a permanent way. Door and frame shall be 14 ga Galvanized. Curries model no. 707 is approved. The chase door shall have the following hardware:

SCHLAGE MODEL 660P DEAD BOLD LOCKSET

Hinges #1250-4 1/2 " x 4 1/2 " Heavy Duty/Stainless Steel-NRP

Unitrol 7500 Door Closure

Brush Type Door Sweeps

Note: All door hardware and the position of the hardware on the door shall meet the requirements of the Americans with Disabilities Act (ADA).

Storage Room Door:

Storage Room Door shall be 3/0-6/8 shall be 1 3/4 inch thick pre-hung metal door with a matching frame attached to the building in a permanent way. Door and frame shall be 14 ga Galvanized. Curries model no. 707 is approved. The door hardware shall be as follows:

SCHLAGE MODEL 660P DEAD BOLD LOCKSET

Hinges #1250-4 1/2 " x 4 1/2 " Heavy Duty/Stainless Steel-NRP

Unitrol 7500 Door Closure

Brush Type Door Sweeps

Note: All door hardware and the position of the hardware on the door shall meet the requirements of the Americans with Disabilities Act (ADA).

Signage:

Molded plastic signs with etched surfaces shall have the international handicapped symbol and shall have raised Braille characters. Signage shall comply with ADA requirements. Provide one women sign with handicap symbol and one men sign with handicap symbol per unit. Four sets are required.

TECHNICAL SPECIFICATIONS

Prefabricated and Preassembled Restroom Unit

Manufactured Building

Section Two

General

Toilet Accessories:

Provide the following or owner approved equivalents: Bradley 832 Series grab bars with safety grip finish, concealed mounting. The toilet paper holder shall be Royce Rolls model #TP-2. The Stainless Steel Mirror shall be a Bradley 7481 18"X34". The air hand dryer shall be Bradley 2897-28 or equal. Bradley baby changing station model 961. Floor drains shall be, Zurn Model Z356 or equal. Chase Service Sink shall be a Blue Air Stainless Steel Model 1C18-ND-M or equal. All accessories are to be mounted per ADA requirements.

Plumbing:

Lavatories shall have a 3/8"-1" Pex supply to the fixtures concealed in the plumbing chase. All fixtures shall have an individual shut-off valve in the plumbing chase, waste and vent lines shall be connected to the fixtures, with traps and vents where necessary for connection by general contractor to waste disposal lines. Waste piping shall be schedule 40 PVC, no cell core, sized to be in compliance. Backflow preventer is to be provided at the main supply line.

Lavatory

Stainless steel lavatory shall be Bradley Model 6175 or equal (old specs); or New Specs: *Lavatories shall be Murdock Model 1011B, Stainless Steel with Air control valve.* Fixture shall be fabricated of heavy gauge Type 304 stainless steel with exposed surfaces have a bead blast finish. All exposed welds shall be ground smooth with no visible voids, seams or crevices. Fixture shall meet all applicable ADA requirements. The Contractor is to coordinate required wall openings for chase mounting. To provide self closing pneumatic metering valve options.

Toilets, Stalls and Partitions:

Old specs: HDPE panels 1" minimum in thickness in color as selected by owner from manufacturer's available colors. New specs: *Stall Partitions shall be as follows. High density plastic as manufactured by Comtex. Color of staff partitions to be determined by owner.*

Partition supports to provide a minimum of three 5-knuckle hinges per partition or continuous hinge in stainless steel. Lavatories shall be wall mount, heavy duty stainless steel with a minimum of one ADA unit per side. Wash fountain shall have a Chicago metering faucet or equivalent.

