

## **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, May 26, 2015

**TIME:** 6:15 p.m.

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

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

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

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

Call to order: City Hall Council Chamber

### **AGENDA**

1. Review and discuss a progress report on the Airport Avenue Reconstruction Project – Phase II Engineering Design, and take action as necessary to direct staff. (John Maresh, Assistant City Manager of Public Services)
2. Review and discuss a letter of intent regarding railroad crossings and directional horns and/or quiet zones, and take action as necessary to direct staff. (John Maresh, Assistant City Manager of Public Services)
3. Review and discuss Capital Improvement Plan priorities for FY2016, and take action as necessary to direct staff. (Joyce Vasut, Executive Director of Administrative Services)
4. Review and discuss the Blue Ribbon Facilities Task Force report on City facilities, and take action as necessary to direct staff. (Jeff Trinker, Executive Director of Support Services; Dr. Dan Ives, Blue Ribbon Facilities Task Force Chairman)
5. Adjournment.

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, at \_\_\_\_\_m.,

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

\_\_\_\_\_  
Attest:  
Anne Stark, Assistant City Secretary

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

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

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



# CITY COUNCIL COMMUNICATION

May 26, 2015

ITEM #	ITEM TITLE
1	Airport Avenue Phase II - Project Discussion
<b>ITEM/MOTION</b>	
Review and discuss a progress report on the Airport Avenue Reconstruction Project – Phase II Engineering Design, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. FY2015 Capital Improvement Projects Overview – Airport Avenue Phase II
2. Resolution No. R-1867 – 10-21-14
3. Resolution No. R-1801 – 06-17-14
4. City Council Meeting Minute Excerpt – 10-21-14
5. City Council Meeting Minute Excerpt – 06-17-14

**APPROVALS**

**Submitted by:**

John Maresh  
Assistant City Manager of  
Public Services

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This item has been included to provide City Council with an update on the engineering design phase of the Airport Avenue Reconstruction Project – Phase II (Graeber Road to Louise Street). Representatives from Costello Engineering will provide a presentation.

## Streets and Drainage Projects Summary

---

**Project Title:** Airport Avenue Project - Phase Two

**Project Number:** CP1502

**Bid Award:** N/A

**Department:** Public Works

**Staff:** Assistant City Manager  
Project Director

**Engineer:** Costello, Inc.

**Contractor:** N/A

**Cost Estimate:** \$4,422,400

**Authorized Funding:**

CO 2013 Bond Funds (Fund 422)	\$380,000
2013 County Mobility Funds (Fund 434)	<u>\$2,200,000</u>
Total	<u>\$2,580,000</u>

**Council Approval Date:** N/A

**Election District:** District 4

**Project Summary:** Phase One of the project reconstructed Airport Avenue from two (2) lanes with open roadside ditches into a three-lane concrete roadway with a continuous center left turn lane, concrete curb and gutter, sidewalk, and underground storm drainage system. Phase One was from FM 2218 to Graeber Road.

Phase Two includes reconstructing Airport Avenue from Graeber Road to Louise Street.

**Supporting Documentation:** Resolution No. R-1867

RESOLUTION NO. R-1867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR PHASE II - AIRPORT AVENUE RECONSTRUCTION PROJECT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND COSTELLO, INC., IN AN AMOUNT NOT TO EXCEED \$436,425.00.

\* \* \* \* \*

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

Section 1. The City Manager is hereby authorized to execute an Agreement to provide Engineering Design Services (Agreement) for Phase II of the Airport Avenue Reconstruction Project, by and between the City of Rosenberg, Texas, and Costello, Inc., in an amount not to exceed \$436,425.00.

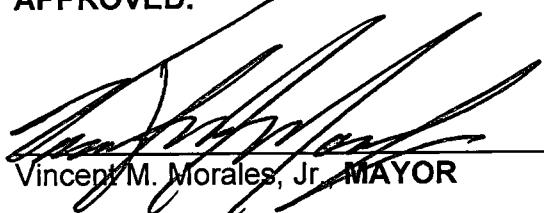
Section 2. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 21<sup>st</sup> day of October 2014.

ATTEST:

  
Linda Cernosek, CITY SECRETARY

APPROVED:

  
Vincent M. Morales, Jr., MAYOR



PO# \_\_\_\_

**AGREEMENT FOR  
ENGINEERING DESIGN SERVICES  
Phase II – Airport Avenue Reconstruction**

**STATE OF TEXAS §**

**COUNTY OF FORT BEND §**

THIS AGREEMENT, entered into and executed by and between the CITY OF ROSENBERG, a home rule municipality under the laws of the State of Texas, hereinafter called "CITY", and Costello, Inc. hereinafter called "ENGINEER".

WHEREAS, the ENGINEER represents that it is fully capable of making and qualified to provide assistance to the CITY and ENGINEER desires to perform the same;

NOW, THEREFORE, the CITY and the ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION 1  
SCOPE OF AGREEMENT**

The ENGINEER agrees to provide the services as defined in Attachments "A" and "A-1" and any Amendments attached hereto and made a part hereof, and for having provided said services, the CITY agrees to pay the ENGINEER compensation as stated in the sections to follow. This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

**SECTION 2  
CHARACTER AND EXTENT OF WORK**

The ENGINEER shall provide the services as defined in Attachments "A" and "A-1" and any Amendments attached hereto. The CITY shall be under no obligation to pay for services rendered without prior authorization.

**SECTION 3  
TIME FOR PERFORMANCE**

The work shall be performed in accordance with Attachments "A" and "A-1". Upon written request of the ENGINEER, the CITY may grant time extensions to the extent of any delays caused by the CITY or other agencies with which the work must be coordinated and over which the ENGINEER has no control.

SECTION 4  
**COMPLIANCE AND STANDARDS**

ENGINEER agrees to provide services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the ENGINEER's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of the Agreement, including, without limitation, worker's compensations laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

SECTION 5  
**CHANGES TO THE PROJECT; ADDITIONAL WORK**

Engineer shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Engineer shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental agreement for the additional work and the City shall compensate the Engineer for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement

SECTION 6  
**INDEMNIFICATION**

**ENGINEER shall and does hereby agree to indemnify and hold harmless the CITY, and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities, from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Engineer – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904 (a) OF THE TEXAS LOCAL GOVERNMENT CODE.**

**SECTION 7  
FORCE MAJEURE**

*Force Majeure.* Neither ENGINEER, its suppliers nor CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of ENGINEER), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If ENGINEER is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, CITY may cancel the services order without penalty.

**SECTION 8  
THE ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by the ENGINEER pursuant to this Agreement, the CITY shall pay the ENGINEER the amount of \$353,760.00 for "Basic Services" and up to an additional \$82,665.00 for "Additional Services" which shall be considered as the total maximum fee. The limit of appropriation is addressed in Section 9.

**SECTION 9  
TIME OF PAYMENT**

Payment by the CITY to the ENGINEER shall be made as follows: ENGINEER shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY. Upon completion of the work, ENGINEER shall submit to the City Manager or designee an invoice, in a form acceptable to the CITY, setting forth the charges for the services provided which were delivered during such billing period, and the compensation which is due for same. If the project work shall take in excess of thirty (30) calendar days, then such invoice shall be submitted to the CITY on or about the first of each month. The City Manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the City Manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice.

Invoices shall be submitted to the following address:

City of Rosenberg  
Attn: Project Director  
P.O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

**SECTION 10  
TIME OF COMPLETION**

The prompt completion of the services under which the Scope of Work relates is critical to the City. Unnecessary delays in providing services under the Scope of Work shall be grounds for dismissal of the Engineer and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Engineer prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Engineer shall have completed all tasks and services described in the Scope of Work.

**SECTION 11  
TERMINATION**

This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Engineer and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Engineer.
- (5) If the City terminates this Agreement pursuant to Section 10 above, or subsection 11 (2) or (3), above, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Engineer considering the actual costs incurred by the Engineer in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**SECTION 12  
ADDRESS AND NOTICES AND COMMUNICATIONS**

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with

confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the ENGINEER at the following address:

Costello, Inc.  
Attention: Sam Kruse, PE  
9990 Richmond, Suite 450 North Bldg.  
Houston, Texas 77042  
713-579-3850  
[skruse@coseng.com](mailto:skruse@coseng.com)

All notices and communications under this Agreement shall be mailed to the CITY at the following address:

City of Rosenberg  
Attn: Robert Gracia, City Manager  
P.O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471  
(832) 595-3310  
[robertg@ci.rosenberg.tx.us](mailto:robertg@ci.rosenberg.tx.us)

### SECTION 13 LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, ENGINEER has been advised by the CITY and ENGINEER clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted for this project to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the ENGINEER may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to ENGINEER hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

### SECTION 14 SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

#### SECTION 15 OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purpose for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

#### SECTION 16 ENGINEER'S SEAL

The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

#### SECTION 17 INDEPENDENT CONTRACTOR

Engineer acknowledges that Engineer is an independent contractor of the City and is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.

#### SECTION 18 NON-COLLUSION

Engineer represents and warrants that Engineer has not given, made, promised or paid, nor offered to give,

make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

#### SECTION 19 MEDIA

Contact with the news media shall be the sole responsibility of the CITY. ENGINEER shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

#### SECTION 20 AUTHORITY OF CITY MANAGER

All work to be performed by the ENGINEER hereunder shall be performed to the satisfaction of the City Manager. The City Manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the ENGINEER and the decisions of the City Manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Manager to alter, vary or amend this Agreement.

#### SECTION 21 INSURANCE REQUIREMENTS

A current certificate of insurance with the City named as an additional insured is required to be submitted to the Purchasing Office before the City will enter into a contract with a vendor.

##### A. POLICY REQUIREMENTS

Prior to the approval of this contract by the City, Engineer shall furnish a completed insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. *CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY*, and no officer or employee of the City shall have authority to waive this requirement.

##### B. INSURANCE COVERAGE REQUIRED

Worker's Compensation - Statutory and Employers Liability with minimum limits of \$500,000 each accident and \$1,000,000 each employee; Commercial General (public) Liability insurance minimum

limits of \$1,000,000 each occurrence including coverage Comprehensive Automobile Combined single limit for liability insurance, including bodily injury and property coverage of \$1,000,000 each accident.

#### C. ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, ENGINEER shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

#### D. REQUIRED PROVISIONS

ENGINEER agrees with the respect to the above required insurance, all insurance contracts and certificate(s) of insurance *will contain and state, in writing, on the certificate or its attachment, the following required provisions:*

1. Name the City of Rosenberg and its officers, employees, and elected representatives as an additional insured;
2. Provide for notice to City upon cancellation;
3. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Rosenberg where CITY is an additional insured shown on the policy;
4. Provide for notice to the City at the address shown;
5. ENGINEER agrees to waive subrogation against the City of Rosenberg, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

#### E. NOTICES

ENGINEER shall notify CITY in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

City of Rosenberg  
Attn: Robert Gracia  
P.O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471

#### F. APPROVAL

Approval, disapproval, or failure to act by CITY regarding any insurance supplied by ENGINEER shall not relieve ENGINEER of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate ENGINEER from liability.

SECTION 22  
**MODIFICATIONS**

This instrument, including Attachments "A" and "A-1" and any Amendments attached hereto contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. In the event of any conflict between this instrument and/or Attachments "A" and "A-1", the CITY acting through the City Manager at his sole discretion shall determine which provision prevails. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION 23  
**FISCAL FUNDING**

The CITY's fiscal year is October 1st through September 30th. If this contract extends beyond September 30, 2015, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

SECTION 24  
**CHOICE OF LAW**

This Agreement and all the transactions contemplated herein shall be governed by the laws of the State of Texas. Exclusive venue for any action arising out this Agreement shall be in Fort Bend County, Texas and ENGINEER hereby consents to such jurisdiction and venue.

SECTION 25  
**SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement. This document and included Attachments is the entire Agreement and recites the full consideration between the parties, there being no other written agreement.

SECTION 26  
**CUMULATIVE REMEDIES**

In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

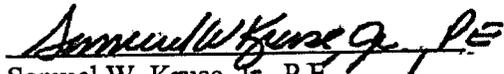
SECTION 27  
**WAIVER**

The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

IN WITNESS WHEREOF, said City of Rosenberg has lawfully caused these presents to be executed by the City Manager of said CITY and the said ENGINEER, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Rosenberg, Texas on the \_\_\_\_ day of \_\_\_\_\_ 201\_,

**COSTELLO, INC.**



Samuel W. Kruse, Jr., P.E.  
Vice President, Municipal Services

9/17/14  
Date

**CITY OF ROSENBERG**

\_\_\_\_\_  
Robert Gracia  
City Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Linda Cernosek  
City Secretary

# ATTACHMENT "A"



September 16, 2014

Mr. Robert Gracia  
City Manager  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

Re: Proposal to Provide Professional Engineering Services  
Phase II Airport Ave. Reconstruction ( Graeber Rd. – Louise St. )

Dear Mr. Gracia:

Costello, Inc. ( CI ) is pleased to provide the City with this proposal to provide Professional Engineering Services for the referenced project. We understand that the City desires to reconstruct the referenced street section and associated drainage system and public utilities. ( See Exhibit 1 )

**Existing Conditions:**

Existing Airport Ave. is a two lane, asphalt street with open ditch drainage. The Phase II portion of the project extends through an area that includes mostly single family development w/ small areas of commercial and institutional development. The street is served by overhead power service and underground private and public utilities ( water and sewer ). The primary outfall for drainage of the Right of Way is Dry Creek. There are existing sidewalks along portions of the North Right of Way.

The referenced street segment has a total length of approximately 4200 linear feet. The design of all improvements will be in general accordance with City of Rosenberg, Fort Bend County Drainage District, Texas Commission on Environmental Quality (TCEQ), and other agencies of jurisdiction design criteria, standards, and details.

**Scope of Services:**

**Assumptions:**

- Existing 2 lane asphalt street w /open ditches to be reconstructed as 3 lane concrete street w/ curb, gutter, and storm sewer drainage system.
- Water and Wastewater Utilities will be assessed for remaining service life and replaced if needed, or if the utility lines will be under the proposed concrete pavement.
- Sidewalks and required ramps will be constructed on 1 side of the roadway.
- A limited H&H study is anticipated for Dry Creek acceptable to City Engineer and Fort Bend County Drainage District.



- Probably 2 Phase Construction - Maintain 1 way traffic during construction.
- Sodding and/or hydromulch will be required between back of curb or sidewalk, to ROW line.
- Existing bridge over Dry Creek will remain in place with modifications to accommodate 3-lane roadway including pedestrian crossing.

