

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, June 24, 2014

TIME: 6:00 p.m.

PLACE: Rosenberg City Hall
City Hall Council Chamber
2110 4th Street
Rosenberg, Texas 77471

PURPOSE: City Council Workshop Meeting, agenda as follows:

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

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

Call to order: City Hall Council Chamber

AGENDA

1. Review and discuss presentation regarding a proposed convention center facility/multi-use arena at the Fort Bend County Fairgrounds, and take action as necessary to direct staff. (Malik)
2. Review and discuss scope of Comprehensive Plan Update Project, and take action as necessary to direct staff. (Tanner)
3. Review and discuss proposed traffic calming policies, and take action as necessary to direct staff. (Maresh/Kalkomey)
4. Review and discuss Street Sweeping Services, and take action as necessary to direct staff. (Trinker)
5. Review and discuss Rosenberg's Janitorial and Mosquito Control Services Contracts for FY2015, and take action as necessary to direct to staff. (Trinker)
6. Review and discuss the Business Assistance Grant Program Guidelines and Criteria, and take action as necessary to direct staff. (Benton)
7. Review and discuss Republic Services proposed solid waste rates for FY2015, and take action as necessary to direct staff. (Trinker)
8. Review and discuss FY2015 Water and Sewer Rates, and take action as necessary to direct staff. (Vasut)
9. Consider motion to adjourn for Executive Session.
10. Hold Executive Session pursuant to Texas Government Code Section 551.074 and 551.071 to deliberate upon the appointment, evaluations, reassignment, duties, discipline or dismissal of, and/or hear a complaint or charge against the Police Chief, and consult with and seek legal advice from the City's legal counsel related to those personnel matters, as needed.
11. Adjourn Executive Session, reconvene into Workshop Session, and take action as necessary to direct staff as a result of Executive Session.
12. Adjournment.

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the _____ day of _____ 2014, at _____m.,

by _____.

Attest:
Christine Krahn, Acting 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

June 24, 2014

ITEM #	ITEM TITLE
1	Convention Center Facility/Multi-Use Arena at Fort Bend County Fairgrounds Discussion

ITEM/MOTION

Review and discuss presentation regarding a proposed convention center facility/multi-use arena at the Fort Bend County Fairgrounds, and take action as necessary to direct staff.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. None

MUD #: N/A

APPROVALS

Submitted by:

Randall Malik
Economic Development
Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This Agenda item provides City Council the opportunity to hear and discuss a presentation by Mary K. Staff, Fort Bend County Fairgrounds Manager, on a proposed convention center facility/multi-use arena at the Fort Bend County Fairgrounds.



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
2	Comprehensive Plan Update Project Scope Discussion
ITEM/MOTION	
Review and discuss scope of Comprehensive Plan Update Project, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: General Supplemental Fund

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1787
2. City Council Meeting Minute Excerpt – 05-06-14
3. Professional Services/Engineering Project Review Committee Meeting Draft Minute Excerpt – 02-11-14

APPROVALS		
Submitted by:	Reviewed by:	Approved for Submittal to City Council:
<i>Travis Tanner</i> Travis Tanner, AICP Executive Director of Community Development	<ul style="list-style-type: none"> <input type="checkbox"/> Exec. Dir. of Administrative Services <input type="checkbox"/> Asst. City Manager for Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other) 	<i>Robert Gracia</i> Robert Gracia City Manager

EXECUTIVE SUMMARY
<p>As discussed at the May 6, 2014 City Council meeting, on February 11, 2014, the Professional Services/Engineering Project Review Committee recommended that Kendig Keast Collaborative be selected to update the City's Comprehensive Plan (Plan). The Plan update is a budgeted project. The Plan was last updated in 1995. Since that time, the City's population has grown by over 50 percent (50%) from 23,000 to approximately 35,000. The rate of growth has increased recently and is expected to continue given the widening of U.S. 59/I-69 and build-out of neighboring communities immediately north of Rosenberg. Therefore, it is critical for the City to plan and determine what infrastructure improvements and development standards are needed to accommodate future growth and development.</p> <p>The scope of the Plan update will generally include the following per Exhibit "A", Scope of Services:</p> <ul style="list-style-type: none"> • Community Overview (e.g., data collection, analysis of existing ordinances and planning documents, demographic analysis, population projections) • Community engagement (community workshop, facilitation of Advisory Committee meetings, use of MindMixer virtual town hall website, public hearings, engagement of Planning Commission and City Council, establishment of "guiding principles," etc.) • Land Use and Character (infrastructure analysis, land use projections, growth and development plan/map) • Transportation (existing thoroughfare plan analysis, consideration for bicycle and pedestrian mobility, access management analysis, updated Master Thoroughfare Plan map) • Plan Implementation (action plan to implement the above comprehensive plan elements) <p>The consultant, Kendig Keast Collaborative, has extensive experience working with communities without zoning, similar to Rosenberg, to implement their plans. The above scope of work will be completed for an</p>

amount not to exceed \$91,860, which is well within the budgeted amount of \$100,000. The Professional Services Agreement with Kendig Keast Collaborative is attached to Resolution No. R-1787 as Exhibit "A". At the May 6 meeting, this item was tabled for further discussion at a Workshop. The item has been placed on the Agenda for City Council to discuss the scope of the Project going forward. Staff will present additional information and the consultant will again be available to answer questions.

RESOLUTION NO. R-1787

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, A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND KENDIG KEAST COLLABORATIVE FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$91,860.

* * * * *

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

Section 1. The City Manager is hereby authorized to execute a Professional Services Agreement (Agreement), by and between the City of Rosenberg, Texas, and Kendig Keast Collaborative for professional planning services related to the Comprehensive Plan. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

PROFESSIONAL SERVICES AGREEMENT

**COMPREHENSIVE PLAN
for
ROSENBERG, TEXAS**

STATE OF TEXAS	§	
	§	KNOW BY THESE PRESENTS:
COUNTY OF FORT BEND	§	

This Agreement made this sixth day of May, 2014, by and between the City of Rosenberg, Texas, acting by and through Robert Gracia, City Manager, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its President, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite A-300, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

**ARTICLE I
CONSULTANT**

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the Comprehensive Plan as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit reports to the CLIENT as deemed appropriate by CONSULTANT or agreed by and between CONSULTANT and CLIENT.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Comprehensive Plan and to which the Agreement applies.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the Comprehensive Plan as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. Such Additional Services needs will be documented in a progress report, and then authorized through a written Amendment to this Agreement. As agreed mutually by the CLIENT and the CONSULTANT, Additional Services that are described in a written Amendment to this Agreement shall include a description of the additional work, associated compensation, and time schedule, as applicable. By way of

illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:

- (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;
- (b) Requested additional trips other than the number identified in the Scope of Services and project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables (e.g., executive summary) or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports and maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as outlined in the Scope of Services;
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget;
- (i) Requested incorporation of substantive revisions into the draft or final plan document which have arisen since the plan, ordinance, document, maps or other materials delivered to the CLIENT were originally prepared; and
- (j) Other related or unrelated professional planning services that may be requested by the CLIENT.

Any services requested or made necessary by CLIENT and provided by CONSULTANT that are not in the CONSULTANT's determination within the Scope of Services are considered Additional Services. Any time Additional Services needs are identified in a progress report, an effort will be made to determine if it is possible to amend the Scope of Services in a manner that eliminates or minimizes any increase in the total cost of the project, subject to written consent of CLIENT. Otherwise a written amendment to this Agreement will be prepared for CLIENT authorization of Additional Services that will increase the total cost of the project.

ARTICLE III **CONSULTANT PERSONNEL**

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be

employees of or have any contractual relationship with the CLIENT.

- 3.2 The CONSULTANT may contract with Subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written Agreement and shall be subject to the provisions of this Agreement.

ARTICLE IV **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services, that are readily available, during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "B" – Support Services, which is attached and made a part of this Agreement. Support services that are not provided by the CLIENT may warrant a contract amendment and be subject to additional compensations as set out in Article VI, Compensation to Consultant.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.
- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services, that are readily available, needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Article II, Scope of Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated by CLIENT in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V **TIME OF PERFORMANCE**

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within twelve (12) months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;

- (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impracticable.
- 5.3 The completion schedule set forth in Paragraph 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI
COMPENSATION TO CONSULTANT

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") in an amount not-to-exceed **ninety-one thousand eight hundred and sixty dollars (\$91,860.00)**. ACI includes salary costs, overhead, direct expenses, and profit. The maximum ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in paragraph 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT for any Additional Services, as authorized in writing in accordance with paragraph 2.2. Such Additional Services or expenses shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI not-to-exceed amount. Payment later than 30 days shall include interest at 1-1/2 percent per month from the date the CONSULTANT receives confirmation of CLIENT receipt of the invoice until the date CONSULTANT receives payment. Such interest is due and payable when the overdue payment is made and is in addition to the above stated total contract amount.
- 6.2 Payment shall be made by the CLIENT upon receipt of a statement from CONSULTANT. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice. Each invoice is due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of paragraph 6.1.
- 6.4 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Paragraph 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII
PRODUCT OF SERVICES, COPYRIGHT

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Article II, Scope of Services.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 8.1 No employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof, except as allowed in Section 3.1 of this Agreement.

ARTICLE IX
CERTIFICATIONS OF CONSULTANT

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X
CHANGES OR TERMINATION

- 10.1 Except as expressly described above regarding Additional Services, this Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:

(a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.

(b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by fax or registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

10.4 Upon receipt of a notice of termination under any of the conditions under Paragraphs 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.

10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of the Agreement by the CONSULTANT.

ARTICLE XI **CONFIDENTIALITY**

11.1 Any information determined to be confidential that is provided to or developed by the CONSULTANT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XII **INSPECTION OF RECORDS**

12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and

such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.

- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XIII INSURANCE

13.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Workmen's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance, covering claims against the CONSULTANT for damages resulting from bodily injury, death, or property damage from accidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$500,000.00 combined single each occurrence and \$500,000.00 aggregate;

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$500,000.00 combined single limit each occurrence;

Umbrella Liability: \$1,000,000.00

ARTICLE XIV MISCELLANEOUS PROVISIONS

- 14.1 Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this AGREEMENT while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and

understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.

14.2 This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

14.3 The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Any legal dispute between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within ten days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within twenty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty days of the meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Fort Bend County, Texas; and all parties consent to Fort Bend County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.

14.4 If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

14.5 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Robert Gracia, City Manager
City of Rosenberg
2110 4th Street
Rosenberg, Texas 77471

CONSULTANT: Bret C. Keast, President
Kendig Keast Collaborative
1415 Highway 6 South, Suite A-300
Sugar Land, Texas 77478

- 14.6 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 14.7 The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns: The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information: The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 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.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 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.

14.14 State or Federal Laws. This Agreement is performed in Rosenberg, Texas, and is subject to all applicable Federal and State laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

* * * * *

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals in Rosenberg, Texas.

This _____ day of _____, 2014.

FOR ROSENBERG:

FOR KENDIG KEAST COLLABORATIVE:

By: _____
Robert Gracia
City Manager

By: _____
Bret C. Keast, AICP
President

ATTEST:

Exhibit "A" Scope of Services

Under contract to the **City of Rosenberg**, Kendig Keast Collaborative (KKC) will provide professional community planning services to assist the City in updating its Comprehensive Plan for guiding the long-range development and enhancement of the community. KKC will build upon and coordinate with other recent and concurrent planning efforts and studies to complete these tasks.

KKC's project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Support Services of the City outlined in Exhibit "B" to the Professional Services Agreement to make the best use of the available consultant budget. The City's Project Director will manage the overall process and direct the consultant team in performing the project services. The consultant team will coordinate with other agencies and entities, as needed, in conjunction with the City.

PROJECT ADMINISTRATION AND MANAGEMENT

KKC will complete project management activities in coordination with the City's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- A **project kick-off meeting** with key City staff, via an online WebEx video or teleconference (following receipt of written Notice to Proceed from the City), to recap the scope of services and discuss detailed schedule, data/information needs and other project logistics. KKC will then **meet with City staff for project planning and coordination discussions on each scheduled visit** to the City. Discussions on the emerging plan content and overall direction will also occur during visits, as time permits, and will be supplemented by scheduled teleconferences and WebEx video or teleconferences to allow for more in-depth staff-consultant interaction.
- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status and document significant work accomplished and activities scheduled for the next progress report period, as well as note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus adequate time for City review/approval of deliverables.
- Frequent **communication and coordination with the City's Project Director** by email, WebEx video or teleconferences, and written correspondence, as appropriate.

PHASE 1 – INITIATION, BACKGROUND AND COMMUNITY OUTREACH

TASK 1 – Existing Information Assessment

KKC will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, both from the City and other sources.

Task Activities

1. Provide City staff a checklist of typical resource items for a comprehensive planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid City decision-making. Then coordinate with staff to determine which items will be available for the project.
2. Coordinate with City staff to identify key project contacts and relevant agencies and entities (e.g., Central Fort Bend Chamber Alliance, West Fort Bend Management District, Rosenberg Development Corporation, and Texas Department of Transportation).

TASK 2 – Community Background

KKC will compile and assess a base of information on Rosenberg’s history and setting, and existing conditions and outlook, focusing especially on key influences that will shape the community’s future. This will provide background and assumptions to support needs assessment and long-range planning decisions throughout the comprehensive planning process.

Task Activities

1. Conduct a review and evaluation of the City’s current planning documents and other relevant materials to understand the past and recent history of community planning efforts in Rosenberg and West Fort Bend County, and the key opportunities and challenges facing the community.
2. Identify action items in previous plans that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations, or other factors.
3. Document and consider relevant regional factors, plans and projects that will influence the community over the 20-year planning horizon.
4. Complete an initial review of the City’s existing development policies, regulations, incentives, and other factors influencing the area’s development and redevelopment potential and practices.
5. Compile a summary of key indicators, from the latest available Census data and other sources, to illustrate historical, current and projected conditions, trends and context relevant to elements of the Comprehensive Plan (e.g., demographics, economy and labor force, land use and development, transportation and commuting, infrastructure, public services and facilities, housing, etc.).
6. Prepare a set of population projections, in five-year increments through the plan horizon year (2035), and work toward consensus on the most likely future population range that should be assumed for the new Comprehensive Plan (recognizing that such projections must be monitored and revisited year by year as actual trends unfold). Also take into account projections included in other City plans and studies and forecasts produced by regional, state, and national entities, including the Houston-Galveston Area Council and U.S. Census Bureau.

Deliverables

- **Community Overview component** to be incorporated into Chapter 1, *Introduction*, of the Comprehensive Plan and will summarize the previously mentioned task activities. Through narrative discussion and associated charts and graphics, this overview will summarize indicators, capture population projections, and highlight key planning considerations emerging from KKC's initial background studies and leadership and community involvement activities, which will also help to focus later task work. The overview is also intended to avoid duplication of existing "community profile" reports and similar data compilations already available through local sources and/or websites (which will be cited as resources for obtaining more detailed community data).

TASK 3 – Community Engagement

KKC will coordinate with City staff to plan and facilitate a series of outreach activities intended to engage the community's public and private leadership, as well as residents, business owners, property owners, local organizations and others interested in setting strategic priorities for the city's future. Necessary coordination with other external agencies and organizations will also be initiated early on and throughout the process as needed for individual plan elements. The overall program will be designed to make the community aware of the comprehensive planning process and provide opportunities throughout to offer input and ideas and react to draft plan content and proposals. This approach will also ensure that the resulting plan reflects community values and priorities, and is in line with goals and expectations of the City Council and Planning Commission.

Task Activities

1. Facilitate an initial, informal **Issues and Needs Workshop** involving members of City Council, Planning Commission, and other City boards/commissions, as appropriate. The workshop purpose is partly orientation to the comprehensive planning process, but especially to obtain early input and set direction and priorities for the planning effort. (This workshop will be scheduled in conjunction with the same project visit as the "listening sessions" in the next item.)
2. Coordinate with City staff to arrange and conduct a series of up to four (4) informal, one-hour "**Listening Sessions.**" The sessions should involve a mix of residents, business and property owners, public officials, developers/builders/realtors, representatives of community organizations, and others as appropriate (e.g., high school age youth) to discuss their hopes, concerns and priorities for the city's future. Each session should involve no more than 15-18 persons to ensure effective dialogue, meaning that approximately 60-72 persons could potentially be engaged through this activity.
3. Coordinate with City staff to arrange and facilitate a "**big picture**" outreach **Community Workshop** intended for broad public participation. The workshop will be scheduled to occur during the initial community engagement phase, on the same day as the small group Listening Sessions and the first Advisory Committee meeting.

The workshop will be a two-hour event held in the evening. The workshop will begin with a common presentation for all attendees, followed by break-out sessions for more area-specific discussions and engagement activities. The focus for the workshop will be:

- Community Workshop - Vision and Principles: Participants will contribute to the crafting of a new vision and the underlying principles for key elements of the Comprehensive Plan update, including land use and character, transportation, and implementation. The workshops will include visioning and other exercises to build consensus around clarification of issues, resolution of conflicts, and orientation to and guidance for subsequent chapters.
4. Conduct **four (4) meetings with a broadly representative Comprehensive Plan Advisory Committee**. These meetings will be used in part to present individual plan elements and seek comments and direction from the committee. The draft plan elements will be sent to the committee members in advance of each meeting to give them ample time for review and preparation for the meetings.

The Advisory Committee should be comprised of approximately 15-20 individuals (with representatives of various other agencies and organizations invited to attend as relevant topics are considered). The Advisory Committee will be charged with reviewing individual plan elements and entering into discussion and debate on all plan assumptions, themes and concepts and an eventual action agenda. The Advisory Committee should include several members of the Planning Commission, and at least one member of City Council to serve as a liaison on the committee throughout the process.

KKC will conduct the first meeting with the Advisory Committee on the same day as the small group Listening Sessions, and the Community Workshop. The second Advisory Committee meeting will be scheduled to present Comprehensive Plan Chapters 1, *Introduction*, and 2, *Land Use and Character*. The third Advisory Committee meeting will be focused on Chapter 3, *Transportation* and the development of the Thoroughfare Plan. The fourth and final Advisory Committee will be scheduled in conjunction with Comprehensive Plan Chapter 4, *Implementation*.

5. In conjunction with the second meeting of the Advisory Committee, KKC will provide an **interim briefing to the City Council**, to inform Council members of the project status and to ensure the plan is consistent with their expectations and policy direction.
6. KKC will attend **one (1) Planning Commission public hearing** as outlined under Phase 3, *Plan Finalization and Adoption*.

Deliverables

- Suggested agenda items along with handouts and/or presentation materials, as appropriate, for each scheduled meeting and outreach activity.

TASK 4 - MindMixer

A Virtual Town Hall site would be established to solicit on-line and mobile community engagement. Using inputs from the stakeholder listening sessions, technical interviews, and guidance from staff, the virtual town hall would be organized to respond to the unique planning considerations of Rosenberg. These topic areas would create a safe, easy-to-use environment for people to participate, at their convenience, from their computer or mobile phone. Online controls and screening processes are built into the site to ensure a safe user experience, and to filter inappropriate content so it is not on display to the public. Unlike a traditional “survey,” the virtual town hall allows for continuous participation and interaction throughout the entirety of the plan development process.

The site would also be used as an avenue to solicit general comments, ideas, and suggestions, which would supplement that gained through small group and face-to-face interviews that are conducted by the consultant team. MindMixer would be also be used to test ideas as to the City's policies and the support for different implementation approaches. For instance, this could extract insight as to the community's attitudes about quality development, growth management, regulatory controls, etc.

This feedback will influence the overall direction of the draft Comprehensive Plan and, in particular, its recommended programs and initiatives, as well as implementation priorities to be highlighted in the plan through final review and deliberation by City Council.

PHASE 2 – PLAN DEVELOPMENT

TASK 5 – Vision, Principles and Preferences

Upon transitioning from the initial community engagement activities into the plan development phase, KKC will prepare a list of draft Guiding Principles for consideration by the Comprehensive Plan Advisory Committee (CPAC) during its first meeting. These principles will set the stage for more detailed analyses when drafting each plan element. Each element will include a set of goals and strategies followed by detailed action recommendations. The action items are designed to help the community achieve its expressed goals in accordance with the broader guiding principles.

Deliverables

- **CPAC Meeting 1 Guiding Principles.**
- **Chapter 1, *Introduction***, with pertinent introductory and background information about the planning process and resulting new document, and incorporating the Community Overview component and demographic projections drafted through Task 2, *Community Background*, the results of the Task 3, *Issues and Needs Workshop* and small-group Listening Sessions.

TASK 6 – Land Use and Character

Through this plan element, KKC will document the City's intent and policy regarding how growth and new development will be accommodated, consistent with other fiscal and community considerations – including efficient utilization of land, utility infrastructure, and roadway networks – to achieve and maintain a desired community form and character. This will include review and analysis of existing plans and studies regarding utilities infrastructure, including capacities and planning-level improvement needs to support and sustain desired growth and redevelopment. The consultant team will also assess the capacity of the City's public safety services to accommodate ongoing growth and enlarged service areas.

Task Activities

1. Prepare a summary narrative describing existing utility infrastructure (water, wastewater, storm drainage), any facility or service issues or deficiencies, and the future outlook, anticipated needs, and programmed improvements. This will be drawn from recent/ongoing plans and studies and discussions with City staff and any other service providers in the area.

Also highlight implications for the city's growth and development patterns, and likely demand for utility extension into areas not currently served.

2. Review demographic and socioeconomic data to project land use demands and implications for public facilities and infrastructure services.
3. Assess opportunities for and constraints to future development, infill development and redevelopment based upon significant land uses, use and property ownership patterns, the transportation network, infrastructure and public service capacity and availability, and environmental factors. Identify and quantify the areas available, most suitable, and preferred for new growth and targeted reinvestment, taking into account the general fiscal implications of alternative growth patterns.
4. Provide an overview of the quality, character and condition of Rosenberg's housing stock and neighborhoods.
5. Assess the City's public safety services; review current/planned service provision and anticipated staffing and facility needs to accommodate future growth.
6. Draft policies regarding the appropriate siting, design and functionality of future community facilities. Also highlight opportunities to locate and integrate such facilities in strategic investment areas (e.g., downtown, key corridors) or other prime locations that would complement economic development and/or other community objectives.
7. Document existing and emerging land use conflicts, compatibility and transition needs, and issues of community design. Prepare recommendations to protect and preserve valued natural, historic and scenic resources; the desired character of vacant tracts, infill sites, and properties warranting redevelopment; development compatibility; and other applicable development objectives.
8. Draft general aesthetic improvement / enhancement guidelines, and policies for implementation, particularly as it relates to community identity and a sense of place (e.g., enhanced signage and wayfinding, urban design standards, etc.) and how it would apply to special districts within the City, and corridors, such as the management, redevelopment and enhancement of Avenues H & I and State Highway 36.

Deliverables

- **Chapter 2, *Land Use and Character***, will establish the necessary policy guidance for making decisions about the compatibility of individual developments within the context of the larger community. This chapter will summarize the previously mentioned task activities, including but not limited to, the condition of the City's utilities infrastructure, the City's public safety services quality, and the general character and condition of Rosenberg's housing stock and neighborhoods. This chapter will also provide a set of strategies to ensure the City's overall design and image distinguishes Rosenberg from nearby communities which may be competing for residents and businesses. General guidelines and implementation policies for enhanced signage, wayfinding, and urban design standards for the management, redevelopment and enhancement of Avenues H & I and State Highway 36 will be included within this chapter.
- **Growth and Development Plan**, will serve as the City's "growth map" for directing development, preserving valued areas and lands, and protecting the integrity of

neighborhoods, while also safeguarding and enhancing community character and aesthetics. The development of the Growth and Development Plan will be coordinated with the updating of the Thoroughfare Plan, developed in conjunction with Chapter 3, *Transportation*, as well as the City's policies and plans for new development and infill, annexation, and infrastructure investments and upgrades.

TASK 7 – Transportation

The consultant team will focus on policies and strategies designed to ensure orderly development and improvement of the area transportation system, considering not only facilities for automobiles but other modes of transportation as well. This includes “complete streets” considerations for pedestrian and bicycle circulation and safety, existing and future public transportation needs, and freight movement in and through the community (including truck traffic and railroad corridors). This task will be closely coordinated with planning associated with Chapter 2, *Land Use and Character* and preparation of the Growth and Development Plan to evaluate the impacts of different transportation investment decisions on future development and community character. The City's current Thoroughfare Plan will also be reviewed to ensure adequate preservation of rights-of-way concurrent with new development.

Task Activities

1. Review available data, studies and plans regarding the existing transportation system and specific facilities/services (including freight movement and public transit), and current and projected roadway and traffic conditions and improvement needs.
2. Perform existing conditions analyses of the major street system to evaluate traffic safety, as well as the capacity, level of service (LOS), necessary rights-of-way and facility cross sections, continuity, and connectivity of the existing and planned thoroughfare system. Also evaluate planned transportation improvements for their potential impacts on the city's growth and land use patterns.
3. Evaluate the City's current Thoroughfare Plan to identify any warranted adjustments or additions necessary to implement and ensure consistency with the Growth and Development Plan and other City growth policies. Update the Thoroughfare Plan map to identify the general alignments of rights-of-way for future thoroughfares throughout the City limits and planning area, planned locations of interchanges and major intersections, and cross sections for varying roadway classifications. This will include consideration of how multi-modal improvements are accommodated within rights-of-way, especially to support pedestrian and bicycle circulation and future transit services and utilization through a “complete streets” approach.
4. Draft policies to ensure consideration of vehicular and bicycle/pedestrian circulation needs in conjunction with future growth and land use planning, especially where major trip generators are involved. This will include review of the existing Parks Master Plan and other relevant plans, and evaluation of existing bicycle/pedestrian networks and facilities to identify gaps and improvement needs.
5. Determine the need for better management of property access along major roadways to protect traffic-carrying capacity and improve safety, as well as the need to “calm” traffic within neighborhoods and other pedestrian-oriented areas.

6. Assess the outlook for public transit services in the area.

Deliverables

- **Chapter 3, *Transportation***, will summarize the previously mentioned task activities, including the evaluation of traffic safety, capacity, and level of service (LOS), continuity, and connectivity of the existing and planned thoroughfare system. Vehicular and bicycle/pedestrian circulation policies related to future growth and land use planning, access management and traffic calming, will accompany the narrative.
- Updated **Thoroughfare Plan map**.

TASK 8 – Implementation

KKC will utilize the recommendations of the individual plan elements to consolidate an overall strategy for executing the updated Comprehensive Plan, particularly for the highest-priority initiatives that will be first on the community's action agenda. This plan element will also outline crucial procedures for monitoring and revisiting the plan policies and action priorities every year, and for completing future plan updates at appropriate milestones. These processes provide an essential "feedback loop" into the City's long-range planning and strategic decision-making, leading to necessary plan adjustments based on implementation successes and challenges and ongoing changes in physical, economic and social conditions in the community and region.

Task Activities

1. Coordinate with City staff to compile from the various plan elements those action statements that are considered "strategic" in nature so they may be linked to specific implementation tools, strategies and potential funding mechanisms and thereby ensure that the new Comprehensive Plan is a "plan of action."
2. Assess the City's "implementation readiness" and outline a recommended organizational framework to ensure successful implementation of the plan. This will include strategies for staffing, roles of boards and commissions, and linkages between the plan and the City's annual budgeting and capital improvements programming.
3. Embed an annual review and reporting function into the implementation program to provide a means of gauging progress and ensuring accountability.
4. Highlight opportunities for the City to coordinate planning and implementation efforts with other key agencies and entities, with other jurisdictions, where appropriate, and with other private and non-profit partners.
5. Facilitate a joint workshop of the City Council, Planning Commission, and Advisory Committee to provide an overview of the overall draft plan and identify near-term action priorities. Also lead discussion on available, feasible tools for accomplishing priority actions, particularly for steps to be taken immediately within the first six months following plan adoption; anticipated timeframes and assigned responsibility for each priority action item; and, strategies for maintaining community support and awareness – and momentum and energy for plan implementation – beyond plan adoption.

Deliverables

- **Chapter 4, *Implementation***, will summarize previously mentioned task activities with appropriate tables and illustrations to accompany the narrative. This element will include an action agenda of near-term and longer-range implementation steps; an associated organization and management plan; and, a strategy and schedule for regular plan reviews, amendments, and periodic updates.
- **Revised draft versions of all other plan elements and maps**, in PDF format, for printing and advance distribution by City staff to the joint workshop participants.

PHASE 3 – PLAN FINALIZATION AND ADOPTION

TASK 9 – Public and Official Consideration

Following the joint workshop under Task 8, KKC will coordinate with City staff to compile a final proposed Comprehensive Plan for public hearing and official consideration.

Task Activities

1. In coordination with City staff, present highlights of the final proposed plan at a public hearing before the Planning Commission, and assist in responding to public comments and questions, as appropriate. Then proceed into a Commission workshop, immediately after the hearing, to work through revisions the Commission deems necessary before making a recommendation of plan adoption to City Council.

Deliverables

- **All elements and maps for the final proposed Comprehensive Plan document (Chapters 1-4)**, in PDF format, for printing, distribution and website posting by City staff prior to the public hearing phase.
- **Itemization of all major revisions** within the final proposed Comprehensive Plan document agreed upon by the Planning Commission before recommending plan adoption to City Council.

TASK 10 – Plan Finalization and Summary

Following plan adoption by City Council, KKC will finalize the Comprehensive Plan document to reflect all further adjustments made through final City Council review and deliberation.

Deliverables

- **Three hard copies, full-color original of the final adopted Comprehensive Plan document**, including all maps, illustrations and related attachments (provided in a binder for ease of reference and updating by the City).
- **Electronic files on compact disc** for all elements of the final plan document (in their native format in Microsoft Office Suite or Adobe InDesign, Adobe PDFs, and all map-related files in ESRI-compatible formats).

APPROACH TO DELIVERABLES

KKC will provide draft deliverables through each task of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City in Adobe PDF format for ease of file transfer and reproduction and distribution. The PDF versions are also suitable for posting on the City's website. Maps, illustrations and other graphics will be produced in color (unless they are black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Whenever the consultant team submits draft deliverables, it will be the responsibility of the City's Project Director to coordinate, compile and forward in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how the consultant team should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, staff-recommended revisions.

The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions may require additional services depending on their nature and the current budget status.

OPTIONAL TASKS

The following tasks were identified within KKC's response to RFQ No. 2014-24:

Optional Task No. 1: Community Workshop No. 2

A second community workshop would be convened during the draft plan phase to obtain feedback on the plan's overall direction and potential implementation priorities. Participants would see how their input and interaction since the early stages of the process has come together in an overall draft Comprehensive Plan document. Highlights would be presented, and then attendees would have an opportunity to suggest where implementation efforts and resources should be focused, plus ways to move forward toward achieving near-term priorities that should be reflected in the plan.

ADDITIONAL OR CONTINUING SERVICES

During or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further issues research, or otherwise engage consultant team personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by the City Council or City Manager, as appropriate, and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the maximum not-to-exceed amount (and, if necessary, the time of performance) of the original professional services agreement.

PROJECT COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and expense costs plus professional fee.

Phase 1: Project Startup and Reconnaissance

Project Administration and Management Activities	\$ 3,450
TASK 1 – Existing Information Assessment	\$ 2,090
TASK 2 – Community Background	\$ 5,690
TASK 3 – Community Engagement	\$ 9,185
TASK 4 - MindMixer (site live for three months during early outreach phase)	\$ 6,860

Phase 2: Plan Development

TASK 5 – Vision, Principles and Preferences	\$ 4,400
TASK 6 – Land Use and Character	\$24,462
TASK 7 – Transportation	\$21,668
TASK 8 – Implementation	\$ 9,870

Phase 3: Plan Finalization and Adoption

TASK 9 – Public and Official Consideration	\$ 1,405
TASK 10 – Plan Finalization and Summary	\$ 2,780

TOTAL	\$91,860
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Optional Tasks:

1. Community Workshop No. 2	\$ 3,820
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Subtotal	\$ 3,820
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Exhibit "B"

Support Services of City

The City will provide administrative and technical support services to assist the Consultant in performing the Scope of Services described in Exhibit "A." The support services to be provided by the City will include the following types of general services and specific tasks for the work program:

- Identify a single individual as the City's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both City and Consultant personnel, resources and capabilities.
- Provide all available data, maps, aerial imagery, previous reports/plans/studies, and other information that is available to the City in digital or printed format and is pertinent and necessary for development of each deliverable. *Prompt compilation and delivery of such resource materials to the Consultant is an essential prerequisite for initiation of work and timely progress on various initial study tasks.* The City will reproduce all materials, to the extent feasible, such that they will not require return upon project completion.
- Assist the Consultant in establishing contacts with agencies and organizations for data collection and coordination purposes, except where the Consultant is already known to and has communicated with an agency or organization through previous projects. Based on our experience, it is helpful for City staff to make such entities aware of the project and provide a "heads up" in advance of potential Consultant contacts so the agency or organization recognizes that the Consultant is engaged in a City-sponsored project that will benefit from their input and support.
- Ensure that key City personnel, board/commission members, and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with the City Council and other City officials as specified in Exhibit "A," Scope of Services.
- Immediately upon project initiation the City's Project Director will coordinate with the Consultant to transfer spatial data and mapping that the City can make available for the project, including data sets and GIS coverages (and AutoCAD layers, as useful and appropriate) already developed/maintained by the City for its entire planning area or readily available to the City from other sources. *Delay in transferring this data to the Consultant may compromise the overall work program and the schedule of deliverables. Availability of a workable base map and dataset is an essential prerequisite for initiation of work and timely progress on various initial tasks.*
- Reproduce and forward each draft project deliverable submitted by the Consultant (via email) to advisory committee members, key City staff members, and other project participants as appropriate. In addition, each draft deliverable should also be provided to the Planning Commission (if an advisory committee is established) and City Council for courtesy review and discussion as the planning process proceeds. An item should be added to the

Planning Commission and City Council agendas throughout the duration of the project to provide ongoing discussion opportunities for these bodies and to allow for overall direction of the process. City staff will be responsible for providing briefings to the City Council at regular intervals throughout the process, in addition to any Consultant briefings specified in Exhibit "A," Scope of Services.

- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the City's website.
- Use the City's website to disseminate information and inform, update, and educate the public about the project, including opportunities for ongoing input and interaction through the MindMixer Online Discussion Forum. The Consultant will provide already-completed documents or GIS maps in an Adobe PDF format, which can be easily posted by City staff on the City's website.
- Provide three-ring binders (2-inch size) with section dividers (based on the number of project elements plus some extra tabs for other project materials) for all advisory committee members, involved City officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Consultant will provide electronic files of notebook materials for reproduction and distribution by the City.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit "A," Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, etc.). The City's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/mailing/distributing notices, reproducing agendas and other handout materials, and providing refreshments. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings, including easels, flip pads and markers. The City will also be responsible for inviting members of City boards and commissions and representatives of other key agencies and community organizations to attend public meetings related to the planning process.
- Commit the necessary resources to prepare adequately for, promote citizen participation in, and ensure media coverage of key community involvement events. The City might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support. The City's responsibilities will include securing a meeting location with adequate setup and seating for large gatherings and presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, etc.), distributing promotional posters and/or flyers, distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards (as appropriate), making arrangements for snacks/beverages and "warm-up" entertainment (as appropriate, such as a local school choir or string quartet), providing greeters and City staff or volunteers to staff a sign-in table,

assigning City staff to assist Consultant personnel during any planned small-group break-out sessions, arranging for City officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes to encourage attendees to stay for the entire event (as appropriate), and reproducing a program/agenda for the event. The Consultant will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

- Commit the necessary staff and financial resources to prepare adequately for, promote citizen and leadership participation in, and ensure media coverage of the MindMixer Virtual Town Hall site. The City's responsibilities will include reviewing and approving website content prior to publication at consistent intervals throughout the planning process (as outlined in Exhibit "A," Scope of Services, Task 4); compiling and providing digital photos of key elected/appointed officials and City staff; monitoring website comments regularly in partnership with Consultant staff; distributing promotional posters and/or business cards; publicizing the website through both formal and informal networks as well as "word of mouth" means; encouraging civic organizations and major businesses and institutions to highlight the site through their marketing channels; and arranging for one or more prizes to encourage optimal participation from users. The Consultant will provide a checklist and other guidance and sample materials based on its experience in overseeing similar interactive websites for other communities.
- Consider and act on all deliverables and other interim work items submitted by the Consultant that require City review, comments, or approval within the scheduled timeframes to enable the Consultant to complete the work on schedule. Specific timeframes for such City response will be incorporated into the detailed project schedule cited in Exhibit "A," Scope of Services. Upon receipt of a consolidated list of written comments, the Consultant will provide one round of edits. Any additional edits will be on an Additional Services basis. *Any delays encountered by the Consultant during the project, which are beyond the Consultant's control, will be documented in the monthly progress reports and may delay the delivery of work products and/or the original anticipated completion date of the project.*
- Provide the Consultant written summaries, and copies of any handouts/materials, from all project-related meetings not attended by the Consultant.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the City.

EXTRATERRITORIAL JURISDICTION OF THE CITY, AS FURTHER PROVIDED FOR HEREIN; AND MAKING CERTAIN FINDINGS OF FACT AND OTHER CONCLUSIONS AS HEREIN SET OUT.

Executive Summary: Fort Bend County Municipal Utility District No. 155 (MUD No. 155) is requesting that a 144.0911-acre tract located southwest of Gapps Slough and southeast of Benton Road be added to existing MUD No. 155. The total frontage along Benton Road is 2,511 feet, which places the southwest boundary of this tract approximately 600 feet southwest of Rohan Road. Accordingly, a Petition for Consent to Addition of Land to MUD No. 155, and associated Ordinance No. 2014-18 are presented for consideration by City Council.

The City's consent to the creation of MUD No. 155 was approved by City Council on December 14, 2004, through Ordinance No. 2004-28, and was originally proposed as a 448.6692-acre development located outside of the Corporate Limits of the City of Rosenberg, in the City's Extraterritorial Jurisdiction.

Conformation documentation along with minute excerpts and related Ordinances are available for review in the City Secretary's Office. The petitioner has provided sufficient documentation to demonstrate that the proposed additional development will not adversely affect the water/sewer functions; will not increase City utility rates; will not adversely impact the City bond rating; and will add additional value to the overall tax base of the District which should decrease the tax rate burden of in-district property owners. All required due diligence has been performed, and staff recommends approval of Ordinance No. 2014-18.

Key discussion points:

- Charles Kalkomey, City Engineer gave an overview of the item regarding Ordinance No. 2014-18.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Ordinance No. 2014-18, an Ordinance providing for approval of an expansion to the territory of Fort Bend County MUD No. 155 of Fort Bend County, Texas, to include that area within the extraterritorial jurisdiction of the City, as further provided for herein; and making certain findings of fact and other conclusions as herein set out. The motion carried by a unanimous vote of those present.

9. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1787, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY AND KENDIG KEAST COLLABORATIVE FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$91,860.

Executive Summary: On February 11, 2014, the Professional Services/Engineering Project Review Committee recommended that Kendig Keast Collaborative be selected to update the City's Comprehensive Plan (Plan). The Plan update is a budgeted project. The Plan was last updated in 1995. Since that time, the City's population has grown by over 50 percent (50%) from 23,000 to approximately 35,000. The rate of growth has increased recently and is expected to continue given the widening of I-69 and build-out of neighboring communities immediately north of Rosenberg. Therefore, it is critical for the City to plan and determine what infrastructure improvements and development standards are needed to accommodate future growth and development.

The scope of the Comprehensive Plan update will generally include the following per Exhibit "A," Scope of Services:

- Community Overview (e.g., data collection, analysis of existing ordinances and planning documents, demographic analysis, population projections)
- Community engagement (community workshop, facilitation of Advisory Committee meetings, use of MindMixer virtual town hall website, public hearings, engagement of Planning Commission and City Council, establishment of "guiding principles," etc.)
- Land Use and Character (infrastructure analysis, land use projections, growth and development plan/map)
- Transportation (existing thoroughfare plan analysis, consideration for bicycle and pedestrian mobility, access management analysis, updated Master Thoroughfare Plan map)
- Plan Implementation (action plan to implement the above comprehensive plan elements)

The consultant, Kendig Keast Collaborative, has extensive experience working with communities without zoning, similar to Rosenberg, to implement their plans. The above scope of work will be completed for an amount not to exceed \$91,860, which is well within the budgeted amount of \$100,000.

The Professional Services Agreement with Kendig Keast Collaborative is attached to Resolution No. R-1787 as Exhibit "A". Staff recommends approval of Resolution No. R-1787 as presented.

Key discussion points:

- Travis Tanner, Executive Director of Community Development gave an overview of the item and outlined what the plan will include.

Questions/Comments:

- Councilor Pena stated he thinks it's an excellent idea and he supports it.
- Councilor Grigar agreed the plan is badly needed and he is glad to see it moving forward.
- Councilor Bolf asked how much of the 1995 Comprehensive Plan has moved forward. She has concern with the money.
- Travis Tanner stated this is a budgeted item.
- Councilor Benton expressed concern with the money and suggested tabling the item until Councilor Euton could be present at a meeting to present her thoughts.
- Councilor McConathy concurred with Councilor Benton and suggested tabling the item to a workshop for more discussion. She is not sure the scope in this project needs to be as large and outreaching as it is here.
- Councilor Pena expressed his concern with all the time put in by the committees to review these items. The City is growing very rapidly and we need help. City staff is understaffed and can't keep up. We looked at these professionals as a Council, based on the information the committees provided. If Council does not approve of the committees then they should be abolished. Going over items over and over is redundant and if that is what we have to do then he does not want to sit on a committee and have it come back to be looked at again.
- Councilor McConathy stated she respects his opinion and she is not questioning the feedback from the committee and staff efforts. She has to respond to her constituents and why we are spending \$100,000.
- Aaron Tuley, Kendig Keast Collaborative provided an overview of the scope of work on the plan with emphasis on community input, workshops and task force meetings to get as much public input and buy in as possible.
- Mayor Morales stated we have a vision and we need professional input to help us achieve that vision. Councilor Pena made a good point about the committees and boards we have. At this point it is critical due to the I69 expansion and other TxDOT projects coming our way. It is crucial that we move forward with the right plan.
- Councilor Grigar stated this was on the CIP list last year and Council rated it and staff rated it. It has finally surfaced to the top and Council agreed on it in the budget process. We are stepping backward.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to table the item. The motion carried by a vote of 4 to 2 as follows: **Yeses: Councilors Benton, McConathy, Pena and Bolf. Noes: Mayor Morales and Councilor Grigar.**

10. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1783, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 14-12 IN THE AMOUNT OF \$476,744.00, TO FUND THE FY2014 STREET OVERLAY AND RECONSTRUCTION PROJECT, THE PURCHASE OF A MOWER AND OTHER SUPPLEMENTAL REQUESTS.**

Executive Summary: During the April 22, 2014 City Council Workshop, staff presented the cost estimate for the recommended streets for the FY2014 Street Project in the amount of \$863,923.11. The FY2014 Budget includes \$300,000.00; \$79,410.00 remains from the FY2011 Street Program, and Rosenberg Development Corporation (RDC) agreed to fund \$44,621.00 for a portion of the Koeblen Road improvements. This leaves a balance of \$439,892.11 needed in additional funding. City Council agreed to move forward with the street improvements as presented with excess revenues used to cover the balance.

Additionally, staff identified some remaining funds from previously completed projects that could be used to fund several items that were requested for the FY2015 Budget. Staff recommends funding the following items in the current fiscal year since funding is available and these items are needed to perform certain job duties in an efficient and effective manner. These items include:

3. **HEAR PRESENTATION FROM GRANTWORKS, INC., REGARDING THE COMPREHENSIVE PLAN.**

Key discussion points:

- Ms. Denman Glover Netherland, AICP, from Grantworks, Inc., distributed handouts and gave a presentation regarding the firm's qualifications, experience, and proposals.
- During and after the presentation, Ms. Netherland from Grantworks, Inc. answered questions and provided additional information to the Committee and staff.

Action: No action taken.

4. **HEAR PRESENTATION FROM KENDIG KEAST COLLABORATIVE REGARDING THE COMPREHENSIVE PLAN.**

Key discussion points:

- Representatives from Kendig Keast Collaborative (Bret C. Keast, AICP; Aaron J. Tuley, AICP; and Jessica Duet) distributed handouts and gave a presentation regarding the firm's qualifications, experience, and proposals.
- During and after the presentation, Kendig Keast Collaborative answered questions and provided additional information to the Committee and staff.

Action: No action taken.

5. **CONSIDERATION OF AND ACTION ON A RECOMMENDATION TO THE ROSENBERG CITY COUNCIL REGARDING THE COMPREHENSIVE PLAN.**

Key discussion points:

- The Committee discussed each firm's presentation and proposal. Major topics included were: which firm would work in the best interest for Rosenberg and the citizens. The general consensus of the Committee was that all presenters did an outstanding job. The Committee leaned toward recommending Kendig Keast Collaborative because of their approach and because they had previously prepared the Parks Master Plan in 2002 and 2007. Kendig Keast Collaborative is familiar with Rosenberg, and the Committee discussed that their outlined overview would be a great benefit for Rosenberg strategically, due in part to their past knowledge in working on the Parks Master Plan.

Action: Councilor Pena made a motion, seconded by Councilor Benton to recommend to the City Council the firm of Kendig Keast Collaborative regarding the comprehensive plan. The motion carried by a unanimous vote.

3. **ADJOURNMENT.**

There being no further business, the Professional Services Committee Meeting adjourned at 8:20 p.m.

---DRAFT---

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
3	Traffic Calming Policies Discussion
ITEM/MOTION	
Review and discuss proposed traffic calming policies, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Speed Cushion Information – Austin, Texas
2. Speed Hump Guidelines – League City, Texas
3. Neighborhood Traffic Management Program – Houston, Texas
4. Traffic Calming Handbook – San Antonio, Texas
5. Traffic Calming Ordinance – Pearland, Texas
6. City Council Meeting Draft Minute Excerpt – 05-27-14

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Charles Kalkomey, P.E.
City Engineer

Reviewed by:

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

**Approved for Submittal
to City Council:**

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been added to the Agenda to allow staff the opportunity to present information regarding traffic calming measures and sample policies utilized by other municipalities.

Should City Council wish to develop a Traffic Calming Policy, staff will return with the Policy for consideration on a future City Council agenda.

SPEED CUSHIONS



Description: Speed cushions consist of either recycled rubber or asphalt, raised about 3 inches in height. The length of the cushion is about 10 foot. The spaces between the cushions allow emergency vehicles to partially straddle the device.

Advantages

- Reduces vehicle speed.
- Can reduce vehicular volumes.
- No restrictions to on-street parking.
- Does not restrict access to residents.
- Requires minimum maintenance.
- Minimal impact to emergency response times.

Disadvantages

- May increase emergency response times.
- May divert traffic to parallel streets.
- Not aesthetically pleasing.

Cost: \$5,600 - \$7,300

Cost varies depending on street width and location

Neighborhood Traffic Calming Program

Department of Transportation and Public Works, City of Austin, Texas

CUSHIONS & MEDIAN



Description: This combination of devices consists of speed cushions and a center median. The median provides some area for landscaping and narrows the travel lane while speed cushions reduce vehicle speed.

Advantages

- Reduces vehicle speed.
- Can reduce vehicular volumes.
- Does not restrict access to residents.
- Minimal impact to emergency response times.
- Aesthetically pleasing.

Disadvantages

- May increase emergency response times.
- May divert traffic to parallel streets.
- Curbside parking must be prohibited to adjacent residents.
- Maintenance responsibility.

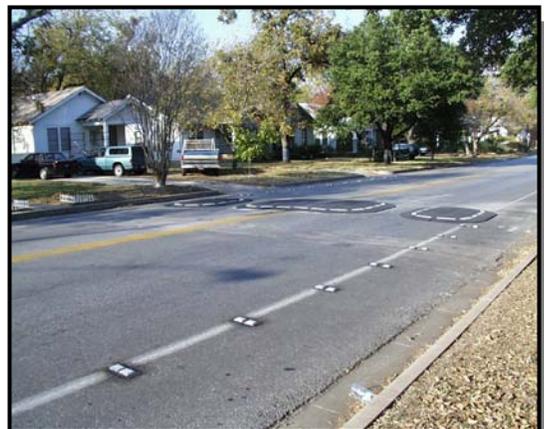
Cost: \$12,300 - \$19,000

Cost varies depending on street width and location

Neighborhood Traffic Calming Program

Department of Transportation and Public Works, City of Austin, Texas

SPEED CUSHIONS



Neighborhood Traffic Calming Program

Department of Transportation and Public Works, City of Austin, Texas

GUIDELINES FOR INTALLATION OF SPEED HUMPS IN EXISTING NEIGHBORHOODS

1. Request for Speed Hump

If a resident of a neighborhood desires a speed hump on a residential street, he/she shall do the following:

(a) Obtain the written approval of the neighborhood civic association, Board of Directors of the homeowner's association, or, in a residential area with no association (civic or homeowner's), by a petition of 51% of the front footage of property owners along the street between traffic control devices. The request should clearly designate the streets for speed humps and a detailed description of the perceived problem. The request for approval should contain both a statement that residents along the street have been contacted and a description of their comments.

(b) Provide to the City Traffic Engineer:

- (1) A written request for the speed hump(s).
- (2) Comments of the residents along the street.
- (3) The written approval of the Board of Directors of the homeowner's association, or civic association.
- (4) A petition from 51% of the homes where an association does not exist.

(c) Private Street Speed Humps

- (1) Speed humps placed on private streets must adhere to City Standards contained in this policy.
- (2) Installation and removal of speed humps on private streets is the sole responsibility of the private subdivision.

2. Analysis of Speed Hump Request

The City Traffic Engineer shall do a traffic study of the location and make a recommendation. Studies shall be conducted only on residential streets that carry a local street classification or on roadways that function as local streets. Traffic studies for speed humps shall not be installed on roadways serving more than 125 lots and roadways with collector street classification or higher.

Traffic studies will include the following:

- (a) A speed and count study will be done for each location in both directions on the roadway.
- (b) Identify impacts of cut-through traffic and potential for diversion of cut-through traffic somewhere else in the subdivision.
- (c) Impacts of speeds on existing trail systems and the trail system crossings.
- (d) Potential for impacts on school and park traffic and pedestrians.
- (e) Recommendations to install speed humps shall have the concurrence of both the police department and the fire department.

3. Applicant Requirements Based Upon Traffic Study Findings

- (a) If the 85th percentile speed is greater than 35 miles per hour (mph), the applicant is request will move forward with the request submittals being sufficient enough to move forward.
- (b) If the 85th percentile speed is less than 35 mph, the applicant shall provide a petition with support from 2/3 of the homes on the street and have HOA/civic association approval if they exists. This will move the project forward if it is recommended for speed humps.

4. Approval by City Council

After the analysis has been completed by the City Traffic Engineer and all documentation has been provided to the City, the Enginnering Director shall request the item be placed on the Council agenda for action.

5. Payment of Speed Humps

The City Traffic Engineer shall make a recommendation as to which requests for speed humps should have priority based on traffic study. It is contemplated that the City and the homeowners/civic associations shall share 50/50 in the cost of the speed humps. Cost will vary by location and the number of speed humps being installed. Cost will consist of material cost for the actual speed hump, proper signage, poles, and installation cost. The City will provide the homeowners/civic associations with a cost estimate before installation will begin. Petition requests will be share 50/50 with the signers of the petition and the City.

6. Design of Speed Humps

The speed humps shall be design in compliance with Figures 1-3 and shall adhere to all design requirements within those figures.

7. Removal of Speed Humps

If a resident of a neighborhood desiring the removal of a speed hump on a residential street, he/she shall do the following:

- (a) Obtain the written approval of the neighborhood civic association, Board of Directors of the homeowner's association, or, in a residential area with no association (civic or homeowner's), by a petition of 51% of the front footage of property owners along the street between traffic control devices. The request should clearly designate the streets for speed humps and a detailed description of the perceived problem. The request for approval should contain both a statement that residents along the street have been contacted and a description of their comments.
- (b) Provide to the City Traffic Engineer:
 - (1) A written request for removal of the speed hump(s).
 - (2) Comments of the residents along the street.
 - (3) The written approval of the Board of Directors of the homeowner's association, civic association, or a petition of 51% of the residents without an association as defined above.
- (c) Removal of the speed hump(s) shall be 100% at the expense of the applicant.



TRAFFIC CALMING MEASURES

1. Speed Limit Signs

Speed limit signs are traffic control devices used to communicate the safe and reasonable operating speed on a particular roadway. Under Texas state law, all residential streets are 30 mph unless posted other than 30 mph.



Advantages

- Inexpensive
- Informs the driver of the regulatory speed limit

Disadvantages

- May not affect familiar motorists behavior
- Effectiveness decreases on straight and wide streets
- Signs are unattractive and can cause visual clutter

Approximate Cost

- \$150 per sign installation

Eligibility Considerations

- Streets that have a documented speeding problem
- Streets that appear to motorists to have a faster speed limit, i.e., very wide streets
- Primary entrance into a residential subdivision where the interior streets are all 30 mph zones
- Streets that have a speed limit that differ from 30 mph



Neighborhood Traffic Management Program

2. Stop Lines (Stop Bars)

Stop lines (stop bars) are 24 inches wide, solid white lines extending across approach lanes to indicate the point at which to stop. Not required at intersections with stop signs.



Advantages

- Directs motorists of the preferred location to stop their vehicle when sight distance is limited or when accident history indicates that motorists are running the stop sign

Disadvantages

- As with all pavement markings, they require perpetual maintenance
- Effectiveness is diminished when markings are faded

Approximate Cost

- \$300 - \$800 per intersection

Eligibility Considerations

- Poor sight distance from a stop or yield-controlled approach to an intersection
- Accident trend that may be correctable by marking stop lines



Neighborhood Traffic Management Program

3. One-Way Streets and Partial or Half Closure

Converting two-way streets to one-way streets can help reduce cut-through traffic when there is a dominant direction in traffic flow. Similarly, partial or half closures which are barriers that block travel in one direction for a short distance on otherwise two-way streets; can help cut-through traffic.



Advantages

- May be useful when a high volume of non-local traffic uses a neighborhood street as a shortcut between arterial roadways. In this case, the one-way flow is oriented in the opposite direction of the cut-through traffic. For partial or half closures the one direction restriction for a short distance is oriented in the opposite direction of the cut-through traffic.

Disadvantages

- Residents may be inconvenienced by the one-way and half or partial closure flow
- The problem may be diverted to parallel routes if they exist
- Pedestrians are less inclined to check the street for vehicles approaching from the wrong direction

Approximate Cost

- \$2,500 - \$3,500 per block (one-way street conversion)
- \$5,000 to \$20,000 per block (partial or half closure)

Eligibility Considerations

- 90% of abutting property owners must agree.
- Review and approval by the emergency response departments is necessary
- Acknowledgement that one-way designation would be permanent (i.e., 24-hours a day, 7 days a week)



Neighborhood Traffic Management Program

4. Improved Shoulders / Parking Lanes

Improved shoulders/parking lanes are areas along the edge of the roadway created by marking a four-inch wide, white stripe approximately six to eight feet from the curb or edge of pavement. The width is sufficient to allow vehicles to park without being too wide to be confused by motorists as a travel lane.



Advantages

- May give the psychological effect of reducing pavement width and may reduce operating speeds.
- 7 to 8 foot improved shoulders may serve as a parking lane

Disadvantages

- Markings require perpetual maintenance

Approximate Cost

- \$250 - \$300 per 100 linear feet per direction

Eligibility Considerations

- Street pavement width must exceed 36 feet
- Street must be classified as a residential or collector street



Neighborhood Traffic Management Program

5. Modified Striping

Modified striping is placed along the edge of the roadway by marking a four-inch wide stripe from the curb or edge of the pavement. Hatch stripes also help provide a buffer from bicyclist and pedestrians.



Advantages

- May give the psychological effect of reducing pavement width and may reduce operating speeds

Disadvantages

- Markings require perpetual maintenance

Approximate Cost

- \$250 - \$300 per 100 linear feet per direction

Eligibility Considerations

- Street pavement width must exceed 36 feet
- Street must be classified as a residential or collector street



Neighborhood Traffic Management Program

6. Bicycle Lanes

Bicycle lanes are areas along the edge of the roadway created by marking an 8-inch wide, white stripe approximately five to six feet from the curb or edge of the pavement. In addition to the white stripe on the road, bicycle symbols and arrows are placed on the pavement within the bike lane and appropriate signage is placed adjacent to the roadway.



Advantages

- Provides a safe place for bicyclists to ride and not interfere with roadway traffic
- May give the psychological effect of reducing the pavement width and may reduce operating speeds
- Provides a location where pedestrians can walk along the roadway when sidewalks might be obstructed or are non-existent

Disadvantages

- High level of maintenance to maintain striping on roadway
- Signs are a requirement and can be unsightly in residential areas
- There is not a law preventing motorists from parking in a bike lane unless designated as no-parking along the entire segment
- Level of speed reduction is usually minimal

Approximate Cost

- \$6,000 per mile

Eligibility Considerations

- Street pavement width must exceed 32 feet
- Connectivity to local venues or other bike lanes should be present



Neighborhood Traffic Management Program

7. Turn Restrictions

Turn restrictions may be used on local street connections to main streets where through traffic volume along the continuing local street is a problem.



Advantages

- Dissuade cut-through traffic through residential streets
- May address certain types of accident problems i.e., rear-end or right angle accidents

Disadvantages

- Turn restrictions, like all restrictive regulations, require regular enforcement to achieve effectiveness
- Turn restrictions may inconvenience residents because they are also prohibited from turning

Approximate Cost

- \$200-500 per location

Eligibility Considerations

- Cut-through traffic must be quantified within the affected area
- License plate surveys may be conducted to accurately determine the amount and nature of vehicles cutting through from outside the neighborhood or street
- The estimated percentage of cut-through traffic on a street is equal to or greater than 20% of the observed daily traffic volume, and the observed daily volume is equal to or greater than 720 vehicles per day
- Should have 5 or more crashes in one-year that are correctable by restricting certain movements



Neighborhood Traffic Management Program

8. Rumble Strips

Rumble strips are patterned sections of rough pavement or may be topical applications of raised material, which directs the attention of the motorists back to the roadway.



Advantages

- Rumble strips may be used to heighten motorists' awareness of certain conditions, i.e., approaching a stop sign, curve, etc.

Disadvantages

- Rumble strips are noisy and may be inappropriate near residences
- Does not affect operating speeds of vehicles
- Effectiveness of the rumble strips has not been determined

Approximate Cost

- \$1,000 per lane per direction

Eligibility Considerations

- Unusual or unexpected condition that requires particular attention by the motorist
- Accident history that would support the installation of rumble strips
- Nearby residents must acknowledge that rumble strips are noisy and a written request must be submitted to the City, in the form of a petition, before installation



Neighborhood Traffic Management Program

9. Textured Pavement

Textured and colored pavement includes the use of stamped pavement or alternate paving materials to create an uneven surface for vehicles to traverse. They may be used to emphasize either an entire intersection or a pedestrian crossing, and are sometimes used along entire street blocks. Texture pavement is most appropriate for “Main Street” areas where there is substantial pedestrian activity and noise is not a major concern.



Advantages

- Reduces vehicle speeds over an extended length
- Creates a positive aesthetic value
- When placed at an intersection, it may calm two streets at once

Disadvantages

- Generally expensive, depending on materials used
- If used on a crosswalk, they can make crossings more difficult for wheelchair users and the visually impaired
- Street repair work will be more costly
- Pavement markings are difficult to maintain

Approximate Cost

- Varies by material and area to be covered

Eligibility Considerations

- This treatment should be reserved for areas like the downtown area, historic neighborhood areas, or as a signifier that fits into a specific development



Neighborhood Traffic Management Program

10. Flashing Beacons

A flashing beacon is a traffic signal with one or more signal sections that operates in a flashing mode. Flashing beacons are used to supplement regulatory or warning signs by drawing the motorist's attention to the sign.



Advantages

- Draws attention to regulatory or warning sign
- For school zones, it helps to remind motorists when the reduced speed zone is in effect

Disadvantages

- Cannot be placed close to trees due to the solar panels that power the device
- Limited street right-of-way can restrict effective placement of the device
- Overhead flashing beacons should not compete with a traffic signal or within the line of sight of the traffic signal

Approximate Cost

- \$14,000 per pair (side mounted) and \$25,000 per pair (overhead)

Eligibility Considerations

- Existing school zone locations
- Established pedestrian crossing locations
- Overhead flashing beacons required for multi-lane road with two (2) or more lanes of traffic in one direction
- Locations where verified crashes due to disregard to regulatory or warning signs thus requiring heightened awareness of signs



Neighborhood Traffic Management Program

11. Speed Limit Radar Unit Signs

Speed limit radar unit signs are supplemental traffic control devices used to inform motorists of their operating speed. Radar speed signs display actual vehicle speeds.



Advantages

- Reduces operating speeds to legal speed limit

Disadvantages

- Radar units are not appropriate on all roads
- Effectiveness may diminish over time if enforcement is not present
- City of Houston does not fund or maintain radar feed back signs, which means the neighborhood has to cover installation, maintenance, and insurance cost of the sign

Approximate Cost

- \$9,000 per installation

Eligibility Considerations

- May be used for school zones
- Must have sufficient street right-of-way for placement of the unit



Neighborhood Traffic Management Program

12. Subdivision Monument Signs

Subdivision monuments, or gateway treatments, help define the neighborhood area. Monuments are typically placed on the side of the road or within a median island at the main entrance points to a neighborhood.



Advantages

- Inform the motorists that they are entering a residential area
- Monument signs are useful to guide motorists to their destination

Disadvantages

- Monument signs are expensive to install and maintain
- Many residential areas do not have mandatory neighborhood or homeowner associations
- Voluntary associations typically lack the resources to erect and maintain such structures
- May have a negative impact on local street drainage or sight distance due to structure or landscape placed within area of monument

Eligibility Considerations

- Varies with the size of monument and construction materials used Eligibility Considerations
- Must have sufficient street right-of-way to place monument
- Must be a registered neighborhood/homeowner association
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

13. Speed Humps

Pre-formed rubber speed cushions are raised, physical features that are uncomfortable to negotiate at high operating speeds. Rubber speed cushions are sets of panels that are applied to the road surface using bolts. Rubber speed cushions do not impede emergency vehicles.



Advantages

- Effective in reducing operating speeds
- Wider emergency vehicles can straddle the cushions with minimal impact to speed
- Relatively easy for bicycles to cross

Disadvantages

- Creates a “rough ride” for all drivers
- May force large vehicles with rigid suspensions to travel at slower speeds
- May increase noise and air pollution
- May not be aesthetically pleasing
- Increases emergency vehicle response time by 8-10 seconds when installed in pairs, (i.e., at each end of a street)
- May have a negative impact on local street drainage
- Requires perpetual maintenance



Neighborhood Traffic Management Program

Approximate Cost

- \$12,000 - \$15,000 per set depending on street width/condition



Eligibility Considerations

- The street must provide access to abutting residential properties and/or to an institution
- The street may not be a Major Thoroughfare or a Major Collector as defined by the Department of Planning and Development
- The street may not be a designated Primary Emergency Service Travel Route as defined by the Houston Fire and Police Departments
- The street may not be designated as a METRO bus route
- There must be no more than one moving lane of traffic in each direction
- The street must have a posted or prima facie speed limit of 40 mph or less
- The street must be paved prior to construction of the speed humps
- Traffic volumes must be less than 5,000 vehicles per day
- 15% of the observed vehicular speeds must exceed the posted or prima facie speed limit by 3 miles per hour or more in a 24-hour period; or there must be five or more reported speed related accidents within a segment during the last twelve months of recorded data
- Evidence of neighborhood support (2/3 of the residents property abutting the street segment in question must support installation of speed humps)



Neighborhood Traffic Management Program

14. Speed Tables

Speed tables are flat-topped speed humps often constructed with brick or other textured materials on the flat section. Speed tables are typically long enough for the entire wheelbase of a passenger car to rest on the flat section. Their long flat fields give speed tables higher design speeds than [speed humps](#). The brick or other textured materials improve the appearance of speed tables, draw attention to them, and may enhance safety and speed-reduction.



Advantages

- For locations where low speeds are desired but a somewhat smooth ride is needed for larger vehicles
- Effective in reducing operating speeds, though not to the extent of speed humps
- Wider emergency vehicles can straddle the cushions with minimal impact to speed
- Relatively easy for bicycles to cross

Disadvantages

- Creates a “rough ride” for all drivers, though not to the extent of speed humps
- May increase noise and air pollution
- May not be aesthetically pleasing
- Increases emergency vehicle response time by 8-10 seconds when installed in pairs, (i.e., at each end of a street)
- May have a negative impact on local street drainage
- Requires perpetual maintenance



Neighborhood Traffic Management Program

Approximate Cost

- \$20,000 - \$35,000 per set depending on street width/condition



Eligibility Considerations

- The street must provide access to abutting residential properties and/or to an institution
- The street may not be a Major Thoroughfare or a Major Collector as defined by the Department of Planning and Development
- The street may not be a designated Primary Emergency Service Travel Route as defined by the Houston Fire and Police Departments
- The street may not be designated as a METRO bus route
- There must be no more than one moving lane of traffic in each direction
- The street must have a posted or prima facie speed limit of 40 mph or less
- The street must be paved prior to construction of the speed tables
- Traffic volumes must be less than 10,000 vehicles per day
- 15% of the observed vehicular speeds must exceed the posted or prima facie speed limit by 3 miles per hour or more in a 24-hour period; or there must be five or more reported speed related accidents within a segment during the last twelve months of recorded data
- Evidence of neighborhood support (2/3 of the residents property abutting the street segment in question must support installation of speed humps)



Neighborhood Traffic Management Program

15. Intersection Curb Extensions

Curb extensions are employed to facilitate pedestrian crossings by narrowing the width of the street. Curb extensions reduce the roadway width from curb to curb. They shorten the crossing distances for pedestrians and draw motorist's attention to pedestrians via raised curb extensions.