Old specs: Toilets shall be Kohler Model No. K-4329 Vitreous China, low consumption reverse trap, siphon action with concealed flush valve or equal. The toilet is to be mounted 19" to the top of the seat off of the finish floor per ADA accessibility requirements. New specs: *Toilets shall be Murdock Model 1001R Stainless Steel. Toilet has an elongated bowl and requires a minimum of 35 PSI flow pressure. Toilet will operate with a 1.6 gallon flush valve. The toilet is to be mounted 17"-19" off of the finish floor per ADA/TAS accessibility requirements. Zurn Model Z6140 Flush Valve with Zerk-CP-Con Sensor for concealed flush valves.*

The washout urinal shall be rear wall mounted wash-down type and requires a minimum of 35 PSI flow pressure. Bottom is sloped to a stainless steel beehive dome strainer. P-trap has a minimum 2" seal. Urinal will operate with a 1.0 gallon flush valve controlled by Zurn Zerk-CP-Con Sensor. Urinal shall be a Murdock Model 1030 Stainless Steel. Urinal is installed to meet ADA/TAS standards.

Electrical:

Provide the following or owner approved equal:

All Electrical Items shall be pre-wired as shown in conduit on drawings. Hardware shall be as follows:

- *Interior Lighting- Previous buildings: Fail Safe Model FPS 140 120 CWB-GLR fluorescent lighting fixture 40 watt 120 V for high abuse areas interior light. New building: Harris 140 Series. We need to determine which one.*
- Siemens 100 amp panel with 12 Spaces and disconnect.
- *Exterior lighting – Previous buildings: Fail Safe HP EC HE 35W 120V LL exterior light (5 per building. New building: RAB WP1FEF32 "Dark Sky Compliant" with metal cage. We need to determine which one.*
- 1 1/2 inch gray PVC schedule 40 below slab (power into disconnect).
- 1/2 inch flexible conduit with 12 Gauge braded wire.
- Intermatic electronic 7-day time switches
- Intermatic Photo Control Model 4221C for exterior lights
- Leviton GFCI Receptacle
- Leviton Single Pole Switch for Chase and Storage Room
- Sensor Switch Model CMR PDT 9 for interior lighting-public access
- Eemax Hot Water Heater Model EMT 4
- SDC Electromagnetic Locks 1571 Series

TECHNICAL SPECIFICATIONS

Prefabricated and Preassembled Restroom Unit

Manufactured Buildings

Section Two

Design and Fabrication

Vents:

Wall vents shall be shop made of 3/16" A-36 Carbon Steel then hot dipped galvanized. These vents shall be sight restrictive and shall be attached with tamper proof hardware. These vents shall be painted to the color selected by customer. Each vent has a free air flow area of 315 sq. inches.

The restroom building design and fabrication shall be adequate to resist minimum wind loads of 110 miles per hour, 3 second wind speed in accordance with governing building codes and the stresses and shocks common to buildings. Design calculations and shop drawings shall clearly state design wind loads (PSF) and all criteria, safety factors, etc. used to arrive at a design wind load.

The forms for the pre-cast components shall be constructed such that the finished components will have sharp definition, dimensional accuracy, and uniformity of shape and texture. Pre-cast components shall be prefabricated to the sizes and shapes indicated on the project plans. No unfinished edges shall be exposed to view. The finished components shall be straight and square. Waxed, cracked, broken, spalled, stained, or otherwise defective units shall not be used. Components with imperfections in exposed surfaces shall not be used.

Reinforcing assemblies shall be prefabricated into single complete units with a minimum of 3/4 inch reinforcing coverage from the edges and surfaces of the pre-cast unit.

Placed and secure in the forms shall be all necessary anchors, clips, inserts, lifting devices, stud bolts, ties and any other device that is required for handling and installing the pre-cast components and for the attachment of subsequent items.

Pre-cast concrete components shall be cured in forms for a minimum of 24 hours, or until the concrete reaches 75 percent of design strength. All exposed surfaces must be covered to control the loss of moisture and temperature. After the pre-cast component is removed from the form it must be covered or be moisture cured until the results of a 7 day compression test is available and required strength achieved.