**Preliminary Engineering:**

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Collect construction plans for existing facilities within the Right of Way.
3. Along with Public Works Department, assist in assessment of existing water lines and sanitary sewers and provide recommendations for replacements.
4. Prepare preliminary engineering plans ( 30% level ) and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations. Profile and cross section drawings will not be provided at this stage.
5. Furnish the City 4 full size and 2 half size hard copies of the preliminary report and 2 cds.
6. Collect review comments from preliminary engineering report and incorporate into final design of the project.

**Final Design:**

7. Prepare and Submit detailed drawings and plans / specifications ( 60%, 90% and final ) to appropriate regulatory agency (ies) and pursue approvals from agencies of jurisdiction including City, TDLR, Fort Bend County Drainage District, and private utility companies. Construction plans to include plan, profile, and details for proposed paving, drainage, pedestrian crossing over Dry Creek, utilities construction, traffic control, stormwater pollution prevention plan, and construction phasing. A meeting will be held w/ City staff at 60%, 90%, and final review. At 60%, 90%, and final review levels, place documents on FTP site for access by City, City Consultants, and Private Utility Companies.
8. Prepare final construction drawings and project manual for bidding using City of Rosenberg technical specifications and City "front end documents" for bids. Deliver 6 sets of construction drawings ( 3 -1/2 size and 4 -full size ), 2 project manuals and 2 pdf cds. Place final documents on an FTP site for access by City, City Consultants, and Private Utility Companies.
9. Furnish to the City an updated written Estimate of Probable Costs for the project at 60%, 90%, and final submittals.

**Bid Phase:**

10. Engineer provide construction drawings and project manual to bidders. Provide electronic copy of all documents to local plan review rooms ( 4 minimum ) and civcast.



11. Attend and coordinate prebid meeting.
12. Answer contactor questions and prepare any required addenda.
13. Attend bid opening, tabulate, analyze and review bids for completeness and accuracy.
14. Provide review of Contractors references.
15. Provide bid tabulation and recommendation of award letter

**Construction Phase:**

16. Provide 15 hard copy sets and 3 cds of addendum posted construction drawings, and addendum posted project manual for construction. City to confirm # of 1/2 size and full size sets prior to printing.
17. Conduct pre-construction conference and prepare copy of report / minutes.
18. Attend and coordinate monthly construction progress meetings and prepare copies of reports / minutes. Post to FTP site and distribute by e-mail.
19. Review and approve submittals, shop drawings, RFIs, Prepare Change Order Requests ( including revisions to plan sheets and specifications ), and make recommendations to City.
20. Make periodic visits, no less that every thirty ( 30 ) days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. Provide written report of observed progress with monthly pay application.
21. Review pay estimates that have previously been reviewed by City inspection staff. Sign and return copy for documentation.
22. Conduct interim / final inspections. Prepare master punch list developed in conjunction with City Staff.
23. Request final TDLR inspection. Accompany TDLR compliance consultants on sidewalk inspection.
24. Revise contract drawings to show the work as actually constructed ( based on contractor mark ups ), and furnish the City with 3 sets of "record drawings" plans and 2 pdf cds.

**Additional Services:**

25. Determine through abstracting and appropriate field surveys, the existing Right of Way. **If additional ROW takings are identified, parcel descriptions will be developed under a separate authorization.** Right of Way will be determined for design purposes only and no Right of Way plans will be developed for submittal to agencies. Provide any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide surveying services for staking of soils borings.
26. Perform geotechnical analysis of the site ( See attached TWE proposal )
27. Misc. H&H analyses to evaluate floodplain mitigation needs and alternatives.
28. Develop a traffic control, access, and construction phasing plan.
29. Develop a Stormwater Pollution Prevention Plan ( SWPPP ).
30. Develop a tree protection plan ( See attached Koehl proposal ) as needed with City approval.



31. Attend and Coordinate up to 3 public meetings for the project – 1 during the planning stage of the project, and 1 prior to commencement of construction activities, or at a different stage as determined by the City Manager.

Services not anticipated include environmental services, materials testing services, and project representation. These services would be contracted out separately by the City.

**Compensation:**

We propose to be compensated for the basic and additional services on a lump sum basis. Changes in scope of services will be compensated on a negotiated basis in a contract amendment process. Our initial level of magnitude cost estimate for the construction is approximately \$ 4.42 Million.

Project Budget Breakdowns are as follows:

**Item**

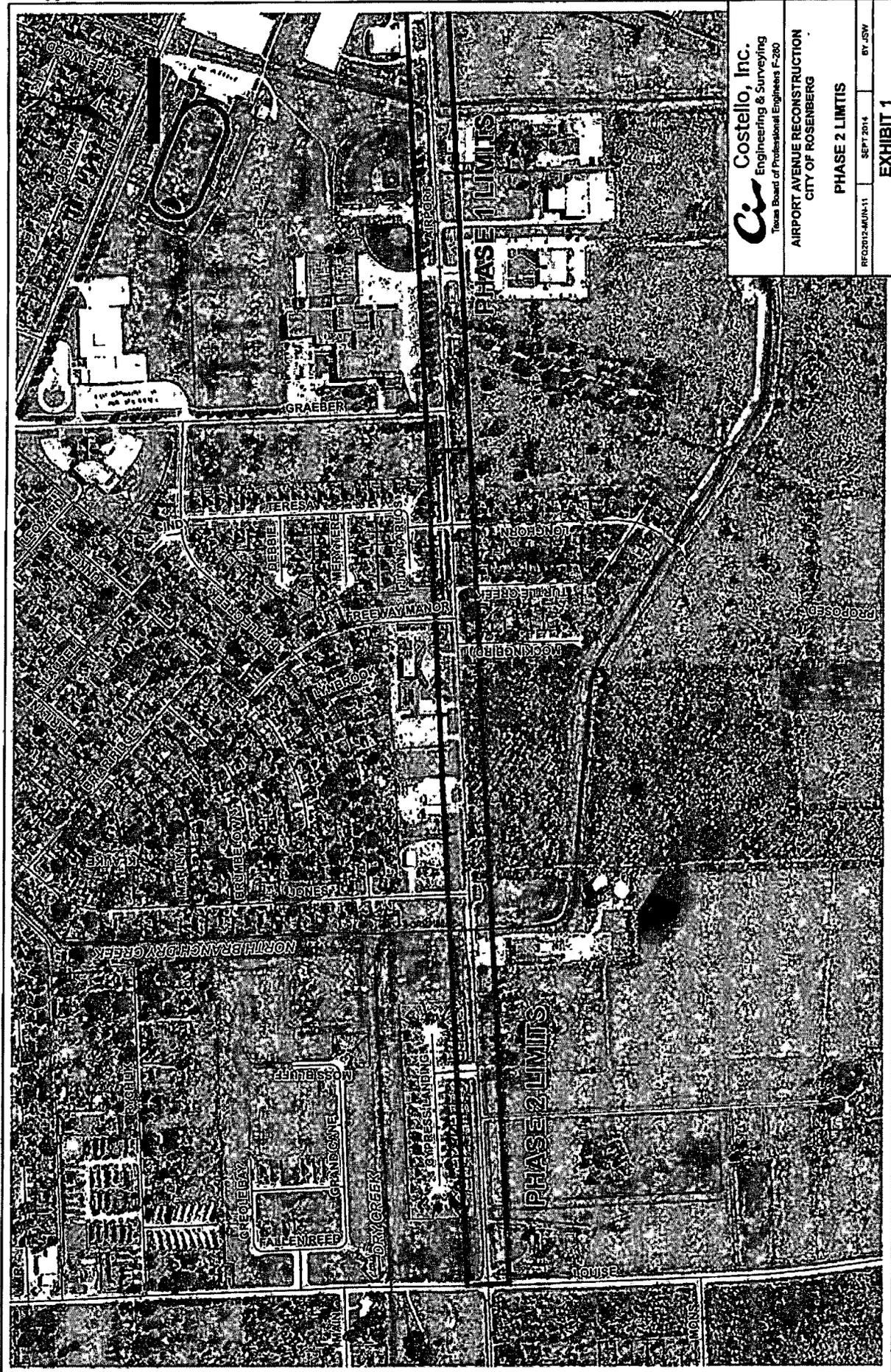
**Basic Services:**

Preliminary Engineering (30%)	\$	106,128
Final Design (50%)	\$	176,880
Bid Phase Services (5%)	\$	17,688
Construction Phase Services (15%)	\$	53,064
<b>Total Basic Services</b>	<b>\$</b>	<b>353,760</b>

**Additional Services:**

Exist ROW / Surveys	\$	35,000
Geotechnical Engineering	\$	13,365*
Hydrology/Hydraulics	\$	10,000
Tree Protection	\$	2,950**
TDLR Coordination	\$	3,850
Public Education	\$	2,500**
Reimbursable Expenses	\$	5,000
Discretionary	\$	10,000**
<b>Total Additional Services</b>	<b>\$</b>	<b>82,665</b>





**Costello, Inc.**  
 Engineering & Surveying  
 Texas Board of Professional Engineers F-260

**AIRPORT AVENUE RECONSTRUCTION  
 CITY OF ROSENBERG**

**PHASE 2 LIMITS**

RF02012-060A-11    SEPT 2014    BY JSW

**EXHIBIT 1**



August 23, 2014

Mr. Sam Kruse, P.E.  
Costello, Inc.  
9990 Richmond Avenue  
Houston, Texas 77042

Re: Proposal for Urban Forestry Consulting Services on the City of Rosenberg Airport Avenue Phase 2 reconstruction project, from Louise to Graeber.

Dear Mr. Kruse,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide technical assistance for tree preservation/protection design and construction of the City of Rosenberg Airport Avenue Phase 2 reconstruction project (4,200 l.f.). Our tree preservation planning will help to ensure long term tree survival and continued growth, and also address trees that could lose too much structural root system, jeopardizing their structural integrity, which could create liabilities. We look forward to providing you and the City of Rosenberg the technical assistance needed for successful tree preservation. We are willing to provide services in whatever capacity you and the City deem appropriate, however, the following scope of services has worked well on similar projects in the past.

#### **PHASE 2 – SERVICES FOR PROJECT DESIGN**

##### Field Evaluation/Site Visit

We will walk both sides of each street where construction is proposed to evaluate the specific impacts of proposed construction design and the preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival and structural integrity. The field evaluation/site visit will be scheduled in conjunction with our preliminary Tree Preservation Plan.

Fee for Field Evaluation/Site Visit.....\$440.00

##### Preliminary Tree Preservation Plan

The plan and profile drawings, provided by the engineer, will be reviewed between the 30 and 60 percent submittals, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, and recommended treatment. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Destroying too much of

the structural root system leaves the tree unstable, which could create liability issues. Should we find any conflicts with proposed construction or any liability issues we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as using zero curb cutback, maximum sidewalk slope or alternative sidewalk surface will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and e-mailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

After we receive your comments on our design change recommendations we will develop an Autocad or MicroStation drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, alternative sidewalk surfaces, Zero Curb cutback, etc.). A specification, addressing tree protection, will be provided to address all recommendations made in the treatment schedule and on the plans. Any replacement planting that may be necessary to comply with Tree Ordinance will be included on the tree protection plan and a specification section provided. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The preliminary tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and quantity estimates as needed and plot the tree protection plan as it is needed. The tree protection plan will include our logo with a signature line, which we can sign at the mylar stage. The preliminary tree protection plan, specifications and quantity/cost estimate can be included in your 60% submittal so that the City's staff can review our plan and provide comments prior to the final submittal. We will need 20-25 business days to complete the field evaluation and preliminary tree protection plan.

Fee for Preliminary Evaluation/Plan .....\$660.00

Final Evaluation/Tree Preservation Plan and Specifications

We will review the construction design just prior to the final submittal, following comments from the City on recommendations made in the 60% submittal, to ensure that any design changes that may have been made are incorporated into the final tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG or DGN drawings and resubmitted to engineer for final plotting. Quantity/Cost estimates, and specifications will be finalized and forwarded to engineer for inclusion in project. We will need 7-10 business days to complete the Final Evaluation and Plan.

Fee for Final Tree Preservation Plan and Specifications.....\$380.00

Drafting AutoCAD (DWG/DGN) files of Tree Preservation Plan

We do have AutoCAD and Microstation capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG or DGN format. We will use the project title block and insert plan drawings at a 1:40 scale,

triple banked on each sheet, similar to most traffic control plans. Tree treatment schedule will be included on each sheet which will call out treatments for each specific tree. This format typically allows us to fit approximately 2,000-2,500 l.f. per plan sheet, which would give us 2-4 sheets on this project. One sheet with project details will also be included, which would give us a total of 3 to 5 sheets. The drawings will be emailed or saved to CD and delivered to you, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Fee for Drafting DWG/DGN files of the Tree Preservation Plan.....\$200.00

**Total Phase 2 Fees**

**Urban Forestry Services for development of Tree Protection Plan.....\$1,480.00**

**Drafting Services Fee for DWG files.....\$200.00**

**Total Fee for CAD drawn Tree Protection Plan.....\$1,680.00**

**PHASE 3 – CONSTRUCTION PHASE SERVICES**

**Field Layout of Tree Protection Treatments, and Contractor Assistance**

The tree treatments indicated on the drawings will need to be laid out in the field, as most construction contractors will not scale the actual dimensions of the treatments and typically do not install enough fencing and root pruning to adequately protect the trees. When the treatments are installed, but not adequately, the City pays for tree protection but is not getting any real benefit from it. We propose to mark in the field the exact locations of tree treatments for placement by the contractor. The following fees are for our services marking the treatments in the field after the contractor has staked proposed improvements. We will walk each street with the contractor's representative and City representative. We can also be available on an as needed basis, should any issues arise during the construction process. We propose providing this service on an hourly basis at our hourly rate of \$110.00/hour plus mileage at \$0.50/mile, as it is difficult to determine exactly how much time will be needed to address any issues the contractor or City may have during the layout.

Estimated Fee for Field Layout.....\$380.00 with Not to Exceed of \$1,000.00

Should field layout or contractor assistance require more time than is allowed by the Not to Exceed Limits included here, we will submit proposal for additional fee prior to starting any additional work.

**TOTAL FEES INCLUDED IN THIS PROPOSAL**

**Phase 2        \$1,680.00**

**Phase 3        \$1,000.00**

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water

Mr. Sam Kruse, P.E.  
Rosenberg Airport Ave. Ph 2 Forestry Proposal  
Page 4 of 4

Transmission Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Humble Street Reconstruction, City of Texas City Street Reconstruction, City of Southside Place Street Reconstruction and numerous City of Houston waterline and sewer projects in the past.