Advantages

- Improves pedestrian circulation and space
- Through and left-turn movements are easily negotiable by large vehicles
- Creates protected on-street parking bays
- Reduces speeds, especially for right-turning vehicles
- Tightens the curb radii at the corners, thereby reducing the speeds of turning vehicles

Disadvantages

- May slow right-turning emergency vehicles
- May require the elimination of some on-street parking near the intersection
- May require bicyclists to briefly merge with vehicular traffic
- May have a negative impact on local street drainage



Neighborhood Traffic Management Program

- May impact METRO bus stops

Approximate Cost

- \$5,000 - \$15,000



Eligibility Considerations

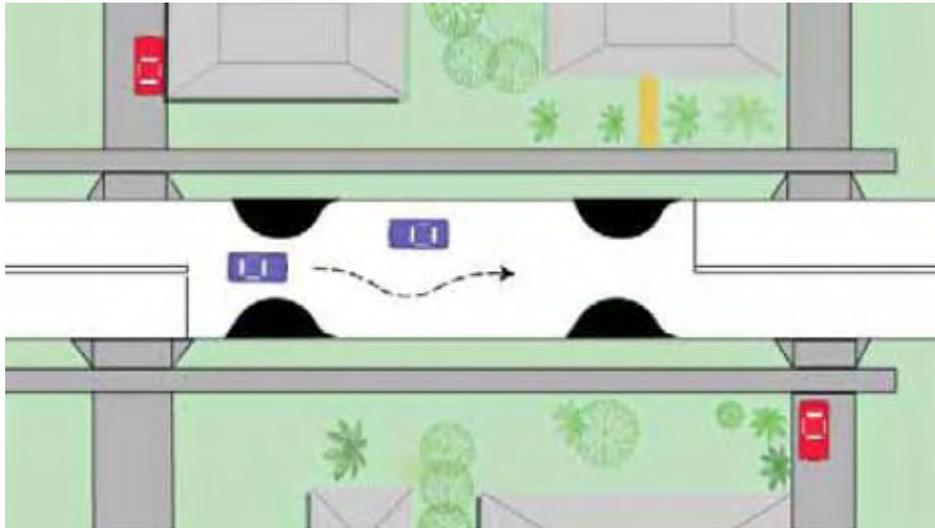
- Wide streets where significant pedestrian crossings occur
- Must be a local or collector street providing access to low density, single-family residential properties
- No more than one travel lane in each direction
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

16. Chokers

Chokers are mid-block curb extensions that reduce the roadway width from curb to curb. They shorten the crossing distances for pedestrians and draw motorist's attention to pedestrians via raised curb extensions.



Advantages

- Easily negotiable by large vehicles (such as fire trucks) except under heavy traffic conditions
- Has a positive aesthetic value
- Reduces speeds
- Provides parking refuge out of the traffic flow
- Reduces impervious cover and has a positive environmental impact

Disadvantages

- Curb realignment and landscaping can be costly if there are drainage issues
- May require the elimination of some on-street parking
- May be unfriendly to cyclists, unless specifically designed to accommodate them
- May have a negative impact on local street drainage



Neighborhood Traffic Management Program

Approximate Cost

- \$10,000 - \$25,000



Eligibility Considerations

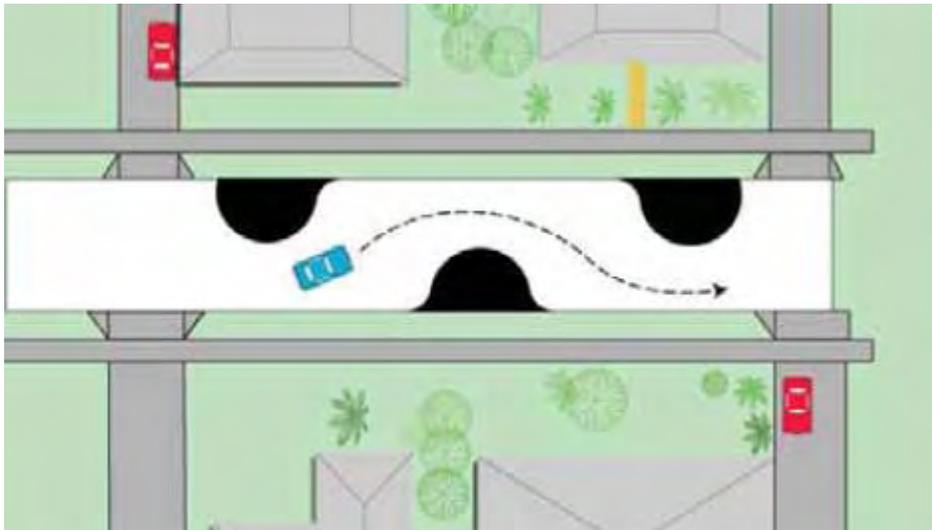
- 15% of the measured vehicular speeds must exceed the posted or prima facie speed limit by 6 miles per hour or more in a 24-hour study
- Minimum traffic volume of 500 vehicles per day
- Must be a local, or collector street providing access to low-density, single-family residential properties
- No more than one travel lane in each direction
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

17. Chicanes

Chicanes are mid-block curb extensions that alternate from one side of the street to the other, forming S-shaped curves. Typically, chicanes should only be used on low-volume (less than 500 vehicles per day) residential streets.



Advantages

- Easily negotiable by large vehicles (such as fire trucks) except under heavy traffic conditions
- Has a positive aesthetic value
- Reduces both speeds and volumes
- Reduces impervious cover and has a positive environmental impact

Disadvantages

- Curb realignment and landscaping can be costly, especially if there are drainage issues
- May require bicyclists to briefly merge with vehicular traffic
- May require the elimination of some on-street parking
- May have a negative impact on local street drainage



Neighborhood Traffic Management Program

Approximate Cost

- \$10,000 - \$25,000



Eligibility Considerations

- Daily traffic volume must range between 720 and 2,000 vehicles per day
- 15% of the observed vehicular speeds must exceed the posted or prima facie speed limit by 6 miles per hour or more in a 24-hour study
- Must be a local or collector street providing access to low density, single-family residential properties
- No more than one travel lane in each direction
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

18. Forced Turn Islands

Forced turn islands are raised islands that block certain movements on approaches to an intersection. These islands can be used for local street connections to main streets where through traffic volume along the continuing local street is a problem, or on a main street where left turns or through movements out of the side street are unsafe.



Advantages

- Improves safety by prohibiting dangerous turning movements
- Reduces traffic volumes on a cut-through route that crosses a major street

Disadvantages

- May simply divert a traffic problem to a different street
- May have a negative impact on local street drainage

Approximate Cost

- \$5,000 - \$15,000

Eligibility Considerations

- Cut-through traffic must be quantified by estimating neighborhood base traffic volume
- License plate surveys may be conducted
- The estimated percentage of cut-through traffic on a street is equal to or greater than 20% of the observed daily traffic volume, and the observed daily volume is equal to or greater than 720 vehicles per day
- Must show a history of accidents that are correctable by the installation of a forced turn island
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

19. Raised Pedestrian Refuge Island

Raised pedestrian refuge islands are typically located along the centerline of a street. These raised median islands aid pedestrians in crossing a street by allowing the crossing maneuver to be completed in two stages.



Advantages

- Reduces pedestrians crossing distance
- Allows crossing maneuver to be completed in two stages
- May reduce vehicle operating speeds

Disadvantages

- Requires sufficient street width on the major street
- May reduce sight distance if heavily landscaped
- Increased maintenance
- May impair access and encourage traffic driving on the wrong side of the street
- May have a negative impact on local street drainage

Approximate Cost

- \$15,000 - \$40,000

Eligibility Considerations

- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

20. Traffic Circle Islands

Traffic circle islands are raised landscaped areas located along the centerline of a roadway within non-intersection, mid-block locations. The islands narrow the travel lanes and channelize traffic and separate opposing flows. Traffic must slow down to maneuver around a median.



Advantages

- Increases pedestrian safety
- Can have positive aesthetic value
- Reduces operating speeds

Disadvantages

- May require elimination of some on-street parking
- May require right-of-way acquisition
- May have a negative impact on local street drainage

Approximate Cost

- \$10,000 - \$40,000

Eligibility Considerations

- Must be a local or collector street providing access to low-density, single-family residential properties
- No more than one travel lane in each direction
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

21. Median Barriers

Median barriers are islands located along the centerline of a street and continuing through an intersection so as to block through and left-turn movements at a cross street.



Advantages

- Improve safety at an intersection of a local street and a major street by prohibiting dangerous turning movements
- Reduces traffic volumes on a cut-through route that crosses a major street

Disadvantages

- Requires sufficient street width on the major street
- Limits turns to and from the side street for local residents and emergency services
- May require the removal of on-street parking on narrower streets
- May have a negative impact on local street drainage



Neighborhood Traffic Management Program

Approximate Cost

- \$10,000 - \$40,000



Eligibility Considerations

- Street must have a minimum 32 feet wide pavement section (36 feet recommended)
- License plate surveys may be conducted
- The estimated percentage of cut-through traffic on a street is equal to or greater than 20% of the observed daily traffic volume, and the observed daily volume is equal to or greater than 720 vehicles per day
- Should have a history of accidents that are correctable by the installation of a median barrier
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

22. Diagonal Diverters

Diagonal diverters are barriers placed diagonally across an intersection, blocking through movement; they are sometimes called full diverters or diagonal road closures. These types of street closures are most appropriate for neighborhood areas with grid network streets where cut-through traffic is a significant problem.



Advantages

- Maintains full pedestrian and bicycle access
- Reduces traffic volumes

Disadvantages

- Limits access for local residents and emergency services
- May require reconstruction of corner curbs
- May inconvenience neighborhood residents
- May have a negative impact on local street drainage
- Requires approval of the entire platted subdivision



Neighborhood Traffic Management Program

Approximate Cost

- \$10,000 - \$30,000



Eligibility Considerations

- Cut-through traffic must be quantified by estimating neighborhood base traffic volume
- License plate survey may be conducted
- The estimated percentage of cut-through traffic on a street is equal to or greater than 20% of the observed daily traffic volume, and the observed daily volume is equal to or greater than 720 vehicles per day
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

23. Roundabouts

Roundabouts are raised, circular islands that are used at un-signalized intersections in an effort to reduce vehicular operating speeds and improve safety.



Advantages

- Effective in moderating speeds and improving safety at intersections
- Can have positive aesthetic value
- Calms two streets with one feature

Disadvantages

- Large vehicles may have difficulty negotiating the center island
- May require the elimination of some on-street parking
- Landscaping must be maintained by the residents
- Effective designs may impede emergency vehicle response time along the street unless the approach is stop-controlled
- May have a negative impact on local street drainage

Approximate Cost

- \$15,000 - \$30,000 per intersection

Eligibility Considerations

- Must be a local or collector street providing access to low-density, single-family residential properties
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

24. Realigned Intersection

Realigned intersections are changes in alignment that convert T-intersections with straight approaches into curving streets that meet at right angles. A former “straight-through” movement along the top of the T becomes a turning movement. While not commonly used, they are one of the few traffic calming measures for T-intersections, because the straight top of the T makes deflection difficult to achieve, as needed for traffic circles. Realignment may be appropriate for intersections with only three approaches and at skewed intersections.



Advantages

- Reduce speeds and improve safety at a T-intersection

Disadvantages

- Costly
- May require some additional right-of-way to cut the corner
- May have a negative impact on local street drainage

Approximate Cost

- \$15,000 - \$50,000

Eligibility Considerations

- Must be a local or collector street providing access to low-density, single-family residential properties
- No more than one travel lane in each direction
- Signs and vegetation must not impact existing sight distance of side streets
- Neighborhood association landscape maintenance agreement may be required (if necessary)



Neighborhood Traffic Management Program

25. Police Enforcement

Police enforcement can reduce vehicle travel speeds and crashes. However, sufficient resources to mount and sustain effective speed enforcement programs are limited.



Advantages

- Inexpensive
- Reduced speeds
- Volume reduction

Disadvantage

- Compliance is temporary
- Time consuming, other priorities may limit resources for traffic enforcement

Approximate Cost

- No Charge

Eligibility Considerations

- Need to coordinate with Houston Police Department



Neighborhood Traffic Management Program

26. Radar Speed Trailer

Temporary radar speed trailers are mobile and easy to setup. They are used to make drivers aware of their speed by providing an instant displayed message. Houston Police Department oversees the use of this equipment.



Advantages

- Inexpensive
- Mobile
- Reduced speeds

Disadvantages

- Not self-enforcing
- Compliance is temporary
- Availability of trailer is limited

Approximate Cost

- No Charge

Eligibility Considerations

- Need to coordinate with Houston Police Department

TRAFFIC CALMING HANDBOOK



City of San Antonio
Department of Public Works

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Introduction

One of the City of San Antonio's goals is to improve mobility safety across all modes of travel in a way that fits in a given neighborhood environment. This Traffic Calming Handbook is aimed at improving neighborhood quality of life by providing traffic calming options on residential streets. Traffic calming refers to improving street features to reduce the negative effects of speeding and cut-through traffic while enhancing safety for pedestrians and bicyclists. These efforts are typically aimed at reducing vehicle speeds and/or the volume of non-local traffic in residential areas.

***Disclaimer:** This handbook is intended as a guidance only. There are City ordinances which authorize what can be constructed in the public right-of-way. The Department of Public Works is accountable for determining what can be constructed in the public right-of-way to ensure the welfare and safety of all users. Citizen requests that do not meet all traffic calming requirements as identified in this handbook may be denied. For more information please contact 311.*

Background

Speed humps have historically been the most commonly used solution for traffic calming issues in San Antonio, although other measures are also available. This handbook details alternative traffic management measures that also address specific traffic issues and provides guidance on selecting the most appropriate measure that addresses specific traffic issues.

A city's transportation network is generally comprised of three different street classifications, which include local, collector and arterial roadways. Per the City's Unified Development Code, local streets are generally lower volume streets (500 to 8,000 vehicles per day) primarily providing access to residential properties. Collector streets have higher traffic volumes (8,000 to 10,000 vehicles per day) and connect local streets to arterial streets, which are identified on the Major Thoroughfare Plan. Arterial streets carry the highest volume of traffic (14,000 to 46,000 vehicles per day) and generally connect to local highways.

Traffic calming measures are typically appropriate on two-lane local residential streets with lower traffic volumes. Certain traffic calming measures may not be used on major collector or arterials roadways. Traffic calming measures should be used to address extraordinary traffic problems within residential areas, like unusually high traffic volumes and/or high operating speeds. Traffic count collection or other studies may need to be completed to determine the nature and severity of the traffic problem when evaluating alternative treatments. Public Works staff will make the final recommendation on which traffic calming measure, if any, is most appropriate.

Complete Streets Policy

The City of San Antonio adopted a Complete Streets Policy on September 29, 2011. The Policy encourages an approach to street design that supports pedestrian and bicycle oriented neighborhoods; promotes healthy living, fitness, and activity; enhances the economic vitality of commercial corridors and districts; and maximizes the benefits of investment in public infrastructure. The Complete Streets Policy will be considered when traffic calming measures are being identified.

One of the most important principles of the Complete Streets concept is that each street improvement will take into account all users. This includes people driving cars, riding bikes, walking, using transit, and using wheelchairs. There is not a “one-size fits all” approach to Complete Streets. The function of the road (e.g. local, collector, and arterial) and the level of vehicular, pedestrian, and bicycle traffic will be considered. The use of the land next to the road (e.g. residential or commercial) will also be considered to determine the best range of options for each situation.

Traffic Calming Measure Request Process

1. Requests can be made through 311, letter from the Neighborhood Association (NA), Home Owner Association (HOA), City Council office, etc.
2. If a study is required, all necessary data will be collected.
3. Public Works will submit proposed treatments to the San Antonio Fire and Police Departments, VIA and local schools for their review and comments as needed.
4. Public Works staff will provide the requestor(s) with study results, final recommended measures and estimated costs.
5. Public Works staff will provide the appropriate Council office with recommendations and estimated costs for their consideration of funding.
6. Once funding has been identified, detailed design plans will be prepared.
7. Adjacent property owners must agree when the proposed measures involves limiting access to their property. The proposed measure will not proceed without the consent of the property owners.

**See Traffic Calming Measure Request Chart on page 32*

NOTE: Some traffic calming measures may require a Neighborhood Association Landscape Maintenance Agreement.

Investment Cost and Implementation

Approximate costs for implementing each of the traffic calming measures is provided on page 33. It is important to note that implementation costs may differ from one location to another, and may be less expensive when integrated as neighborhoods are being developed. Utility relocations or right-of-way requirements may impact the cost of each traffic calming measure and implementation may not be cost effective. Traffic calming measures that include landscaping will also require a continual commitment between the City of San Antonio and neighborhood associations to maintain and irrigate vegetation.

If a traffic study for a neighborhood is completed, the results will be developed into a Neighborhood Traffic Management Plan (NTMP). The NTMP will recommend traffic calming measures. However, the implementation of the plan may **not** occur if:

- The San Antonio Fire and Police Departments do not approve the measure because of the impact to emergency response,
- placement of the measure could negatively impact public safety,
- existing right-of-way is not available for the selected measure,
- conflict with existing utilities, or
- adjacent property owners do not support the proposed measure.

Measures of Effectiveness

The various traffic calming measures can help decrease operating speeds, traffic volumes and/or accident problems. Typically measures that are viewed as successful by residents are those that provide better conditions for neighborhood living such as slower speeds or lower traffic volumes. In this handbook, the positive impact of each measure is based on a four-star scale, with four stars indicating the best results. The bottom of each page includes a scale that rates the reduction of speed, reduction of traffic volume, safety enhancement and projected maintenance for each measure.

Reduced Speed – Measures that keep operating speeds at or below the lawful speed will have more stars than measures that have little or no impact on operating speeds.

Reduced Traffic Volume – Measures that have a greater impact on reducing the volume of traffic will have more stars than measures which have no impact on reducing traffic volumes.

Enhanced Safety – Measures which have the potential to reduce crashes will have more stars than measures which would not necessarily reduce crash potential.

Projected Maintenance – Most traffic calming measures will require some level of maintenance depending on the level of use, weather, stability of soil, material and/or weight of the vehicle traffic. Measures which require little to no maintenance will have more stars than measures which require frequent maintenance or replacement.

Average Effectiveness by Application	
Zero Impact	☆☆☆☆
Poor	★☆☆☆
Fair	★★☆☆
Good	★★★☆☆
Best	★★★★☆

Signage: One-Way Streets

Converting two-way streets to one-way streets can help reduce cut-through traffic when there is a dominant direction in traffic flow.



Advantages

- Reduces high volume of non-local traffic that uses the street as a shortcut

Disadvantages

- Residents may be inconvenienced by the one-way flow
- Drivers may disregard the one-way sign and drive into oncoming traffic
- The cut-through traffic may be diverted to parallel streets
- Pedestrians are less likely to check for vehicles approaching from the wrong direction

Eligibility Considerations

- 90% of adjacent property owners must agree
- Review and approval by the San Antonio Police and Fire Departments
- Requestor(s) and residents must acknowledge that the one-way designation would be permanent

Reduced Speed ☆ ☆ ☆ ☆

Reduced Volume ★ ★ ★ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ☆

Signage: Turn Restrictions

Turn restrictions may be used on local streets to reduce traffic congestion or a pattern of crashes.



Advantages

- Deters cut-through traffic on residential streets
- Addresses accident problems such as rear-end or right angle crashes

Disadvantages

- Turn restrictions require regular enforcement to be effective
- Residents, San Antonio Police and Fire Departments may be inconvenienced by the turn restrictions

Eligibility Considerations

- Documented cut-through traffic should represent 25 percent or more of the total daily street volume
- History of accidents that can be corrected by a turn restriction

Reduced Speed ☆ ☆ ☆ ☆

Reduced Volume ★ ★ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ☆

Signage: Speed Limit Radar Unit Signs

Speed limit radar unit signs are supplemental traffic control devices which inform motorists of their operating speed on a digital display.



Advantages

- Alerts motorists of their operating speed, which may encourage them to slow down

Disadvantages

- Radar units signs are not appropriate on streets with high volumes
- Radar unit signs may require regular enforcement to be effective

Eligibility Considerations

- Operating speeds are 10 mph or more over the posted speed limit
- Must have sufficient right-of-way for placement of the unit

Reduced Speed ★ ★ ★ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ☆ ☆ ☆

Signage: Flashing Beacons

A flashing beacon operates in a flashing mode to supplement regulatory or warning signs in order to increase awareness.



Advantages

- Draws attention to regulatory or warning sign, such as reduced speed school zone signs

Disadvantages

- Cannot be placed close to trees due to the solar panels that power the device
- Must have sufficient right-of-way for placement of the unit

Eligibility Considerations

- School zone locations
- Pedestrian crossing locations
- Overhead flashing beacons are required for streets with two or more lanes of traffic in each direction

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ★ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ★

Maintenance ★ ☆ ☆ ☆

Signage: Speed Limit Signs

Speed limit signs are traffic control devices used to communicate the safe and reasonable operating speed on a particular roadway. Under Texas state law, all residential streets are 30 mph unless otherwise posted, based on a traffic engineering study. Speed limit signs are typically placed at the primary entrance to a neighborhood or where speed limits change.



Advantages

- Inexpensive
- Informs the driver of the regulatory speed limit

Disadvantages

- May not affect the driving behavior of frequent roadway users
- Effectiveness decreases on straight and/or wide streets
- Excessive signs can cause visual clutter

Eligibility Considerations

- Streets that have a documented speeding problem
- Streets that have speed limits which differ from 30 mph

Reduced Speed ★ ☆ ☆ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ☆ ☆ ☆

Maintenance ★ ★ ★ ☆

Pavement Markings: Speed Limit Pavement Markings

A speed limit pavement marking provides an additional display of the lawful speed limit on the roadway. These markings are used to supplement speed limit signs.



Advantages

- Provides a reminder of the lawful speed limit
- Catches the attention of the driver

Disadvantages

- Markings require continuous maintenance
- Not as effective when markings are faded

Eligibility Considerations

- Accident or speeding trends

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ☆ ☆

Maintenance ☆ ☆ ☆ ☆

Pavement Markings: Stop Lines (Stop Bars)

Stop lines, also called stop bars, are 24 inch-wide, solid white lines extending across all lanes in one direction to indicate where to stop.



Advantages

- Provides motorists with an additional visual reminder to stop or yield
- Gives guidance on where to stop before entering the intersection

Disadvantages

- Markings require continuous maintenance
- Not as effective when markings are faded

Eligibility Considerations

- Poor sight distance from a stop or yield-controlled approach to an intersection
- Accident trend that may be corrected by marking stop lines

Reduced Speed ☆ ☆ ☆ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ☆ ☆ ☆

Pavement Markings: Improved Shoulders/Parking Lanes

Improved shoulders/parking lanes are areas along the edge of the roadway created by marking an eight-inch wide solid white stripe parallel to the curb or edge of the pavement. A minimum of seven feet from the edge of pavement is needed for a designated marked parking lane. The width is sufficient to allow parking for vehicles but not be mistaken as travel lanes, creating confusion for motorists. For wider roadways, hatch stripes may be added between the vehicle travel lane and the shoulder to serve as a buffer.



Advantages

- Narrows the motor vehicle travel lane which may cause motorists to reduce their operating speeds
- Seven to eight foot improved shoulders may serve as a parking lane
- Keeps vehicles further away from the side of the roadway providing a buffer area next to the sidewalk

Disadvantages

- Markings require continuous maintenance
- Not as effective when markings are faded
- Level of speed reduction is usually minimal

Eligibility Considerations

- Street width must exceed 36 feet

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ★ ☆ ☆ ☆

Enhanced Safety ★ ★ ☆ ☆

Maintenance ★ ☆ ☆ ☆

Pavement Markings: Bicycle Lanes

Bicycle lanes are areas along the edge of the roadway created by marking an eight-inch wide, solid white pavement markings approximately five feet from the curb or edge of the pavement. In addition to the white pavement markings on the road, bike symbols and arrows are placed on the pavement within the bike lane and appropriate signage is placed adjacent to the roadway.



Advantages

- Provides a place for bicyclists to ride in their own designated lane
- Narrows the motor vehicle travel lane which may cause motorists to reduce their operating speeds

Disadvantages

- Markings require continuous maintenance
- Signs are a requirement
- Excessive signs can cause visual clutter
- There is not a law preventing motorists from parking in a bike lane
- Level of speed reduction is usually minimal

Eligibility Considerations

- Street width must exceed 34 feet
- Connectivity to local venues or other bike lanes should be present
- Little to no homes facing the roadway

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ★ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ☆ ☆ ☆

Pavement Markings: Rumble Strips

Rumble strips are patterned sections of rough pavement or topical applications of raised material, which when driven over cause vibration and noise in a vehicle. This treatment is intended to direct the attention of the motorist back to the roadway.



Source: http://www.trafficlinesinc.com/rumble_strip_process.htm

Advantages

- Rumble strips may be used to heighten motorists' awareness of certain conditions like a stop sign, curve or speed limit change

Disadvantages

- Rumble strips are noisy and may be annoying to nearby residents

Eligibility Considerations

- Accident history that would support the installation of rumble strips
- Streets that have a documented speeding problem
- Adjacent property owners must agree to installation

Reduced Speed ★ ☆ ☆ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ☆ ☆ ☆

Maintenance ★ ☆ ☆ ☆

Curb Extensions: Intersection Curb Extensions

Curb extensions assist pedestrians crossing at intersections, by narrowing the width of the street.



Advantages

- Improves pedestrian safety by shortening crossing distance
- Creates protected on-street parking bays
- Reduces the speed of turning vehicles, especially for right turn movements

Disadvantages

- May slow right-turning emergency vehicles
- Some on-street parking near the intersection may be eliminated
- Bicyclists may briefly have to merge with vehicular traffic
- VIA bus stops may be impacted

Eligibility Considerations

- Wide streets where significant pedestrian crossings occur
- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ☆

Curb Extensions: Chokers

Chokers are curb extensions that reduce the roadway width from curb to curb. They shorten the crossing distances for pedestrians and draw motorist's attention to pedestrians.



Advantages

- Narrows the roadway which may cause motorists to reduce their operating speeds
- Provides parking refuge out of the traffic flow

Disadvantages

- Curb realignment and landscaping may be costly
- Some on-street parking may be eliminated
- Bicyclists may briefly have to merge with vehicular traffic

Eligibility Considerations

- Operating speeds are 35 mph or greater
- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required If landscaping is included

Reduced Speed ★ ★ ★ ☆

Reduced Volume ★ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ☆

Curb Extensions: Chicanes

Chicanes are mid-block curb extensions that alternate from one side of the street to the other, forming S-shaped curves. This measure should be only used on residential roadways with less than 500 vehicles per day if reducing the street width to only one lane.



Source: http://en.wikipedia.org/wiki/File:One_lane_chicane_1.jpg

Advantages

- Narrows the roadway which may cause motorists to reduce their operating speeds and may reduce volume
- Reduces impervious cover and has a positive environmental impact

Disadvantages

- Curb realignment and landscaping may be costly
- Some on-street parking may be eliminated
- Bicyclists may briefly have to merge with vehicular traffic
- Local street drainage may be impacted

Eligibility Considerations

- Residential street with a lawful speed limit of 30 mph
- Operating speeds of 35 mph or greater
- No more than one travel lane in each direction
- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ★ ★ ★

Reduced Volume ★ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ☆

Street Closures: Diagonal Diverter

Diagonal diverters are barriers placed diagonally across an intersection, blocking through movement; they are sometimes called full diverters or diagonal road closures. These types of street closures are most appropriate for neighborhood areas with grid network streets where cut-through traffic is a significant problem.



Source: <http://ladotbikeblog.wordpress.com/2010/10/25/anatomy-of-a-bicycle-friendly-street-diverters/>

Advantages

- Maintains full pedestrian and bicycle access
- Reduces the volume of vehicles

Disadvantages

- Reduces access options for local residents and emergency services
- Reconstruction of corner curbs may be necessary
- Local street drainage may be impacted
- Requires approval of the entire neighborhood

Eligibility Considerations

- Cut-through traffic should represent 25 percent or more of the total daily street volume
- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ★ ★ ★ ★

Enhanced Safety ★ ★ ★ ★

Maintenance ★ ★ ★ ☆

Street Closures: Half-Street Closures

Half street closures are barriers that block travel in one direction for a short distance on otherwise two-way streets. They are sometimes called partial closures, entrance barriers, or one-way closures.



Advantages

- Maintains two-way bicycle access
- Reduces the volume of vehicles

Disadvantages

- Limits access for local residents and emergency services
- Drivers may disregard the barrier and drive into oncoming traffic
- Local street drainage may be impacted

Eligibility Considerations

- Significant amount of cut-through traffic in one direction only
- No more than one lane of travel in each direction
- Close, Vacate and Abandonment process through the Capital Improvements Management Services (CIMS) Department is required ¹
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ☆ ☆ ☆

Reduced Volume ★ ★ ★ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ★

¹ http://www.sanantonio.gov/dsd/pdf/DPM/CIMS_closure.pdf

Medians: Raised Pedestrian Refuge Island

Raised pedestrian refuge islands are located in the center of a street. The island allows the pedestrian to cross the street in two stages.



Advantages

- Reduces pedestrians' crossing distance
- May reduce the speed of vehicles
- Allows the pedestrian to cross the street in two stages

Disadvantages

- May impair access and encourage wrong-way traffic if blocking driveways
- Some on-street parking may be eliminated

Eligibility Considerations

- Requires sufficient street width
- High pedestrian volume

Reduced Speed ★ ★ ★ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ★

Maintenance ★ ★ ★ ★

Medians: Median Barriers

Median barriers are islands located in the center of a street that continue through an intersection to block left-turn and through movements.



Advantages

- Prohibits dangerous turning movements and improves safety
- Reduces the volume of vehicles on a cut-through route that crosses a major street

Disadvantages

- Limits turns to and from side streets for residents and emergency services
- Some on-street parking may be eliminated on narrower streets

Eligibility Considerations

- Street width must be minimum 32 feet wide
- Cut-through traffic should represent 25 percent or more of the total daily street volume
- Accident history that would support the installation of a median barrier
- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ★ ☆ ☆

Reduced Volume ★ ★ ★ ☆

Enhanced Safety ★ ★ ★ ★

Maintenance ★ ★ ★ ★

Medians: Forced Turn Islands

Forced turn islands are raised islands that block turn movements on approaches to an intersection. Forced turn islands may reduce traffic congestion, crashes, and/or help reduce cut-through traffic.



Advantages

- Prohibits dangerous turning movements and improves safety
- Reduces the volume of vehicles on a cut-through route that crosses a major street

Disadvantages

- Traffic problem may be diverted to a different street
- Local street drainage may be impacted
- May cause sight distance challenges for right turning vehicles as drivers enter intersection at a skewed angle

Eligibility Considerations

- Cut-through traffic should represent 25 percent or more of the total daily street volume
- Accident history that would support the installation of a forced turn island
- Street should be wide enough to construct a turn islands
- Signs and vegetation must conform to the Clear Vision Area ordinance
Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ☆ ☆ ☆ ☆

Reduced Volume ★ ★ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ★

Medians: Median Islands

Median islands are raised landscaped areas located in the center of a roadway in the middle of a block. Median islands narrow the travel lanes and separate opposing traffic flows.



Advantages

- May reduce the speed of vehicles as motorists travel around the median

Disadvantages

- Some on-street parking may be eliminated
- May require right-of-way acquisition

Eligibility Considerations

- No more than one travel lane in each direction
- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ★ ★ ★

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ★

Medians: Traffic Circles

Traffic circles are raised, circular islands that are used within intersections in residential areas in an effort to reduce vehicle operating speeds.



Advantages

- Effective in reducing vehicle speeds and improving safety at intersections
- Provides traffic calming devices for two or more streets

Disadvantages

- Large vehicles may have difficulty negotiating the center island
- Some on-street parking may be eliminated
- Ineffective designs may impede emergency vehicle response time
- May not eliminate left-turn cut-through violations

Eligibility Considerations

- Signs and vegetation must conform to the Clear Vision Area ordinance
- Neighborhood Association Landscape Maintenance Agreement required if landscaping is included

Reduced Speed ★ ★ ★ ☆

Reduced Volume ★ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ★ ★ ★

Speed Humps: Speed Humps

Speed humps are pre-formed rubber cushions applied to the road surface and are uncomfortable to negotiate at high operating speeds.