All pre-cast wall panels shall be welded together and be attached to the floor in such a way as to form a continuous unit. Wall and floor reinforcing should be permanently attached to each other. The welding procedure has to be submitted and approved by a professional engineer. All welding shall be done by welders having current valid certifications and having current experience in this type of welding. All construction shall be per American Welding Society Codes and Recommendations. All exposed steel plate assemblies both inside and out shall be painted over the shop coat to inhibit rust or corrosion.

The finished floor shall be level along all walls. No area of the floor shall allow wastewater to accumulate. Floors shall slope to floor drains.

Note: If discrepancies exist between the drawings and specifications, the most restrictive or stringent of the two will apply. Bidder is to notify the City upon discovery of such an item.

TECHNICAL SPECIFICATIONS

Prefabricated and Preassembled Restroom Unit

Manufactured Buildings

Section Two

Finishes

Exterior Walls:

The exterior concrete walls of the building shall have a Stucco finish and split face block appearance. Walls shall be sealed with Benjamin Moore Block Filler then receive two applications of a Modified Latex Exterior Paint as manufactured by Benjamin Moore. Owner will choose the color for the exterior concrete wall from the manufacturer supplied color charts.

Roof:

Standard Concrete Gable will be sealed using Benjamin Moore Aliphatic Acrylic Urethane Gloss Part No. M-74 or equivalent as approved by owner. Owner will choose the color for the roof. Should metal roof panels be required, Moeller, model R or U, or approved equivalent, will be installed per manufacturer's recommendation over the concrete panel cover. Color of the metal roof is to be selected by owner.

Metal Doors, Door Frame, Window and Vent Frames:

These metal parts shall be primed then will have two coats of Benjamin Moore Urethane Gloss Enamel Part No. M-22 or equivalent as approved by owner. Color of the doors, door frames, and vents to be selected and approved by Owner.

Caulking Compound:

Before all joints of the building are caulked, a rolled polyurethane foam rope shall be placed in the seams for insulation purposes. All joints will then be caulked with a non-sag, non-staining polyurethane caulking compound meeting ASTM C-920-79. Sika-flex or approved equivalent.

Interior Walls, Ceiling, and Floor:

The floor slab should be steel troweled then have a (Old specs: broom finish; *New specs: textured finish*) followed by (Old specs: an application of concrete floor sealer, Benjamin Moore Polyamide Part No. M-36; *New specs: followed by two applications of Water Based Alkyd Epoxy Coating followed by a single coat of Clear Epoxy Overcoat*). Interior walls, ceiling and floor of the building shall be sealed with Benjamin Moore Poly Amide Part No. M-36 tinted to the customer specifications. Equivalent to be approved by owner. After they have been sealed will receive two coats of Benjamin Moore Super Spec 100% Acrylic Semi-Gloss Enamel W281 tinted to customer choice.

Manufactured Buildings

Section Two

Installation

Safety data sheets must be supplied on all items used in the production and furnishing of this building and foundation. All technical specifications are to be delivered to the general contractor or contracting officer upon delivery of the building and foundation to the job site.

General Contractor to provide owner with all MSDS sheets, technical specifications, maintenance and warranty information upon substantial completion and before final Official Bidder's Bond is released.

TECHNICAL SPECIFICATIONS

Prefabricated and Preassembled Restroom Unit

Manufactured Building Section Three Special Construction

Code Data as follow or latest:

2009 International Building Code including Appendices C, F and K
2009 International Plumbing Code including Appendices C, E, F and G
2009 International Mechanical Code
2009 International Energy Conservation Code
2011 National Electrical Code
2012 Texas Accessibility Standard

Design Loads: Wind – 120 MPH, 3-second gust

BID PROPOSAL

Prefabricated and Preassembled Restroom Unit

Proposals must be submitted in triplicate. Completed bid proposals must be received by the City Secretary's Office of the City of Rosenberg, at 2110 Fourth Street, P.O. Box 32, Rosenberg, TX 77471 until 10:00 a.m. on Wednesday, Month ##, 2015.