It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate, be it all services outlined herein, or a desired few. All fees included in this proposal should be considered not to exceed fees, as we will invoice only for time and mileage needed in each step. Time will be invoiced at \$110.00/hour and mileage at \$0.50/mile.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work to meet your project submittals. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me or Craig at 281-391-0022.

Respectfully submitted,



Sarah Koehl  
President

# Tolunay-Wong Engineers, Inc.

10710 S. Sam Houston Pkwy W., Suite 100 \* Houston, TX 77031 \* 713-722-7064 \* Fax 713-722-0319

August 25, 2014

TWEI Proposal No: P14-G228

Mr. Samuel W. Kruse, Jr., P.E.  
Costello, Inc.  
9990 Richmond Avenue, Suite 450  
North Building  
Houston, Texas 77042

## PROPOSAL FOR GEOTECHNICAL SERVICES AIRPORT AVENUE, PHASE 2 CITY OF ROSENBERG, TEXAS

Dear Mr. Kruse:

Tolunay-Wong Engineers, Inc. (TWEI) is pleased to submit our proposal for geotechnical field and engineering services for the Airport Avenue Phase 2 project in the City of Rosenberg, Fort Bend County, Texas (Key Map 604 V & 605 S). You provided project details via e-mail transmittal on August 22, 2014.

The proposed approximately 4,200 l.f. alignment is bounded by Louise Street to the west and Graeber Street to the east. There will be one crossing of Dry Creek, where there will be minimal bridge work, at about the western third of the alignment. The project will include asphalt pavement replacement with concrete curb and gutter street, drainage, water and sewer utilities.

We performed a previous study for the Phase 1 improvements in March 2013 (TWEI Project No. 13.13.019). We will use our findings from the previous study along with the new information gathered as the basis of our report preparation.

### Scope of Services

Our scope of services will include field exploration, laboratory testing and engineering analysis for the proposed Phase 2 roadway expansion.

**Field Exploration.** We propose to drill four (4) 15-ft, three (3) 20-ft, and two (2) 40-ft deep borings along the roadway alignment to evaluate the subsurface condition. The test borings will be spaced at about 500-ft intervals. A total of 200 vertical feet will be drilled.

The borings will be drilled in general accordance with the appropriate ASTM procedures. Soil samples will be obtained at continual 2-ft intervals to 12-ft depth, at 13-ft to 15-ft, and at 5 ft intervals thereafter. We will sample cohesive subsurface soils with a 3-in. diameter, thin-walled tube (ASTM D 1587). Granular soils will be sampled with a split-barrel sampler while performing Standard Penetration Test (ASTM D 1586). We will obtain representative portions of the recovered soil samples and transport them to our laboratory for testing. We will backfill the open boreholes with soil cuttings one day after completion, and after obtaining water-level readings.

**Laboratory Testing.** We will perform soil mechanics laboratory tests to measure physical and engineering properties of selected representative soil samples. The testing will

generally include unconfined compression test (ASTM D 2166), unconsolidated undrained triaxial test (ASTM D 2850), moisture content (ASTM D 2216), liquid limit (ASTM D 4318), plastic limit (ASTM D 4318), and percent fines (ASTM D 1140).

**Engineering Report.** We will prepare an engineering report that will present our findings and provide geotechnical design and construction recommendations for the proposed paving and utility construction, including:

- Soil stratigraphy
- Groundwater condition
- Subgrade Preparation and stabilization requirements
- Fill requirements
- Paving design in accordance with Fort Bend County specifications
- Utility bedding and backfill requirements
- Excavation retention criteria and groundwater control
- Bridge Crossing of the Dry Creek

**Budget**

Our lump sum cost for the above-described services is \$12,150 and will not be exceeded without your prior written authorization. The cost for the geotechnical study assumes that ingress/egress is provided by others. The cost breakdown is shown in the following table:

Item	Unit	Rate	Extension
Field Exploration			
Mobilization/Demobilization	1	\$300.00	\$300
Soil Boring – 200 ft total	200	\$12.00	\$2,400
TWEI Technician, per day	2.5	\$800.00	\$2,000
Traffic Control	1	\$750	\$750
Subtotal			\$5,450
Laboratory Testing, per foot	200	\$16.00	\$3,200
Subtotal			\$3,200
Engineering, lump sum	1	\$3,500	\$3,500
Subtotal			\$3,500
TOTAL			\$12,150

**Schedule**

We can typically mobilize our crew within three to four days after authorization is given and site utility clearance is complete. We can complete the fieldwork in one to two days and laboratory testing one week after that. We can issue our engineering report within two to three

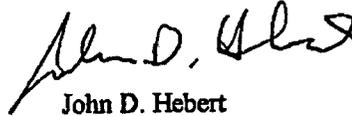
Mr. Samuel W. Kruse, Jr., P.E.  
TWEI Proposal Number: P14-G228  
August 25, 2014

3

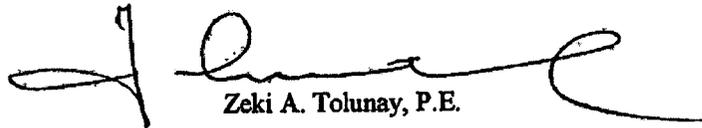
weeks after completion of laboratory testing. We can furnish verbal preliminary information upon completion of the fieldwork and laboratory testing.

Again, we appreciate the opportunity to submit this proposal and look forward to continue working with you on this project. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,  
Tolunay-Wong Engineers, Inc.  
TBPE Firm No.: F-124



John D. Hebert



Zeki A. Tolunay, P.E.

Accepted by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Attachments: Exhibit A

ZAT/jdh

## EXHIBIT A

### TERMS FOR GEOTECHNICAL ENGINEERING SERVICES

#### THE AGREEMENT

This AGREEMENT is made by and between TOLUNAY-WONG ENGINEERS, INC., hereinafter referred to as GEOTECHNICAL ENGINEER, and the CLIENT of the attached PROPOSAL. This AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL and any exhibits or attachments noted in the PROPOSAL will constitute the entire AGREEMENT. Any changes to this AGREEMENT must be mutually agreed to in writing.

#### STANDARD OF CARE

The CLIENT recognizes that subsurface conditions vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the GEOTECHNICAL ENGINEER will be based solely on information available to the GEOTECHNICAL ENGINEER. The GEOTECHNICAL ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by the GEOTECHNICAL ENGINEER under this AGREEMENT are expected by the CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

#### SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for the GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. The CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. The GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

#### SAMPLE DISPOSAL

The GEOTECHNICAL ENGINEER will dispose of all soil and rock samples 30 days after completion of laboratory testing. Further storage or transfer of samples can be made at Client's expense upon CLIENT'S prior written request. All hazardous materials will be returned to CLIENT for disposal, unless other arrangements have been made by CLIENT.

#### CONSTRUCTION MONITORING

If the GEOTECHNICAL ENGINEER is retained by the CLIENT to provide a site representative for the purpose of monitoring specific portions of the construction work as set forth in the PROPOSAL then this phrase applies. For the specified assignment, the GEOTECHNICAL ENGINEER will report observations and professional opinions to the CLIENT. No action of the GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER's site representative can be construed as altering any AGREEMENT between the CLIENT and others. The GEOTECHNICAL ENGINEER will report any observed work to the CLIENT which, in the GEOTECHNICAL ENGINEER's professional opinion, does not conform with plans and specifications. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the CLIENT. Furthermore, the GEOTECHNICAL ENGINEER's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by the CLIENT to provide construction related services.

The GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction selected by any agent or AGREEMENT of the CLIENT, or safety precautions and programs incident thereto.

#### BILLING AND PAYMENT

CLIENT will pay GEOTECHNICAL ENGINEER the lump sum amount indicated in the PROPOSAL or, if no lump sum amount is indicated, in accordance with the Schedule of Fees, as shown in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNICAL ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the CLIENT to GEOTECHNICAL ENGINEER per GEOTECHNICAL ENGINEER's current fee schedule. In the event CLIENT fails to pay GEOTECHNICAL ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNICAL ENGINEER will have the right to consider the failure to pay the GEOTECHNICAL ENGINEER's invoice as a breach of this AGREEMENT.

#### **TERMINATION**

The AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination.

#### **INDEMNIFICATION**

Except for the gross negligence or intentional misconduct of the GEOTECHNICAL ENGINEER, CLIENT will indemnify and hold the GEOTECHNICAL ENGINEER harmless from any claim by or liability from a third party for injury or loss, arising out of the GEOTECHNICAL ENGINEER's performance of the services described in this AGREEMENT. This indemnity shall not limit, restrict or prevent CLIENT from asserting any claims for liability against the GEOTECHNICAL ENGINEER, under any one or more theories of recovery, including breach of contract, negligence, strict or statutory liability or any other cause of action

#### **LIMITATION OF LIABILITY**

The CLIENT will limit any and all liability or claim for damages, cost of defense, or expenses to be levied against GEOTECHNICAL ENGINEER to a sum not to exceed \$50,000, or the amount of this fee, whichever is greater, on account of any design defect, error, omission, or professional negligence. The CLIENT agrees to notify any contractor who perform work in connection with the study prepared by the GEOTECHNICAL ENGINEER of such limitation of liability and require a like limitation on their part in favor of the GEOTECHNICAL ENGINEER. In the event the CLIENT fails to obtain a like limitation of liability provision, the liability of the CLIENT and the GEOTECHNICAL ENGINEER to such contractor shall be allocated between the CLIENT and the GEOTECHNICAL ENGINEER such that the aggregate liability of the GEOTECHNICAL ENGINEER to all parties, including the CLIENT, shall not to exceed \$50,000 or the amount of the GEOTECHNICAL ENGINEER's fee, whichever is greater. The GEOTECHNICAL ENGINEER makes no warranties, either expressed or implied, except as set forth above.

#### **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

CLIENT warrants a reasonable effort to inform GEOTECHNICAL ENGINEER of known or suspected hazardous materials on or near the project site.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNICAL ENGINEER and CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNICAL ENGINEER and CLIENT also agree that the discovery of hazardous materials may make it necessary for GEOTECHNICAL ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNICAL ENGINEER for any equipment decontamination or other costs incident to the discovery of hazardous waste.

GEOTECHNICAL ENGINEER agrees to notify CLIENT when hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNICAL ENGINEER harmless for any and all consequences of disclosure made by GEOTECHNICAL ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the AGREEMENT, CLIENT waives any claim against GEOTECHNICAL ENGINEER, and to the maximum extent permitted by law, agrees to defend, indemnify, and save GEOTECHNICAL ENGINEER harmless from any claim, liability, and/or defense costs for injury or loss arising from GEOTECHNICAL ENGINEER's discovery of hazardous materials or suspected hazardous materials including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by the GEOTECHNICAL ENGINEER which are found to be contaminated.

#### **GOVERNING LAW AND SURVIVAL**

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.

## **Attachment A-1**

### **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **Scope of Services to Perform Final Design and Prepare Plans, Specifications, and Estimate**

#### **Airport Avenue From Graeber Road to Louise Street**

##### **General Scope of Project**

The work to be performed by the Engineer under this contract consists of providing preliminary and final design services for the project, coordination with City and County, and preparation of construction documents containing plans, specifications and details pertaining to paving, grading, drainage, storm sewers, storm water pollution prevention, pavement markings, demolition, utility relocations, sequence of construction and traffic control plans, construction cost estimate and time of construction estimate. Supplementary topographic survey and ROW documents will be provided by the Engineer.

##### **Types of Service**

The engineering services to be performed by the Engineer are those services which are necessary for the preparation of designs, construction plans, specifications, and other items of work related thereto, all of which are hereinafter referred to as the "Design Phase Services." Design Phase Services will include, but are not limited to the general type and classifications listed in the following:

##### **I. Project Management**

###### **A. Develop and Maintain**

1. Project Schedules
2. Budgets
3. Monthly Progress Reports and Invoices

###### **B. Meet with the City staff on a regular basis to review project progress.**

###### **C. Coordinate and review the work produced to comply with the City and County policies and procedures, and to deliver that work on time. Comply with all applicable laws, ordinances and codes of the State and local governments.**

###### **D. Field Reconnaissance. Travel to the project to inspect features along and adjacent to the roadway to assist in making decisions concerning roadway design, drainage design, sequence of construction, and ROW acquisition.**

###### **E. Develop and implement Quality Control and Quality Assurance program.**

###### **F. Coordinate identification of utility conflicts and monitor relocation status. Utilities include but are not limited to AT&T, Comcast, CPE Gas, CPE Power, and Phonoscope.**

##### **II. Roadway Design**

###### **A. Prepare existing typical section of Airport Avenue.**

###### **B. Prepare proposed typical sections of Airport Avenue that show lane configuration and pavement structure.**

- C. Prepare proposed typical sections of intersecting streets that show lane configuration and pavement structure at:
- Longhorn Drive
  - Freeway Manor
  - Jones Road
  - Turtle Creek Drive
  - Mockingbird Lane
  - Bayou Crossing Lane
  - Louise Street
- D. Prepare horizontal alignment data sheets for Airport Avenue and intersecting streets, including bench marks (1" = 50').
- E. Prepare project site map (1" = 100').
- F. Prepare roadway plan and profile sheets for Airport Avenue (1" = 20' H, 1" = 2' V) showing horizontal and vertical geometric designs, which will be based on the approved schematic. Refine the horizontal and vertical alignments as needed for the detailed PS&E phase design.
- G. Prepare intersection plan and profile sheets to include top of pavement elevations of the following intersecting streets (to go beyond ROW as needed to determine high/low points):
- Longhorn Drive
  - Freeway Manor
  - Jones Road
  - Turtle Creek Drive
  - Mockingbird Lane
  - Bayou Crossing Lane
  - Louise Street
- H. Prepare a table showing the quantities, station, radii, width, and grade for driveway reconstruction. Identify locations and limits for temporary construction easements, and assist the City in obtaining such easements as needed.
- I. Identify and modify as necessary standard roadway detail sheets for conformance with City of Rosenberg standard details.
- J. Show existing ROW with bearings and distances on plan and profile sheets for reference to insure all proposed improvements are fully located within ROW.

### III. Drainage Design

- A. Prepare overall drainage watershed map and calculations for the drainage area divides. All calculations and drainage area will be in conformance with the approved Hydrology/Hydraulic Study included as part of the project scope.
- B. Prepare detailed drainage area maps necessary to perform the design of storm sewer system.
- C. Prepare detailed hydraulic calculations necessary to perform the design of the storm sewer system.