Advantages

- Effective in reducing vehicle speeds
- Relatively easy for bicyclists to cross

Disadvantages

- Makes traveling on the roadway uncomfortable for motorists and may increase noise
- Increases emergency vehicle response time by 8-10 seconds when installed in pairs
- Requires continuous maintenance

Eligibility Considerations

- A completed traffic calming request form, containing signatures of 2/3 of the residents whose property lies along the street segment of the study area
- The street segment must be primarily a residential street or provide access to abutting residential properties
- Street must not have more than one lane of travel in each direction
- Must not be a designated as an arterial street on the Major Thoroughfare Plan
- Speed limit must be 30 mph
- The street segment must be at least a 1/4 mile long without interruption by a traffic control device or other traffic calming feature
- The street segment must not be within 1/4 mile from a Fire Department facility that it significantly interferes with emergency vehicle operations

Reduced Speed ★ ★ ★ ☆

Reduced Volume ★ ★ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ☆ ☆ ☆ ☆

Speed Humps: Speed Tables/Raised Crosswalks

Speed tables are flat-topped speed humps that covers the entire width of the roadway. When outfitted with crosswalk markings and signage, the speed table becomes a raised crosswalk.



Source: <http://www.saferoutesinfo.org/program-tools/how-can-you-slow-down-traffic>

Advantages

- Raised crosswalks improve safety for both pedestrians and vehicles
- Effective in reducing vehicle speeds

Disadvantages

- May increase noise
- Local street drainage may be impacted

Eligibility Considerations

- The street segment must be primarily a residential street or provide access to abutting residential properties
- Street must not have more than one lane of travel in each direction
- Speed limit must be 30 mph
- Documented operating speeds must be at least 35 mph or higher
- Minimum traffic volume of 500 vehicles per day
- Should only be placed at mid-block crossing locations
- The street segment must not be so close to a San Antonio Fire Department facility that it significantly interferes with emergency vehicle operations

Reduced Speed ★ ★ ★ ☆

Reduced Volume ★ ★ ☆ ☆

Enhanced Safety ★ ★ ★ ☆

Maintenance ★ ☆ ☆ ☆

Enforcement: Police Enforcement

Police enforcement may reduce vehicle travel speeds and crashes. However, sufficient resources to mount and sustain effective speed enforcement programs are limited.



Advantages

- Effective in reducing vehicle speeds and volume

Disadvantages

- Compliance may be only temporary
- Requires extended amount of patrol time
- Resources may be not be available

Eligibility Considerations

- Requires coordination with the San Antonio Police Department

Reduced Speed ★ ★ ★ ★

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ★ ★

Maintenance ☆ ☆ ☆ ☆

Enforcement: Temporary Radar Speed Trailer

Similar to a speed limit radar unit sign, temporary radar speed trailers are mobile and easy to setup. They are used to make drivers aware of their speed by providing an instant displayed message. The San Antonio Police Department oversees the use of this equipment.



Advantages

- Trailers can be used in various locations as needed
- Effective in reducing vehicle speeds

Disadvantages

- Radar Unit Signs require regular enforcement to be effective
- Compliance may be only temporary
- Resources may be limited

Eligibility Considerations

- Requires coordination with the San Antonio Police Department

Reduced Speed ★ ★ ★ ☆

Reduced Volume ☆ ☆ ☆ ☆

Enhanced Safety ★ ★ ☆ ☆

Maintenance ★ ☆ ☆ ☆

Additional Information

Eligibility Requirements

At least two-thirds of the property owners on the specified street who respond must agree on the type of traffic calming measure. For partial or full street closures, 100% consensus is required from the adjacent property owners. Placement of mid-block traffic calming measures will depend on the cooperation of the adjacent property owners.

Maintenance

Any necessary maintenance on traffic improvements will be the responsibility of the City with the exception of any landscaping that is installed as a result of the measure. All landscaping will be maintained by the neighborhood. The authorized representative of the neighborhood group must sign and maintain a current Neighborhood Association Landscape Maintenance Agreement. Installation of signs and vegetation must conform to the requirements of the Clear Vision Area ordinance. All landscaping must be reviewed and approved by the City Arborist and the Department of Public Works. Low maintenance vegetation is strongly recommended. Suggested low maintenance plants and grasses can be found at such sites as www.saws.org.

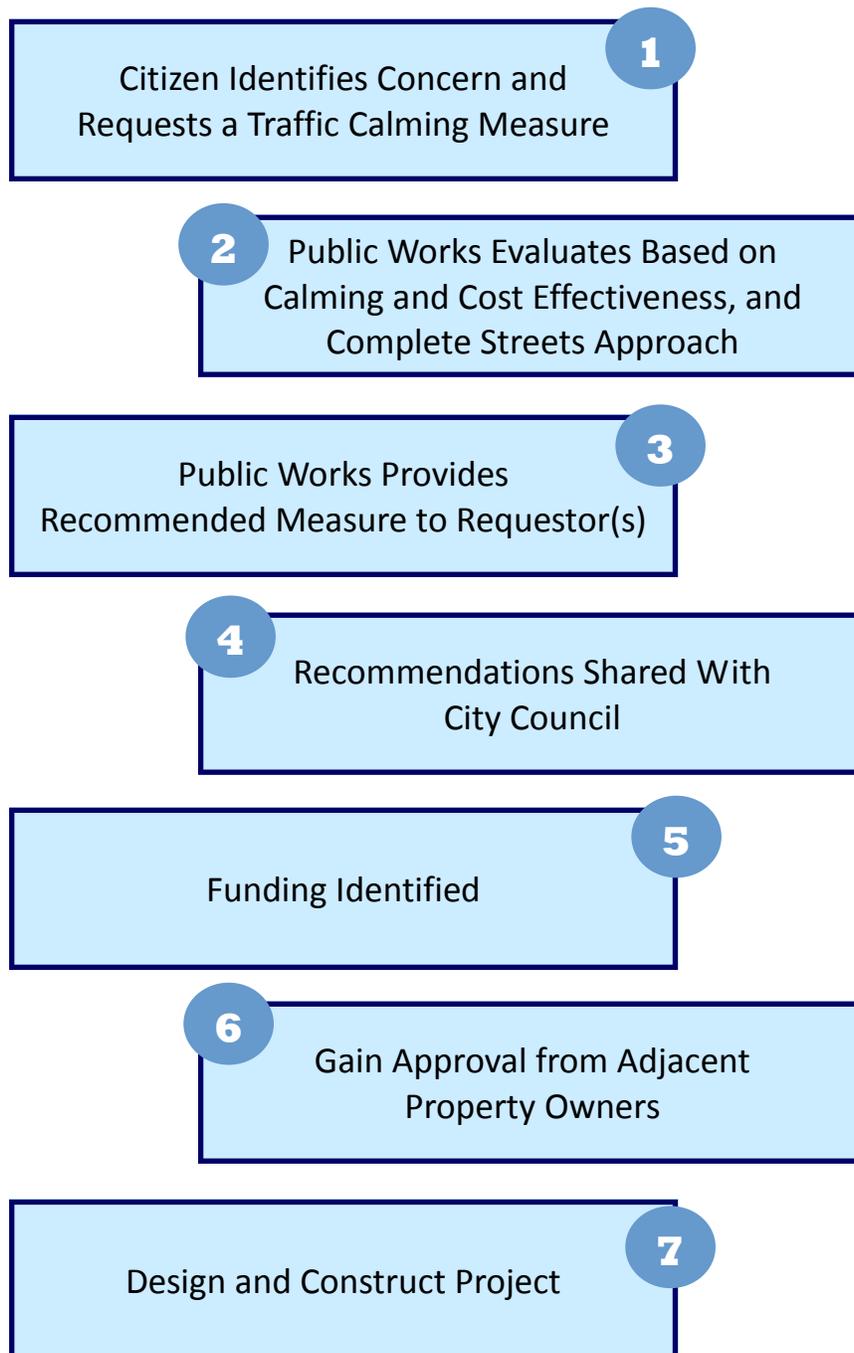
Monitoring and Evaluation

Within ninety days after installation of the measure, Public Works may begin evaluation of the measure, including residents' and motorists' reaction, field observations, traffic counts, speed studies and other data collection as needed. Any data collection needed for these purposes will not be charged to the neighborhood. If a project has not met its objectives, additional needs or changes can be considered. A measure not fully meeting its objectives does not automatically justify removal.

Removal of an Improvement

If the Department of Public Works determines that a measure needs to be removed for health or safety reasons, the department shall proceed to remove or modify the installation after notifying the neighborhood representatives. If the neighborhood itself decides that a traffic calming measure should be removed or significantly altered, the neighborhood must furnish petitions and signatures of more than 67 percent of households and businesses in support of the removal or alteration. The neighborhood may also be required to fund the removal or alteration of the measure.

Traffic Calming Measure Request Chart



Disclaimer: This handbook is intended as a guidance only. There are City ordinances which authorize what can be constructed in the right-of-way. The Department of Public Works is accountable for determining what can be constructed in the right-of-way to ensure the welfare and safety of all users. Citizen requests that do not meet all traffic calming requirements as identified in this handbook may be denied.

Estimated Cost Sheet

Traffic Calming Programs	Cost	Additional Details
Speed Limit Signs	\$150	Per sign installation
One-Way Streets	\$2,500 - \$3,500	Per block
Turn Restrictions	\$200 - \$500	Per location
Speed Limit Radar Unit Signs	\$9,000	Per installation
Flashing Beacons	\$14,000 - \$25,000	Per pair
Stop Lines (Stop Bars)	\$300 - \$800	Per intersection
Speed Limit Pavement Markings	\$300 - \$800	
Improved Shoulders/Parking Lanes	\$250 - \$300	Per 100 linear feet per direction
Bicycle Lanes	\$11,000	Per mile
Rumble Strips	\$1,000	Per lane per direction
Intersection Curb Extensions	\$5,000 - \$15,000	
Chokers	\$10,000 - \$25,000	
Chicanes	\$10,000 - \$25,000	
Diagonal Diverters	\$10,000 - \$30,000	
Half-Street Closures	\$10,000 - \$40,000	
Raised Pedestrian Refuge Island	\$15,000 - \$40,000	
Median Barriers	\$10,000 - \$40,000	
Forced Turn Islands	\$5,000 - \$15,000	
Median Islands	\$10,000 - \$40,000	
Traffic Circles	\$15,000 - \$50,000	Per intersection
Speed Humps	\$14,000 - \$20,000	Per set based on street width
Speed Tables/Raised Crosswalks	\$20,000 - \$30,000	Per set based on street width
Police Enforcement	No Charge	
Temporary Radar Speed Trailer	No Charge	

Disclaimer: Table is based on Fiscal Year 2011 cost estimates. Current costs may vary due to inflation and increased materials and construction costs.

RESOLUTION NO. R2002-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, APPROVING AND ADOPTING A TRAFFIC CALMING POLICY.

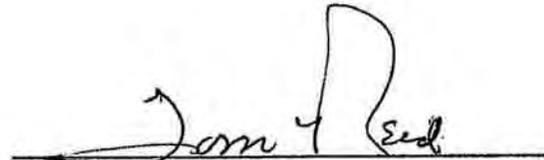
WHEREAS, the City Council realizes the necessity to establish a consistent procedure for reporting and responding to traffic related requests by citizens; and

WHEREAS, the City Council held a workshop with City staff on April 15, 2002, at which time recommendations for the City's traffic calming policy were presented; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

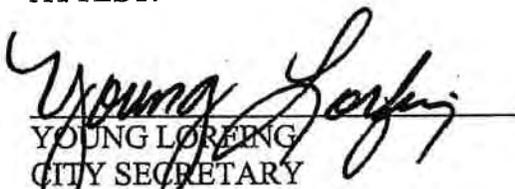
Section 1. That the City Council hereby adopts Traffic Calming Policy attached hereto as Exhibit "A".

PASSED, APPROVED, AND ADOPTED this 10 day of JUNE,
A.D., 2002.



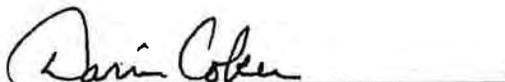
TOM REID
MAYOR

ATTEST:



YOUNG LORENG
CITY SECRETARY

APPROVED AS TO FORM:



DARRIN M. COKER
CITY ATTORNEY

Traffic Calming Policy

June 2002

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Appendix B	Examples of Drive Around Traffic
Appendix C	Ranking Criteria
Appendix D	Application and Survey Forms

PROJECT: TRAFFIC CALMING

DATE: June 2002

Submitted by:

Lt. R.J. Fraser, Patrol Division Commander, Pearland Police Department

Submitted to:

Alan Mueller, Deputy City Manager, City of Pearland

Resources:

City of McKinney, Texas Neighborhood Traffic Management Program

City of Garland, Texas Transportation Department

Institute of Transportation Engineers

Texas Manual on Uniform Traffic Control Devices (TMUTCD)

Pearland Police Department Speed Hump Project 1996

Alan Mueller, Deputy City Manager

Michael Ross, Former Project Manager

Jerry Burns, Director of Public Works

John Hargrove City Engineer

Andrew Gallagher, Assistant City Engineer

Samson Ukaegbu, Traff Data and Associates

INTRODUCTION

In 1996 the Pearland Police Department commissioned a study on the feasibility of implementing a Speed Hump installation program within the City of Pearland. While this program received numerous requests for installations, the program never materialized as cities across the nation were bombarded with negative feedback over similar programs. Alternative, yet ineffective, methods of slowing traffic, such as multi-way stop signs, were utilized in neighborhoods. These methods, while politically expedient, create hazards of their own.

Speed Humps received a great deal of criticism due to their ineffectiveness, in part due to improper installation; some criticism due to the increase in noise pollution; and some from emergency responders, who felt that their response times hampered their ability to save lives. In response to the criticism, cities across the country are spending money to remove the costly Speed Humps.

Since the proliferation of Speed Humps, and their subsequent departure, many cities have turned to a variety of methods for reducing the speeds and volumes of traffic in neighborhoods. These methods are commonly referred to as **traffic calming**.

There are a number of goals that a traffic-calming program would hope to achieve:

- Education of the public with respect to causes and appropriate solutions for neighborhood traffic problems.
- Explaining the roles of residents, resident representatives, and the City of Pearland in addressing traffic-related issues in neighborhoods and encourage neighborhood involvement as part of the solution to traffic related problems.
- Create clear policies and guidelines for submission of resident traffic requests and the processing of those requests by City staff.
- Discuss the advantages and disadvantages of potential solutions for traffic problems.

There are seldom-simple solutions to the traffic related problems that arise in our City. For example, the police department does not have the resources to issue citations for every speeding or parking violation that occurs. Additionally, the need for quick response times by first responders can be in conflict with local resident's desires to make speedy travel on a street impossible. These issues may be considered in a manner that will bring a balanced solution. This program intends to promote a framework through which the City of Pearland can develop constructive relationships with local residents and homeowner's associations for solving traffic-related problems in neighborhoods.

POLICIES AND PROCEDURES

The number of traffic related requests received by the City of Pearland increases each year in direct proportion to the increasing size of the city, both in area and population. Requests, which stem from traffic in residential areas, generally fall into three major categories:

1. A significant number of vehicles traveling on a residential street appear to be exceeding the legal speed limit.
2. Through-traffic has increased the volume of traffic on a residential street beyond a reasonable level.
3. Parked cars limit the use and accessibility of a street for residents and emergency vehicles.

The City of Pearland should adopt the following traffic management strategies recommended by the Institute of Traffic Engineers (ITE), for handling identified traffic concerns such as those mentioned above:

1. Establish, revise, and enforce general laws and ordinances pertaining to speed limits, intersection control, and parking regulations.
2. Educate residents to better understand the causes of traffic problems, potential solutions to those problems, and the advantages and disadvantages of implementing these solutions.
3. Install traffic control devices that provide specific regulatory, warning, or guide messages to motorists judiciously, and in conformance with the Manual of Uniform Traffic Control Devices.
4. Install traffic calming design features that manage the physical movement of vehicles or pedestrians within the roadway or within a neighborhood when the first three strategies have proven ineffective.

The report of traffic related issues have historically gone to the Police Department. Recently, requests for signage, signal alterations, and speed humps have been referred to the newly established Community Action Center for handling by the City Traffic Engineer or Appropriate staff. The CAC has been effective in routing requests, as well as insuring follow-up on a number of issues.

All requests for traffic-control or traffic-calming devices should be sent to the Community Action Center (CAC). The Community Action Center will provide information to the citizen regarding options available in responding to the inquiry. Additionally, the CAC will forward the information to the Police Department Patrol Commander and the Public Works Director. The CAC will continue to act as a liaison between City Departments and the requesting citizen(s).

The Police Department will coordinate targeted enforcement and make recommendations to the Public Works Director for the study of additional traffic-control devices.

The Public Works Director will coordinate the completion of any studies completed by the City Traffic Engineer, the proposal of ordinances for the placement of regulatory signs, placement of Traffic-Control Devices, and the placement of Traffic-Calming Devices.

In order to determine the proper measures to be taken in addressing a particular issue, the problem must be quantified with traffic volume counts, traffic speed assessments, accident records, and/or reports of problems from city personnel. Traffic volume and speed studies would be acquired from the City Traffic Engineer, while accident reports and citation activity are readily available from the Police Department.

If speeding were an identified problem, the second step would be to determine if an increased enforcement presence would be sufficient in addressing the issue. Additionally, neighborhood volunteers could distribute flyers in the neighborhood, informing residents of the specific problems that are occurring, the required corrective behaviors, and the responsibility of each resident to use the streets responsibly. Sign installation should also be considered at this time. If the

actions described were not effective in reducing the speeding problem, the site could be eligible for installation of traffic-control or traffic-calming devices to attempt to reduce the speeds.

In general, for a specific traffic-control device to be approved, the following must occur:

1. The City Traffic Engineer will conduct a study to determine and propose the most effective devices, if any, for each area.
2. The City Traffic Engineer must determine where the traffic-control device should be located.
3. City Council must pass an Ordinance for the enforcement of the device.

In general, for a specific traffic-calming device to be approved, the following must occur:

1. The City Traffic Engineer will conduct a study to determine and propose the most effective devices, if any, for each area. The cost of engineering studies is to be shared equally by the City and the residents or association requesting the device(s). Exception: Minor studies such as stop sign installation studies or similar studies intended to result only in the erection of regulatory or warning signs.
2. The City Traffic Engineer must determine where the traffic-calming device(s) should be located.
3. Residents potentially affected by the installation must indicate that they support the proposed location of the traffic-calming device through a survey prepared by the Public Works Department and distributed by a neighborhood representative.

SPEED LIMITS, INTERSECTION CONTROLS, PARKING RESTRICTIONS, AND SIGNAGE

The City of Pearland has the authority to set speed limits, locate intersection controls, and designate areas for parking restrictions by enactment of an ordinance. City staff recommends traffic control devices, which are in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), to council for enactment of an ordinance. The manual is a statewide set of standards for traffic control devices such as speed limits, stop signs, traffic signals, and other controls.

Speed Limits

According to the TMUTCD, the following factors should be considered in an engineering and traffic investigation to determine the proper numerical value for a speed zone:

1. Road surface characteristics, shoulder condition, grade, alignment, and sight distance.
2. The 85th-percentile speed and pace speed.
3. Roadside development and culture, and roadside friction.
4. Safe speed for curves and hazardous locations within the zone.
5. Parking practices and pedestrian activity.
6. Reported accident experience for a recent 12-month period.

The 85th-percentile speed is that speed which 85% of drivers do not exceed on a specific road. This factor is often used to re-evaluate speed limits on existing streets. The assumption in the TMUTCD is that most drivers are reasonable and drive at a safe speed on a roadway. (Only 15% of drivers exceed a "reasonable" speed.) City staff recommends speed limits to City Council based on these factors.

According to Texas Motor Vehicle Laws and City Ordinance, the speed limit on city streets is 30 miles per hour, unless there is a specific ordinance that designates a different speed limit on a street segment. The City of Pearland utilizes the following speed limits:

1. Local residential streets, 30 miles per hour.
2. Collector Streets and thoroughfares, 30 to 45 miles per hour.
3. In school zones during designated hours, 10 to 15 miles per hour lower than the posted limit.

The Texas Department of Transportation sets the speed limit on State-maintained roads within the city such as F.M. 518 (Broadway), F.M. 1128, F.M. 2234 (Shadow Creek Parkway), and State Highway 288. As the Texas Transportation Code establishes a 30 miles per hour speed limit on all roadways, unless otherwise posted, the City of Pearland does not install speed limit signs on all residential streets. These signs cost money to install and maintain, and signs detract from the aesthetic appeal of a neighborhood, and overuse of speed limit signs limits their effectiveness.

When a significant percentage of vehicles utilizing a certain roadway appear to exceed the speed limit, a traffic study can be conducted to determine if a speeding problem exists as well as the extent of the problem. For purposes of this study, a speeding problem is indicated on a residential street when the 85th-percentile speed is at least 10 miles per hour over the posted speed limit. (i.e. at least 15% of the drivers travel more than 10 miles per hour over the speed limit.) (TMUTCD)

Residents or Homeowners' Associations may submit a request for a traffic study for a particular street to the Community Action Center. The City will pay for minor studies, such as those for Multi-way Stop Signs or Speed Limit Studies. Traffic studies will be conducted by the City Traffic Engineer. Requests will be handled in the order they were submitted as resources become available to conduct the study. After the City has conducted the study and determined that a street has a speeding problem, three steps will be taken to address this problem:

1. The Police Department will be informed of the problem and the possibility of increased enforcement of the speed limit will be discussed.
2. The Community Action Center will consult with neighborhood representatives to set up a Neighborhood Traffic Volunteer Program to keep the neighborhood informed about the traffic problems and what can be done to help remedy the situation.
3. The City Traffic Engineer will consider whether additional signage, such as speed limit or warning signs, would be appropriate to install at the site.

A street may be eligible for re-evaluation of the speed limit, especially if some road, or roadside, conditions are currently different than anticipated when the original speed limit was set or if there is a history of traffic accidents that appear to be related to the speed limit. The traffic study, which determines if an increase or decrease in the existing speed limit is warranted, will follow the guidelines in the TMUTCD. If warranted, City Council then must adopt an ordinance to establish a new speed limit.

Should the methods, described above, prove not to be successful in remedying the speeding problem, the installation of traffic calming devices, which are intended to physically reduce vehicle speed, may be considered at the site. Policies and guidelines for such installation are discussed later.

Intersection Controls

Intersection controls are intended to establish which vehicles have right-of-way through an intersection, improve traffic flows, and reduce intersection delays. Examples of devices, which are used for intersection control, include yield signs, stop signs, traffic signals, and turn prohibition signs. The TMUTCD has very specific guidelines and criteria for the proper use and placement of intersection controls. For instance, the TMUTCD states that **stop signs should not be used for speed control.**

Requests for installation of intersection controls may be submitted to the Community Action Center. Requests will be processed in the order they are received and as resources become available. The City Traffic Engineer will conduct a traffic study to determine if an upgrade of traffic controls is warranted at an intersection utilizing the criteria in the TMUTCD. The traffic study will include the measurement of traffic volumes into the intersection from all approaches, the analysis of the distribution of traffic throughout the day, and gathering accident records for the intersection.

If the City Traffic Engineer determines that changes to the controls at an intersection are warranted, an ordinance will be taken before City Council for their approval. If a traffic signal is warranted at an intersection, a four-way stop can be installed and/or maintained until funding for the traffic signal becomes available. (Traffic signals can cost over \$100,000 per intersection.)

Parking Restrictions

Parking practices can occasionally cause traffic problems. For instance, traffic around schools can be problematic if parents double park or stand in driveways while dropping children off or picking them up. It sometimes becomes necessary to create zones with parking restrictions to keep streets open for emergency vehicles, fix sight visibility problems along a street, or restrict commercial operations from utilizing residential streets for parking. Parking restrictions on public streets are recommended by the City Traffic Engineer to the City for adoption through ordinance.

Most residential streets were designed to have on-street parking. Current City design standards allow a minimum pavement width of 27 feet in residential neighborhoods, which permits parking on both sides of the street and one through traffic lane in the center.

On-street parking has an added benefit of lowering traffic speeds on residential streets. Wide-open streets tend to encourage drivers to drive more quickly. On-street parking reduces the width of passable pavement and tends to slow drivers down because the parked cars appear to be obstacles. As long as on-street parking does not create a hazard for emergency vehicles, the City does not discourage on-street parking in residential areas.

Requests for parking restrictions can be referred to the Community Action Center. The City Traffic Engineer will examine the situation and consult with the Public Safety Department to determine if emergency service vehicles have been experiencing problems or potential problems exist.

Signage

Most traffic controls involve the use of signs (for example, stop signs, no parking signs, or speed limit signs). In addition to the regulatory signs mentioned previously, a number of warning signs and guide signs, such as "Dead End", "No Outlet", or street name signs, are also available for use by the City. The City of Pearland uses the guidelines of the TMUTCD for proper size, pattern, and location of all traffic signs.

As mentioned in the speed limit section of this chapter, the City of Pearland does not place speed limit signs on all streets and alleys because sign installation and maintenance are costly, signs can detract from the aesthetic appeal of a neighborhood, and the overuse of speed limit signs limits their usefulness. The same philosophy applies to the use of other signs, as well. The City Traffic Engineer must carefully examine each request for signage to determine if it complies with the TMUTCD.

Requests for traffic signage may be referred to the Community Action Center. Requests will be processed in the order they are received and as resources become available.

RESIDENT ROLES IN THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

Two of the goals of the Neighborhood Traffic Management Program are:

1. Educating the public with respect to causes of and appropriate solutions to neighborhood traffic problems, and
2. Encouraging residents to take an active role in achieving the solutions for neighborhood traffic problems.

Neighborhood traffic problems are often complicated issues that require a great deal of patience and hard work to solve. When the City determines that drastic measures are needed to attempt to solve a problem, the support of the affected residences will be needed before proceeding.

Neighborhood Traffic Volunteer Program

After the City of Pearland has conducted a traffic study to quantify the extent of a reported residential traffic problem, the Public Works Director or designee will meet with neighborhood representatives to go over the findings of the study and discuss the next steps toward addressing the problem. In most cases, one of those steps will be the creation of a Neighborhood Traffic Volunteer Program (NTVP).

The intent of the NTVP is to keep residents informed of potential traffic problems in their neighborhoods and to convey the message that everyone in the neighborhood has some responsibility for traffic conditions, good or bad. The main responsibility of neighborhood volunteers will be to pass out information about the specific traffic problems in the neighborhood and, if applicable, how neighborhood residents can help to correct the problems. To help set up this program, the Public Works Director or designee will act as a consultant to the neighborhood representatives. The City representative can provide prepared traffic literature and flyers for the neighborhood volunteers to distribute.

Surveys

In situations where enforcement, the neighborhood program run by volunteers, and any other signage or restrictions have not adequately corrected a traffic problem, a traffic calming device may be installed by the City to attempt to correct the problem. When streets or alleys are to be physically altered by a traffic-calming project, neighborhood representatives will pass out a survey prepared by the City of Pearland to potentially affected residents to determine the level of support for the proposal. The survey will detail what devices are under consideration, their proposed locations, potential advantages and disadvantages of the proposal, and funding options. Completed surveys will be returned to the City of Pearland for the proposal to be processed further. Survey requirements are discussed in under the Traffic Calming Devices section.

Requests for removal of traffic calming devices must go through the same survey process as requests for installation.

Funding for Installation of Traffic Calming Devices

The cost of installation of a traffic-calming scheme can be very expensive, ranging in cost from \$1500 to over \$20,000. When the City of Pearland has approved a traffic-calming project for attempting to address an identified traffic problem, one of the following project-funding mechanisms may be utilized:

1. Subject to annual appropriation, the City of Pearland will provide the funds for the project through its traffic-calming budget, or
2. If City traffic-calming funds have already been exhausted in the current budget year, the neighborhood may elect to pay for the entire cost of the traffic-calming scheme.
3. The City and neighborhood may agree to a cost sharing agreement for the project.

City funding limitations may at times affect the scheduling of approved traffic calming projects. If City funds have been exhausted in a given budget year, the neighborhood may elect funding

option number 2 or 3 above or may be put on a waiting list until City traffic calming funds are available for the project.

TRAFFIC CALMING DEVICES

Traffic calming devices physically alter a street or alley and make undesirable traffic behaviors difficult or impossible. There are numerous devices, which are in use around the world, such as speed humps, speed bumps, traffic islands, and chokers. Appendix A contains many examples of traffic calming devices, lists some device specific criteria which go beyond the general requirements of this chapter, addresses some advantages and disadvantages for each device, and gives approximate costs for each device. The City of Pearland receives numerous requests for installation of traffic calming devices such as speed humps. Traffic problems reported to the City of Pearland will be processed as detailed in the preceding sections. When the City of Pearland determines that the installation of traffic calming devices is the last remaining option for addressing an identified traffic problem, the policies established in this section will govern the installation of the devices.

Overview

Occasionally, residents request that traffic be diverted off a specific residential street. When all other options have been exhausted to address an identified traffic problem, the City of Pearland may consider the installation of appropriate traffic calming devices. Several factors should be considered prior to the installation of any device including, but not limited to, the following:

1. The impact of the device on street users including motorcyclists, bicyclists, and pedestrians;
2. The impact of the device on drainage patterns;
3. The anticipated impact of the device on vehicular speeds and volumes;
4. The potential impact on other streets or alleys from diverted traffic;
5. The potential impact on emergency response vehicles and street maintenance activities; and
6. The degree of support for the installation of the device.

It is important that devices installed in public streets not inflict damage to passing vehicles or cause drivers to lose control of their vehicles.

This policy is designed to provide reasonable opportunities for the installation of traffic calming devices in residential streets and alleys based upon the degree of support from the surrounding residents and the roadway conditions. The following sections provide detailed information on the eligibility of streets and alleys and procedures for the installation of traffic calming devices.

Eligible Streets

The first step in the device installation process is to determine whether a specific street is eligible for consideration. Streets meeting the following criteria may be considered for traffic calming device installation:

1. The streets is paved and constructed on dedicated public right-of-way.
2. The property adjacent to the street is either wholly or primarily residential.
3. The street is not adjacent to open space, parks, public school grounds, etc. where drive around problems are likely. (See Appendix B for examples of drive-around problems.)
4. The street is not designated as a primary emergency response route by Public Safety Departments.
5. The street is not designated as a thoroughfare or collector roadway on the City of Pearland Thoroughfare Plan.
6. There must be no more than one moving lane of traffic in each direction.

Streets that meet the five criteria listed above shall also meet one of the following volume and speed criteria to be eligible for traffic calming device installation:

1. The street should have a minimum average daily traffic of 1,500 vehicles per day, or

2. The 85th-percentile speed of vehicles traveling on the street should exceed the speed limit by at least 10 mph. (TMUTCD)

Location of Devices

Once a street or alley is determined to be eligible, the possible locations for traffic calming device installation are subject to the following conditions:

1. Sight distance

Adequate sight distance must exist at the desired location to safely accommodate traffic operations after device installation. City Traffic Engineer staff will review the area included in the request and identify any areas in which installation would be excluded due to sight distance.

2. Adjacent resident concurrence

A traffic calming device shall not be located within 100 feet, as measured along the right-of-way, of a property if the owner of that property objects to its placement at that location.

3. Distance to driveways, alleys, streets, or other devices

Traffic calming devices shall, in general, be located at least 20 feet from the nearest driveway, and at least 50 feet from the nearest intersecting alley segment, or intersecting street.

Spacing of devices will be determined by the City Traffic Engineer. Some device specific spacing criteria are listed in Appendix A.

4. Grade of street or alley

Some devices, such as speed humps, should not be installed on steep streets. In general, the grade of a street or alley approaching these devices must be less than 8%.

5. Street alignment

Traffic calming devices should not be installed in locations where horizontal or vertical curves could cause a vehicle traveling at a prudent speed to lose control when traversing the device.

6. Drainage

Traffic calming devices invariably have a negative effect on drainage through the street or alley in which they are installed. Care must be taken in locating a device to ensure that the device does not cause an existing drainage problem to worsen or create an unacceptable drainage problem.

Survey Procedure

The degree of resident support is a major factor in the consideration of traffic calming device installation. A survey of the homes within a specified survey area must be submitted to the City demonstrating the required degree of resident support.

Survey Area

- The survey area shall include all homes whose front, rear, or side yard adjoins the street or alley segment in which a proposed device would be located. The survey area will also include houses that adjoin streets onto which traffic may be diverted to if the proposed traffic-calming scheme is installed. The Public Works Department will review the request and determine the required survey area.