The contractor may submit in person or by mail for consideration. The reference sheet must accompany the quote worksheet. No Bids 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.

Prefabricated and Preassembled Restroom Units Locations and Types	Unit Price
Macario Garcia Park: 716 Blume Road, Rosenberg, Texas Type: Four (4) stall pre-cast modular restroom building (two on each side)	
COMPLETION DATE:	TOTALS:

BID PROPOSAL

Prefabricated and Preassembled Restroom Unit

Alternate Bid

(Provide alternate bids for the items below or equivalent approved alternates)

NOTE:

Drawings are for bidding purposes only; the successful Bidder is to submit a complete construction set for the six-stall and four stall models with engineers seal and signature for City of Rosenberg approval. Alternate bids should include credit for base bid substitutions.

ALTERNATE BID: Prefabricated and Preassembled	Unit Price
Bradley Chase-Mounted Stainless Steel Blowout Urinal Model no. UR18000	
Bradley Chase-Mounted Wall Hung Blowout Jet Stainless Steel Toilet Model No. WC7180	
Manual Shut-off valves at each fixture accessed from the utility chase	
Magnetic timed locks with on-site automatic timer for men's and women's gates. Provide Securitron M62-SC 1200lb Maglock or equal with exit button, 12V gel cell battery, programming, labor and wiring	
DSX 1020 Controller, Radio Frequency Transceiver and 16.5 VAC 40 VA Transformer to work with timed door locks described in alternate item 4 above for off-site monitoring	
4" conduit from chase to point outside the building for future security line	

ACCEPTANCE OF WRITTEN QUOTES:

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

DATE: _____

BIDDER: _____

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

BY: _____

NAME: _____

TITLE: _____

Company's Name: _____

BY: _____
Signature

Printed or Typed Name

Street Address

City, State & Zip Code

Area Code and Phone

BIDDER CERTIFICATION

Prefabricated and Preassembled Restroom Unit

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 antitrust 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: _____

AGENTS NAME: _____

AGENTS TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZED SIGNATURE: _____

DATE OF BID: _____

PHONE NUMBER: _____

CONTRACT SHEET

Prefabricated and Preassembled Restroom Unit

This Contract is made and entered into on the _____ day of _____, 20____, by and between the City of Rosenberg in the State of Texas (hereinafter designated City), acting herein by its City Manager, by virtue of an order of the City of Rosenberg City Council, and _____ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the City agree that the bid and specifications for the purchase of Prefabricated and Preassembled Restroom Units which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the City agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Rosenberg, Texas this _____ day of _____ 20_____.

City of Rosenberg, Texas

By: _____
City Manager

By: _____
Signature of Company/Firm

By: _____
Printed Agent and Title

OFFICIAL BIDDER'S BOND

Prefabricated and Preassembled Restroom Unit

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

THAT we, _____ 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 _____ (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:

Prefabricated and Preassembled Restroom Unit

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.

EXECUTED this _____ day of _____, 2015.

Principal

Signature

Printed Name

Title

Surety

Signature

Printed Name

Title

ATTEST/WITNESS: (SEAL)

Signature

Printed Name

Title

ATTEST/WITNESS: (SEAL)

Signature

Printed Name

Title

REVIEWED:

CITY ATTORNEY

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

Robert Gracia, City Manager

EXHIBIT A

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.

- a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
- b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
 - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
 - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manger. The City will be named as an additional insured.
 - c) Workers' Compensation coverage will be required as set forth by State Law.
 - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
 - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

Procurement of Professional Services

Procurement of Professional Services shall remain the same with the following exception*:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

* The only change is to increase the bidding limit from \$25,000 to \$50,000.