- D. Include storm sewer plan and profile data on intersection plan and profile sheets, which will include plan and profile information for storm sewers, manholes, inlets, and existing utilities.
- E. Include intersection storm sewer plan and profile data on intersection plan and profile sheets, which will include plan and profile information for storm sewers, manholes, inlets and existing utilities.
- F. Prepare storm sewer lateral sheets (1" = 20').
- G. Prepare outfall typical sections (1" = 5').
- H. Prepare outfall plan and profile sheet (1" = 20') for storm drain and Dry Creek Crossing.
- I. Identify and modify as necessary standard drainage details sheets.
- J. Survey beyond ROW, as needed to determine high/low points for drainage.

**IV. Utilities**

- A. Include existing water line/sanitary sewer data on roadway plan and profile sheets.
- B. Using pipe sizing provided by the City design proposed water line and include on roadway plan and profile sheets.
- C. Using pipe sizing provided by the City design proposed sanitary sewer and include on roadway plan and profile sheets.
- D. Prepare proposed water line lateral sheets (1" = 20').
- E. Prepare proposed sanitary sewer lateral sheets (1" = 20').
- F. Prepare water line details sheets in conformance with City of Rosenberg standard details.
- G. Prepare sanitary sewer detail sheets in conformance with the City of Rosenberg standard details.
- H. Include location (horizontal & vertical) of reuse water transmission/distribution line in the Airport Avenue ROW.

**V. Signing, Pavement Marking, and Signalization**

- A. Prepare proposed layouts showing signs and pavement markings (1" = 20' – double bank). Design of permanent signing and markings will be in accordance with the *1980 Texas Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways* (latest revision).
- B. Prepare summary of small signs. Summary will include sign number, text, size, post, anchor and mounting information.
- C. Identify and modify as necessary standard and modified pavement marking detail sheets.

**VI. Traffic Control**

- A. Prepare advanced warning sign layout (1" = 1000').

- B. Prepare sequence of construction with general traffic control plan layout.
- C. Prepare traffic control plan for each stage (1" = 1000' double bank).
- D. Prepare construction sequencing and traffic control plan layouts for each stage (1" = 40').
- E. Prepare detour layout sheet to detour through traffic around construction.
- F. Identify and modify as necessary standard construction and barricade detail sheets.

**VII. Miscellaneous Roadway**

- A. Prepare Title Sheet for project.
- B. Prepare Index Sheet. Index Sheet will include a listing of the required standards.
- C. Prepare General Notes sheet and include notes applicable for grading, paving, drainage, and utilities.
- D. Prepare storm water pollution prevention plans (SW3P) (1" = 40' double bank) showing temporary control measures during each phase of construction.
- E. Include demolition plans for SW3P sheets, showing existing structures and pavement to be removed along the project corridor, which will require removal or relocation due to the proposed improvements.
- F. Earthwork Cross-Sections (1" = 40' H, 1" = 10' V) showing existing and proposed roadway sections will be prepared every 100' for the proposed roadway. The cross-sections will be generated from vertical topographic information
- G. Compute and tabulate construction quantities and prepare estimate. Estimates will be prepared and submitted with each review submittal at 30%, 60%, 90% and 100%.
- H. Prepare construction bid package to include Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions if any, Technical Specifications and Construction Plans, in accordance with City of Rosenberg standards.
- I. Prepare and submit required construction documents to Texas Department of Licensing Regulation (TDLR) for review of sidewalk design.

**RESOLUTION NO. R-1801**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2015.**

\* \* \* \* \*

**WHEREAS**, the City staff of the City of Rosenberg has identified its priorities for Capital Improvement Projects; and,

**WHEREAS**, the City Manager has recommended twenty-five (25) Capital Improvement Projects to be addressed in FY2015; and,

**WHEREAS**, the FY2015 Budget will include funding for the majority of the recommended Capital Improvement Projects and recommendations for funding other projects; now, therefore,

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

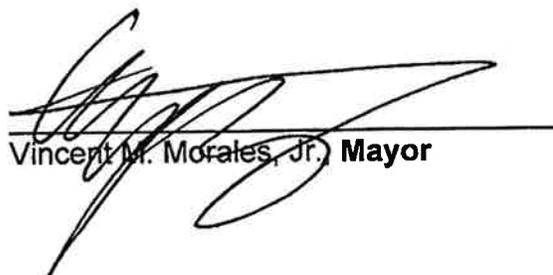
Section 1. City Council hereby approves the FY2015 Capital Improvements Plan for the City of Rosenberg which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**PASSED, APPROVED, AND RESOLVED** this 17<sup>th</sup> day of June 2014.

**ATTEST:**

  
Linda Cernosek, **City Secretary**

**APPROVED:**

  
Vincent M. Morales, Jr., **Mayor**



## FY2015 CAPITAL IMPROVEMENT PROJECTS

### GENERAL/STREETS AND DRAINAGE PROJECTS

1. Airport Avenue – Phase Two
2. Bamore Road – Phase Four
3. Bryan Road
4. Drainage Improvements East of Lane Drive
5. Dry Creek Drainage Improvements
6. FM 2218 from US Highway 59 to State Highway 36 (TxDOT)
7. Road Extension and Drainage - Rosenberg Business Park – Phase I
8. Seabourne Creek Drainage – Phase Three
9. Sidewalks – Replace/Removal of Existing
10. Spacek Road Improvements – Phase II
11. Traffic Signal at Reading Road and Town Center Boulevard
12. Traffic Signal for Reading Road at Spacek Road
13. US Highway 59/I-69 Expansion from FM 762 to Spur 10 (TxDOT)

### WATER AND WASTEWATER PROJECTS

14. Alternate Water Project (GRP)
15. Backup and Portable Generators for Utility System
16. FM 2977 Water Line Extension (GRP)
17. FM 2977 Water Storage Tank (GRP)
18. Lift Station No. 11 Replacement
19. North Side Water Improvements – Phase Two
20. Sanitary Sewer Pipe Bursting Project
21. Spacek Road Sewer Lift Station
22. Spacek Road Sewer Line
23. Utility Adjustments for US 59/I-69 Project (TxDOT)
24. Utility Extensions to serve FM 2218 Rosenberg Business Park – Phase I
25. Utility Replacement/Relocation for Avenue H, Avenue I and Downtown

Retiree Extended Services Area (ESA) PPO Plan and renewal rate of \$44,722.08 for the 2015 Plan Year with Aetna Health, Inc., as prepared by Gallagher Benefits Services.

**Key discussion points:**

- Lisa Olmeda, Human Resources Director read the Executive Summary regarding the item.

**Questions:**

**Q:** The drug benefits have been reduced. What caused the drop?

**A:** It can fluctuate from year to year and there is no concrete answer for it.

**Action:** Councilor Benton made a motion, seconded by Councilor Barta to approve Resolution No.R-1865, a Resolution authorizing acceptance of a Medicare Advantage Retiree Extended Services Area (ESA) PPO Plan for the 2015 Plan Year Renewal with Aetna Health, Inc., as prepared by Gallagher Benefits Services. The motion carried by a unanimous vote.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1868, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN ENGINEERING SERVICES PROPOSAL FOR THE ENGINEERING AND SURVEYING SERVICES FOR THE FM 2977 ELEVATED WATER STORAGE TANK, BY AND BETWEEN THE CITY AND JONES AND CARTER, INC., IN THE AMOUNT OF \$400,200.00.**

**Executive Summary:** The FM 2977 Elevated Water Storage Tank is included in the FY2015 Capital Improvement Project (CIP) plan approved by City Council on June 17, 2014 (Resolution No. R-1801, Project No. 17). This Project is also a part of the City's approved Groundwater Reduction Plan (GRP) and will be an essential element in order to receive, store and blend the alternative surface water source into the water distribution system. The elevated tank will also help maintain water pressure and storage capacity in compliance with Texas Commission on Environmental Quality (TCEQ) water system design criteria. The Project includes the construction of a 1.5 million gallon elevated water storage tank on the City owned property located directly behind Fire Station No. 3. Also included in the design are SCADA equipment, provisions for the installation of an altitude valve at a later date, and provisions to accommodate wireless communication antennae installations by multiple entities. An alternate bid for a 1.25 million gallon elevated tank will also be obtained, in the event the construction bids are higher than anticipated. The FY2015 Budget Fund 523 allocated sufficient funding for completion of the engineering and construction phases of the Project. Upon completion of the engineering design and bidding process, the construction bid award will be placed on a future Agenda for City Council consideration and approval.

Staff recommends approval of Resolution No. R-1868, authorizing the City Manager to execute an Engineering Services Proposal with Jones and Carter, Inc., for the engineering and surveying services for the FM 2977 Elevated Water Storage Tank, in the amount of \$400,200.00.

**Key discussion points:**

- John Maresh read the Executive Summary regarding the item.

**Questions:**

**Q:** On Item C Jones and Carter will provide a field representative, if we choose to not go with that, who would do that?

**A:** We don't have another source or have anyone in house.

**Q:** Was this service bid out?

**A:** We cannot bid out professional services by law.

**Action:** Councilor Barta made a motion, seconded by Councilor Grigar to approve Resolution No. R-1868, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an engineering services proposal for the Engineering and Surveying Services for the FM 2977 Elevated Water Storage Tank, by and between the City and Jones and Carter, Inc., in the amount of \$400,200.00. The motion carried by a unanimous vote.

10. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1867, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR PHASE II - AIRPORT AVENUE RECONSTRUCTION PROJECT, BY AND BETWEEN THE CITY AND COSTELLO, INC., IN AN AMOUNT NOT TO EXCEED \$436,425.00.**

**Executive Summary:** The Airport Avenue, Phase II Reconstruction Project (Project) is included in the FY2015 Capital Improvement Project (CIP) plan approved by City Council on June 17, 2014 (Resolution

No. R-1801, Project No. 1). The Phase II Project will improve Airport Avenue between Graeber Road and Louise Street from a two-lane asphalt roadway with open roadside ditches to a three-lane concrete roadway with a curb and gutter street and a below paving storm drainage system. This will be a continuation of the Phase I Project that is currently nearing completion between FM 2218 and Graeber Road.

On October 24, 2012, City Council selected Costello, Inc., to provide engineering services for the Airport Avenue Project. Staff has negotiated an Engineering Services Agreement for the Phase II Project for your consideration.

The Project does have adequate funding available for the engineering design. Construction funding will be made available through the issuance of Certificates of Obligation, Series 2014A, which will be considered as a separate Agenda item at the October 21<sup>st</sup> City Council Meeting, and Fort Bend County 2013 Mobility Bond Funds allocated toward this Project.

Staff recommends approval of Resolution No. R-1867, authorizing the City Manager to execute, for and on behalf of the City, an Agreement for Engineering Design Services for Phase II of the Airport Avenue Reconstruction Project, by and between the City and Costello, Inc., in an amount not to exceed \$436,425.00.

**Key discussion points:**

- John Maresh read the Executive Summary regarding the item.

**Questions:**

**Q:** When the engineering is done, what is the time frame?

**A:** The contractor is ready to start when the City is ready.

**Q:** Was Costello the engineer on the first phase? Isn't it the engineer's job to identify the utility lines?

**A:** Sam Kruse, Costello Engineering explained that before engineering work is done, they decide what is above and below the ground. Ten additional feet was taken from the school district. Some information was available from old records. They had to maneuver around to complete the construction work.

**Action:** Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1867, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Agreement for Engineering Design Services for Phase II- Airport Avenue Reconstruction Project, by and between the City and Costello, Inc., in an amount not to exceed \$436,425.00. The motion carried by a unanimous vote.

11. **HOLD EXECUTIVE SESSION FOR DELIBERATIONS ON THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF THE CITY MANAGER, CITY SECRETARY AND THE PRESIDING JUDGE OF THE MUNICIPAL COURT PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**

**Action:** Councilor McConathy made a motion, seconded by Councilor Barta to adjourn for Executive Session. The motion carried by a unanimous vote.

An Executive Session was held for deliberations on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager, City Secretary and the Presiding Judge of the Municipal Court pursuant to Section 551.074 of the Texas Government Code.

12. **ADJOURN EXECUTIVE SESSION, RECONVENE INTO REGULAR SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 9:34 p.m.

13. **CONSIDERATION OF AND ACTION ON ANNUAL EVALUATION AND AUTHORIZED COMPENSATION FOR THE POSITION OF CITY MANAGER.**

**Executive Summary:** City Council has established an evaluation date of on or before October 1<sup>st</sup> of each year for certain "direct report" administrative positions. This item provides an opportunity for City Council to take action out of Executive Session with regard to said evaluation and compensation as appropriate for the position of City Manager currently held by Robert Gracia.

No action was taken on the item.

- The general consensus of Council was to proceed with the request by staff to add one (1) Technology Specialist position at this time.

**Action:** Councilor Bolf made a motion, seconded by Councilor Grigar to approve one Information Technology Specialist position. The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1804, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 14-15 IN THE AMOUNT OF \$15,079.00 FOR THE ADDITION OF AN INFORMATION TECHNOLOGY SPECIALIST.**

**Executive Summary:** In the previous Agenda item, Executive Director of Information Services, Angela Fritz, requested the addition of an Information Technology Specialist. If City Council authorizes the position, a Budget Amendment is needed to fund this position for the remainder of FY2014.

Budget Amendment 14-15, in the amount of \$15,079.00 will provide funding for an Information Technology Specialist for the remainder of FY2014.

Budget Amendment 14-15 is included as Exhibit "A" to Resolution No. R-1804. In order to add this position in FY2014, staff recommends approval of Resolution No. R-1804 as presented.

**Key discussion points:**

- Joyce Vasut read the Executive Summary regarding Resolution No. R-1804.

**Action:** Councilor Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1804, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-15 in the amount of \$15,079.00 for the addition of an Information Technology Specialist. The motion carried by a unanimous vote of those present.

8. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1801, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2015.**

**Executive Summary:** During the FY2015 Budget process, staff reviewed the current Capital Improvement Plan (CIP) and is recommending that a total of twenty-five (25) projects be addressed in FY2015. Exhibit "A" to Resolution No. R-1801 lists the twenty-five (25) individual projects. The Planning Commission met on May 21, 2014, and also recommended approval of the projects proposed for the FY2015 CIP. These projects were also presented to City Council at the May 27, 2014 City Council Workshop.