- Only single-family, duplex, triplex, or four-plex homes shall be included in the survey response.

Survey Form

- The City will provide a survey form for the collection of signatures. This form will include a brief description of the request, traffic operation considerations, and instructions to the residents.
- For each street address included in the survey area, the following information must be included: Street address, printed name of resident, signature of resident, and preference (SUPPORT, OPPOSE, NO PREFERENCE).
- In order to provide each surveyed home the same level of input, only one resident signature per home will count in the survey.
- Up to three months shall be permitted for the collection of necessary signatures and survey submission to the City. If the necessary number of signatures is not collected within this time period, a new survey must be begun.

Required Percent of Support

- At least 85% of the homes in the survey area must indicate support of the proposed traffic-calming scheme. Only the "Support" preferences on the survey will be included in calculating the required support level. The "oppose" and "no preference" indications will not be used in this calculation.
- City staff will review the submitted survey to verify that the required survey area was included and to determine that at least 85% of the addresses support the installation.

Installation Approval

In order for the installation of a traffic-calming project to occur on a street, the following actions must occur:

1. When a sufficient number of "support" signatures have been obtained, the completed survey should be submitted to the Community Action Center.
2. When a submitted survey has been verified as meeting the required neighborhood support level, the Public Works Department will place the street on a list of approved traffic calming projects and will mail the residents in the survey area a letter advising of the approved installation request. This letter will provide an estimate of the cost of the project and explain the process for receiving City funding for the project and the resident funding option.
3. The City Manager, or his designee, will rank the list of approved traffic calming projects. Funds from the City's traffic calming budget will be allotted to the projects according to the approved rankings and until the funds have been depleted. If funds are available for a project in the City's traffic calming budget, the project will be scheduled for construction. If no funds are available, the project will be placed on a waiting list for funding. If the residents elect to pay for the installation, then upon the City's receipt of the full amount of the estimated project cost from the neighborhood representative, the project will be scheduled for construction. A sample ranking Criteria may be found in Appendix C.
4. The cost for each traffic-calming scheme will be based on the actual cost for a typical installation, including any necessary pavement markings and/or signs. The cost will be established by the Engineering Department and will reflect current costs. Appendix A contains a number of typical traffic calming devices and lists the approximate cost of each device.
5. If an approved traffic-calming project has been on the waiting list for more than one year at the time funds become available, a letter will be sent out to the residences in the survey area giving an approximate schedule of construction. In case resident support for the project has diminished since the project was initially approved, residents within the survey will have 30 days from the date of the notification letter to file written objections, which shall be evaluated by the Public Works Director before installation of the project

Temporary Devices

Once the installation of a device has been approved, a temporary device may be utilized to measure the effectiveness of a permanent installation. Water-filled barriers may be utilized for a period of at least 90 days. While these barriers are not as aesthetically suited to the neighborhood as the permanent installation, they can prevent the expensive installation of an ineffective device.

Appeals or Variances

The Public Works Director, or his designee, shall handle all appeals and may consider requests for unusual conditions that do not fall within these guidelines or for additional consideration of locations that failed to satisfy all of the included requirements. The following general guidelines will be used:

1. Requests for appeals or variances shall be submitted to the Community Action Center and shall specify why an appeal or variance is being requested.
2. An appeal or variance request will be forwarded to the City Manager for review.
3. The City Public Works Director will process a formal response to the appeal or variance request. The decision of the City Manager shall be final.

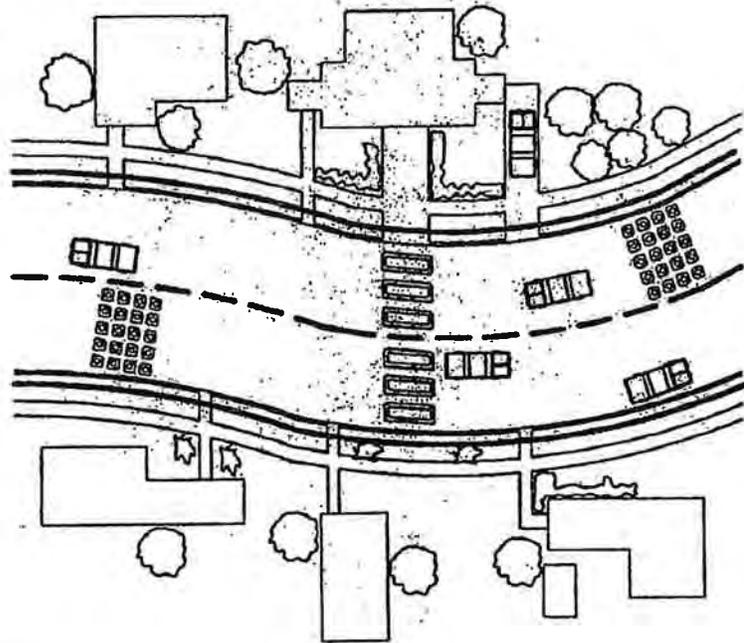
Removal and Alteration of Traffic Calming Devices

The process for requesting traffic calming device removal or alteration is the same as the process for installation. A survey must be submitted to the City with at least 85% of the homes in the survey area supporting the requested removal or alteration. Funding for the removal/alteration will be handled in the same manner as a new installation.

Design Standards and Policy Procedures

The Engineering Department shall prepare and maintain design standards for traffic calming devices installed through this policy. This policy will be reviewed by City Staff in two-year intervals with the first review being performed one year after the installation of the first device installed under the provisions of this policy. Review of this policy may also occur prior to the scheduled review date at the discretion of the City Council and staff.

Appendix A
Traffic Calming Devices



RUMBLE STRIPS

Description:

- Dots or strips are glued to the pavement to create a strip that causes the vehicle to rumble as it traverses through them.

Purpose:

-To alert motorists to unusual conditions ahead.

Cost:

-Highly variable. Approximately \$1,000 - \$5,000 per location.

Locations:

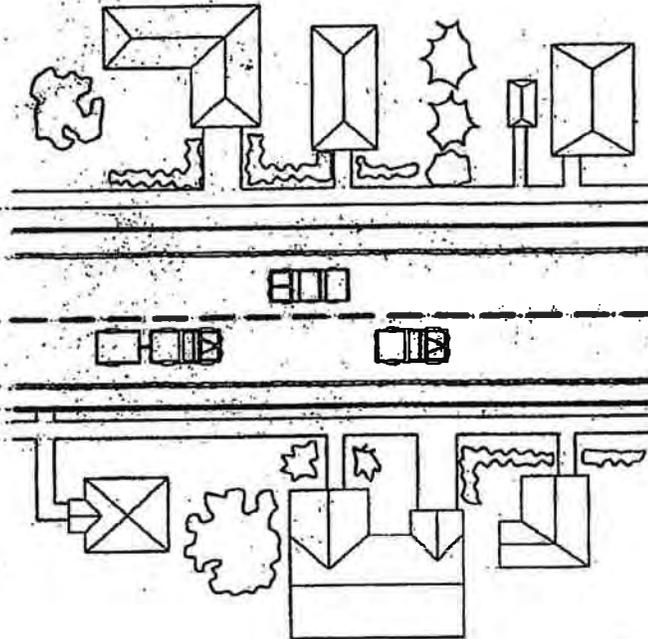
- 30 mph posted speed - 200' in advance.
- 40 mph posted speed - 325' in advance.

Positive Aspects:

- Vehicles may be slowed down up to 5 mph.
- Driver's attention is alerted to heighten safety.
- Low cost installation than can easily be removed or changed.

Negative Aspects:

- Very high level of noise pollution for adjacent residents.
- High maintenance is required to reattach dots or strips to the pavement.



NARROWING LANES

Description:

- Striping is used to create narrow 10 feet wide lanes. This gives drivers the feel of a narrow street that does not lend itself to high speeds.

Cost:

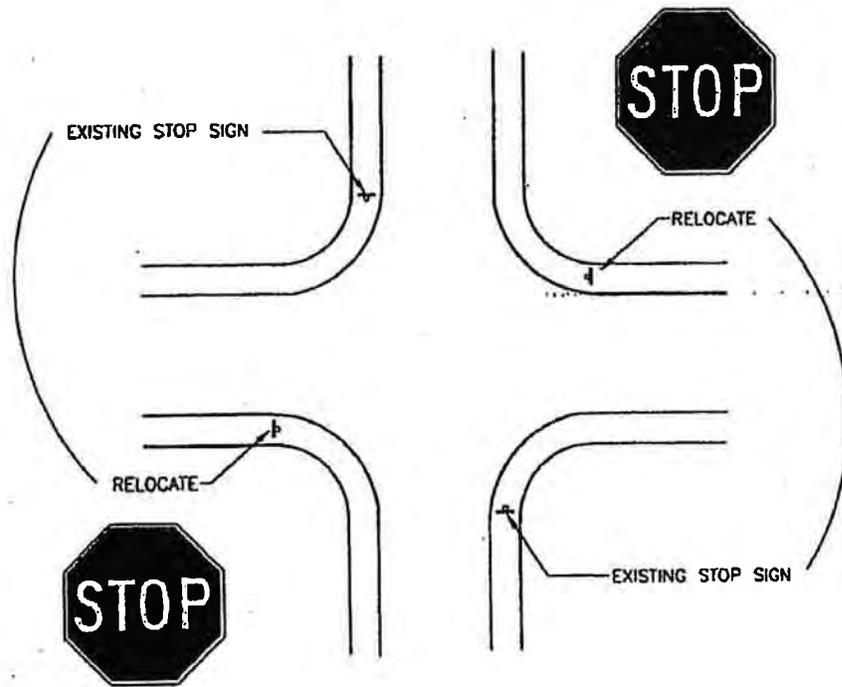
- The costs vary depending on the length of street, but are not anticipated to exceed \$3,000 per mile.

Positive Aspects:

- Changes can be quickly implemented.
- The striping can be easily modified if paint is used.
- Speed may decrease and safety is improved through the provision of positive guidance to drivers.

Negative Aspects:

- Would increase regular maintenance.
- Residents do not always perceive striping is an effective tool for speed reduction.
- Cost of resurfacing residential streets will increase.



STOP SIGN REVERSAL

Description:

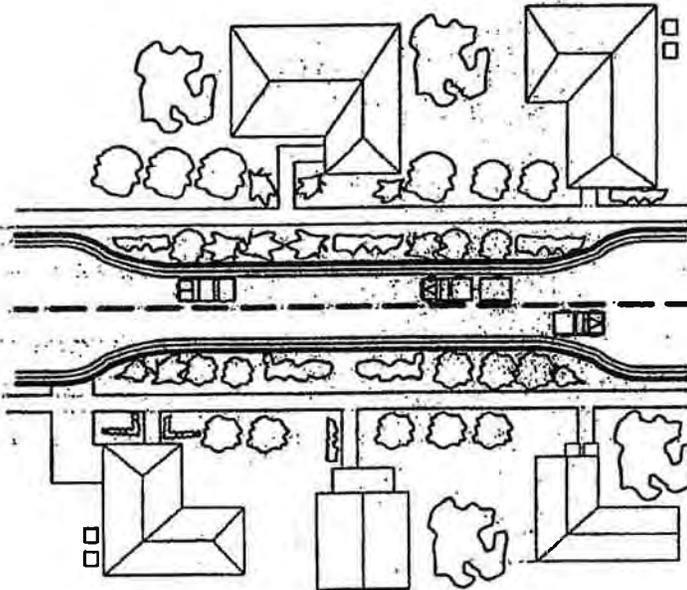
- Two stop signs are placed at four legged intersections in the City. The signs are placed on the lower volume approaches. If the volumes are balanced, the stop sign locations could be switched to stop the other street. The cost for switching stop signs would be less than \$500 per location.

Positive Aspects:

- Changes can be easily made.
- Traffic speed may be reduced in the vicinity of the stopped approaches.

Negative Aspects:

- The speeds may increase on the unstopped approaches.
- There is high potential for violation of stops unless enforced periodically.
- Not always favorable to residents immediately adjacent to new stop sign locations.
- Potential for rear end accidents is increased in the short term.



CHOKERS

Description:

- Narrowing of a street at an intersection, mid-block or a segment of a street in order to reduce width of the traveled-way by construction of a wider sidewalk or landscape strip.

Cost:

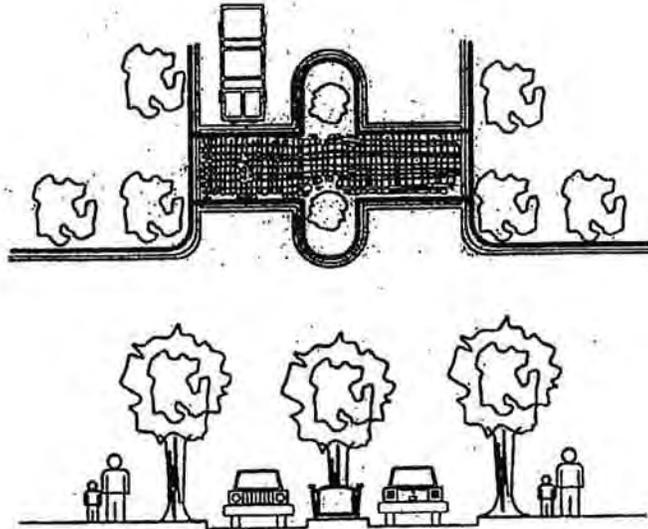
- Highly variable, Approximately \$5,000 - \$20,000 per location.

Positive Aspects:

- Slight slowing is normally the result.
- Shorter pedestrian crossing distances and better motorist-pedestrian visibility of each other.
- Creates added streetscape area for pedestrians and/or landscaping.
- Can discourage truck entry.
- Allows signs to be placed closer to driver's cone of vision.

Negative Aspects:

- Potential obstacle for motorist to run into.
- May impede bicycle mobility and safety.
- Can impede legitimate truck movements.
- May require reworking of surface drainage.



GATEWAYS

Description:

- A special entrance feature, similar to a choker, that narrows a street at the intersection in order to reduce width of the traveled-way. This is not a gate. Chokers are usually located within the block or at intersections. Gateways are considered more dramatic and provide identity to a neighborhood. The exact configuration of the gateway treatment will depend upon the location of the gateway, i.e., conflicts with driveways. Medians can also be added to street to slow turning movements and enhance the street.

Cost:

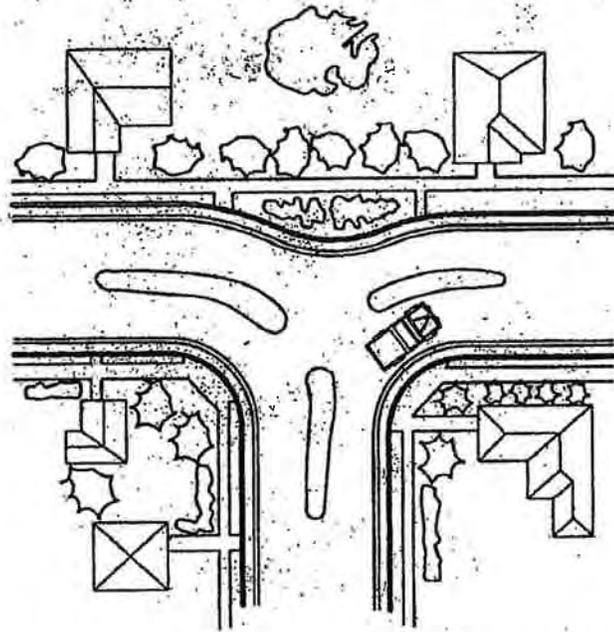
- Highly variable, Approximately \$5,000 - \$15,000 per location.

Positive Aspects:

- Creates an identity to a neighborhood.
- Creates added streetscape area for landscaping or monuments.
- Can discourage truck entry.
- Allows signs to be placed closer to driver's cone of vision.

Negative Aspects:

- Can impede legitimate truck movements.
- Increased maintenance costs.



INTERSECTION CHANNELIZATION

Description:

- T-intersections are channelized so that vehicles are not traveling in a straight path. This has the effect of slowing vehicles down.

Cost:

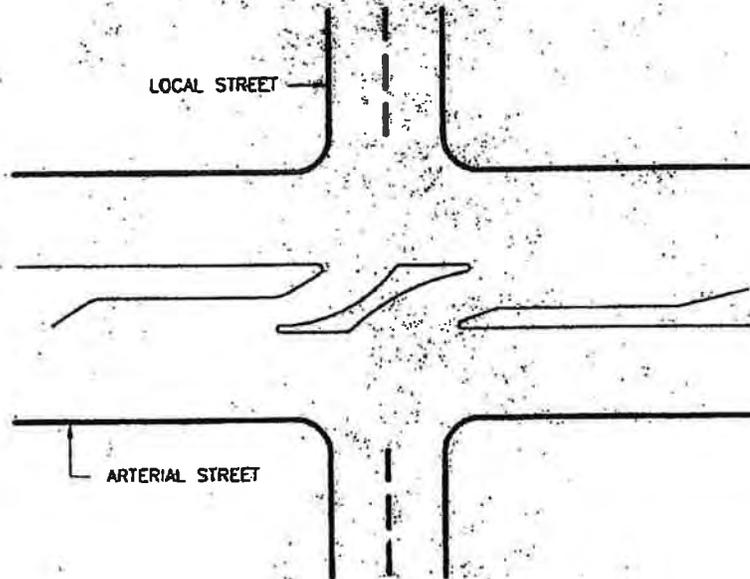
-Approximately \$30,000 per location.

Positive Aspects:

- Slows vehicle speeds.
- No significant impedance of fire and transit service.

Negative Aspects:

- Landscaping and signing/stripping maintenance will be required.
- Loss of on-street parking will occur.



MEDIAN BARRIER

Description:

- A physical barrier on a non-local street which can effectively eliminate local street straight-through and left turn traffic across the non-local street. A median barrier can take many forms, ranging from a closely-spaced row of flexible delineator posts to a series of pre-cast curb sections affixed to the pavement to a temporarily-placed but immovable 3' high concrete barrier (K-Rail) to an asphalt/concrete curbed island with or without a decorative landscaping and surface treatment. Costs vary widely among these options. The device is also known as a "worm."

- A full median with no breaks can also be used to prohibit all left turns.

Cost:

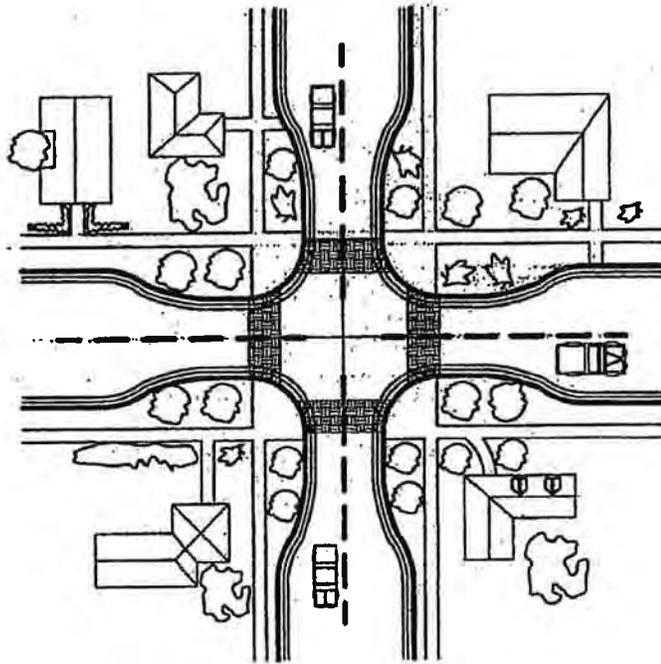
- Highly variable. Approximately \$5,000 to \$20,000 per location.

Positive Aspects:

- Makes the intersection safer by reducing the number of conflicting movements.
- Reduces local street volumes.
- Negates the possible need for future expensive traffic signal.

Negative Aspects:

- The physical barrier may shift traffic to other locations where left turn opportunities exist.
- This tool may inconvenience local residents who will be forced to drive longer more circuitous paths to reach their destination.



NECK DOWNS

Description:

- Physical curb reduction of road width at intersections by widening of street corner to discourage cut through traffic and to help define neighborhoods.

Cost:

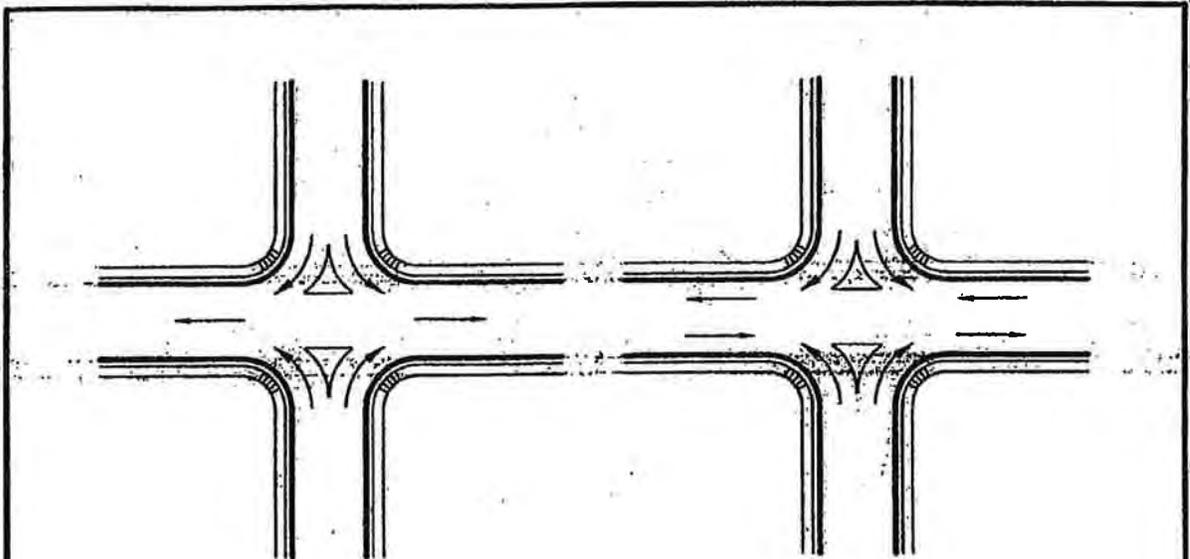
- Highly variable. Approximately \$10,000 to \$30,000 per location.

Positive Aspects:

- May be aesthetically pleasing, if landscaped.
- Good for pedestrians due to shorter crossing.
- Can be used in multiple application.

Negative Aspects:

- Increased landscaping maintenance.
- Landscaping may cause sight distance problems.



ONE-WAY STREET(S)

Description:

- One or more streets designated as "one-way".

Cost:

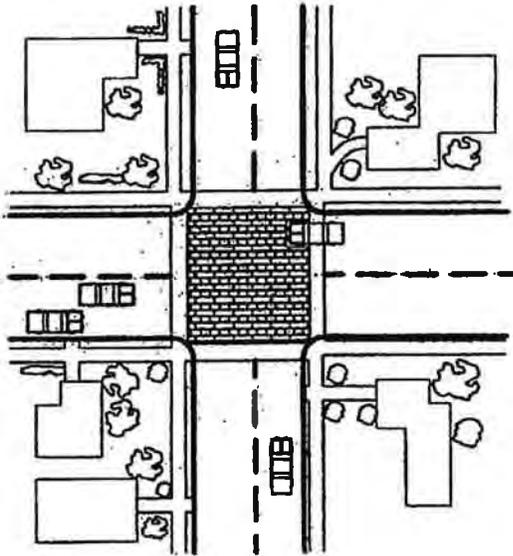
- Approximately \$1,000 to \$5,000 per location.

Positive Aspects:

- May reduce total volume on subject street.
- Adds vehicle capacity to a street.
- Safety is inherently greater on one way segments, but care must be taken to handle intersection treatments properly.

Negative Aspects:

- Can encourage increased speeds.
- Adverse travel distance results for local residents.
- May shift diverted traffic to another street.



RAISED INTERSECTIONS

Description:

- A raised plateau of roadway where roads intersect. The plateau is generally about 4" higher than the surrounding streets. This application is best for locations with high pedestrian volumes with significant safety concerns related to traffic speeds.

Cost:

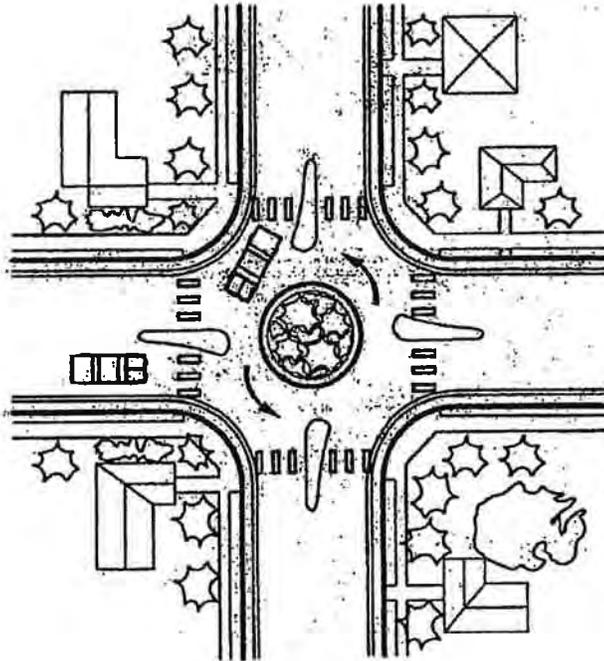
- Approximately \$50,000 to \$100,000 per location.

Positive Aspects:

- Effective speed control.
- Aesthetically pleasing if well designed.
- Good pedestrian safety treatment.
- Can be used on higher or lower volume streets.

Negative Aspects:

- Expensive to construct and maintain.
- Affects emergency vehicle response time.



TRAFFIC CIRCLE

Description:

- A small circular island placed in the center of an existing local street intersection. Some may also refer to this device as a "roundabout".

Cost:

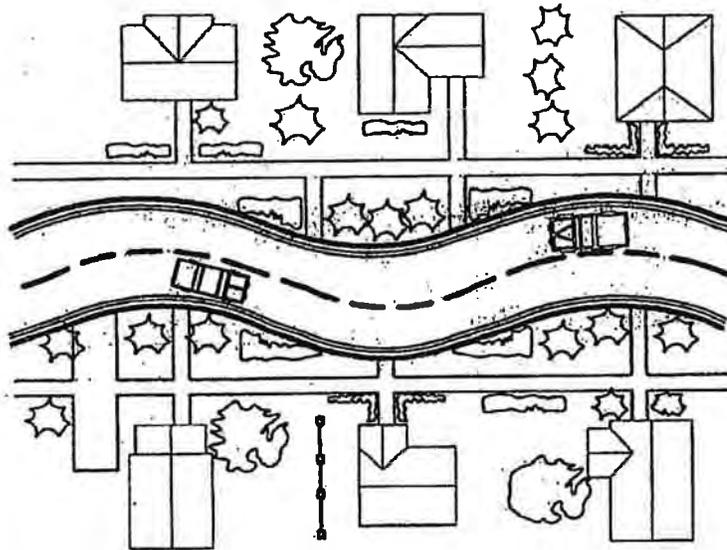
- Approximately \$10,000 to \$20,000 per location.

Positive Aspects:

- A noticeable reduction in speeds.
- Reduces accident potential.
- Under certain conditions capacity can be increased.
- Can be used instead of stop signs.

Negative Aspects:

- Required safety signing may detract from its aesthetic quality.
- Pedestrians and bicyclists must adjust to less traditional crossing patterns.
- Some parking may be lost on approaches to accommodate vehicles' deflected paths.
- May increase accidents until drivers become accustomed to change.



SERPENTINE

Description:

- A narrow serpentine road is created for several hundred feet using curbs and landscaping.

Cost:

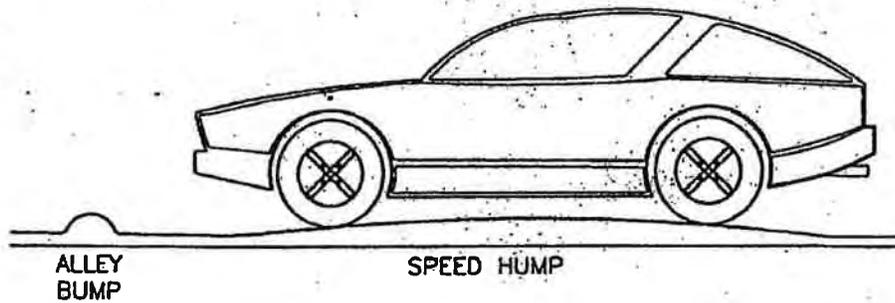
- Approximately \$50,000 to \$75,000 per location.

Positive Aspects:

- Reduces vehicle speed.
- May reduce through traffic volumes.

Negative Aspects:

- Increased maintenance for landscaping and pavement.
- Significant loss of on-street parking.
- Most residents would have driveway affected by this type of installation.
- Fire and transit services would be affected.



SPEED HUMPS

Description:

- Mounds of paving material placed across a roadway for the purpose of causing motorists to reduce their operating speed while driving on the roadway.

Cost:

- Approximately \$1,500 to \$3,000 per hump.

Locations:

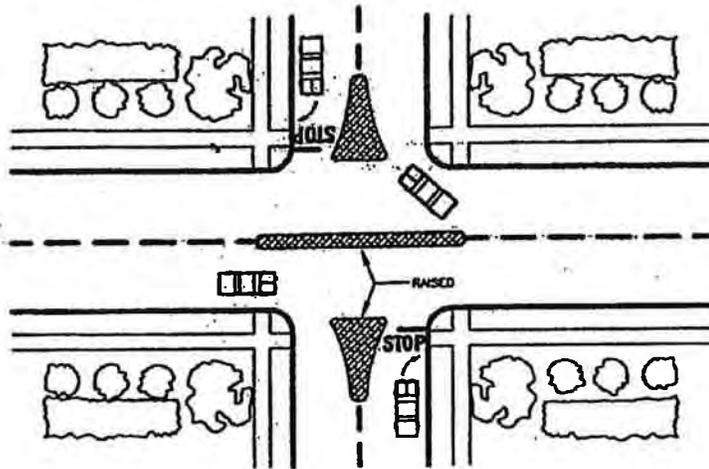
- Short block, single mid-block hump usually adequate.
- Longer blocks and continuous street sections, two or more humps spaced approximately 200 feet to 800 feet apart.

Positive Aspects:

- Reduces speed.
- Can cause traffic to shift to arterial system and no longer cut through the neighborhood.

Negative Aspects:

- Can cause traffic to shift to parallel residential streets.
- Affects emergency response times.
- Contents of vehicle can be jarred.
- Increase in noise adjacent to hump.



TURN RESTRICTION USING DELINEATORS

Description:

- Delineators glued or doweled to the pavement surface are used to create a barrier to prevent vehicles from making certain movement in and out of a local street. The delineators are typically placed along the centerline of the major collector street.

Cost:

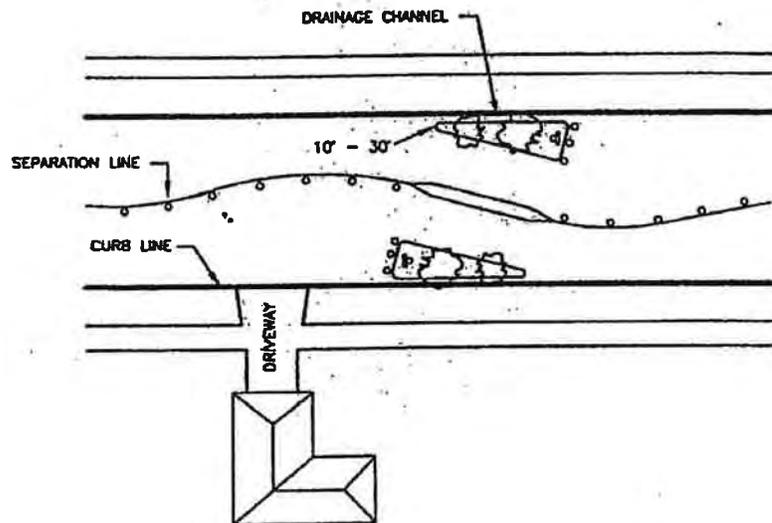
- Approximately \$1,000 to \$10,000 depending on the number and types of delineators.

Positive Aspects:

- Reduces through volume of traffic.
- Reduces rear-end and left-turn accidents at major or collector street intersection with local streets.
- Low cost installation that can easily be removed or changed.

Negative Aspects:

- Little reduction in traffic speeds.
- Could potentially make it more circuitous for residents to reach their destinations.
- May divert traffic onto adjacent streets.



TWO LANE ANGLED SLOW POINT

Description:

- Three islands are used to create an angled path of travel for vehicles. The effect of angling the traffic path slows vehicles down. The volume of traffic may well be unaffected. The islands adjacent to the curb are typically landscaped.