DRAFT

**CITY OF ROSENBERG, TEXAS
2014-15 BUDGET**

RDC PROJECTS FUND

FUND: 225

Classification	2012-13 Actual	2013-14 Adopted Budget	2013-14 Adjusted Budget	2013-14 Estimate	2014-15 Budget	Var %
~ REVENUE & EXPENDITURE SUMMARY ~						
REVENUES:						
451-0000 Interest Earnings	\$ 1,813	\$ 700	\$ 700	\$ 700	\$ 700	
471-3000 Contributions	60,102	-	-	-	-	
481-3000 Transfer from RDC	1,278,468	\$ 2,164,000	\$ 4,658,539	\$ 4,658,539	1,355,375	
TOTAL REVENUES	\$ 1,340,382	\$ 2,164,700	\$ 4,659,239	\$ 4,659,239	\$ 1,356,075	-70.9%
EXPENDITURES:						
Infrastructure	\$ 868,042	\$ 2,164,000	\$ 6,035,987	\$ 5,187,824	\$ 1,355,375	
Subtotal	868,042	2,164,000	6,035,987	5,187,824	1,355,375	-77.5%
TOTAL EXPENDITURES	\$ 868,042	\$ 2,164,000	\$ 6,035,987	\$ 5,187,824	\$ 1,355,375	-77.5%

~ AUTHORIZED POSITIONS ~

Position Title

None

~ EXPENDITURE DETAIL ~

Infrastructure (225-7000-540):							
70 32	Aldi Project (CP1402)	\$ -	\$ -	\$ 500,000	\$ 500,000	\$ -	
70 31	Bamore Road Phase IV (CP1317)	-	-	750,000	750,000	-	
	Business Park Development (CP1302)	9,057	1,700,000	3,400,000	3,400,000	-	
70 30	City-Wide GIS System	-	-	-	-	50,000	
70 20	Downtown Building Renovation (CP1210)	-	-	393,058	7,093	-	
	Downtown Parking Lot (CP1316)	4,999	-	245,001	95,000	-	
70 30	Fort Bend Transit	-	-	-	-	80,000	
70 34	I-69 Bridge Enhancements	-	-	-	-	25,000	
	Imperial Arts	250,000	-	-	-	-	
70 35	Livable Centers (CP1501)	-	-	-	-	250,000	
70 36	Macario Garcia Park Restrooms (CP1507)	-	-	-	-	150,000	
70 33	Mons Ave Sidewalks	-	217,000	217,000	-	-	
	Parks Improvements (CP0704)	36,613	-	22,927	22,279	-	
	Parks Improvements (CP1301)	163,770	-	86,230	62,787	-	
43 95	Project Management Fees	-	85,000	85,000	85,000	5,000	
	Seatex Expansion Project (CP1207)	279,413	-	147,932	147,932	-	
70 30	Texas Master Naturalist Contribution	-	50,000	50,000	50,000	50,000	
	TIRZ Legal Expenses	8,718	-	-	-	-	
70 37	Traffic Signal at Reading Rd and Town Ctr Blvd (CP1503)	-	-	-	-	115,375	
70 38	Transportation Gateway Improvements (CP0705)	114,337	112,000	112,000	67,043	80,000	
	US 90 Redevelopment (CP1002)	1,135	-	26,839	690	-	
70 30	Walsh Road Industrial Park	-	-	-	-	300,000	
70 30	Workforce Development Project	-	-	-	-	250,000	
Subtotal		868,042	2,164,000	6,035,987	5,187,824	1,355,375	-77.5%
Total Expenditures		\$ 868,042	\$ 2,164,000	\$ 6,035,987	\$ 5,187,824	\$ 1,355,375	-77.5%

renovating the benches at Community Park. The first option is to replace the boards on four (4) benches and paint the frames. The second option is to also replace boards and paint frames, but only on two (2) benches and relocate them to the east and west side of the court within the safety standards near the three-point line. Jonathan expects to raise all expenses through donations from his troop, church, friends, and family members. He also added that he will consult his scout master on all aspects throughout the course of the entire project.