Existing or proposed funding is available for all or a portion of twenty (20) of the Capital Projects that will be addressed in FY2015. There are two (2) projects for which funding needs have not been determined. The three (3) remaining Capital Projects are not completely funded. Funding for these projects may include the issuance of Certificates of Obligation or other funding sources. Funding for these projects will be addressed during FY2015.

Approval of Resolution No. R-1801 will establish the City's FY2015 Capital Improvements Plan and allow for the projects to be properly included in the proposed FY2015 Budget. Staff recommends approval of Resolution No. R-1801.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1801 and the City's FY 2015 Capital Improvements Plan.

**Questions:**

- Councilor Benton expressed concern with #11 – Traffic signal Reading Road at Town Center Boulevard and asked how urgent it is.
- John Maresh explained that is tied to a development agreement. The developer that is working on the project from Fire Station 2 will trigger when they have to put up fifty percent (50%) of the money for that traffic signal. There is a timeframe by which the City has to come up with the remaining fifty percent (50%). They are getting close to the triggering point.
- Councilor Grigar asked if the items are the twenty-five in each of the two areas that surfaced to the top.
- Joyce Vasut explained staff looked at the 2014 list and any projects that were not complete or not substantially complete by September 30<sup>th</sup> were left on the list. Staff then looked at 2015 in the five year plan and pulled those out that staff felt needed to rise to the top. A lot of these are projects that are started that we need to complete that we have County mobility funding. We need to move on that project so we do not lose the funding. #11 that was referred to is based on the development agreement

that we think will need action during FY2015. The developer will pay one-half and we have requested the other half from the RDC.

- Items 15, 16, and 17 are all GRP projects that are part of the Subsidence mandate we need to get done. At this time, all except three are funded in one way or another with available funds. The other three, which is Airport Road and Bryan Road that was discussed at the Workshop meeting. Airport Road and Bryan Road will need additional funding and we discussed certificates of obligation and Council felt they could agree to that. Staff will bring back those options along with the budget. The majority of these will be funded in the fiscal year.

**Action:** Councilor Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1801, a Resolution approving Capital Improvement Plan Priorities for FY2015. The motion carried by a unanimous vote of those present.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1802, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016 TO FY2019.**

**Executive Summary:** Pursuant to the City Charter which requires a five-year Capital Improvement Plan (CIP), staff has prepared a proposed schedule for Capital Projects in FY2016, FY2017, FY2018 and FY2019. The development of the CIP for FY2016 to FY2019 is based on several factors, including but not limited to:

- Deadline for compliance with the Fort Bend Subsidence District mandate,
- Availability of Fort Bend County Mobility Funds,
- Possibility of a City Bond Election in 2015,
- Results of the City Facilities Assessment, and
- Needs Identified in the Five Year Strategic Plan.

The proposed FY2016-FY2019 CIP was attached to Resolution No. R-1802 as Exhibit "A" and will allow City Council to approve the proposed FY2016-FY2019 Capital Improvement Plan for the City of Rosenberg. Staff recommends approval of Resolution No. R-1802.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1802. Exhibit A to Resolution No. R-1802 was included in the agenda packet.

**Questions:**

- Councilor Euton – FY2017 Streets and Drainage – 3<sup>rd</sup> Street at Intersection with Avenue E – what does that entail?
- John Maresh stated this is a carryover project that has been on the CIP for several years and has never been ranked high enough to be funded. It is at the intersection of 3<sup>rd</sup> Street where there is a rise in the street and a hump as you approach Avenue N. It would be to cutout that section of 3<sup>rd</sup> Street and reconstruct it.
- FY2018 – Brooks Avenue what is the plan?
- This is a long range future project that was placed on the list recently. That would be an improvement project to reconstruct that street with curb and gutter.
- FY 2019 – Klauke Road extension – is that still on our radar?
- It is long range for 2019. There have been discussions about addressing some connectivity and other ways.
- FY2018 – Brazos River Trail Project – Councilor Euton stated she objected to that project because some of the residents would be displaced in the north area of town.
- Darren McCarthy, Director of Parks and Recreation stated it has nothing to do with residential displacement. It is a paddle trail utilizing the resources of the Brazos River. Fort Bend Green at the direction of Judge Hebert just completed a three year master plan study of that. Councilor McConathy was part of the group in the Rosenberg segment. That will be coming to Council in a future Workshop after the budget is complete. Mayor Morales, Councilor McConathy and Robert Gracia have copies of that master plan. Staff plans to distribute to Council when it is brought to Council in a Workshop.
- Councilor Grigar – FY2018 – Streets and Drainage – Avenue C Extension; Avenue D Street Paving and Drainage – is that in connection to get an east/west connection because of railroad crossing closures?
- John Maresh stated that is specifically the crossing and east to Rawson Road and would connect there. That is the only access in and out over that grade crossing that would provided that connectivity.
- Avenue D – this is long range. We have been focusing with our CDBG funds to try to get the infrastructure of the sanitary sewer replaced. The application we have before the County now is for waterline replacements. We hope to complete that in the next 3 to 5 years and then we could do some street and sidewalk improvements.



# CITY COUNCIL COMMUNICATION

May 26, 2015

ITEM #	ITEM TITLE
2	Letter of Intent for Railroad Quiet Zones Discussion

### ITEM/MOTION

Review and discuss a letter of intent regarding railroad crossings and directional horns and/or quiet zones, and take action as necessary to direct staff.

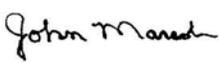
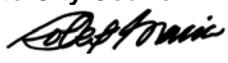
FINANCIAL SUMMARY	ELECTION DISTRICT
-------------------	-------------------

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

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

- Letter of Intent; Railroad Crossings and Directional Horns and/or Quiet Zones – 05-12-15

### APPROVALS

<b>Submitted by:</b>	<b>Reviewed by:</b>	<b>Approved for Submittal to City Council:</b>
	<input type="checkbox"/> Exec. Dir. of Administrative Services	
John Maresh	<input type="checkbox"/> Asst. City Manager of Public Services	Robert Gracia
Assistant City Manager of Public Services	<input type="checkbox"/> City Attorney	City Manager
	<input type="checkbox"/> City Engineer	
	<input type="checkbox"/> (Other)	

### EXECUTIVE SUMMARY

This item has been included to allow for City Council discussion regarding participation with Fort Bend County and the City of Richmond on a project to implement directional horns and/or create “quiet zones” at certain railroad crossings. The attached Letter of Intent from County Commissioner Richard Morrison provides some basic detail of the proposed joint project and requests participation. The Letter of Intent is the first step necessary in order to initiate the process.

Staff is seeking direction and/or authorization for the City Manager to execute the Letter of Intent on behalf of the City.



## COMMISSIONER, PRECINCT 1

Fort Bend County, Texas

**RICHARD MORRISON**

Commissioner

May 12, 2015

(281) 344-9400

Fax (281) 342-0587

Teri Vela  
402 Morton  
Richmond, Tx 77469

Robert Gracia  
2110 4<sup>th</sup> Street  
Rosenberg, Tx 77471

Mandi Bronsell  
P.O.Box 1688  
Richmond, Tx 77469

RE: LETTER OF INTENT; RAILROAD CROSSINGS & DIRECTIONAL HORNS and/or QUIET ZONES

Ladies and Gentlemen:

Per our meeting on April 16, 2015, I am writing this letter to represent the above parties' intent to install 'directional horns' and/or 'quiet zones' at the locations listed on Exhibit A, attached hereto.

All parties agree that this *Letter of Intent* is a broad policy document and not a detailed agreement regarding the funding of the installations, the timing of the installations, the type of installations, or the locations of the installations. Each unit of government or governmental board will make these specific decisions for each installation.

The key factors for cooperation are funding for the design and construction of each intersection, insurance and maintenance. I propose that this funding be based on the proportional share of each participating entities' railroad crossing or crossing. Again, this is a broad policy and the specifics can be worked out.

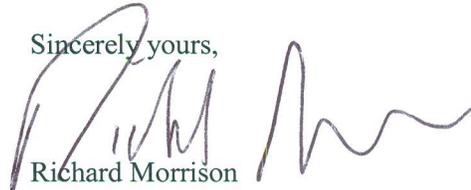
Finally, I believe that the West Fort Bend Management District should be in charge of the maintenance of the 'Zones.' They can contract with a maintenance company to perform the maintenance and the costs can be shared proportionately, but I'm not cemented to this idea either.

As explained in the meeting the design and construction will be less expensive if we stick to the corridor type approach. Attached as Exhibit B are preliminary cost numbers that my office has gathered. Again, these are for preliminary purposes only and to be used as guidance for budget planning purposes.

The County is willing to take the lead on hiring an experienced consultant to design and estimate cost for the different zones. We can begin as soon this letter is signed.

Thank you for your attention to this matter.

Sincerely yours,



Richard Morrison

---

Teri Vela  
City Manager  
City of Richmond

---

Robert Gracia  
City Manager  
City of Rosenberg

---

Mandi Bronsell  
Executive Director  
West Fort Bend Management District

## EXHIBIT A

### City of Richmond Crossings

- 2<sup>nd</sup> Street (UP)
- 4<sup>th</sup> Street (UP)
- 6<sup>th</sup> Street (UP)
- 8<sup>th</sup> Street (UP)
- 10<sup>th</sup> Street (UP)
- Myrtle/Douglas (UP)
- Collins/FM 3155 (UP)
- Private/Austin (BNSF)
- About 450 ft South of 90-A (BNSF)
- Centerpoint about .10 miles north of FM 1640 (BNSF)
- FM 1640 (BNSF)

### City of Rosenberg Crossings

- Huntington Road (BNSF)
- Walnut Street (BNSF)
- 3<sup>rd</sup> Street (BNSF & UP)
- Rawson Road (BNSF & UP)

### Fort Bend County Crossings

- Commercial Drive (BNSF)
- Brazos Center Blvd (BNSF)
- FM 2977 (BNSF)
- Benton Road (BNSF)

1-29-15

ESTIMATE OF COST AND TIME TO IDENTIFY AND COMPLETE THE PROJECT								
Crossing Number	Location on Hwy 762	City/County	Eqmnt & Instl Cost Estimate- Note 1	RR Charge Estimate-Note 2	Contingency +10%	Estimated Total Cost	Richmond Total	Fort Bend ETJ Total
022682X	FM 1640	Richmond	\$83,000	\$83,000	\$16,600	\$182,600	<b>\$182,600</b>	
022579K	Commercial Dr	Fort Bend ETJ	\$81,000	\$81,000	\$16,200	\$178,200		
022778H	Brazos Center Blvd	Fort Bend ETJ	\$81,000	\$81,000	\$16,200	\$178,200		
022678H	FM2977 (Minonite Rd)	Fort Bend ETJ	\$75,000	\$75,000	\$15,000	\$165,000		
022677B	Benton Rd	Fort Bend ETJ	\$75,000	\$75,000	\$15,000	\$165,000		
<b>Total</b>						\$869,000		<b>\$686,400</b>

Note 1: Cost estimate from Robert Albritton of Railroad Controls LTD, partnering with Quiet Zone Technologies

Note 2: James Turner, Sugar Land and Robert Albritton agree that a reasonable estimate of railroad charges is that they will be equal to equipment and installaton cost

Note 3: James Turner, Sugar Land, provided cost information on the work to be done at Easton and 90A, the crossing at the northern side of New Territory. The equipment and installation will be \$65k plus approximately \$6k miscellaneous road related items. He said sometimes more electrical work might be required that might add another \$5k. That might make a crossing like Easton cost approximately \$76K. Thats close to the estimates provided by Robert Albritton.

Note 4: ESTIMATED TIMETABLE from Robert Albritton. "I would generally expect the whole process to take 12 to 18 months. This will include the site survey, BNSF's time to generate an estimate for the interconnection, BNSF's time to write up a Wayside Horn Agreement for the Public Authority with jurisdiction over the roadway to enter into, installation and system cut-over".

Note 5: Estimated monthly recurring maintenance and inspection cost from Sugar Land is \$12k per year for annual inspections of 9 crossings. Sugar Land uses their own public works employees because the UP will not do this work. The \$12k does not include the cost of setting up a replacement parts inventory or the cost of parts used. James Turner says the first call for maintenance comes from UP when the engineer reports that the wayside horn is not working. When that happens the engineer blows the horn when he approaches the crossing.

Sources:

James Turner, City of Sugar Land, Public Works Manager, 281-275-2450

Robert Albritton, Railroad Controls LTD, Quiet Zone Technology, 1-817-820-6347

EX B



# CITY COUNCIL COMMUNICATION

May 26, 2015

ITEM #	ITEM TITLE
3	FY2016 Capital Improvement Plan Discussion
<b>ITEM/MOTION</b>	
Review and discuss Capital Improvement Plan priorities for FY2016, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

1. Status of FY2015 CIP Program
2. Proposed FY2016 CIP Program

**MUD #:** N/A

**APPROVALS**

**Submitted by:**

Joyce Vasut  
Executive Director of  
Administrative Services

**Reviewed by:**

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

g.m.

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This Agenda item provides City Council the opportunity to review the status of the FY2015 Capital Improvement Projects, as well as staff's recommendation for the FY2016 Capital Improvements Projects.

The Executive Director of Administrative Services will provide a brief summary and the funding status of the proposed Projects. Discussions may be held regarding the Projects listed and recommendations made to finalize the FY2016 Capital Improvement Projects to be approved by City Council at a future meeting.