Cost:

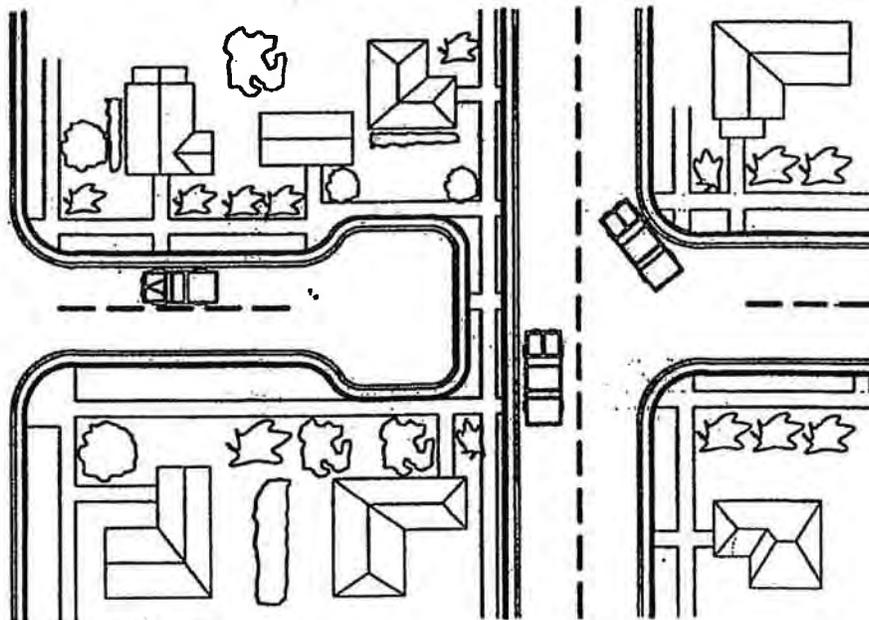
- Approximately \$10,000 to \$20,000 per location.

Positive Aspects:

- Slows vehicle speeds.
- Fire and transit vehicles are not impeded significantly.

Negative Aspects:

- Loss of on-street parking.
- Landscaping and signing/stripping has to be regularly maintained.



CUL-DE-SAC

Description:

- Complete closure of a street either at an intersection or at a mid-block location.

Cost:

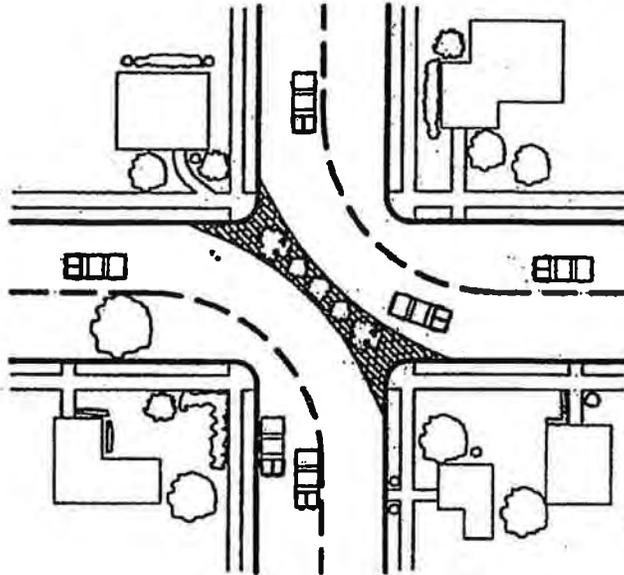
- Approximately \$50,000 per location.

Positive Aspects:

- Very effective at eliminating most of the previously speeding traffic on the block.
- Very effective at reducing volumes.
- Can be landscaped for an attractive effect to convey street discontinuity.
- Mid-block type can be effectively used where abutting land uses change.
- Improved traffic safety.

Negative Aspects:

- Can negatively affect response times for emergency service.
- In large neighborhoods, can shift a problem elsewhere unless a strategic pattern of cul-de-sacs are used.
- Can generate confusion on the part of users unless signed carefully.
- May inconvenience local residents.



DIAGONAL DIVERTER

Description:

- Barriers between diagonally opposite corners of a 4-legged intersection, thus creating two unconnected L-shaped intersections.

Cost:

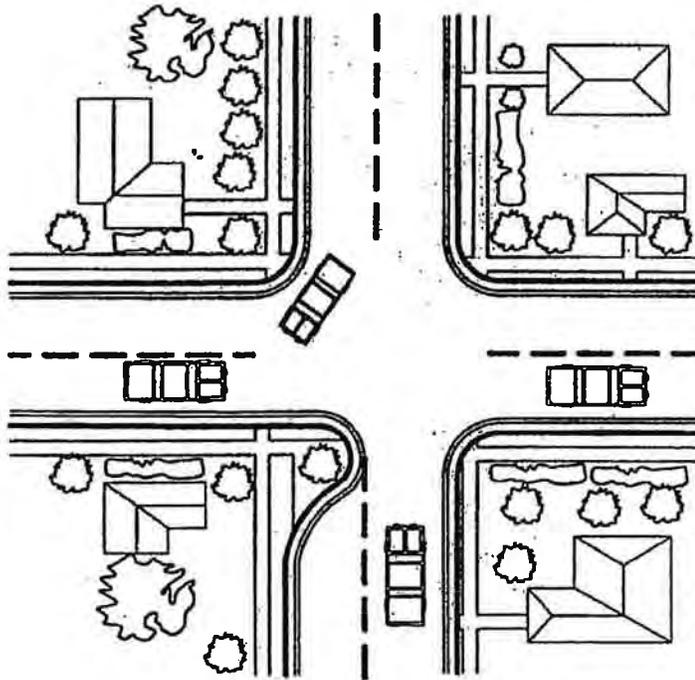
- Approximately \$10,000 to \$30,000 per location.

Positive Aspects:

- Reduces speed.
- Can achieve a 20% to 70% reduction in volumes.
- Reduces accident potential by eliminating conflicting traffic movements.
- Advantage over complete street closure (cul-de-sac) in that it has a lesser impact on circulation, as it actually creates no dead-end streets. Local residents and service vehicles may view this as a benefit in that their routes can be more direct.
- Can be attractively landscaped.

Negative Aspects:

- In a large neighborhood, can shift problems elsewhere unless a strategic pattern of diverters is used.
- May inconvenience local residents who are forced to drive longer more circuitous paths to/from their homes.
- Can generate confusion on the part of users unless signed carefully.
- May inconvenience local residents.



HALF CLOSURES

Description:

- The street is partially closed to traffic by the construction of a physical barrier at the entrance to the neighborhood to reduce cut through traffic.

Cost:

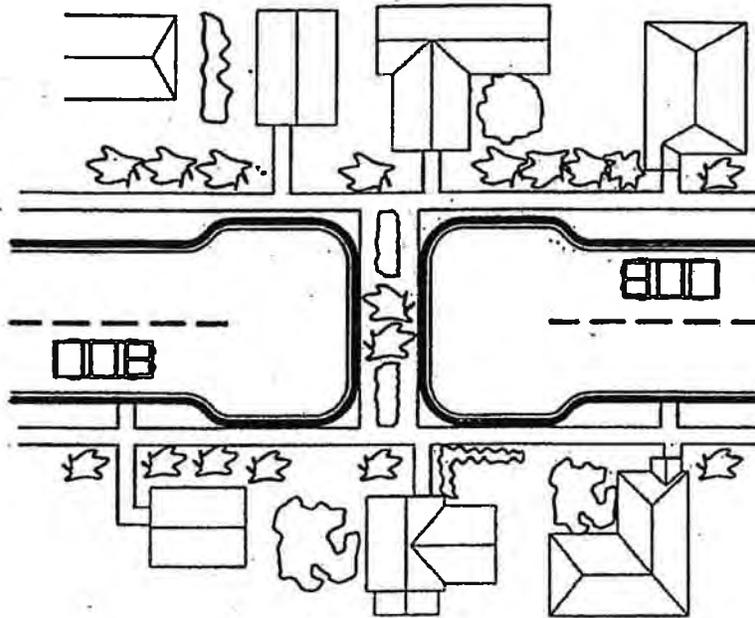
- Approximately \$15,000 per location.

Positive Aspects:

- Reduces cut through traffic.
- May reduce traffic speeds.

Negative Aspects:

- May require additional maintenance.
- Could be violated, especially in the late evening.



MID-BLOCK ROAD CLOSURE

Description:

- Cul-de-sacs are created by closing the street mid-block using a landscaped island. Pedestrian access is provided across the island.

Cost:

- Approximately \$20,000 to \$50,000 per location.

Positive Aspects:

- Reduces through traffic volumes.
- Reduces speeds in the vicinity of the closure.

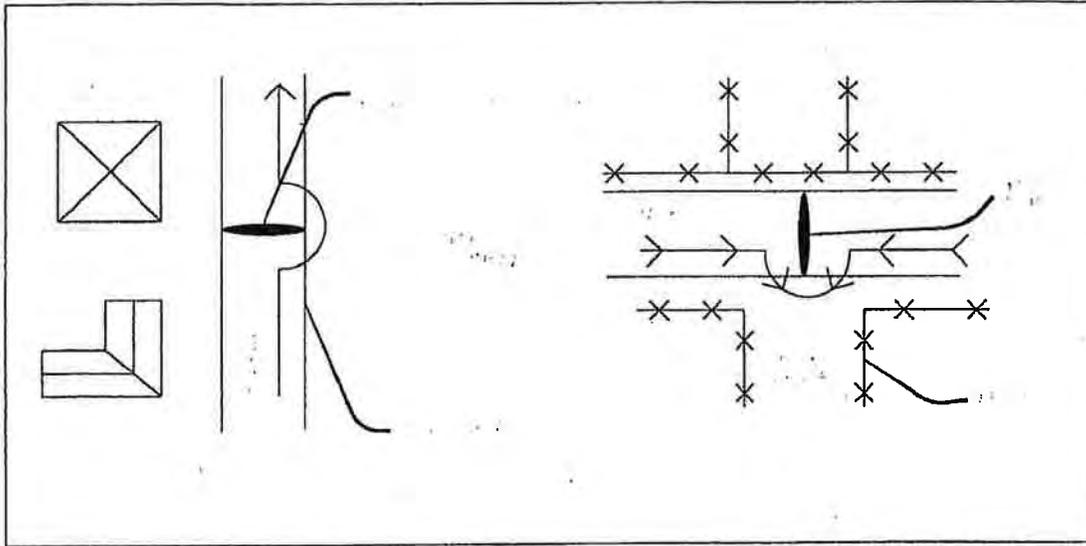
Negative Aspects:

- Traffic may be diverted onto adjacent parallel streets.
- Maintenance of the landscaped areas will have to be provided for.
- Emergency access will be impeded.
- Local residents may be forced to drive more circuitous routes.
- There is a loss of on-street parking.

Appendix B

Examples of Drive Around Traffic

Drive-around traffic could be a potential problem with some traffic calming schemes. Two examples have been provided to illustrate the potential problems.



In both examples, the drive-around problem would not be completely fixed by placing a post at the edge of the traffic calming device. There would still be open space to drive through to get around the device.

In general, drive-around should not be a problem on streets with standard 6-inch curbs. However, in locations that have so-called "mountable" curbs (curbs that can be driven on) or along streets and alleys that have no curbs at all, the potential for drive-around should be considered in any traffic calming design.

Appendix C
Ranking Criteria

APPENDIX C
Ranking Criteria

The Ranking Sum is determined by adding the total points awarded based on the following ten criteria. The street segment yielding the highest numerical value from the summation will be considered to have the highest priority. The street with the earliest application date will have the highest priority among streets with the same ranking summation value.

1.) **SPEED**

85th percentile speed is above the posted speed limit by:	Awarded Points
0 – 9 mph	1
10 – 12 mph	2
12 – 13 mph	3
14 – 15 mph	4
over 15 mph	5

2.)

Vehicles per day	Awarded Points
0 – 1500	1
1500 – 1600	2
1600 – 1700	3
1700 – 1800	4
over 1900	5

- 3.) **Reported Accident (Except Auto/Pedestrian)**
(Accidents along segment or within intersections within the segment but not including accidents at the terminal intersections unless the terminal intersections are interior to the neighborhood. Utilizes the most current 12 months of available records.)

1 point per accident.

- 4.) **Reported Auto/Pedestrian Accident**
 (Accidents along segment or within intersections within the segment but not including accidents at the terminal intersections unless the terminal intersections are interior to the neighborhood. Utilizes the most current 12 months of available records.)

2 points per accident.

- 5.) **Percent Residential Land Uses**
 (Deed restricted vacant land will be counted towards the use to which it is restricted. All other vacant land will not be included in the total.)

Percent Residential	Awarded Points
0 - 20	1
20 - 40	2
40 - 60	3
60 - 80	4
80 - 100	5

- 6.) **Percent of Residential Lots Front Facing (as opposed to side abutting)**

Percent Front Facing	Awarded Points
0 - 20	1
20 - 40	2
40 - 60	3
60 - 80	4
80 - 100	5

- 7.) **Percent of Traffic which is Truck Traffic**
 (three axles or more)

Percent Truck Traffic	Awarded Points
0 - 20	1
20 - 40	2
40 - 60	3
60 - 80	4
80 - 100	5

- 8.) **Number of Institutions**
(schools or parks within 1 lineal block on either end of the subject block;
hospitals, churches, licensed day care, or other institutional uses located on the
block of the proposed traffic calming device)

1 point per institution – Maximum of 3 points.

- 9.) **Absence of sidewalks on subject block.**

Points awarded: 1 Point

- 10.) **Evidence of Support**
Percent of residents, businesses, and landowners living in or owning property
facing or having lot frontage on the street block on which traffic calming
device is proposed to be located which have indicated support for the proposal
through submittal of letter or petition signature.

Percent Supporting	Awarded Points
0 – 85	0
85 – 90	1
90 – 95	2
95 - 100	3

**City of Pearland
Neighborhood Traffic
Management Program
3519 Liberty Dr.
Pearland, TX 77581
281-652-1600**

I. Request for Traffic Management

The following is a request for Neighborhood Traffic Management. Each request must contain the completed information as indicated in parts II and III. The request will be processed according to the procedures detailed in the Neighborhood Traffic Management Program.

II. Street -Study Information

Each request must provide the name of the street on which traffic management is requested, as well as the boundaries for the street segment. Traffic studies will only be conducted within the boundaries indicated. Please use intersecting streets for boundary limits rather than block ranges.

Requested street: _____

Boundary Area: From: _____

To: _____

III. Contact Person Information

Each request must provide a contact person, who lives on the requested street, within the area boundary. The contact person will receive all correspondence and be responsible for gathering evidence of support when requested.

Name: _____

Address: _____

Pearland, Texas Zip Code: Ph: _____

Homeowner's Association: _____

I agree to be the contact person for the above request, and I understand that a request may not be automatically withdrawn once a traffic study determines the street to be eligible for traffic-calming devices.

Signature: _____ Date: _____

**City of Pearland
Neighborhood Traffic
Management Program
3519 Liberty Dr.
Pearland, TX 77581
281-652-1600**

**Traffic Calming Device
Survey Form**

The party listed below has requested the installation of traffic calming devices within your neighborhood. The locations and types of traffic calming devices are listed below. The City of Pearland and your neighbors recognize the impact that these devices may have on the aesthetic qualities of your neighborhood. We are asking for your input regarding installation of these devices. Please indicate whether or not you support this installation in the space provided below and return this survey to the listed address. Only one response per household is required. Your response is sincerely appreciated.

Devices to be Installed:

Type of Device: _____ Location: _____

Type of Device: _____ Location: _____

Type of Device: _____ Location: _____

Please check one of the following boxes indicating your opinion of the installation:

I support the installation of the listed devices:

I do not support the installation of the listed devices:

I have no opinion regarding the installation:

Signature: _____ Date: _____

Address: _____

Homeowner

Renter

Please return this form to the listed address:

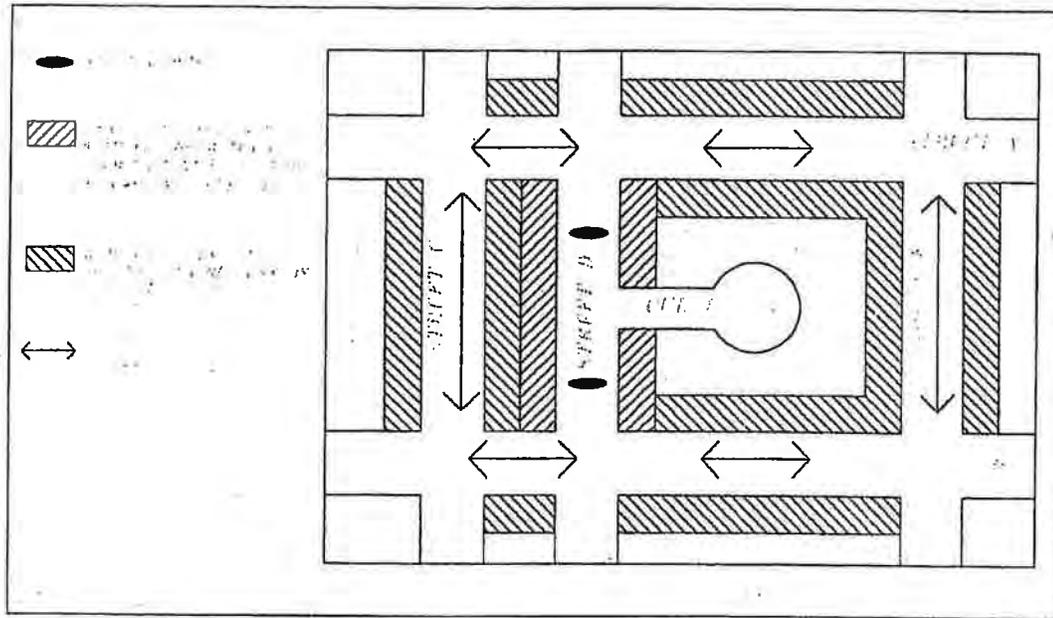
Name: _____

Address: _____

Pearland, Texas Zip Code: _____ Ph: _____

Homeowner's Association: _____

A hypothetical example of how a survey area would be developed for a proposed traffic calming project has been provided in this section. The proposed project is the installation of two speed bumps on a section of Street D to lower traffic speeds. The following figure illustrates the situation:



Houses that lie along the section of Street D where the speed bumps will be installed will be included in the survey area because these residents will be directly affected by the installation (both positive aspects, such as lower speeds, and negative aspects, such as hump noise). Sections of Streets A, B, C, and E will also be included in the survey area because of the potential for traffic to be diverted from Street D onto those other streets if drivers attempt to avoid the speed humps. Residences on Cul-de-Sac E will not be included in the survey area because their houses do not lie along the traffic-calmed street and traffic will not be diverted to the cul-de-sac.

Executive Summary: This Agenda item provides City Council the opportunity to hear and discuss a presentation by Debra Drescher, State Coordinator for the Texas Main Street Program. Implementation of a Main Street Program was identified in the Economic Development Strategic Plan. Staff has submitted a Letter of Intent to apply for the Main Street designation, and now seeks direction on moving forward with the application process.

The deadline to apply for the Texas Main Street Program is July 31, 2014. The application process involves coordination between the business community, City staff, and downtown stakeholders. Staff recommends approval to move forward with the application process.

Key discussion points:

- Randall Malik gave a brief overview of the item and introduced Debra Drescher, State Coordinator for the Texas Main Street Program.
- Debra Drescher provided a handout to Council and reviewed the program.

Questions/Comments:

- Councilor McConathy asked who is responsible for the hiring and what that responsibility is.
- Debra Drescher stated job descriptions can be provided. They carry out the public functions of the program to focus on small business development, institute a calendar of events and oversee them. It is what you want to get out of the program. You are the employee's boss and they can report to the Economic Development Director, Planning Director or City Manager. That decision is up to Council.
- Councilor McConathy asked if this has been presented to the Rosenberg Development Corporation (RDC).
- Randall Malik stated this was discussed before he was here but it was part of the strategic plan for the RDC.
- Councilor McConathy stated there should have been some discussion for this.
- Randall Malik explained this is an application process and is funded through RDC funds, City funds, private funds and HOT tax. It is a combination of funds.
- Councilor Benton asked what the salary would be and is the position strictly used for the Program.
- Debra Drescher stated they could provide a suggested salary but there is not a set number. Yes, they will do economic development and tourism work and support what is already setup.
- Councilor Bolf stated she is excited about it and would like to know more regarding the cost and she would like it to move forward.
- Debra Drescher stated Brenham, LaGrange and Sealy are in the program and she suggested a manager could come speak about the program to provide more detail.
- Councilor Pena stated it is an excellent idea. He thinks the manager should be accountable to City Council or the City Manager. It would go out into residential areas as well.
- Randall Malik explained it is a commercial based program. A map highlighting the area was included in the packet and a few residents would be in this.
- Mayor Morales stated the Main Street Program is more flexible today. He has seen the results in Brenham and LaGrange.
- The general consensus of Council was to move forward and look at more detail of the program.
- No action was taken on the item.

2. **REVIEW AND DISCUSS PROPOSED TRAFFIC CALMING POLICIES, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: This item has been added to the Agenda to allow City Council the opportunity to discuss traffic calming measures that may be needed in certain areas to improve mobility safety by reducing cut-through traffic and reduce excessive vehicular speeds on neighborhood streets.

Key discussion points:

- Councilor Benton asked Council what direction they would like to take regarding this item.
- Travis Tanner, Executive Director Community Development explained the scope for the Comprehensive Plan would look at the streets and the dates to back up the information for the areas.
- After a brief discussion by Council, Robert Gracia, City Manager recommended that during the process of approving the Comprehensive Plan calming devices be looked at as a plan city wide and what that study would provide. The areas in the City that have been identified that are of concern can be addressed immediately and we need to wait for the assessment of the entire City.
- Mayor Morales stated he likes that plan.

- No action was taken on the item.

3. **REVIEW AND DISCUSS A PEDESTRIAN SYSTEM MAINTENANCE PROGRAM, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: The City has budgeted \$250,000 for the repair of existing sidewalks. Staff believes a policy should be developed and adopted by City Council for spending the funds and repairing sidewalks. This would result in areas and specific sidewalks being prioritized based on necessity, safety, and circulation, among other things.

The attached Pedestrian System Maintenance Program Guidelines were drafted following research of other cities' policies and needs within the City. Following is a summary of the draft guidelines:

Goals of the Program:

- Protect pedestrians from injury in City right-of-way
- Protect the City's investment in sidewalks and the pedestrian system
- Manage landscaping in a way that protects sidewalks

Geographic Area Prioritization Criteria – Geographic areas shall be prioritized based on the following:

- Inclusion in the City's Master Sidewalk Plan (Resolution No. R-896)
- Population density of abutting area
- Relative age of abutting area

Specific Sidewalk Evaluation Criteria:

- Horizontal separation
- Vertical separation
- "Cross sloping"
- Holes or gaps in sidewalk

Action Schedule – Action shall be taken by the City to replace, repair, or remove sidewalks based on the following:

- Safety issues (e.g., prior accidents)
- Location and surrounding land uses
- Severity of condition, proximity to other sidewalks needing repair, availability of resources, etc.

Options available to the City for taking action:

- Sidewalk removal
- "Ramping" or "lifting" of sidewalks
- Sidewalk Replacement

Additionally, the proposed guidelines aim to address issues associated with landscaping on private property and its effects on the pedestrian system. When sidewalks are damaged due to landscaping, prior to the City investing in any repairs, the property owner may be required to remove the landscaping, install root barriers, etc.

Finally, the draft guidelines provide for "Advanced Replacement Partnerships" in which a homeowners association (HOA), for example, could request sidewalk repairs provided said repairs meet the above program criteria, 60 percent (60%) of abutting property owners agree in writing, and the entity or group requesting the repairs shares in 50 percent (50%) of the overall cost. Staff seeks direction from City Council on any additions or modifications to the guidelines. Should City Council request any revisions, the guidelines will be modified as necessary and a Resolution will be placed on a future Agenda for consideration.

Key discussion point:

- Travis Tanner, Executive Director of Community Development presented a PowerPoint regarding the item and outlined the Pedestrian System Maintenance Program.
 - Program Goals
 - Geographic Area Prioritization
 - Sidewalk Plan
 - Population Density
 - Age of Structures/Infrastructure
 - Sidewalk Evaluation Criteria
 - Horizontal and Vertical Separation (examples shown)



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
4	Street Sweeping Services Discussion
ITEM/MOTION	
Review and discuss Street Sweeping Services, and take action as necessary to direct to staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. H-GACBuy Contract Pricing Worksheet – 06-04-14
2. Rice Email – 06-10-14
3. Chumley Correspondence – 06-09-14
4. City Council Meeting Minute Excerpt – 02-25-14

APPROVALS

Submitted by:

Jeff Trinker
Executive Director
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

At the February 25, 2014 City Council Workshop Meeting, Councilor William Benton requested that staff return and examine the feasibility of leasing or purchasing a street sweeper as part of the annual budget process. Staff has performed more research related to the options available for sweeping City streets and will present those findings to the City Council for its consideration.

Staff has obtained a quote from H-GACBuy for a Schwarze A9 Monsoon Regenerative Air Street Sweeper. The total purchase price for this equipment is \$219,546. Proposed financing options for this purchase through Government Capital Corporation and Wells Fargo have also been included for City Council's review. Staff will also present additional costs associated with a street sweeper (such as operations and maintenance and the personnel needs required to operate a street sweeper in-house) as part of the City Council presentation.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: SW-04-14

Date Prepared: 6/4/2014

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Rosenberg, Texas	Contractor:	Schwarze Industries, Inc.
Contact Person:		Prepared By:	Raymond Massey
Phone:		Phone:	1-800-879-7933
Fax:		Fax:	256-851-1125
Email:		Email:	rmassey@schwarze.com

Product Code:	BF04	Description:	Schwarze A9 Monsoon Regenerative Air Street Sweeper with 140HP John Deere Engine
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 113,275

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Standard Sweeping Head with Rubber Blast Orifice	Included	LED Traffic Guide Arrowboard with In-Cab Controls	1030
Dual 44' Diameter Gutter Brooms	Included	LED Gutter Broom and Dump Lights	Included
Dual Gutter Broom In-Cab Hydraulic Tilt	1370	LED Rear Strobe with Guard and Rear Alternating Flashers	Included
Dual Gutter Broom Extension Override System	2360	In-Cab and Outside Dump Controls	Included
Remote Drop Down Hopper Screens	3865	International 4300 DT466 215HP Dual Steering Chassis	85570
In-Cab Low Water Level Alarm & Indicator	285	Air Ride Seats (2)	Included
250 Gallon Dust Suppression System	Included	Bendix AD9 Air Dryer	Included
In-Cab Water Level Gauge	Included	Auxiliary Hand Hose Serrated Tip	160
Front Bumper Spray Bar with 7 Nozzles	635	2-4' Auxiliary Hand Hose Extensions	650
Auxiliary Engine 100 AMP Alternator	285	Auxiliary Engine Remote Throttle w/Pendant Control	320
Remote Grease Fittings - Blower Fan	260	Subtotal From Additional Sheet(s):	
Dual Camera System with In-Cab LCD Screen	1420	Subtotal B: 98210	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
8" Heavy Duty Auxiliary Hand Hose Power Boom	3441	Sweeper Head Deluge System with Cam Lock Fitting	330
Conical 4 Nozzle Hopper Deluge System	2157	Subtotal From Additional Sheet(s):	
		Subtotal C: 5928	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X	Subtotal of A + B + C:	217413	=	Subtotal D:	217413
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:**

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight & PDI	2133		
		Subtotal F: 2133	

Delivery Date: 90-150 Days ARO **G. Total Purchase Price (D+E+F):** 219546

Renee LeLaurin

From: Terry Parsons [terryparsons@heiloftexas.com]
Sent: Tuesday, June 10, 2014 2:35 PM
To: Jeffrey Trinker
Subject: FW: HGAC Quote: Schwarze A-9 Monsoon

FYI.. See below from Wells Fargo.

Terry Parsons
Heil Of Texas
713-923-7600 Office
832-948-8402 Cell
terryparsons@heiloftexas.com



From: Patrick.D.Rice@wellsfargo.com [<mailto:Patrick.D.Rice@wellsfargo.com>]
Sent: Tuesday, June 10, 2014 9:28 AM
To: terryparsons@heiloftexas.com
Subject: RE: HGAC Quote: Schwarze A-9 Monsoon

Hi Terry,

Thanks for reaching out to us – we can currently offer the City of Rosenberg a 5 year municipal lease with monthly payments in arrears as follows: 60 @ \$3,948.41. This monthly payment is based on \$219,546.00 financed and a fixed interest rate of 3.04% (subject to adjustment at time of lease commencement based on current market conditions).

Please let me know if they would like to move forward.

Best regards,

Patrick Rice
Territory Manager

Wells Fargo Equipment Finance
Tel 603-343-4315 | Cell 603-661-7746 | eFax 866-361-7658

patrick.d.rice@wellsfargo.com

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

From: Jeffrey Trinker
Sent: Monday, June 09, 2014 10:17 AM
To: 'mailto:terryparsons@heiloftexas.com'
Subject: FW: HGAC Quote: Schwarze A-9 Monsoon

Terry,

Are there leasing options that are offered for the Monsoon?

Thanks,
Jeff Trinker
Executive Director – Support Services
City of Rosenberg, TX

n Meetings Act.



June 9, 2014

Jeffrey Trinker
Rosenberg City Hall
832-595-3350
jefft@ci.rosenberg.tx.us

Dear Mr. Trinker,

Thank you for the opportunity to present proposed financing for the City of Rosenberg. I am submitting for your review the following proposed structure:

LENDER:	Government Capital Corporation	
ISSUER:	City of Rosenberg, TX	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 219,546	
TERM:	3 Annual Payments	5 Annual Payments
TRUE INTEREST COST:	3.99%	4.29%
PAYMENT AMOUNT:	\$ 77,732.35	\$ 48,798.77
PAYMENTS BEGINNING:	February 2015 and annually thereafter	

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Tara Chumley

Tara Chumley

where the Radio Shack is located, was a paving project successfully completed. There was another business that wanted to do a paving project but there were heavy trucks on their driveway and the asphalt would not hold up to that. The other project was a self storage project with metal doors and they had problems getting the paint to stick

- Mayor Morales stated we have \$100,000 allocated for this program.
- Rachelle Kanak stated there is \$82,000 left.
- Mayor Morales stated if Council would want to increase it that would make a difference. From the comments received, people would probably be more willing to apply. He asked staff what they might want Council to consider.
- Rachelle Kanak stated \$10,000 would give someone the opportunity to do something significant and the buildings and areas need fairly major revitalization and it would have more impact.
- Councilor Grigar agreed.
- The general consensus of Council was to have staff move forward with the \$10,000 match.
- No action was taken on the item.

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

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

Key discussion points:

- Councilor Benton stated he has received a lot of feedback from citizens regarding the quality we are getting from the current street sweeping contractor. There are complaints about dust, not being dependable and not doing a very good job. In looking at the contract he feels they have breached their contract. He suggested that the City rent or purchase equipment and the service be provided by City staff.
- He asked John Maresh, Assistant City Manager of Public Services what kind of feedback he has received.
- John Maresh stated complaints received through the Citizens Relations desk have been minimal.
- Jeff Trinker, Executive Director of Support Services stated there was one complaint from a citizen that was upset the sweepers did not come when they said they would.
- Councilor Bolf stated she does not know if the City has looked at getting a machine in the past but all these factors need to be looked at. There have been issues and we need to get something done.
- Mayor Morales asked if the contractor has been notified. We need to look at another contractor and see how that works. In the long run it saves the City money.
- John Maresh stated yes. A lot has been weather related and we have tried to keep them to Thursday and Friday. This week they are trying to catch up. Regardless of who the contractor is when the weather is inclement we will still have these issues to deal with and if the weather is bad we get farther behind.
- Councilor Benton stated we would have a lot more flexibility with our own equipment.
- Councilor McConathy stated the contract defines to go one direction and to use adequate water. That may be causing the dust issue and they may not be following the contract.
- Jeff Trinker provided pricing for the rental and/or purchase of equipment including the personnel, benefits, fuel and maintenance costs.
- Councilor Benton stated he has checked pricing and he does not agree that personnel cost should be included as we could use current employees. This is an item he would like to discuss in the budget meetings for comparisons in using a contractor and renting and/or purchasing equipment.
- John Maresh stated this equipment is sophisticated and personnel has to be trained and may require a CDL operator. It takes skill to operate.
- Councilor Pena asked if this is the same contractor we had previously. The other contractor did a better job.
- John Maresh stated it is a different contractor and there is a provision in the contract to terminate the contract for convenience. We could do that and try another contractor on a month-to-month basis until another is found.
- Councilor Grigar stated he has not received any complaints but he has a complaint about people who do not bag the leaves and then put them in the gutter. He has seen this occur and has pictures. This is not right.
- Mayor Morales encouraged all of Council to send any complaints to Karyn Zwahr, Citizens Relations. She tracks all complaints. You can email or call in the complaint.
- Based on the discussion by Council, the consensus is to cancel the current contract and hire a contractor on a month to month basis until a new contractor is found.