ACTION: Rudy Guerrero made a motion, seconded by Melissa Dixon, to accept Jonathan Liang's proposal to refurbish park benches at Community Park. The motion carried unanimously by a vote of those present.

3. CONSIDERATION OF AND ACTION ON PROPOSED PLANS AND BID DOCUMENTS FOR A PREFABRICATED RESTROOM TO BE PLACED IN MACARIO GARCIA PARK.

Key Discussion: Darren McCarthy, Parks and Recreation Director, presented the board with the plans for a new restroom facility at Macario Garcia Park. He mentioned the design was similar to the Community Park facility with an addition of a storage building on the end to keep all equipment needed for the softball program. Ray Kueck asked if the plans were a prefabricated framework and Darren stated they were. The contractors will bring in the materials, set it with a crane, and weld it together. Rudy Guerrero mentioned security concerns on the storage unit and Darren stated cameras are in place, but the police department will become more involved and are considering the best possible options to cease vandalism. Rudy questioned the current restroom status. Darren stated the current restroom facility is in need of an upgrade due to the outdated structure of the cinder block building and concrete floors that leaves a foul odor even after servicing. Darren also included that the asbestos report came back negative so materials can be disposed of, and that the plan is to tear down the restroom building completely and install a new one.

ACTION: William Allen made a motion, seconded by Bertha Nell Kelm, to accept the proposed plans for a new restroom facility at Marcario Garcia Park. The motion carried unanimously by a vote of those present.

4. REVIEW AND DISCUSS THE FY15 ROSENBERG DEVELOPMENT CORPORATION BUDGET FOR THE COASTAL PRAIRIE CHAPTER, TEXAS MASTER NATURALISTS.

Key Discussion: Darren McCarthy, Parks and Recreation Director, wanted to inform the board of the current projects taking place from the Coastal Prairie Chapter, Texas Master Naturalists. Karl Baumgartner presented the budget to the Rosenberg Development Corporation and received approval. One project that has been completed was the covered areas for two (2) picnic tables. Coordinating with various entities, the Eagle Scouts were asked to build picnic tables underneath the covered areas and the Parks Department was asked to include trail materials. Darren mentioned he had spoken to the Master Naturalists to consider building the prairie restoration and bird sanctuary as vandal resistant as possible.

ACTION: Teresa Bailey, Parks and Recreation Board Chairman, asked to continue on if there were no other questions or comments.

5. REVIEW AND DISCUSS PARK LAND DEDICATION FUND NO. 221 – ANALYSIS OF REVENUES, EXPENDITURES, AND PAVILION AND ATHLETIC FIELD FEE REPORTS FOR THE MONTH OF DECEMBER 2014.

Key Discussion: Darren McCarthy, Parks and Recreation Director, announced that Rosenberg continues to grow and funds continue to come in for projects. One project that was approved, was installing a fence so no more hog damage can occur on the football field. Rudy Guerrero asked about the costs on the field repair. Darren mentioned only one (1) bid has come in at about \$10,000 so far.

Darren presented Board Members with the following Rental Summary Report:

- Pavilion rentals for the month of December totaled \$225.00
- Field rentals for the month of December totaled \$79.00
- Gazebo rentals for the month of December totaled \$100.00

2. **HOLD EXECUTIVE SESSION FOR DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS AS AUTHORIZED BY SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**
3. **ADJOURN EXECUTIVE SESSION, RECONVENE REGULAR SESSION, AND TAKE ACTION AS A RESULT OF THE EXECUTIVE SESSION.**

Executive Session was adjourned at approximately 6:20 p.m. The Board reconvened into Regular Session. No action taken.