## FY2015 CAPITAL IMPROVEMENT PROJECTS

### GENERAL/STREETS AND DRAINAGE PROJECTS

1. Airport Avenue – Phase Two
2. Bamore Road – Phase Four
3. Bryan Road
4. Drainage Improvements East of Lane Drive
5. Dry Creek Drainage Improvements
6. FM 2218 from I-69 to State Highway 36 (TxDOT)
7. Road Extension and Drainage - Rosenberg Business Park – Phase I
8. Seabourne Creek Drainage – Phase Three
9. Sidewalks – Replace/Removal of Existing
10. Spacek Road Improvements – Phase II
11. Traffic Signal at Reading Road and Town Center Boulevard
12. Traffic Signal for Reading Road at Spacek Road
13. US Highway 59/I-69 Expansion from FM 762 to Spur 10 (TxDOT)

### WATER AND WASTEWATER PROJECTS

14. Alternate Water Project (GRP)
15. Backup and Portable Generators for Utility System
16. FM 2977 Water Line Extension (GRP)
17. FM 2977 Water Storage Tank (GRP)
18. Lift Station No. 11 Replacement
19. North Side Water Improvements – Phase Two
20. Sanitary Sewer Pipe Bursting Project – Phase One
21. Spacek Road Sewer Lift Station
22. Spacek Road Sewer Line
23. Utility Adjustments for US 59/I-69 Project (TxDOT)
24. Utility Extensions to serve FM 2218 Rosenberg Business Park – Phase I
25. Utility Replacement/Relocation for Avenue H, Avenue I and Downtown

Substantially Complete (10)

Carry-Over to FY2016 (14)

Moved to FY2017 (1)



CITY OF ROSENBERG

Proposed  
FY2016 Capital  
Improvements Projects

## FY2016 CAPITAL IMPROVEMENT PROJECTS

---

### **GENERAL/STREETS AND DRAINAGE PROJECTS**

1. Airport Avenue – Phase Two
2. **Avenue C Connector from 8<sup>th</sup> Street to River Road**
3. **Bamore Road Connector to I-69**
4. Bryan Road
5. Dry Creek Drainage Improvements
6. FM 2218 from I-69 to State Highway 36 (TxDOT)
7. **Old Richmond Road/Jennetta Street and Avenue F Drainage**
8. Sidewalks – Replace/Removal of Existing
9. Spacek Road Improvements – Phase II
10. **State Highway 36 from I-69 to FM2218 (TxDOT)**
11. Traffic Signal at Reading Road and Town Center Boulevard
12. Traffic Signal for Reading Road at Spacek Road
13. US Highway 59/I-69 Expansion from FM 762 to **Beasley** (TxDOT)

### **WATER AND WASTEWATER PROJECTS**

#### ***Alternate Water Projects (GRP):***

14. **A Meyer Road/Benton Road/Rohan Road Waterline Extensions/Oversizing (GRP)**
15. **Chloramine Conversion System (GRP)**
16. FM 2977 Water Storage Tank (GRP)
17. **Water Line Extension and Connection from Bonbrook to Bridlewood (GRP)**
18. **Water Plant No. 8 (GRP)**

#### ***Other Water and Wastewater Projects:***

19. **North Side Water Improvements – Phase Three**
20. Spacek Road Sewer Lift Station
21. Spacek Road Sewer Line
22. Utility Adjustments for I-69 Improvement Project (TxDOT)
23. **WWTP 1A Collection System – Phase Two**

## Streets and Drainage Projects Summary

---

**Project Title:** Airport Avenue Project - Phase Two

**Project Number:** CP1502

**Bid Award:** N/A

**Department:** Public Works

**Staff:** Assistant City Manager  
Project Director

**Engineer:** Costello, Inc.

**Contractor:** N/A

**Cost Estimate:** \$4,736,000

**Authorized Funding:**

CO 2013 Bond Funds (Fund 422)	\$380,000
2013 County Mobility Funds (Fund 434)	\$2,200,000
CO 2014A Bond Funds (Fund 424)	<u>\$2,300,000</u>
Total	\$4,780,000

**Council Approval Date:** October 21, 2014 by Resolution No. R-1867

**Election District:** District 4

**Project Summary:** Phase One of the project reconstructed Airport Avenue from two (2) lanes with open roadside ditches into a three-lane concrete roadway with a continuous center left turn lane, concrete curb and gutter, sidewalk, and underground storm drainage system. Phase One from FM 2218 to Graeber Road has been completed.

Phase Two includes reconstructing Airport Avenue from Graeber Road to Louise Street.

**Supporting Documentation:** Resolution No. R-1867 (Engineering Services)

## Streets and Drainage Projects Summary

---

Project Title:	Avenue C Connector from 8 <sup>th</sup> Street to River Road
Project Number:	CP16__
Bid Award:	N/A
Department:	Public Works
Staff:	Assistant City Manager Project Director
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	TBD
Authorized Funding:	N/A
Council Approval Date:	N/A
Election District:	District 1
Project Summary:	This project would provide a connector to allow an additional access point to River Road. Residents along River Road only have one-way in and one-way out with an at-grade railroad crossing at Rawson Road near Old Richmond Road.
Supporting Documentation:	N/A

## Streets and Drainage Projects Summary

---

Project Title:	Bamore Road Connector to I-69
Project Number:	CP16__
Bid Award:	N/A
Department:	Public Works
Staff:	Assistant City Manager Project Director
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	TBD
Authorized Funding:	N/A
Council Approval Date:	N/A
Election District:	District 2
Project Summary:	This project would involve the connection of Bamore Road to I-69 on the south side of I-69 near the Cottonwood Subdivision (MUD 148). This would align with the new I-69 overpass over the Bamore Road intersection. The right-of-way for this project has been acquired by the City.
Supporting Documentation:	N/A

## Streets and Drainage Projects Summary

---

Project Title:	Bryan Road	
Project Number:	CP1103	
Bid Award:	N/A	
Department:	Public Works	
Staff:	Assistant City Manager Project Director	
Engineer:	Landtech Consultants, Inc.	
Contractor:	N/A	
Cost Estimate:	*See note below	
Authorized Funding:	CO 2010B Bond Funds (Fund 419)	\$772,530
	CO 2012 Bond Funds (Fund 420)	\$586,813
	CO 2013 Bond Funds (Fund 422)	\$736,934
	CO 2014A Bond Funds (Fund 424)	201,500
	County Mobility Funds (2007) (Fund 433)	\$1,100,000
	County Mobility Funds (2013) (Fund 433)	<u>\$4,700,000</u>
	Total	<u>\$8,097,777</u>
Council Approval Date:	March 19, 2013 by Resolution No. R-1634	
Election District:	District 4	
Project Summary:	Reconstruction from two (2) lane open ditch to four (4) lanes with concrete, curb and gutter, sidewalks, and storm drainage system. This project also includes: <ul style="list-style-type: none"><li>• Acquiring 100 foot right-of-way</li><li>• Realigning Bryan Road at FM 2218</li><li>• Constructing two new bridges over Dry Creek</li><li>• Replacing and upsizing the water and sanitary sewer lines</li></ul>	
	The Spacek Road Sewer Lift Station and Spacek Road Sewer Line projects will be done in conjunction with this project.	
Supporting Documentation:	Resolution No. R-1634 (Engineering Services)	

\*Landtech Consultants, Inc. is currently working on an updated cost estimate.

## Streets and Drainage Projects Summary

---

Project Title:	Dry Creek Drainage Improvements	
Project Number:	CP1405	
Bid Award:	N/A	
Department:	Public Works	
Staff:	Assistant City Manager City Engineer	
Engineer:	LJA, Inc.	
Contractor:	N/A	
Estimate Cost:	\$12,000,000	
Authorized Funding:	GO 2014 Bond Funds (Fund 415)	\$1,565,000
Council Approval Date:	November 20, 2012 by Resolution No. R-1578 August 02, 2011 by Resolution No. R-1350 October 19, 2010 by Resolution No. R-1231 March 02, 2010 by Resolution No. R-1125 October 27, 2009 by Resolution No. R-1052 December 18, 2007 (No resolution) March 20, 2007 (No resolution) August 05, 2014 by Resolution No. R-1825	
Election District:	District 3 and District 4	
Project Summary:	Update of drainage basin study has been completed. Improvements will focus on the regional detention facility and improvements to drainage channel to be completed over a multi-year period. City has purchased the property for the regional detention facility. LJA Engineering, Inc., has completed construction plans for the facility. Fort Bend Drainage District has provided improvements to the Dry Creek channel between Louise Street and Airport Avenue, as well as between Bryan Road and FM 2218. The regional detention basin control structure and the box culvert structures at Louise Street have been completed. The excavation of the regional detention basin is in progress.	
Supporting Documentation:	Resolution No. R-1578 Resolution No. R-1350 Resolution No. R-1231 Resolution No. R-1125 Resolution No. R-1052 LJA Change Order No. 1 - December 19, 2007 LJA Agreement - March 29, 2007 Resolution No. R-1825 (Construction contract)	

## Streets and Drainage Projects Summary

---

Project Title:	FM 2218 from I-69 to State Highway 36 (TxDOT)
Project Number:	N/A
Bid Award:	N/A
Department:	Public Works
Staff:	N/A
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	TBD
Authorized Funding:	TxDOT
Council Approval Date:	April 02, 2013 by Resolution No. R-1642
Election District:	District 2 and 4
Project Summary:	<p>This is a TxDOT funded project. The reconstruction will match the improvements north of I-69 with four (4) lanes and a median.</p> <p>On August 5, 2014, City council authorized staff to negotiate the dedication/donation of a strip of land to TxDOT for the creation of a turn-lane, a median cut and at least a three-lane entry/exit access point in the Seabourne Creek Park facility. If there are any additional improvements that would improve the safety and access to Seabourne Creek Regional Park, the City may be responsible for a portion of those costs.</p>
Supporting Documentation:	Resolution No. R-1642 (City Transportation Priorities)

## Streets and Drainage Projects Summary

---

Project Title:	Old Richmond Road/Jennetta and Avenue F Drainage	
Project Number:	CP1305	
Bid Award:	N/A	
Department:	Public Works	
Staff:	Assistant City Manager City Engineer	
Engineer:	CivilCorp	
Contractor:	N/A	
Cost Estimate:	\$3,052,000 (includes engineering and construction)	
Authorized Funding:	CO 2013 Bond Fund (422)	\$500,000
Council Approval Date:	October 15, 2013 by Resolution No. R-1705 January 20, 2015 by Resolution No. R-1898	
Election District:	District 1	
Project Summary:	<p>This project includes reconstructing the existing roadway by removing the existing asphalt pavement and base and replacing with a 24 foot wide concrete pavement section from 8th Street to Lane Drive. The improvements include the addition of at least one turn lane and the potential need for additional right-of-way. Drainage system improvements will include open ditches with no sidewalks, curb or gutter.</p> <p>This cost estimate includes engineering and construction costs. Right-of-way costs are not included.</p>	
Supporting Documentation:	Resolution No. R-1705 - October 15, 2013 (County Request) Resolution No. R-1898 - January 20, 2015 (Engineering Contract)	

## Streets and Drainage Projects Summary

---

Project Title:	Sidewalks - Replace/Removal of Existing	
Project Number:	CP1315	
Bid Award:	N/A	
Department:	Public Works	
Staff:	Public Works Director Project Director	
Engineer:	N/A	
Contractor:	N/A	
Cost Estimate:	\$1,200,000	
Authorized Funding:	CO 2013 Bond Fund (Fund 422)	\$327,007
Council Approval Date:	July 1, 2014 by Resolution No. R-1812	
Election District:	City-wide	
Project Summary:	Established a program to repair and replace existing sidewalks. Develop project scope and complete Phase I.	
Supporting Documentation:	Resolution No. R-1812 (Pedestrian System Maintenance Program)	

## Streets and Drainage Projects Summary

---

Project Title:	Spacek Road Improvements - Phase Two		
Project Number:	CP1212		
Bid Award:	N/A		
Department:	Public Works		
Staff:	Assistant City Manager Project Director		
Engineer:	Landtech Consultants, Inc		
Contractor:	N/A		
Cost Estimate:	*See Note Below		
Authorized Funding:	County Mobility 2007 Reimbursement (Fund 431)		\$504,578
	County Mobility (Mud 144) (Fund 431)		\$151,725
	County Mobility 2007 Available (Fund 431)		<u>\$968,392</u>
	Total		\$1,633,695
Council Approval Date:	N/A		
Election District:	District 4		
Project Summary:	In conjunction with Bryan Road, Spacek Road will be reconstructed from two (2) lane open ditch to four (4) lanes with concrete roadway, concrete curb and gutter, sidewalks, and underground storm drainage system. Phase two includes, reconstructing Spacek Road from Bryan Road to the northern end of the Oaks of Rosenberg subdivision. Replacing and upsizing the water and waste water lines will occur in conjunction with this road improvement project.		
Supporting Documentation:	N/A		

\*Landtech Consultants, Inc is currently working on an updated cost estimate.

## Streets and Drainage Projects Summary

---

Project Title:	State Highway 36 from I-69 to FM2218 (TxDOT)
Project Number:	N/A
Bid Award:	N/A
Department:	Public Works
Staff:	Assistant City Manager
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	N/A
Authorized Funding:	TxDOT
Council Approval Date:	April 15, 2014 by Resolution No. R-1782
Election District:	District 2
Project Summary:	This is a TxDOT funded project. The proposed improvements include four-lanes with raised concrete median. City properties (Civic Center and Seabourne Creek Regional Park) may be impacted by the additional right-of-way needed. City water and wastewater utility line adjustments will be required at the full expense of the City.
Supporting Documentation:	Resolution No. R-1782 (Right-of-Way Entry)

## Streets and Drainage Projects Summary

---

Project Title:	Traffic Signal at Reading Road and Town Center Boulevard	
Project Number:	CP1503	
Bid Award:	N/A	
Department:	Public Works	
Staff:	Assistant City Manager Public Works Director	
Engineer:	N/A	
Contractor:	N/A	
Cost Estimate:	\$230,750	
Proposed Funding:	Developer (Fund 410)	\$115,375
	City of Rosenberg/RDC (Fund 225)	<u>\$115,375</u>
		\$230,750
Council Approval Date:	September 21, 2010	
Election District:	District 1 and 4	
Project Summary:	Per the development agreement between the City of Rosenberg and 16 Rose LTD, the City is required to install a traffic signal at the intersection of Town Center Boulevard and Reading Road. The Developer agrees to pay fifty percent (50%) of the engineering and construction cost. The Developer is required to make a payment to the City before additional Certificates of Occupancy are issued for the tract. The City Shall construct the traffic signal within 180 days of receiving the payment.	
Supporting Documentation:	Resolution No. R-1214 (Development Agreement)	

## Streets and Drainage Projects Summary

---

Project Title:	Traffic Signal for Reading Road at Spacek Road
Project Number:	N/A
Bid Award:	N/A
Department:	Public Works
Staff:	Assistant City Manager City Engineer
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	\$350,000
Proposed Funding:	N/A
Council Approval Date:	April 02, 2013 by Resolution No. R-1642
Election District:	District 4
Project Summary:	<p>I-69 improvements including additional lanes and new interchanges is underway. Phase One includes improvements from Spur 10 to south of Reading Road. Phase Two is from south of Reading Road to State Highway 99 (Grand Parkway).</p> <p>At the completion of the I-69/Reading Road interchange reconstruction or with the addition of new development, the City will need to evaluate the traffic impacts at the Reading Road and Spacek Road intersection to determine the proper traffic signal improvements.</p>
Supporting Documentation:	Resolution No. R-1642 (City Transportation Priorities)