- No action was taken on the item.

4. **CONSIDER MOTION TO ADJOURN FOR EXECUTIVE SESSION.**

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

5. **HOLD EXECUTIVE SESSION TO CONSULT WITH CITY ATTORNEY TO RECEIVE LEGAL ADVICE ON LEGAL MATTERS PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.**

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

6. **ADJOURN EXECUTIVE SESSION, RECONVENE INTO WORKSHOP SESSION, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF AS A RESULT OF EXECUTIVE SESSION.**

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 7:13 p.m. No action was taken as a result of Executive Session.

7. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 7:13 p.m.



Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
5	Janitorial and Mosquito Control Contract Review Discussion
ITEM/MOTION	
Review and discuss Rosenberg's Janitorial and Mosquito Control Services Contracts for FY2015, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. FY2014 Janitorial Contract – Claron Building Maintenance
2. FY2014 Mosquito Control Contract – Cypress Creek Pest Control, Inc.
3. City Council Meeting Minute Excerpt – 09-03-13

APPROVALS

Submitted by:

Jeff Trinker
Executive Director
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

New contracts for Janitorial and Mosquito Control Services were executed for FY2014 with the option to renew for one (1) additional year. As both contractors, Claron Building Maintenance, Inc. (janitorial), and Cypress Creek Pest Control (mosquito control), have performed in a satisfactory manner, City staff recommends extension of these Contracts for FY2015.

Staff expects minimal alterations to these Contracts for their extension next year. Janitorial service will be added to both the Parks and Recreation and Animal Control facilities; neither of these facilities was previously provided with janitorial service. The Parks facility will be cleaned for \$433 per month, or \$5,196 per year. The Animal Control facility will be cleaned for \$650 per month, or \$7,800 per year. These additional services will increase the annual Contract amount from \$50,536 to \$63,532.

The only anticipated change to the Mosquito Control Services Contract is the addition of the paved alley circling Bayou Park. Cypress Creek Pest Control is currently working on the cost associated with this addition.

Should City Council direct staff to move forward with the contract extensions as presented, they will be placed on a future Agenda for consideration.



GENERAL SERVICES CONTRACT

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

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

I. Summary of Contract Terms

Contractor: Claron Building Maintenance
Description of Services: Janitorial Services for the City of Rosenberg
Maximum Contract Amount: \$50,536
Length of Contract: One (1) year with renewal option
Effective Date: October 1, 2013
Expiration Date: September 30, 2014

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

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

B. Services and Payment

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

C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

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

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. **This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

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

- A. Contractor's Additional Contract Document:
 - 1. Insurance Certificate
- B. City's Additional Contract Documents:
 - 1. Technical Specifications & Bid Documents
 - 2. Policy for Bidding Projects

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

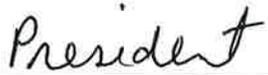
CITY OF ROSENBERG:

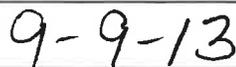
CONTRACTOR:



Robert Gracia
Interim City Manager

By:  _____

Title:  _____

Date:  _____



Linda Cernosek
City Secretary

EXHIBIT B

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
 - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
 - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
 - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
 - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manger. The City will be named as an additional insured.
 - c) Workers' Compensation coverage will be required as set forth by State Law.
 - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
 - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

Procurement of Professional Services

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

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

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



INVITATION TO BID

Janitorial Services for the City of Rosenberg Bid No. 2013-21

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until **10:00 a.m., on Wednesday, August 14, 2013**, and all bids will be opened and publicly read in the City Council Chamber at approximately 10:00 a.m., on the same date for the award of Contract for:

Janitorial Services for the City of Rosenberg

All bids must be submitted at the time and place in the manner prescribed above. Bids must be delivered in a sealed envelope with return address and clearly marked "BID 2013-21 Janitorial Services for the City of Rosenberg". The Bidder's firm name shall appear on the outside of the envelope. The Bidder Certification, Bidder Information, and the Client Reference sheets must accompany the Bid Proposal sheet. No proposal will be considered without the completed required documents. Submit the attached Conflict of Interest Questionnaire (CIQ) with proposal.

Specifications may be obtained from the City Secretary's office between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, or between 8:00 a.m. and 5:00 p.m., Friday, or from the City of Rosenberg web site, www.ci.rosenberg.tx.us (see public notices). A **Mandatory Pre-Bid Meeting** will be held on **Wednesday, August 7, 2013 at 10:30 a.m.**, at the Rosenberg City Hall, Council Chamber.

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

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

Linda Cernosek, City Secretary, TRMC

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

City of Rosenberg
Jeff Trinker
Assistant to the City Manager
832-595-3314
E-mail: jefft@ci.rosenberg.tx.us



INVITATION TO BID INSTRUCTIONS AND TERMS OF CONTRACT

Janitorial Services for the City of Rosenberg Bid No. 2013-21

The City of Rosenberg will receive sealed bids for:

Janitorial Services for the City of Rosenberg

TO PROVIDE FOR: the annual Contract for Janitorial Services for the City of Rosenberg. City Council reserves the option to extend this Contract upon the same terms and conditions, including prices established hereunder, for two (2) additional one-year periods by notifying the bidder in writing of the extension at least thirty (30) days prior to the date the Contract would otherwise terminate.

IT IS UNDERSTOOD that the City Council of the City of Rosenberg reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

BIDS must be submitted on the pricing forms included for that purpose in this packet. Each bid shall be placed in a separate sealed envelope and **manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

Sealed bids, in triplicate, on the original forms, will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 10:00 a.m., on **Wednesday, August 14, 2013**

GENERAL INSTRUCTIONS: Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Rosenberg's interpretation shall govern.

FUNDING: Funds for payment have been provided through the City of Rosenberg budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Rosenberg fiscal year shall be subject to budget approval.

LATE BIDS: Bids received in the City Secretary's office after submission deadline will be considered void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BIDS: Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice, which is received after the deadline for receiving bids, shall not be considered.

SALES TAX: City of Rosenberg is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. **Do not include tax in bid.**

PRICING: Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. **Prices shall be all inclusive.** No price changes, additions or subsequent qualifications will be honored during the course of the Contract. Additional charges not shown on the bid will not be honored. All prices must be in ink.

DELIVERY: All delivery and freight charges (FOB City of Rosenberg designated location) are to be included in the bid price.

BID AWARD: If a Contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a Contract upon the conditions, terms and specifications contained in a bid submitted to the City for a period of up to ninety (90) days following the date specified for the opening of bids. In awarding a Contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms or specifications contained in the invitation to bid or a qualifying bid.

In determining the lowest responsible bidder, the City may consider:

1. Whether the bidder has adequate financial resources to comply with the Contract awarded;
2. Whether the bidder has a satisfactory record of performance with the City or other entities;
3. Any other factors that could be material to the bidder's ability to comply with the Contract.

REJECTION OF BIDS: The City Council may choose to reject all bids and not award any Contract. If the City Council does not award a Contract within ninety (90) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

PURCHASE ORDER: City of Rosenberg shall generate a purchase order to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Rosenberg will not be responsible for any orders placed and/or delivered without a valid purchase order number.

REFERENCES: City of Rosenberg requests bidder to supply, with this Invitation to Bid (ITB), a list of three (3) references where like products or services have been supplied by their firm. Include name of firm, address, telephone number, and contact name.

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverage set forth in the City of Rosenberg **"Policy for Bidding Projects" - Exhibit "A" Section 2. Purchase Subject to Competitive Bidding Subsections (b-e).** A valid certificate of insurance verifying each of the coverages required shall be submitted with the Invitation to Bid documents. The successful bidder shall submit a valid certificate of insurance with the City of Rosenberg named as an additional insured with respect to **General Liability and Automobile Liability policies, prior to execution of the General Services Contract by the City.**

CONFLICT OF INTEREST: No public official shall have interest in this Contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business

arrangement with any employee, official or agent of City of Rosenberg. More than one (1) proposal on any one (1) contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

FACILITY SECURITY:

A. All employees who clean any City facilities must be approved by the City of Rosenberg. In an emergency situation (if the regular employee is sick or otherwise unavailable to come clean the City's facilities), a temporary employee may perform those duties; however, a supervisor must call the change in to the Human Resources office, and provide identification to the City before receiving a temporary badge. A list of possible temporary employees, with the appropriate signatures for back ground checks (see item C), could be provided to the City in advance, so they could be cleared with the City, to allow for more efficient operations.

B. All employees who clean any City facilities must have a City badge. Only the awarded bidder employees, with City issued badges, will be allowed in the City facilities. Employees may not bring friends or family members to work with them.

C. Prior to final approval any employee must furnish a clean background check and/or grant permission for the City to conduct a background check. All background checks shall be at the expense of the Contractor.

D. All employees are prohibited from using any City computer, equipment, materials, documents, or supplies for any reason, and from disturbing, reading, moving, taking, or using any equipment, supplies, materials, documents, or work product of the City or a City employee in an employee's desk, as well as from removing any items from an employee's desk, except cups which need to be washed.

E. If any employee which has been approved to work in City facilities leaves the employment of the awarded bidder, the City must be notified immediately (within 12 hours), and the identification badge must be returned to the City as soon as possible.

DESCRIPTIONS: Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Rosenberg to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Rosenberg shall act as sole judge in determining quality and acceptability of products offered.

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg, Assistant to the City Manager. Addenda will be e-mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda. The addenda will be posted on the City's web site under Public Notices.

BIDS MUST COMPLY with all federal, state, county and local laws concerning this type of good or service.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

INDEMNIFICATION: The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any negligent act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligations under this Contract.

TERMINATION OF CONTRACT: The City of Rosenberg reserves the right to terminate the Contract immediately in the event the successful bidder:

1. Fails to meet delivery schedules;
2. Defaults in the payment of any fees;
3. Otherwise fails to perform in accordance with this Contract;
4. Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

NOTICE: Any notice provided by this bid or required by law to be given to the successful Bidder by City of Rosenberg shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. Mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect City of Rosenberg from claims involving infringements of patents and/or copyrights.

INVOICES submitted for payment shall be addressed to City of Rosenberg, Accounts Payable and shall reference the City of Rosenberg approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the Contract have been fulfilled.

QUALITY CONTROL: Goods and services supplied under this Contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until thirty (30) days after satisfactory replacement has been made.

REMEDIES: The successful bidder and City of Rosenberg agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

SAMPLES: When requested, samples shall be furnished to City of Rosenberg at no charge.

LAW GOVERNING AND VENUE: The law of the State of Texas shall govern this Contract and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Fort Bend County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City of Rosenberg.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

WARRANTY: Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

TECHNICAL SPECIFICATIONS

Janitorial Services For: City of Rosenberg City Hall, Annex Building, Police Department

The Contractor shall provide janitorial services for the following City of Rosenberg facilities as described in the scope of work below.

A. SCOPE

The services described in this Contract shall include but not be limited to daily cleaning and services for offices, lobbies, hallways, stairwells, restrooms, council chamber, lunch rooms, coffee bars, public areas, and conference and meeting rooms. Areas not included in this Contract will be mechanical rooms, storage rooms, and uninhabited sections of the building.

The Contractor will provide qualified, experienced labor and supervision along with the necessary equipment, tools, cleaning supplies, uniforms, insurance and each and every item of expense except as specified herein to accomplish janitorial services as required by the City of Rosenberg. The City of Rosenberg will provide paper products (paper towels, toilet paper, etc.) and plastic trash bags.

Services are to begin no earlier than 5:30 p.m., and finish no later than 7:00 a.m., (Monday thru Friday) at City Hall Facility and Annex Building. Services must begin at the Police Department at 4:00 p.m., and finish no later than 7:00 a.m. Please note that City Council meetings are held at City Hall on Tuesday evenings and evening meetings are sometimes scheduled on other nights.

B. CLEANING TASKS AND SCHEDULE - CITY HALL, ANNEX BUILDING, POLICE DEPARTMENT FACILITIES

a. Daily Cleaning

1. Sweep front entrance
2. Vacuum or sweep all doormats
3. Clean entrance glass doors and all partition glass
4. Damp wipe door bars, kick plates, and door hardware
5. Empty and clean all ashtrays
6. Clean and sanitize drinking fountains
7. Vacuum all carpeting
8. Spot clean all carpet stains
9. Dust mop all non carpeted floors with disinfectant
10. Spot clean all upholstered furniture
11. Sweep and damp mop all non carpeted floors
12. All trash cans will be emptied and trash will be removed to the dumpster
13. Dust all horizontal surfaces (chairs, desktops, tables, pictures)

b. Daily Restrooms

1. Restock toilet paper
2. Refill paper towels
3. Refill soap dispensers
4. Refill air freshener dispenser
5. Empty all trash cans
6. Clean and polish all mirrors
7. Clean and sanitize all toilets, urinals (to be cleaned inside and out)
8. Polish metal work
9. Clean and sanitize all basins
10. Disinfect walls and counter tops
11. Remove water marks from walls and around basins
12. Sweep floors
13. Mop floors using a disinfectant
14. Scrub and sanitize stall doors, walls, and partitions

c. Daily Kitchens

1. Disinfect counter tops and table tops, wiped clean and stain free
2. Dust and wipe clean microwaves and coffee maker

3. Sanitize and polish sinks
 4. Sweep and mop hard surface floors
- d. **Weekly Cleaning**
1. Dust all vertical surfaces (desks, file cabinets, tables, furniture, council chamber dais)
 2. Dust ledges, picture frames, file cabinets, partitions, doors, and door frames
 3. Vacuum all carpeting (moving all furniture) taking care of all corners, baseboards and under furniture
 4. Clean inside and outside of trashcans
 5. Dust mini blinds and window sills
 6. Dust all plants
 7. Sanitize all desk tops (if free of clutter)
 8. Sanitize all telephones
 9. Clean and dust all office doors
- e. **Monthly Cleaning**
1. Buff all hard surface floors as needed
 2. High dusting all areas 72" or taller
 3. Vacuum all upholstered furniture
 4. Spot clean all fabric lined chairs
 5. Buff BCT floor in lunch/break room
 6. Dust light fixtures
 7. Dust all AC return vents and corners for cob webs
 8. Dust top of refrigerator
 9. Clean all interior glass and partitions
- f. **Quarterly Cleaning**
1. Machine scrub restroom floors
 2. Scrub, rinse and recoat hard surface floors
- g. **Semi-Annual Cleaning**
1. Shampoo and steam clean carpet in hallways and offices
 2. Vacuum all fabric seats in Council Chamber at City Hall
- h. **Annual Cleaning**
1. Strip and re-wax hard surface floors
 2. Shampoo and steam clean carpet Council Chamber at City Hall

The bidder awarded the contract will submit a cleaning schedule for monthly, quarterly, semi-annual and annual tasks prior to October 1, 2013.

insurance and each and every item of expense except as specified herein to accomplish the services outlined below as required by the Rosenberg Civic Center.

ily services must be accomplished during the following hours: Sunday - 8:00 p.m. to 6 a.m. the following day; Monday-Thursday - 11:00 p.m. to 6:00 a.m. the following day; Friday-Saturday - 3:00 a.m. to 7:00 a.m. the following

	Lobby	Public Hallways	Offices	Office RR	Public RRs	Main Hall A (B & C)	B (1/2 Main Hall & Kitchen)	C (1/2 Main Hall) or E & No Kitchen	E (E1&E2)	MultiMedia (F)
dust, dirt and grime	X	N/A	N/A	X	X	N/A	-	-	N/A	N/A
dispose of in rated location (3 total)	X	X	X	X	X		-	-		
handles, etc.)				X	X		-	-		
soap dispensers				X	X		-	-		
sinks and basins				X	X		-	-		
Clean mirrors				X	X		-	-		
remove stains				X	X		-	-		
acidic solution				X	X		-	-		
vacuum carpet	X	X					-	-		
clean smudges, (display case)	X	X	X				-	-		
dust, dirt and grime		N/A	N/A			N/A	-	-	N/A	N/A
as necessary	X	X	X	N/A	N/A	X	-	-	X	X
vacuum carpet			X	N/A	N/A	X	-	-	X	X
bins in Room E					X		-	-	X	
and/disinfected					X		-	-		
furniture legs			X				-	-		
fastenings, file			X				-	-		
door frames			X				-	-		
cupboards and above top items)	X	X	X				-	-		
sweep and mop; soap dispenser							-	-		
dust, dirt and grime		N/A	N/A			N/A	-	-	N/A	N/A
public telephones	X	X	X				-	-		
vacuum carpet			X	N/A	N/A	X	-	-	X	X
drinking fountains (4)	X	X					-	-		
smudges and dirt	X	X	X				-	-		
bins in Room E							-	-	X	
Dust all doors	X	X	X	X	X	X	-	-	X	X
baseboards and dust	X	X	X	X	X	X	-	-	X	X
cupboards and above top items)	X	X	X				-	-		
furniture legs			X				-	-		
fastenings, file			X				-	-		
door frames			X				-	-		
and window sills			X			X	-	-	X	X
sweep and mop; soap dispenser							-	-		
restroom and toilets, etc.)				X	X		-	-		

insurance and each and every item of expense except as specified herein to accomplish the services outlined below as required by the Rosenberg Civic Center.

ily services must be accomplished during the following hours: Sunday - 8:00 p.m. to 6 a.m. the following day; Monday-Thursday - 11:00 p.m. to 6:00 a.m. the following day; Friday-Saturday - 3:00 a.m. to 7:00 a.m. the following

	Lobby	Public Hallways	Offices	Office RR	Public RRs	Main Hall A (B & C)	B (1/2 Main Hall & Kitchen)	C (1/2 Main Hall) or E & No Kitchen	E (E1&E2)	MultiMedia (F)
s in bathroom					X		-	-		
oth to remove			X				-	-		X
ions and base							-	-		
d toilets, etc.)				X	X		-	-		
ards clean of				X	X		-	-		
wax residue							-	-		
st all air vents	X	X	X	X	X	X	-	-	X	X
and main hall)	X	X	X	X	X	X	-	-	X	X
rior windows	X	X				X	-	-	X	X
loor to ceiling	X	X	X	X	X	X	-	-	X	X
rs & Offices to							-	-		
rotectant (1X)	X	X	X			X	-	-		

BELOW

depending on
these
led for in the

hallways, and f in dumpster						X	-	-		
ropping floor; stove top and refrigerator							-	-		
s left by client						X	-	-		
d left by client						X	-	-		

depending on
these
led for in the

hallways, and f in dumpster							X	-		
ropping floor; stove top and refrigerator								-		
s left by client							X	-		
d left by client							X	-		

the price
is
already being

hallways, and								X		
---------------	--	--	--	--	--	--	--	---	--	--

Insurance and each and every item of expense except as specified herein to accomplish the services outlined below as required by the Rosenberg Civic Center.

Services must be accomplished during the following hours: Sunday - 8:00 p.m. to 6 a.m. the following day; Monday-Thursday - 11:00 p.m. to 6:00 a.m. the following day; Friday-Saturday - 3:00 a.m. to 7:00 a.m. the following

	Lobby	Public Hallways	Offices	Office RR	Public RRs	Main Hall A (B & C)	B (1/2 Main Hall & Kitchen)	C (1/2 Main Hall) or E & No Kitchen	E (E1&E2)	MultiMedia (F)
Rooms & Offices to be protected (1X)	X	X	X	N/A	N/A	X	-	-		
Removal and protection (1X)				N/A	N/A		-	-	X	X

Labels and MSDS sheets for each chemical.

Lock and relock upon exiting facility. If any oddities are noted (gate unlocked, alarm not armed, etc.) contractor will notify Rosenberg Police Dispatch immediately at (832) 595-3700.

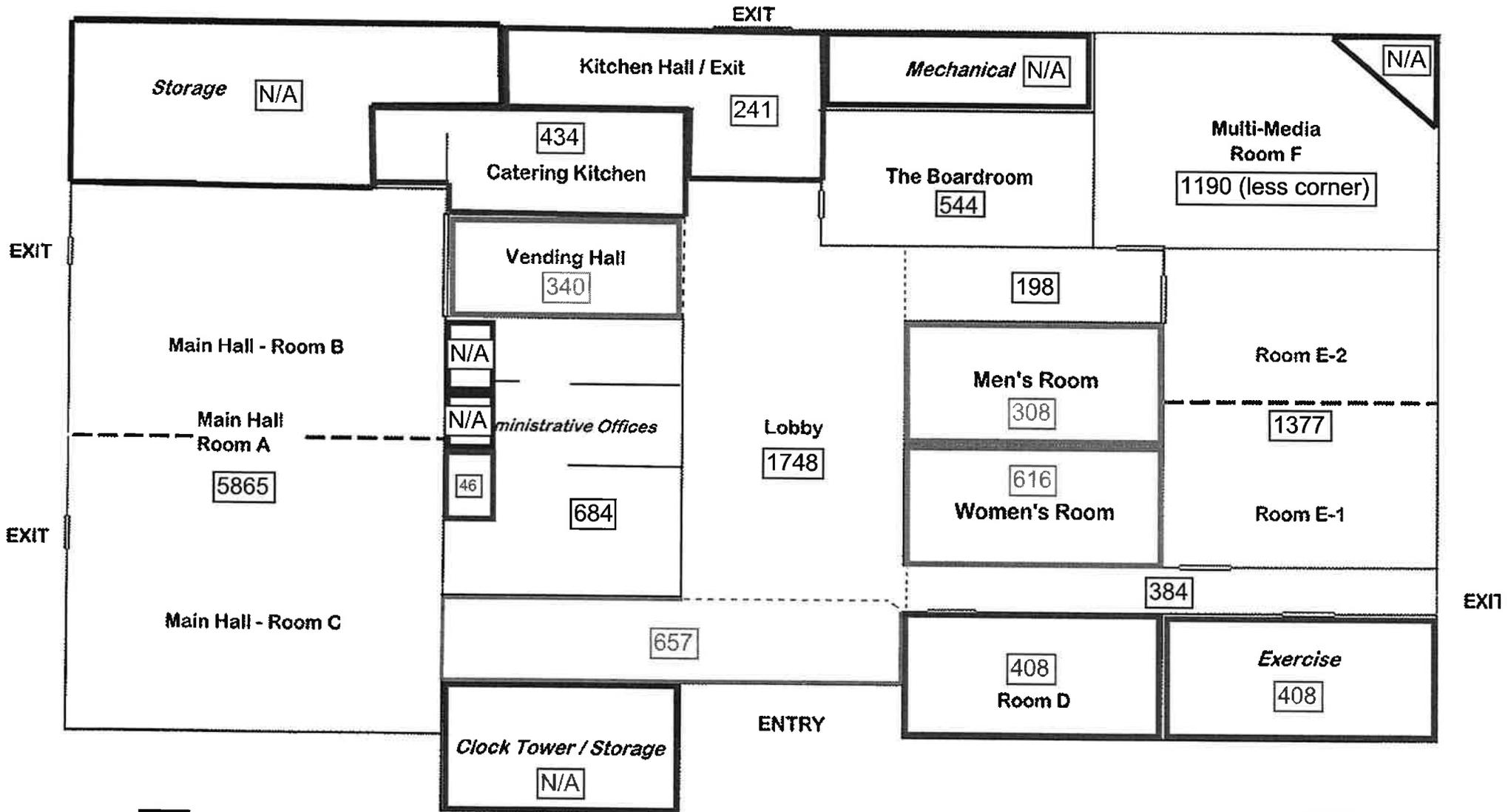
When they are locked and will arm alarm before exiting the facility grounds. If there are any problems /concerns with this, they will contact Rosenberg Police Dispatch at the above phone number.

For damages incurred to facility due to contractor's negligence.

Provide job specifications to the Manager at (832)595-3520.

Advise Civic Center Manager to determine a best means of communications with the daily cleaning crew and supervisors so that we may ensure all tasks are being completed adequately and timely and so that staff make s, next day events) for the crews so that they know which rooms were utilized & need to be checked/cleaned thoroughly.

Rosenberg Civic & Convention Center



AREA NOT CLEANED

CARPET (total)
Approx. 12,000 ft²

3825 Highway 36 South - Rosenberg, TX 77471

TOTAL APPROX. BUILDING SQUARE FOOTAGE
FOR CLEANING CONTRACT:

15,500

CERAMIC TILE (total)
Approx. 1900 ft²

Vinyl/Linoleum Tile (total)
Approx. 1500 ft²

BID PROPOSAL

City of Rosenberg Janitorial Services BID NO. 2013-21

Proposals must be submitted in triplicate. Completed bid proposal will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 10:00 a.m., on **Wednesday, August 14, 2013.**

The Contractor may submit in person or by mail for consideration. The Bidder Certification, Bidder Information, and the Client Reference sheets must accompany the bid proposal sheet. No proposal will be considered without the completed required documents. Submit the attached Conflict of Interest Questionnaire (CIQ) with proposal.

LOCATION	APPROX. SQ/FT	Year 1	Year 2
1. Rosenberg City Hall 2110 4th Street	16,710	\$ 13,200. ⁰⁰	\$ 13,200. ⁰⁰
2. Rosenberg Civic Center 3825 Hwy 36 South	15,500	\$ 15,600. ⁰⁰	\$ 15,600. ⁰⁰
3. Rosenberg Police Dept. 2120 4th Street	15,000	\$ 13,200. ⁰⁰	\$ 13,200. ⁰⁰
4. Rosenberg Annex. Bldg. 2220 4th Street	3,840	\$ 5,736. ⁰⁰	\$ 5,736. ⁰⁰
LUMP SUM TOTALS		\$ 47,736.⁰⁰	\$ 47,736.⁰⁰

Alternate and Special Service Bid Totals	
Alternate Bid Item #1: Cleaning of All Interior and Exterior Glass Windows and Doors at City Hall, Police Department, and Civic Center. (The Annex Building only has two windows and is not included.) (1x)	\$ \$1,500.00
Alternate Bid Item #2: Civic Center - Deep clean carpet in Main Hall (A,B,C), Lobby, Hallways and Offices, to include stain removal and protectant (1x).	\$ \$800.00
Alternate Bid Item #3: Civic Center - Deep clean carpet in rooms E, MM and B, to include stain removal and protectant (1x).	\$ \$500.00

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

It is understood and agreed that this price bid includes the furnishings of all superintendence, material, labor, tools and equipment necessary for the execution of the work bid upon, complete in every detail, in accordance with Specifications.

It is further agreed that the quantities of materials or services to be furnished at unit prices may be increased or diminished as may be considered necessary, in the opinion of the City at its sole discretion, to complete the project fully as planned and contemplated, and that all quantities of materials or services, whether

increased or decreased, are to be supplied at the unit price amounts set forth above. It is understood and agreed that the work is to be completed in full within the time requirements as specifically provided in the Technical Specifications of this bid.

ACCEPTANCE OF BID PROPOSAL:

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

DATE: 8-13-13

BIDDER: Claron Building Maintenance
Company's Name

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

BY: J Monroe
Signature

BY: Claron Building Maintenance

Tammy Monroe
Printed or Typed Name

NAME: Tammy Monroe

9630 Clarewood Dr. D1
Street Address

TITLE: President

Houston, Tx 77036
City, State and Zip Code

713-524-7001
Area Code and Phone Number

BIDDER CERTIFICATION

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

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

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

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Claron Building Maintenance

AGENT'S NAME: Tammy Monroe

AGENT'S TITLE: President

MAILING ADDRESS: P O Box 771786

CITY, STATE, ZIP: Houston, Tx 77215

AUTHORIZED SIGNATURE: J Monroe

DATE OF BID: 8-13-13

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Claron Building Maintenance, Inc.
BUSINESS STREET ADDRESS: 9630 Clarewood Dr D1 Houston, Tx 77036
BUSINESS MAILING ADDRESS: P O Box 771786 Houston, Tx 77215
BUSINESS TELEPHONE NUMBER: 713-524-7001
AFTER HOURS SUPERVISOR NUMBER: 713-550-7945
BUSINESS FAX NUMBER: 713-524-1651
EMAIL ADDRESS: claronservices@aol.com
COUNTY: Harris MINORITY OWNED?: yes #OF EMPLOYEES 15

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

YEAR EST. 1987 NO. OF YEARS IN BUSINESS 27 FEDERAL ID NO. 76-0431437

NATURE OF BUSINESS: Janitorial Services

PRINCIPALS:
NAME: Tammy Monroe TITLE: President
NAME: Hanna Ferris TITLE: Vice-President

BANK REFERENCE: Bank of America

NAME OF BANK OFFICER: Donna Duncan

ADDRESS / CITY / STATE / ZIP: 12605 East Freeway suite 108
Houston, Tx 77015

PHONE NO. 888-852-5000

BIDDER CUSTOMER / CLIENT REFERENCES

1. COMPANY NAME: City of West University

ADDRESS: 3800 University Blvd

CITY / STATE / ZIP: Houston, TX 77005

PHONE NO. 713-662-5892

NAME OF CONTACT: Susan White

2. COMPANY NAME: ER Solutions

ADDRESS: 10750 Hammerly

CITY / STATE / ZIP: Houston, TX

PHONE NO. 281-529-3159

NAME OF CONTACT: Sarah Selzey

3. COMPANY NAME: City of Rosenberg Parks

ADDRESS: 2110 4th Street

CITY / STATE / ZIP: Rosenberg, TX 77471

PHONE NO. 832-595-3300

NAME OF CONTACT: Darren MacCarthy

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4 J. Morise
Signature of person doing business with the governmental entity

8-13-13
Date

EXECUTED this _____ day of _____, 2013.

Principal

Signature

Printed Name

Title

Surety

Signature

Printed Name

Title

ATTEST/WITNESS:

(SEAL)

Signature

Printed Name

Title

ATTEST/WITNESS: (SEAL)

Signature

Printed Name

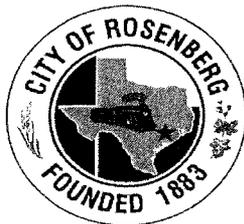
Title

NO

Bidder Bond Needed

REVIEWED:

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



GENERAL SERVICES CONTRACT

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

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

I. Summary of Contract Terms

Contractor: Cypress Creek Pest Control, Inc.

Description of Services: Mosquito control services for the City of Rosenberg

Maximum Contract Amount: \$38,000

Length of Contract: One (1) year with the option to renew for an additional year

Effective Date: October 1, 2013

Expiration Date: September 30, 2014

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

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

B. Services and Payment

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

C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

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

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. **This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

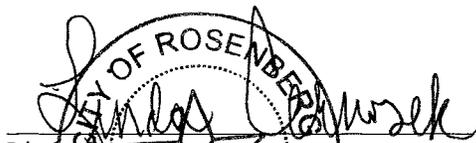
III. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

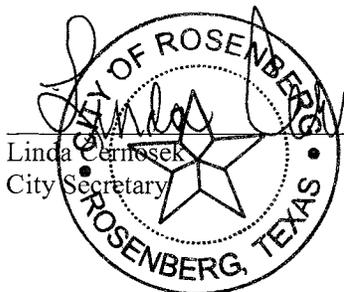
- A. Contractor's Additional Contract Document:
1. Insurance Certificate
- B. City's Additional Contract Documents:
1. Technical Specifications & Bid Documents
 2. Policy for Bidding Projects

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

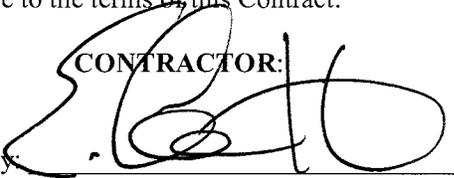
CITY OF ROSENBERG:


 Robert Gracia
 Interim City Manager


 Linda Cernosek
 City Secretary



CONTRACTOR:

By: 

Title:

Vice President

Date:

SEPTEMBER 6, 2013

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

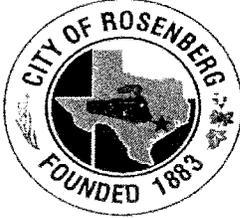
- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
 - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
 - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
 - a) For one time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
 - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manger. The City will be named as an additional insured.
 - c) Workers' Compensation coverage will be required as set forth by State Law.
 - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
 - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

Procurement of Professional Services

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

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

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



Request for Quotation

Mosquito Control Services for the City of Rosenberg

Bid No. 2013-22

Written quotes will be received by the Assistant to the City Manager, Jeff Trinker, of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, or by email to jefft@ci.rosenberg.tx.us until **10:00 a.m., on Wednesday, August 14, 2013.**

Mosquito Control Services for the City of Rosenberg

All written quotes must be submitted at the time and place in the manner prescribed above. Quotes must be delivered via email or in a sealed envelope with return address and clearly marked "BID 2013-22 Mosquito Control Services for the City of Rosenberg". The Bidder's firm name shall appear on the outside of the envelope. Technical specifications are attached. Please include the bidder information sheet, the bidder certification sheet, proof of insurance, proof of pesticide licenses, conflict of interest questionnaire, reference sheet, contractor's work plan, and quote worksheet in your submittal.