4. **REVIEW AND DISCUSS THE DRAFT ROSENBERG FORT BEND TRANSIT ROUTE AND BUDGET WORKSHEET.**

Action: Director Pena moved and Director Garcia seconded the motion to table this item until the next regular RDC meeting. The motion passed unanimously by those present.

5. CONSIDERATION OF AND ACTION ON THE RDC FY 2015 BUDGET.

Key discussion points:

- Randall Malik, Economic Development Director, reviewed the proposed Rosenberg Development Corporation Fiscal Year 2014-2015 Annual Budget. The budget was included in the agenda packet.
- \$12,500 ongoing marketing to Greater Fort Bend Economic Development Corporation (GFBEDC) The Board of Directors (Board) requested staff schedule a presentation from GFBEDC explaining how these funds will be used for marketing in this budget year.
- The Board directed staff to split Dues and Subscriptions out from Service Contracts and make them two separate expense accounts. (Dues and Subscriptions; Service Contracts)
- The increase in attorney fees is a result of the Board's decision to use an attorney for agreements and contracts.
- City-wide Geographic Information System (GIS) - Many prospects are asking for this type of information. Total cost for the system is \$71,000 and additional \$10,000 in re-occurring annual costs. Randall Malik is recommending RDC contribute a one-time expenditure of \$50,000 toward this project.
- Fort Bend Transit - \$80,000 expense.
- Downtown Building Renovation - \$400,000 - Council will not be moving forward on this project so these funds will be moved out of restricted and into unrestricted revenue.
- I-69 Bridge Enhancements - \$75,000 is a very early estimate. By the next regular RDC meeting, Randall Malik plans a presentation on this project.
- Livable Centers - \$250,000 – committee is in the process of determining a consultant for a six to nine month study.
- Macario Garcia Park Restroom - \$150,000 - At the RDC finance meeting, it was recommended RDC fund this expenditure. Darren McCarthy explained this is the last project in the Parks Master Plan that has not been completed. This park use has gone up and is the worst restroom in the park system. The total cost, \$150,000, was on the City budget request list, but will not be funded through the City at this time.
- Project Management fees reduced from \$85,000 to \$5,000.
- Texas Master Naturalist Contribution - \$50,000.
- Traffic Signal at Reading Road and Town Center Boulevard - \$115,375 - The Board of Directors requested staff to review the agreement regarding the signal light and the agreement with the Reading Road Office Park.
- Transportation Gateway Improvements - \$80,000.
- Walsh Road Industrial Park - \$300,000 for infrastructure reimbursements based on the agreement that requires them to finish by end of the calendar year.
- Workforce Development Project - \$750,000.
- End of 2014-2015 – Unreserved funds would be \$1,600,000.

- Retail development project \$1,000,000 - The Finance Department can take it out of restricted because it will not be expended in 2015.

Action: Director Cook moved and Director Pena seconded the motion to approve the RDC FY 2015 Budget with the following changes: \$1,000,000 from the Retail Development to be added back into the unreserved funds and \$393,058 out of restricted funds into unreserved funds. The motion passed unanimously by those present.

6. CONSIDERATION OF AND ACTION ON A REPORT FROM THE ECONOMIC DEVELOPMENT DIRECTOR REGARDING THE PREVIOUS MONTH'S ECONOMIC DEVELOPMENT ACTIVITIES AND CONTACTS.

The Economic Development Activities and Contacts Report was distributed, no formal discussion was held or action taken.

7. REVIEW AND DISCUSS REQUESTS FOR FUTURE AGENDA ITEMS, AND TAKE ACTION AS NECESSARY.

There were no requests for future agenda items.

8. ANNOUNCEMENTS.

There were no announcements.

9. ADJOURNMENT.

Action: Director Garcia moved and Director Cook seconded the motion to adjourn the meeting at 7:30 p.m. The motion passed unanimously by those present.



Cynthia Sullivan, Secretary II
City of Rosenberg



Bill Knesek, President
Rosenberg Development Corporation

ITEM 9

Adjournment.