## Streets and Drainage Projects Summary

---

Project Title:	US Highway 59/I-69 Expansion from FM 762 to Beasley (TxDOT)
Project Number:	N/A
Bid Award:	N/A
Department:	Public Works
Staff:	Assistant City Manager
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	N/A
Proposed Funding:	TxDOT
Council Approval Date:	April 02, 2013 by Resolution No. R-1642 June 17, 2014 by Resolution No. R-1806
Election District:	District 2 and 4
Project Summary:	<p>This TxDOT project includes reconstructing US Highway 59 to Interstate 69 standards with additional lanes and new interchanges.</p> <p>Phase One includes improvements from Spur 10 to Reading Road.</p> <p>Phase Two is from Reading Road to FM 762.</p> <p>Phase Three is from Spur 10 to Beasley</p> <p>TxDOT will provide funding for engineering design and construction. The City will be responsible for the relocation of City utilities in Phase I and Phase II; however, cost for utility relocation will be reimbursed by TxDOT. Phase I and Phase II are currently under construction.</p>
Supporting Documentation:	Resolution No. R-1642 (City Transportation Priorities) Resolution no. R-1806 (Local Enhancements)

## Water/Wastewater Fund Projects Summary

---

Project Title:	Alternate Water Project (GRP)
Project Number:	N/A
Department:	Water/Wastewater
Staff:	City Manager Assistant City Manager City Engineer
Cost Estimate:	
Proposed Funding:	GRP Fund (Fund 520) Future Bond Issues supported by Subsidence Fees
Council Approval Date:	August 3, 2010
Election District:	City-wide / ETJ
Project Summary:	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg to reduce groundwater withdrawal by 30% of total water demand by October 1, 2016. The City has executed a contract with the Brazosport Water Authority (BWA) to purchase treated surface water from BWA. BWA will construct a pipeline to transport the water from the BWA surface water plant to the City's Water Plant No. 8.</p> <p>Additional improvements to Rosenberg's water distribution system will be necessary. Additional projects may include but are not limited to:</p> <ol style="list-style-type: none"><li>1. A Meyer Road/Benton Road/Rohan Road Waterline Extensions/Oversizing</li><li>2. Chloramine Conversions for Water Plants No. 2, No. 3, No. 4, No. 5, and No. 6.</li><li>3. FM 2977 Water Line Extension - (Substantially Complete)</li><li>4. FM 2977 Elevated Water Storage Tank</li><li>5. Water Line Extension and Connection from Bonbrook Subdivision to Bridlewood Subdivision</li><li>6. Water Plant No. 8 Improvements</li></ol> <p>The mandate further requires that groundwater withdrawal be reduced by 60% of total water demand by 2025.</p>
Supporting Documentation:	Resolution No. R-1157 - August 3, 2010 (GRP Agreement) Resolution No. R-1482 - May 1, 2012 (GRP Amendment) Resolution No. R-1844 - August 19, 2014 (BWA Letter of Intent) Resolution No. R-1869 - October 21, 2014 (GRP Amendment) Resolution No. R-1884 - December 2, 2014 (BWA Contract) Resolution No. R-1919 - February 3, 2015 (BWA Amendment) Resolution No. R-1947 - April 7, 2015 (Waiving Cancellation Option)

## Water/Wastewater Fund Projects Summary

---

Project Title:	A Meyer Road/Benton Road/Rohan Road Waterline Extensions/ Oversizing (GRP)
Project Number:	N/A
Bid Award:	N/A
Department:	Water/Wastewater
Staff:	Assistant City Manager City Engineer
Engineer:	Jones and Carter, Inc.
Contractor:	N/A
Cost Estimate:	\$953,000
Proposed Funding:	GRP Fund (Fund 520)
Council Approval Date:	August 26, 2014 by Resolution No. R-1845
Election District:	District 4 / ETJ
Project Summary:	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg to reduce groundwater withdrawal by 30% of total water demand by October 1, 2016.</p> <p>Additional improvements to Rosenberg's water distribution system will be necessary. This improvement is necessary to transport the treated surface water from Water Plant No. 8 to the current water distribution system. The extensions of the water lines on A Meyer Road, Benton Road and Rohan Road are being constructed by MUD 184 as part of their infrastructure improvements, the City is providing funding to upsize the water line.</p> <p>The mandate further requires that groundwater withdrawal be reduced by 60% of total water demand by 2025.</p>
Supporting Documentation:	Resolution No. R-1845 (MUD 184 Utility Agreement)

## Water/Wastewater Fund Projects Summary

---

Project Title:	Chloramine Conversion System (GRP)	
Project Number:	CP1513	
Bid Award:	N/A	
Department:	Water/Wastewater	
Staff:	Assistant City Manager City Engineer	
Engineer:	Jones & Carter, Inc.	
Contractor:	N/A	
Cost Estimate:	TBD	
Proposed Funding:	GRP Fund (Fund 520)	\$1,171,500
Council Approval Date:	April 7, 2015 by Resolution No. R-1952	
Election District:	City-wide	
Project Summary:	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg to reduce groundwater withdrawal by 30% of total water demand by October 1, 2016.</p> <p>Additional improvements to Rosenberg's water distribution system will be necessary. To effectively blend the chloramine-treated surface water from the Brazosport Water Authority (BWA), it is necessary to convert the existing free chlorine disinfection system to a chloramine disinfection system at all of the City groundwater plants.</p>	
Supporting Documentation:	Resolution No. R-1952 (Engineering Services)	

## Water/Wastewater Fund Projects Summary

---

Project Title:	FM 2977 Water Storage Tank (GRP)	
Project Number:	CP1504	
Bid Award:	N/A	
Department:	Water/Wastewater	
Staff:	Assistant City Manager City Engineer	
Engineer:	Jones & Carter, Inc.	
Contractor:	N/A	
Cost Estimate:	\$3,587,200(Includes engineering and construction)	
Proposed Funding:	FM 2977 Water Improvements (Fund 523)	\$3,151,000
Council Approval Date:	October 21, 2014 by Resolution No. R-1868	
Election District:	District 4	
Project Summary:	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg to reduce groundwater withdrawal by 30% of total water demand by October 1, 2016.</p> <p>Additional improvements to Rosenberg’s water distribution system will be necessary. This improvement will construct a 1.5 million gallon elevated storage tank behind Fire Station No. 3 to provide required storage capacity within the water distribution system.</p>	
Supporting Documentation:	Resolution No. R-1868 (Engineering Services)	

## Water/Wastewater Fund Projects Summary

---

Project Title: Water Line Extension and Connection from Bonbrook to Bridlewood (GRP)

Project Number: CP16\_\_

Bid Award: N/A

Department: Water/Wastewater

Staff: City Engineer  
Assistant City Manager

Engineer: N/A

Contractor: N/A

Cost Estimate: N/A

Authorized Funding: N/A

Council Approval Date: N/A

Election District: District 4 / ETJ

Project Summary: The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg to reduce groundwater withdrawal by 30% of total water demand by October 1, 2016.

The construction of the water line extension is necessary to interconnect the private water utility system that serves Bridlewood with groundwater. The connection would fully convert Bridlewood to blended surface and groundwater supply from the City.

Supporting Documentation: N/A

## Water/Wastewater Fund Projects Summary

---

Project Title:	Water Plant No. 8 (GRP)	
Project Number:	CP15-12	
Bid Award:	N/A	
Department:	Water/Wastewater	
Staff:	City Engineer Assistant City Manager	
Engineer:	Jones & Carter, Inc.	
Contractor:	N/A	
Cost Estimate:	\$5,233,000	
Authorized Funding:	GRP Projects Fund (Fund 520)	\$5,233,000
Council Approval Date:	April 7, 2015 by Resolution No. R-1951	
Election District:	ETJ	
Project Summary:	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg to reduce groundwater withdrawal by 30% of total water demand by October 1, 2016.</p> <p>The construction of Water Plant No. 8 is necessary for the City to take delivery of the treated surface water that will be provided by the Brazosport Water Authority. The water will be stored and pumped into the City's water distribution system from this facility. Water Plant No. 8 will be located within the boundaries of Fort Bend County Municipal Utility District No. 184 located along A. Meyer Road, between Burdett Road and Benton Road. MUD No. 184 previously agreed to convey a 3-acre water plant site to the City.</p> <p>An Engineering Services Agreement for Water Plant No. 8 has been executed with Jones and Carter, Inc.</p>	
Supporting Documentation:	Resolution No. R-1951 (Engineering Services)	

## Water/Wastewater Fund Projects Summary

---

Project Title: North Side Water Improvements Phase Three

Project Number: CP16\_\_

Bid Award: N/A

Department: Water/Wastewater

Staff: Assistant City Manager  
Project Director

Engineer: Kelly Kaluza & Associates, Inc.

Contractor: N/A

Cost Estimate: \$350,000

Authorized Funding:	CDBG (Fund 216)	\$300,000
	City Match/WWW Fund (Fund 501)	<u>\$50,000</u>
	Total	\$350,000

Council Approval Date: March 17, 2015 by Resolution no. R-1936

Election District: District 1

Project Summary: This project would continue replacement of the water distribution system on the North side of Rosenberg. This proposed project will be Phase III of a water infrastructure project originally approved by CDBG for funding in 2005 to improve potable water service and improve fire protection to the north side of Rosenberg. This rehabilitation project will offer relief of a long-standing deficiency in the City's infrastructure.

City will be required to match for engineering services and a portion of the construction costs in FY2016 Budget.

Supporting Documentation: Resolution No. R-1936 (Application Submission)

## Water/Wastewater Fund Projects Summary

---

Project Title:	Spacek Road Sewer Lift Station	
Project Number:	CP1408	
Bid Award:	N/A	
Department:	Water/Wastewater	
Staff:	Assistant City Manager Utilities Director City Engineer	
Engineer:	N/A	
Contractor:	N/A	
Cost Estimate:	TBD	
Proposed Funding:	Bryan/Spacek Road Impact Fee Fund (Fund 516)	\$300,000
Council Approval Date:	N/A	
Election District:	District 4	
Project Summary:	As development such as Brazos Town Center Phase Two and MUD No. 144 (Waterford Park) continues in this area, the existing facilities will reach capacity and have to be expanded. Development of the outlet mall project will also impact the lift station capacity.  Development agreement fees have paid approximately \$380,000 towards this project. This project will need to be coordinated with the Bryan Road project.	
Supporting Documentation:	N/A	

## Water/Wastewater Fund Projects Summary

---

Project Title:	Spacek Road Sewer Line	
Project Number:	CP1506	
Bid Award:	N/A	
Department:	Water/Wastewater	
Staff:	Assistant City Manager Utilities Director City Engineer	
Engineer:	N/A	
Contractor:	N/A	
Cost Estimate:	TBD	
Proposed Funding:	Spacek Rd. Sewer Improvements (Fund 509)	\$1,100,000
Council Approval Date:	N/A	
Election District:	District 4	
Project Summary:	The existing sewer lines that serve Brazos Town Center Phase Two, MUD No. 144, and Spacek Road corridor are no longer adequate. With the continuation of new development, the existing line will exceed capacity and will need to be upgraded. This improvement will be implemented with road improvements to Bryan Road and Spacek Road. MUD contributions are available to assist this project.	
Supporting Documentation:	N/A	

## Water/Wastewater Fund Projects Summary

---

Project Title:	Utility Adjustments for I-69 Project (TxDOT)
Project Number:	CP1508, CP1510 and CP1511
Bid Award:	N/A
Department:	Water/Wastewater
Staff:	Assistant City Manager
Engineer:	N/A
Contractor:	N/A
Cost Estimate:	N/A
Proposed Funding:	TxDOT
Council Approval Date:	September 2, 2014 by Resolution No. R-1852 September 2, 2014 by Resolution No. R-1853 January 20, 2015 by Resolution No. R-1899
Election District:	District 2 and 4
Project Summary:	<p>The reconstruction of US Highway 59 to interstate standards will require utility relocations. The City will be responsible for some of the utility relocations but the cost will be reimbursed by TxDOT.</p> <p>The majority of the water and sanitary sewer line relocations have been included in the TxDOT construction contract, with the exception of one large diameter sanitary sewer line that is adjacent to but outside the proposed TxDOT right-of-way. A formal utility agreement has been executed by the City and is currently awaiting execution by TxDOT. This project, CP1508 - Sanitary Sewer Relocation (Bamore to Fairgrounds), is ready for construction and all costs will be reimbursed by TxDOT.</p> <p>Two other projects, CP1510 - I-69 Utility Adjustments (Spur 10 to Reading Road) and CP1511 - I-69 Utility Adjustments (Reading Road to FM 762), are the responsibility of TxDOT. However, the City will have some expenses associated with these projects that will also be reimbursed by TxDOT. Construction is in progress for these two projects.</p>
Supporting Documentation:	Resolution No. R-1852 (TxDOT Utility Agreement) Resolution No. R-1853 (TxDOT Utility Agreement) Resolution No. R-1899 (Construction Contract)

## Water/Wastewater Fund Projects Summary

---

Project Title: Wastewater Treatment Plant 1A Collection System - Phase Two

Project Number: CP\_\_\_\_\_

Bid Award: N/A

Department: Water/Wastewater

Staff: Assistant City Manager  
Project Director

Engineer: Kelly Kaluza & Associates, Inc.

Contractor: N/A

Cost Estimate: \$5,000,000

Funding: Proposed Certificates of Obligation

Council Approval Date: N/A

Election District: District 1

Project Summary: This project will continue replacement of the aging sanitary sewer collection system in the Wastewater Treatment Plant# 1A service area. Lift Station No. 2 (Fiesta) will also require reconstruction in this phase. This area has been experiencing issues with stoppages due to deteriorated, collapsed or missing pipe and inflow and infiltration during rainfall events. These improvements are necessary to maintain compliance with TCEQ regulations.

Supporting Documentation: N/A



# CITY COUNCIL COMMUNICATION

May 26, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>4</b>	<b>Blue Ribbon Facilities Task Force Report Discussion</b>
<b>ITEM/MOTION</b>	
Review and discuss the Blue Ribbon Facilities Task Force report on City facilities, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:**N/A

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

**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1885 – 01-06-15
2. City Council Meeting Minute Excerpt – 01-06-15
3. City Council Meeting Minute Excerpt – 11-25-14

**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
- City Attorney
- City Engineer
- (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

At the November 25, 2014 City Council Workshop Meeting, the City Council directed staff to form a Blue Ribbon Facilities Task Force (Task Force) in order for the City to receive citizen input regarding the Facilities Master Plan Project. The City Council formally established the Task Force and appointed its members at the Regular City Council Meeting on January 06, 2015, via Resolution No. R-1885.

The Task Force met seven (7) times between January 13, 2015, and April 13, 2015. One of the first tasks the Task Force tackled was a tour of the City's current main facilities and work areas. The subsequent meetings primarily consisted of presentations regarding existing conditions, space data analysis, and options for meeting future space needs by the architectural firm (PGAL) hired to work with the City to create the Master Plan. The Task Force considered the most efficient and cost effective means by which to provide the space necessary to serve residents in a fast-growing City.

The Task Force chairman, Dr. Dan Ives, will present the findings and priorities as determined by the Task Force members.

RESOLUTION NO. R-1885

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, REGARDING THE APPOINTMENT OF A BLUE RIBBON FACILITIES TASK FORCE TO ASSIST WITH THE DEVELOPMENT OF A FACILITIES MASTER PLAN TO ADDRESS THE CITY'S CURRENT AND FUTURE FACILITY AND SPACE REQUIREMENTS.

\* \* \* \* \*

**WHEREAS**, the City Council deems it necessary and proper and in the best interest of the City to address current and future infrastructure and space needs through the development and implementation of a Facilities Master Plan; and,

**WHEREAS**, said Facilities Master Plan will evaluate and establish a framework to analyze and make recommendations associated with the City's current building and infrastructure configurations along with long-term building occupancy needs, and potential financial requirements to address same; and,

**WHEREAS**, the Blue Ribbon Facilities Task Force will investigate, evaluate, and assist with the development of a Facilities Master Plan to address future organizational objectives and financial obligations that may arise from said facility and infrastructure improvements; now, therefore,

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

Section 1. The City Council of the City of Rosenberg hereby establishes the Blue Ribbon Facilities Task Force.

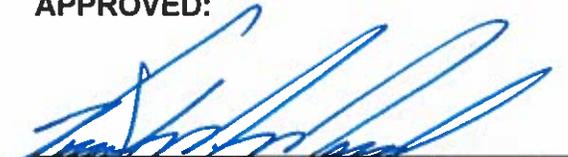
Section 2. Said Blue Ribbon Facilities Task Force is to be comprised of individuals named in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 6<sup>th</sup> day of January 2015.

ATTEST:

APPROVED:

  
Linda Gernosek, CITY SECRETARY

  
Vincent M. Morales, Jr., MAYOR

**Blue Ribbon Facilities Task Force**

---

1. Theresa Bailey
2. Mable Buford
3. C.T. Foster
4. Ted Garcia
5. Christy Hawkins
6. Dan Ives
7. Fran Naylor
8. Pete Pavlovsky
9. Wayne Poldrack
10. James Urbish
11. Lupe Uresti
12. Lisa Wallingford
13. Robert Wolter
14. George Zepeda

F. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1885, A RESOLUTION REGARDING THE APPOINTMENT OF A BLUE RIBBON FACILITIES TASK FORCE TO ASSIST WITH THE DEVELOPMENT OF A FACILITIES MASTER PLAN TO ADDRESS THE CITY'S CURRENT AND FUTURE FACILITY AND SPACE REQUIREMENTS.**

**Executive Summary:** Pursuant to conversations held during the November 25, 2014 City Council Workshop, staff recommends approval of Resolution No. R-1885. The Resolution will name the participants that have agreed to serve on the City's Blue Ribbon Facilities Task Force.

Once established, the Task Force will begin its work in support of the City's ongoing efforts to address current and future space needs through the development of a Facilities Master Plan.

Mayor Morales stated that Consent Agenda Item E. will be pulled at the developer's request.

**Action:** Councilor McConathy made a motion, seconded by Councilor Grigar to approve Consent Agenda Items A, B, C, D, and F. The motion carried by a unanimous vote of those present.

**REGULAR AGENDA**

2. **HOLD EXECUTIVE SESSION TO CONSULT WITH CITY ATTORNEY ON PENDING OR CONTEMPLATED LITIGATION REGARDING ROSENBERG V. HARWIN EXCHANGE CENTER EMINENT DOMAIN PROCEEDINGS PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.**

**Action:** Councilor McConathy made a motion, seconded by Councilor Benton to adjourn to Executive Session. The motion carried by a unanimous vote of those present.

An Executive Session was held to consult with City Attorney on pending or contemplated litigation regarding Rosenberg v. Harwin Exchange Center eminent domain proceedings pursuant to Section 551.071 of the Texas Government Code.

3. **ADJOURN EXECUTIVE SESSION, RECONVENE INTO REGULAR SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**

The Executive Session was adjourned and the meeting was reconvened into Regular Session at 7:27 p.m.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to settle the eminent domain proceedings with Harwin Exchange Center not to exceed \$21,000, plus closing costs and legal fees. The motion was approved by a unanimous vote of those present.

4. **ANNOUNCEMENTS.**

There were no announcements.

5. **ADJOURNMENT.**

There being no further business, the meeting adjourned at 7:29 p.m.

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

## AGENDA

### 1. REVIEW AND DISCUSS A FACILITIES MASTER PLAN PROJECT UPDATE FROM PAUL BONNETTE OF PGAL AND THE PROPOSED CREATION OF A BLUE RIBBON TASK FORCE FOR FACILITIES, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

**Executive Summary:** Paul Bonnette of PGAL will provide a project update on the Rosenberg Facilities Master Plan study. Staff will also review and discuss the potential creation of a Blue Ribbon Task Force for Facilities and receive City Council direction regarding said Task Force.

#### **Key discussion points:**

- Paul Bonnette and Jeff Gerber with PGAL were present to update Council on the Facilities Master Plan Project. They reviewed fifteen (15) buildings, met with each department and representatives of the staff to discuss their future facilities needs. They plan to develop scenarios on how the buildings can be utilized and develop budgets for each scenario.
- Paul Bonnette gave a PowerPoint depicting the future growth of Rosenberg and stressed the importance of the City allowing for future growth. He showed the various facilities locations and the primary maintenance and space issues.
- The following facilities were discussed:
- City Hall was built in 1980 – 16,710 square feet – several ADA issues; inadequate space; HVAC distribution inadequate.
- City Hall Annex built in 1980 - 3,840 square feet – former church purchased by the City to office staff; has structural issues with slab; parking lot has cracks; cracking in brick, etc.; does not meet ADA requirements; lack of storage space; break room has two different types of flooring; conference room holds the plotter. Most of work spaces are cubicles. The HVAC system was not moved when the walls were moved; no hot water in building.
- Civic Center built in 2000 – 17,000 square feet. Some room for growth around the Civic Center. Houses the Civic Center functions and parks. The sealant needs to be replaced in all joints in the building; some evidence of water infiltration in the front storage closet. Minor roof leaks that have been repaired. The customer service area only accommodates one person at a time.
- Fire Administration Building (leased building) – under 3,000 square feet. Space is not adequate for function. Front entrance does not meet ADA requirements. Not a good long term facility for City.
- Fire Station #1 – built in 1951. Parking is an issue; bays do not accommodate the latest fire apparatus; exterior of building has cosmetic issues; one restroom on the second floor-does not meet ADA requirements; storage is an issue.
- Fire Station #2 – 10,936 square foot – built in 2002. Fueling station in the rear of the building; (single story building). Beginning to show signs of general maintenance: minor cracking in slab; minor roof repair needed. Some water damage to ceiling tiles due to prior HVAC issues. One room had some evidence of mildew in ceiling tile. Women's restroom is being used for storage.
- Fire Station #3 – 8400 square feet – built in 2013. Has emergency generator, adequate office space. Building in very good condition.
- Fleet Maintenance Facility – 4,000 square foot – not sure what year it was built. Has 4 bays and a fueling station in rear. Streets Department is also located nearby. Bays are not adequate to service fire department vehicles; floors are concrete, but need to be resurfaced. Has an emergency generator and one bay has a pit. Not enough parking for staff, so they park near the fueling station which is dangerous; restroom does not meet ADA requirements.
- Street Facility – built sometime in the 1930's – 6,000 square feet. Some damage to exterior of the metal siding of building. Contains sign shop/street dept office/break area. The one restroom is in very poor condition and does not meet ADA requirements. No outside parking area.
- Parks Department – 12,650 square feet – built around 1950's. Former recreational area and National Guard Building. Large indoor area for equipment; houses City record storage; minor repairs need to be made to building.
- Police Department – 15,000 square feet – built in 1995. Building being utilized at capacity. Minor cosmetic issues

- Utilities Waste Water Plant 1A – shops building behind the building. Office is on other side of a high velocity chlorine pump and there is a safety concern. Building is being used beyond capacity-no office space. A lot of expensive equipment stored in building and concerned about security of equipment. Shops Area-not good for record storage.
- Waste Water Plant 2 – 1200 square feet – built in 1972. Concrete and brick structure. Cosmetic issues-there is some unutilized storage space. Restrooms do not meet ADA requirements. There are some office and lab spaces in this building.
- Water Plant 3 – small building 830 square feet – Grunwald Heights Boulevard; some office space within this building; fair condition.
- Water Plant 4 – small building – equipment and pumps stored in building; fair condition.
- City departments are spread out and inefficient with fueling stations, etc.
- Modifications have been made to facilities without making changes to HVAC system, etc.
- Perception to outside visitors is not attractive to attracting new businesses, etc.
- Records are being held in insecure areas.
- As City expands to south and west, new fire facilities will be needed to accommodate those areas.
- A Blue Ribbon Committee will need to be formed; budgets will need to be developed.
- Councilor Euton asked about when the trigger is to comply to the Americans with Disabilities Act (ADA) requirements? Paul Bonnette answered the ADA requirements are triggered on an old or existing building when improvements or renovations to a building are done.
- Councilor Pena stated everyone noticed these buildings were in bad shape. The records storage space will probably not withstand bad weather. Are the fire stations classified as "hardened" areas? Does the Police Station meet that requirement? We obviously need some decent facilities to solve some of these issues. I hope the Blue Ribbon Task Force for Facilities will keep in mind the growth and also the expanded personnel that will come with the growth.
- Councilor Grigar was surprised there is no hot water at several of the facilities. When do these general maintenance issues need to be addressed? It is good we are starting to get a plan in place.
- Jeff Trinker explained there was never a designated person and recently a Building Maintenance person has been hired to be more proactive rather than reactive. We will hire a second person to assist him. We will not be able to fix decades of neglected maintenance issues overnight.
- Councilor Barta stated she cannot believe the lack of maintenance over the years that should have been done thirty years ago.
- Robert Gracia stated he selected the Blue Ribbon Task Force from previous applications and a varied list. All of the recommended people are willing to be on the task force.
- Councilor Benton asked if the Comprehensive Plan Study is the same study as the Facilities Master Plan Study, which is a separate study. He expressed concern with the records, the fire administration being in a leased building; the mildew, centralization of facilities, concern with not advertising for committee.
- Robert Gracia was looking at the efficiency of appointing the Blue Ribbon Task Force, and if Council wants to appoint another person, they can serve. Robert Gracia asked that Council appoint the proposed list of members and Council can add additional members.
- Councilor McConathy stated enough has been said about the perception of the public as they come into the facilities and the type of services we can provide. I am excited we are doing some short term of the building maintenance and growing into some newer facilities. With the anticipated growth, we need to think long range. Fire Station 4 will be a Capital Improvement Project (CIP) item to accommodate the high winds, and Emergency Operations Center (EOC), and records storage.
- Mayor Morales stated what we were shown tonight is what presently exists. In the short time frame, we may need to add a portable building(s). The long term solutions will be Fire Station No. 4 and a new City Hall.
- Jeff Trinker stated there are long term issues and a gap that we will need to address in the facility issues.
- Mayor Morales suggested that Council appoint the recommended people tonight and if someone else is willing to serve, Council can then appoint additional interested people. The Mayor

suggested not going over 10-15 people on the Task Force.

- The directive to staff was to appoint the following members to the Blue Ribbon Task Force for Facilities (other applicants approved by Council can be added at a later date): Dan Ives; James Urbish; Pete Pavlovsky; Teresa Bailey; Lupe Uresti; Lisa Wallingford; Robert Wolter; Christy Hawkins; Ted Garcia; C.T. Foster; and Mable Buford. Any additional recommendations will be brought back for Council's approval.

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

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

The Contract was initially awarded to Bio Landscape & Maintenance, Inc., on February 05, 2013, for a one (1) year term with the option to renew for two (2) additional one (1) year terms. The first one-year Contract extension was approved by City Council on December 17, 2013, and will expire on March 01, 2015. Therefore, the Contract has one (1) remaining, one (1) year option to renew at the discretion of the City. This particular Contractor has provided these mowing services to the City since November 01, 2010, and has performed in an acceptable manner. At this time, staff is recommending the Contract term be extended for the second one (1) year option, effective March 01, 2015, through March 01, 2016.

**Key discussion points:**

- John Maresh, Assistant City Manager of Public Services read the Executive Summary.
- The general consensus of Council was to move forward with the extension on the contract.
- Scott Tschirhart, City Attorney stated if Council renews the contract extension to renew it with the addition of the contract rider.
- John Maresh stated it will be brought back to Council at the December 16, 2014 Council Meeting with the rider and will be approved at that time.
- No action was taken on the item.

3. **REVIEW AND DISCUSS THE FY2015 STREET SWEEPING CONTRACT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** This item has been included to offer City Council an opportunity to discuss the 2015 Street Sweeping Contract. Per the FY2015 budget approval process, staff has prepared a base street sweeping list, which is the list approved by City Council in 2014 for the onetime per month sweeping service. An alternate list of streets for areas that generate large amounts of leaves during the fall and winter months has also been prepared. If approved, these streets would receive an additional street sweeping cycle to help minimize the leaf accumulations. This would typically occur during the months of November through January, with an option for February as determined by the City.

Staff recommends obtaining bids for the monthly street sweeping services as described above for a one (1) year term. The bid proposal would be placed on a future City Council meeting Agenda for consideration and award.

**Key discussion points:**

- How long does it typically take the street sweeper to sweep the entire City? Typically, two weeks.
- It was recommended to give the second street sweep as an alternate bid option.
- Council recommended a quality job with possibly one sweeper passing after the other.
- What is the solution for the compression area such as on Avenue G where the street is higher than the gutter? John Maresh answered the asphalt on the street would have to be milled down and redone. The older curbs may be rolling back also and may need to be recurbed.
- This item will be brought back to Council.

# **ITEM 5**

**Adjournment.**