Procedures of negotiated purchases not subject to competitive bidding: Purchase requisitions for \$5,001 to \$50,000 require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request. Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured. No bidder's bond or cashier's check will be required as bid security for bids under \$50,000.

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

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

City of Rosenberg
Jeff Trinker
Assistant to the City Manager
832-595-3314
E-mail: jefft@ci.rosenberg.tx.us



**MOSQUITO CONTROL SERVICES
TECHNICAL SPECIFICATIONS
FY2013-2014**

1.0 QUALIFICATIONS

- 1.1 Bidders must establish the firm's work experience and abilities through a minimum of three (3) verifiable clients within the Fort Bend County or Greater Houston area. References must be for clients with two (2) years or more successful service.
- 1.2 Verification of ability and experience to perform scope of services will be established by the number of available full-time employees who are experienced in mosquito control services and are licensed or certified by the Texas Department of Agriculture as Certified Pesticide Applicators. COPIES OF PESTICIDE LICENSES WILL BE REQUIRED WITH BID TABULATION SHEET.
- 1.3 The bidder may be required to show proof of financial stability by providing financial statements.
- 1.4 The bidder must be able to comply with the City's Policy for Bidding Projects Exhibit "A".

2.0 SPECIFICATIONS FOR MOSQUITO CONTROL SERVICES

- 2.1 COMPLETE SPRAYING CYCLE means the application of mosquito control chemicals (approximately 167.9 street miles as indicated in Street Listings Exhibit "B") within the City of Rosenberg to ensure complete coverage provided by the Contractor on a lump sum basis.
- 2.2 SPECIAL REQUEST SPRAYING means the application of mosquito control chemicals in specific areas and designated times as requested by the City and provided by the Contractor on an hourly basis.
- 2.3 Mosquito Control Services will include Complete Spraying Cycles and Special Request Spraying using chemicals and application methods as described in Section 3 (Method of Operations).
- 2.4 Mosquito control service Complete Spraying Cycles will be required on an average of once a week or upon request by the City. **Frequency and duration of Complete Spraying Cycles may vary depending on need and as determined by City.**
- 2.5 Mosquito control service Special Request Spraying will be required upon request by the City, the Contractor will respond to Special Request Spraying request within 24 hours of advance notice.
- 2.6 Larvicide pellets will be placed in standing water during the normal spraying cycle at the direction of the City.

3.0 METHOD OF OPERATIONS

- 3.1 The City shall provide the Contractor a tentative schedule for Complete Spraying Cycles and mappings, which identify the City's service area for spraying. Prior to initiating any given Complete Spraying Cycle, the Contractor shall contact the City for approval and notification of said Cycle.
- 3.2 The Contractor shall provide to the City a tentative schedule of areas to be sprayed for each Complete Spraying Cycle.
- 3.3 The City shall contact the Contractor for Special Request Spraying and will provide the Contractor with mapping which identifies the requested locations for spraying and the requested date of spraying with a minimum of 24-hour advance notice.
- 3.4 The Contractor shall provide the City with the estimated hours required to complete the Special Request Spraying and an estimated time of arrival.
- 3.5 Routine spraying activities shall be between dusk and dawn, unless prior approval is given by the City.
- 3.6 Routine spraying activities shall be Monday thru Friday, unless prior approval is given by the City of Rosenberg.
- 3.7 The Contractor shall complete any given Complete Spraying Cycle within one (1) working day, unless there is a mechanical break down or if adverse weather conditions occur.
- 3.8 The Contractor shall use the Mosquito Adulticide chemical titled "Perm X 3030" or equal at a ratio of 1 Gallon to 4 Gallons of B-V Associates, Inc., formulating oil for all spraying. The Contractor shall be responsible to use all products in accordance with product labels.
- 3.9 All mosquito control chemicals shall be mixed by a certified pesticide applicator licensed with the State of Texas Department of Agriculture.
- 3.10 Spraying will be done with an Ultra Low Volume (ULV) non-thermal, aerosol, cold fog mosquito sprayers.
- 3.11 Spraying will be done at a speed not to exceed 15 miles per hour (mph) and shall be applied at a rate of 4.0932 fluid ounces per minute at 15 mph or as otherwise required by the product label. However, under no conditions shall the application speed exceed 15 mph.
- 3.12 The operator/pesticide applicator shall exercise due care during spraying operations, especially when there is the possibility that citizens may be present in the street or ROW. If there is a resident, whether pedestrian or bicyclist, approaching the mosquito control unit or vice versa, the operator will cease spraying 75 feet prior to meeting the resident and 75 feet past the resident. These actions are to help prevent the resident from coming into direct contact with the chemical.
- 3.13 If the operator is approached by a resident with a complaint, the operator will obtain the name, address, and telephone number of the resident and the nature of the complaint

at that time. The operator will submit this information to the City the following workday. If the complaint is of such a nature that requires immediate attention, the operator will contact the Police Department Dispatch at 832-595-3700.

- 3.14 All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall solely be the Contractor's responsibility.
- 3.15 The Contractor shall provide his (its) own equipment, labor, fuel, chemicals and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his (its) own equipment and the availability, presence and supervision of his (its) employees.
- 3.16 The Contractor is required to have a competent and experienced supervisor/foreman on duty during each shift (nights and days) when work is being performed under this Contract. The supervisor/foreman referred to herein may be a pesticide applicator and must have a mode of communication to call the Police Department.
- 3.17 There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without the prior written consent of the City.
- 3.18 All equipment and personnel will move in the same direction as traffic at all times during all spraying operations.
- 3.19 "The Contractor shall provide the City with each invoice a copy of the completed "Pesticide Applicator Record", including the portion of the chemical label with the rate of application information for each spraying application. The Pesticide Applicator Record form is attached as Exhibit "C".

4.0 WEATHER

- 4.1 For the purpose of this Contract, the National Weather Service at Houston, Texas, shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve (12) hours into the future.
- 4.2 No pesticide applications shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffective or dangerous. These climatic conditions include, but are not limited to, rain, snow, ice, sleet, and winds.
- 4.3 The Contractor may suspend operations if weather conditions are such that pesticide application cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the City or its designee.
- 4.4 The City or its designee shall at his/her discretion have the right to order the suspension of pesticide application operations whenever, in his/her judgment, spraying operations cannot be carried out in an effective manner.

5.0 EQUIPMENT AND MOSQUITO CONTROL CHEMICALS

- 5.1 The equipment used for spraying shall be of sufficient type, capacity and quantity to safely and efficiently perform the chemical application work as specified.

- 5.2 All equipment must be equipped with a flashing beacon and applicable slow moving warning signage.
- 5.3 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 5.4 All vehicles used by the Contractor must be performance worthy by visual and operational inspection.

6.0 QUALITY COMPLIANCE

- 6.1 The City shall have the right to perform a complete inspection of all vehicles and mosquito control equipment at any time throughout the term of the Contract. Should any vehicle or mosquito control equipment, when inspected, and in the determination of the City, not meet standards that the City feels are necessary to complete the Contract or to operate safely, the City may require such vehicle or equipment to be brought to standards that would meet the technical specifications of the Contract before being placed back in service.
- 6.2 The City shall have the right to perform routine inspection and testing of Mosquito Control Chemicals and Compliance of the Method of Operation to assure maximum efficiency in the control of the mosquito population and compliance of Contract specifications.
- 6.3 Bidder guarantees services offered will meet or exceed specification identified in this bid invitation.

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT
City Maintained Streets
Revised 05/07/2013

1ST STREET (NOT SH 36)
2ND STREET
3RD STREET
4TH STREET
5TH STREET
6TH STREET
7TH STREET
8TH STREET
ACE COURT
AIRPORT AVENUE
ALAMO STREET
ALDERNEY COURT
ALLEN STREET
ALLWRIGHT AVE
ANTON STADE ROAD
AQUARIUS STREET
ARBOR COURT
ARBURY HILL LANE
ARCHER RANCH LANE
ARCOLA COURT
ATHEA WAY
AUGUST GREEN
AUSTIN STREET
AVENUE A
AVENUE B
AVENUE C
AVENUE D
AVENUE E
AVENUE F
AVENUE G
AVENUE J
AVENUE K
AVENUE L
AVENUE M
AVENUE N
AVENUE O
AVENUE P
AVENUE R
AVENUE S
AZALEA DRIVE
BAKER ROAD
BAMBOO LANE
BAMORE ROAD
BAND ROAD
BANNER LANE
BASS LANE
BAYOU CANE LANE
BAYOU CROSSING COURT
BELL RIDGE LANE
BELVEDERE DRIVE
BENT RAY COURT
BENTON ROAD
BERNARD AVENUE
BERNIE AVENUE
BIOTICS RESEARCH DRIVE
BLACKHAWK RIDGE COURT

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT
City Maintained Streets
Revised 05/07/2013

BLACKWOOD ROAD
BLAYDON COURT
BLUE LAKE DRIVE
BLUME ROAD
BOWER COURT
BRAZOS CENTER BOULEVARD
BRAZOS STREET
BRAZOS TOWN CROSSING
BRIAR RIDGE DRIVE
BRIDLE PATH
BROADVIEW CIRCLE
BROOKS AVENUE
BRUMBELOW STREET
BRYAN ROAD
BUTLER LAKES COURT
CALLAWAY COVE COURT
CALLENDER STREET
CALVIN ROAD
CAMBAY DRIVE
CAMBRIDGE CIRCLE
CANDLER ROAD
CANTON CIRCLE
CANYON HILL LANE
CARDINAL DRIVE
CARLISLE STREET
CARTWRIGHT COURT
CASLYN DRIVE
CEDAR LANE
CEDAR ROAD
CELAYA COURT
CHELSEA COURT
CHESTNUT DRIVE
CHUPIK STREET
CINDY COURT
CITY HALL DRIVE
COLE AVENUE
COLLINS CREEK BOULEVARD
COMMERCIAL DRIVE
CORPORATE DRIVE
COTTAGE CREEK LANE
COTTER COURT
COTTER LANE
COTTON GUM LANE
COTTONWOOD CHURCH ROAD
COTTONWOOD SCHOOL ROAD
CRABAPPLE WAY
CREOLE BAY LANE
CRESCENT LAKE COURT
CUMINGS ROAD
CUNNINGHAM LANE
CYPRESS LANE
CYPRESS LANDING COURT
DAILY ROAD
DALLAS AVENUE
DAMASCUS ROAD
DAMON STREET

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT
City Maintained Streets
Revised 05/07/2013

DANZIGER ROAD
DAVID STREET
DAVIS AVENUE
DEBBIE COURT
DEBBIE STREET
DEEP GREEN DRIVE
DELTA CROSSING COURT
DELTA CROSSING LANE
DESERT OASIS LANE
DESERT PALMS LANE
DESERT SPRINGS LANE
DESERT WILLOW LANE
DIAMOND RIVER DRIVE
DIVIN DRIVE
DOGWOOD DRIVE
DYER STREET
E COLUMBARY DRIVE
E PARMA DRIVE
EASY STREET
ELIZABETH AVENUE
ELLIS GROVE LANE
ELM STREET
EMILEE COURT
ENCHANTED SPRINGS DRIVE
EVANS ROAD
FAIRGROUNDS BOULEVARD
FAIRGROUNDS ROAD
NORTH FAIRGROUNDS ROAD
WEST FAIRGROUNDS ROAD
FALLEN REED LANE
FINNEY VALLET ROAD
FISHER BEND LANE
FOUNTAINS DRIVE
FRANCES DRIVE
FRANKLIN CIRCLE
FREDICK
FREEWAY MANOR DRIVE
FROST STREET
GARDENIA CIRCLE
GEORGE STREET
GEORGINA STREET
GERONA BLVD
GIBBONS COURT
GLENMEADOW DRIVE
GOLDEN BRANDY LANE
GOLDEN GRAIN DRIVE
GRAEBER ROAD
GRAND CANE LANE
GRAND ISLE LANE
GRANDE GABLES DRIVE
GRANT DRIVE
GRAYSON RUN COURT
GREEN GATE DRIVE
GREENFIELD DRIVE
GREENWOOD DRIVE
GRILLO WAY

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT
City Maintained Streets
Revised 05/07/2013

GRUNWALD HEIGHTS BLVD
GULF COURT
HABITAT LANE
HACKBERRY BANK LANE
HAMILTON STREET
HAMPTON COURT
HANNOVER BLVD
HARDCASTLE STREET
HARDWOOD DRIVE
HARRISBURG COURT
HARTLEDGE ROAD
HAWTHORNE PASTURE ROAD
HEATH RIDGE LANE
HELEN STREET
HELMSLEY DRIVE
HEMPLE DRIVE
HERBIE DRIVE
HERITAGE HAVEN COURT
HERNDON DRIVE
HICKORY WAY
HILL ROAD
HOMESTEAD ROAD
HORACE MANN AVENUE
HOUSTON STREET
HUNTINGTON ROAD
IDA STREET
INDUSTRIAL PARKWAY
IRBY COBB BOULEVARD
IRIS HILLS LANE
J MEYER ROAD
JAMES STREET
JANE LONG DRIVE
JEFFERSON STREET
JENNETTA STREET
JERVIS DRIVE
JOERGER ROAD
JOHNSON STREET
JONES STREET
JUAN CARLOS COURT
JUNCTION COURT
JUNIPER RIVER COURT
JUNKER ROAD
JUNKER STREET
KANE COURT
KAY CEE DRIVE
KENT VALLEY LANE
KENTUCKY STREET
KLARE AVENUE
KLAUKE COURT
KLAUKE ROAD
KLAUKE STREET
KOEBLER ROAD
KOVAR ROAD
KROESCHE ROAD
LAKE COMMONS DRIVE
LAKE RIM DRIVE

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT
City Maintained Streets
Revised 05/07/2013

LAKESHORE POINT LANE
LANE DRIVE
LARK STREET
LAUREL LANE
LAUREL STREET
LAW COURT
LAWRENCE STREET
LAZY LANE
LEAMAN AVENUE
LEE CIRCLE
LEONARD STREET
LIBRA STREET
LIMESTONE COURT
LINDSEY DRIVE
LITTLE HAVEN COURT
LITTLE SUMMER DRIVE
LIVE OAK DRIVE
LLOYD STREET
LONGHORN DRIVE
LORY STREET
LOUISE STREET
LUBOJACKY ROAD
LYNBROOK DRIVE
MADISON AVENUE
MAGNOLIA DRIVE
MAHLMANN STREET
MAIN AVENUE
MAIN STREET
MANOR CIRCLE
MANOR DRIVE
MANOR STONE LANE
MAPLE CIRCLE
MAPLE ROAD
MARILYN STREET
MARVIN STREET
MARY TERE COURT
MATAMOROS DRIVE
MCARTHUR STREET
MCKINLEY STREET
MEADOW LANE
MEBANE LANE
MERCANTILE DRIVE
MILAM BRANCH LANE
MILES STREET
MILLER ROAD
MILLIE STREET
MIMOSA LANE
MOCKINGBIRD LANE
MONROE AVENUE
MONS AVENUE
MONTERREY ROAD
MOORE BAR ROAD
MORAY DRIVE
MOSS BLUFF LANE
MUEGGE ROAD
MULCAHY STREET

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT
City Maintained Streets
Revised 05/07/2013

MUSTANG AVENUE
NANTERRE COURT
OAK BRIAR LANE
OAK STREET
OAKLAND VALLEY DRIVE
OLD CREEK DRIVE
OLD RICHMOND ROAD
ORANGE BLOSSOM LANE
PALM COURT
PARK PLACE BOULEVARD
PARK THICKET LANE
PARKER BLUFF LANE
PARKWAY AVENUE
PARROTT AVENUE
PARROTT COURT
PEACE STREET
PECAN
PECAN COURT
PECAN PARK DRIVE
PERENNIAL LANE
PINE DRIVE
PINE ROAD
PISCES STREET
PLAZA DRIVE
PRAIRE LANE
PREMIER CIRCLE
RADIO LANE
RAINSWEPT PASS DRIVE
RANDON DYER ROAD
RANDON SCHOOL ROAD
RAVEN STREET
RAWSON DRIVE
RAWSON ROAD (OLD RICHMOND ROAD - RIVER ROAD)
READING ROAD
REDBUD DRIVE
REESE ROAD
REINHARD STREET
RESOURCE DRIVE
RICE STREET
RICEFIELD ROAD
RICHARD STREET
ROCKFISH RUN DRIVE
RIPPLE CREEK DRIVE
RIVER ROAD
ROBINOWITZ ROAD
ROCKWOOD DRIVE
ROUND LAKE DRIVE
RUBY STREET
RUDE ROAD
RUSTLING OAKS DRIVE
RYCHLIK ROAD
SALLY ANN DRIVE
SAN ANTONIO COURT
SAN JACINTO STREET
SANDALWOOD AVENUE
SANTA FE COURT

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT

City Maintained Streets

Revised 05/07/2013

SCOTT ROAD
SEABOURNE MEADOWS DRIVE
SEQUOIA LANE
SHANE STREET
SIDNEY
SILENT DEEP DRIVE
SILVER RIPPLE DRIVE
SILVER STONE LANE
SILVERADO TRAILS
SILVERTON BEND
SOUTH RIVER ROAD (EAST)
SOUTHGATE DRIVE
SPACEK ROAD
SPRUCE DRIVE
STELLA ROAD
STEVENS COURT
STONE RIDGE COURT
SUMMER CREEK LANE
SUMMER CREST DRIVE
SUMMER GATE COURT
SUMMER MIST LANE
SUMMER LAKES LANE
SUMMER NIGHT LANE
SUMMER PARK WAY
SUMMER SHORE DRIVE
SUMMERDALE DRIVE
SUNNYSIDE COURT
TALASEK STREET
TAYLAN LANE
TERESA DRIVE
TEXAS AVENUE
TIMBER LANE
TOBOLA STREET
TOWN CENTER BOULEVARD
TOWN VILLAGE BLVD
TOWNSHIP COURT
TREMONT COURT
TROUTLINE LANE
TRUMAN CIRCLE
TURTLE CREEK DRIVE
TYLER TRACE LANE
VERA CRUZ DRIVE
VILLAGE CLUB DRIVE
VILLAGE COURT BOULEVARD
VILLAGE COURT DRIVE
VILLAGE COURT CIRCLE
VILLAGE COURT LANE
VISTA DRIVE
W COLUMBARY DRIVE
WAGON WHEEL LANE
WALENTA AVENUE
WALGER AVENUE
WALID LANE
WALNUT GLEN LANE
WALNUT STREET
WALSH ROAD

CITY OF ROSENBERG
STREET NAMES - MOSQUITO SPRAYING CONTRACT

City Maintained Streets

Revised 05/07/2013

WALTER STREET
WARD STREET
WASHINGTON STREET
WATERBROOK LANE
WEST PARMA
WEST STREET
WESTWOOD DRIVE
WHITE OAK DRIVE
WILBURN STREET
WILD COTTON ROAD
WILLOW STREET
WILSON DRIVE
WINDING LAKES LANE
WINNERS COURT
WOODROW DRIVE
WOODWAY AVENUE

Road Miles: 167.9

EXHIBIT "C"
Texas Department of Agriculture
 Todd Staples, Commissioner
 Pesticide Applicator Record

TDA Q527
 1/07

Business Name _____ Address _____

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated		Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name		EPA Registration Number	Target Pest	Rate of Product Per Unit	Equipment ID #	Spray Permit Number		
Licensed Applicator's Name and License Number			Unlicensed Applicator's Name, if applicable		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Additional Information								

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated		Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name		EPA Registration Number	Target Pest	Rate of Product Per Unit	Equipment ID #	Spray Permit Number		
Licensed Applicator's Name and License Number			Unlicensed Applicator's Name, if applicable		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Additional Information								

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Cypress Creek Pest Control, Inc.
BUSINESS STREET ADDRESS: 8722 Rockmore Dr. Houston, TX. 77064
BUSINESS MAILING ADDRESS: PO Box 690548 Houston, TX. 77269
BUSINESS TELEPHONE NUMBER: (281) 469-2679
AFTER HOURS/SUPERVISOR TELEPHONE NUMBER: (281) 222-0006
BUSINESS FAX NUMBER: (281) 469-4720
EMAIL ADDRESS: L.HUTSON@CYPRESSCREEKPESTCONTROL.COM
COUNTY: Harris / Galveston MINORITY OWNED?: No #OF EMPLOYEES 52

CORPORATION: PARTNERSHIP: ___ PROPRIETORSHIP: ___ L.L.C. ___ L.L.P. ___
YEAR EST. 1968 NO. OF YEARS IN BUSINESS 46 FEDERAL ID NO. 74-2032986
NATURE OF BUSINESS: Pest Control / Mosquito Control

PRINCIPALS:
NAME: James Mark Ivey TITLE: President
NAME: Suzanne Ivey TITLE: Vice President

BANK REFERENCE: Wells Fargo Champions
NAME OF BANK OFFICER: Tom
ADDRESS / CITY / STATE / ZIP: 6600 Fm 1960 West
Houston, TX. 77069
PHONE NO: (281) 444-4400

BIDDER CERTIFICATION

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

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

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

Bidder Must Fill in and Sign:

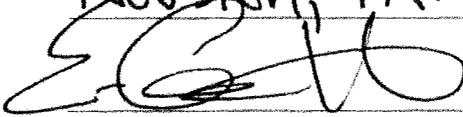
NAME OF FIRM/COMPANY: Cypress Creek Pest Control, Inc.

AGENTS NAME: LEG HUTSON

AGENTS TITLE: Vice President

MAILING ADDRESS: P.O. Box 690548

CITY, STATE, ZIP: Houston, Tx. 77269

AUTHORIZED SIGNATURE: 

DATE OF BID: AUGUST 13, 2013

City of Rosenberg Mosquito Control
Responsible Party List

Certified Commercial Applicator – James “Zach” Ivey
TDA # 0571616

Technicians –

- John Morgan – TDA #0596735
- Jonathan Caraway – TDA #0605456
- Timothy Ball – TDA #0586973

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES 21



TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474

For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE

www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

TDA TPCL No. : 0567700

SPCB TPCL : 2052

Issue Date : 10/31/2012

CYPRESS CREEK PEST CONTROL INC

Expiration Date : 10/31/2013

8722 ROCKMORE
HOUSTON TX 77064

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION AT ALL TIMES.

**TEXAS DEPARTMENT OF AGRICULTURE
STRUCTURAL PEST CONTROL SERVICE**

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) 542-2474



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.tda.state.tx.us/spcs

COMMERCIAL CERTIFIED APPLICATOR

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

TDA TPCL No. : 0567700

License No. : 0571616

SPCB TPCL : 2052

Expires : 10/31/2013

JAMES IVEY

CYPRESS CREEK PEST CONTROL INC

8722 ROCKMORE
HOUSTON TX 77064

Categories:

T,P

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.agr.state.tx.us

COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JOHN MORGAN III
CYPRESS CREEK PEST CONTROL INC
8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700
Technician No. : 0596735
SPCB TPCL : 2052
Expires : 10/31/2013

Categories:
T,P

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TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.agr.state.tx.us

COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JONATHAN CARAWAY
CYPRESS CREEK PEST CONTROL INC
8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700
Technician No. : 0605456
SPCB TPCL : 2052
Expires : 10/31/2013

Categories:
T,P

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TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.agr.state.tx.us

COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

TIMOTHY BALL
CYPRESS CREEK PEST CONTROL INC
8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700
Technician No. : 0586973
SPCB TPCL : 2052
Expires : 10/31/2013

Categories:
P

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Cygnus Creek Pest Control, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

CITY OF ROSENBERG
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

E. [Signature]

Signature of person doing business with the governmental entity

AUGUST 13, 2013
Date

BIDDER CUSTOMER / CLIENT REFERENCES

References must be for clients with two (2) years or more successful service.

1. COMPANY NAME: City of Sugarland, TX.
ADDRESS: 2700 Town Center Blvd. North
CITY / STATE / ZIP: Sugarland, TX. 77479
PHONE NO: (281) 275-1248
LENGTH OF CONTRACT: 10 YEARS
NAME OF CONTACT: Henry Vavrecka

2. COMPANY NAME: City of Missouri City, TX.
ADDRESS: 1522 Texas Parkway
CITY / STATE / ZIP: Missouri City, TX. 77489
PHONE NO: (281) 814-2612
LENGTH OF CONTRACT: 8 YEARS
NAME OF CONTACT: JEFF KOKES

3. COMPANY NAME: City of Tomball, TX
ADDRESS: 401 Market
CITY / STATE / ZIP: Tomball, TX. 77375
PHONE NO: (281) 321-2570, (281) 290-1425
LENGTH OF CONTRACT: 21 YEARS
NAME OF CONTACT: Sandra Martin

Contractor's Information Report

5.3 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.

Work Plan

Please list all equipment and support equipment:
(Provide proof that application equipment used to apply a restricted-use or state-limited-use pesticide is registered with the Texas Department of Agriculture and properly identified by a license decal.)

CYPRESS CREEK PEST CONTROL, INC. WILL COMPLETE EACH SPRAY CYCLE COVERING ALL STREETS WITHIN THE CITY OF ROSENBERG UTILIZING HATE MODEL CHEVY TRUCKS EQUIPPED WITH CUSTOM BUILT U.L.V. COLD FOG MOSQUITO SPRAYERS BUILT BY C.C.P.C. ALL SPRAYING WILL BE PERFORMED AT A FLOW RATE OF 400 LITERS PER MINUTE, AT A SPEED NOT TO EXCEED 12 MPH. EACH SPRAY CYCLE WILL BE COMPLETED IN ONE NIGHT WITH 2 TRUCKS. ALL MOSQUITO TECHNICIANS ARE LICENSED WITH THE TEXAS DEPT. OF AGRICULTURE. EACH C.C.P.C. SERVICE TRUCK IS EQUIPPED WITH G.P.S. TRACKING AND REPORTING SYSTEM.

Provide a copy of Texas Department of Agriculture Business Registration:

SENT NEXT PAGE FOR LICENSES

Quote Worksheet

Completed written quotes for **Mosquito Control Services** must be received by the Assistant to the City Manager, Jeff Trinker, of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, or by email to jefft@ci.rosenberg.tx.us. Written quotes will be accepted until **10:00 a.m., on Wednesday, August 14, 2013**. For questions regarding bid specifications, please call 832-595-3314.

The Contractor may submit a written quote in person, by U.S. Mail, or by email for consideration; no facsimiles will be accepted. Include proof of insurance, proof of pesticide licenses, conflict of interest questionnaire, reference sheet, Contractor's work plan, and bid tabulation in your submittal.

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

DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	TOTAL PRICE 2013-2014	OPTIONAL ONE-YEAR EXTENSION 2014-2015
1. Complete Spraying Cycle One application of mosquito control chemicals on each and every street (approximately 167.9 street miles) within the City of Rosenberg provided by the Contractor on a lump sum basis to ensure complete coverage.	30	Each	\$ <u>845</u>	\$ <u>25,350</u>	\$ <u>25,350</u>
2. Special Request Spraying Application of mosquito control chemicals in specific areas as requested by the City and provided by the Contractor on an hourly basis.	15	Hours	\$ <u>48</u> per hour	\$ <u>720</u>	\$ <u>720</u>
3. Larvicide Pellets	10	Lbs	\$ <u>28</u>	\$ <u>280</u>	\$ <u>280</u>
			Total Bid Amount	\$ <u>26,350</u>	\$ <u>26,350</u>
Alternate Bid: Thermal fogging of storm drains at Seabourne Creek Sports Complex in specific areas and designated times as requested by the City and provided by the Contractor.	8	Each	\$ <u>25</u>	\$ <u>200</u>	\$ <u>200</u>

ACCEPTANCE OF WRITTEN QUOTES:

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

DATE: AUGUST 13, 2013
BIDDER: CYPRESS CREEK PEST CONTROL, INC

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

BY: [Signature]
NAME: Zach Ivory
TITLE: Vice President

Company's Name CYPRESS CREEK PEST CONTROL, INC

BY: [Signature]
Signature
E. LEE HUTSON
Printed or Typed Name

8722 Rockmore Drive
Street Address

HOUSTON, TX. 77064
City, State & Zip Code

(281) 469-2679
Area Code and Phone

1	\$4,170	\$67,320	\$3,825	\$71,400	\$146,715
2	\$4,170	\$67,320	\$3,825	\$71,400	\$146,715
3	\$4,170	\$67,320	\$3,825	\$81,600	\$156,915
4	\$4,170	\$67,320	\$3,825	\$81,600	\$156,915
5	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
6	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
7	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
8	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
9	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
10	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
Total	\$41,700	\$673,200	\$38,250	\$856,800	\$1,609,950

At the end of the ten (10) year period, Aldi would be taxed at one hundred percent (100%).

In addition to the \$1,609,950 in new property taxes over the next ten (10) years, the project will also generate revenues from the sales tax on building materials, roll back taxes (the difference between the taxes paid on the land's agricultural value and the taxes that would have been paid if the land had been taxed on its higher market value for the previous five (5) years), impact fees (estimated \$132,990), and building permit fees (estimated \$139,070).

Should City Council approve the Tax Abatement Agreement, Aldi will complete the improvements and begin operations by October 2015. Resolution No. R-1682 will authorize the Interim City Manager to execute the associated Tax Abatement Agreement, attached to Resolution No. R-1682 as Exhibit "A".

Staff recommends approval of Resolution No. R-1682 as presented.

Key discussion points:

- Matt Fielder gave an overview of the item regarding Resolution No. R-1682. The new completion date of March 1, 2017 was included in the agreement.

Action: Councilor McConathy made a motion, seconded by Councilor Euton to approve Resolution No. R-1682, a Resolution authorizing the Interim City Manager to execute, for and on behalf of the City, a Tax Abatement Agreement, by and between the City and Aldi (Texas), L.L.C. The motion carried by a unanimous vote.

8. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1690, A RESOLUTION AWARDDING BID NO. 2013-21 FOR JANITORIAL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

Executive Summary: On July, 28, 2013, a request for quotes for Janitorial Services was published in the newspaper. Staff also distributed the contract specifications to thirty (30) vendors on the City's janitorial vendor list. On Wednesday, August 14, 2013, bids were received and opened for the City of Rosenberg (City) Janitorial Services Contract. A total of three (3) bids were received as well as two (2) late bids that had to be returned unopened.

A summary of the bids was attached in the agenda packet for review. Claron Building Maintenance, Inc. (Claron) submitted the lowest base bid in the amount of \$47,736.00. Including the three (3) alternate bid items, the total bid for Claron comes to \$50,536.00. Claron has been providing interim janitorial services since July 2013 and staff has generally found the company responsive to City staff needs and requests.

Should City Council award this bid as recommended, the proposal will be attached to Resolution No. R-1690 as Exhibit "A". Staff recommends awarding Bid No. 2013-21 to Claron Building Maintenance, Inc., in the total amount of \$50,536.00 for the Janitorial Services Contract for a one (1) year term; and, authorizing the Interim City Manager to negotiate and execute all required documentation.

Key discussion points:

- Jeff Trinker, Assistant to the City Manager gave an overview of the item regarding Resolution No. R-1690.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1690, a Resolution awarding Bid No. 2013-21 for Janitorial Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

Questions/Comments:

- Councilor McConathy thanked Jeff Trinker for including her suggestion regarding deep cleaning carpet in the Council Chamber.

Upon voting the motion carried by a unanimous vote.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1691, A RESOLUTION AWARDED BID NO. 2013-22 FOR MOSQUITO CONTROL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.**

Executive Summary: With Bid No. 2013-22, the City of Rosenberg requested written quotes for Mosquito Control Services from seven (7) contractors (and posted the bid in the newspaper) and received two (2) responses. Of those responses, one (1) contractor provided qualifying documentation with their written quote. One (1) no-bid was received.

A summary of the bids was included in the agenda packet for review. Cypress Creek Pest Control, Inc., submitted the only bid in the amount of \$26,350.00 (a decrease from the FY13 bid of \$26,915.00) which includes complete spray cycle of 168 street miles in the City Limits, special request spraying, and distribution of larvicide pellets. An alternate bid was received for thermal fogging of storm drains at Seabourne Creek Regional Sports Complex in the amount \$800.00. Cypress Creek Pest Control, Inc., has satisfactorily performed these services for the City since 2009.

Should City Council award this bid to Cypress Creek Pest Control, the proposal will be added to Resolution No. R-1691 to serve as Exhibit "A". Staff recommends approval of Resolution No. R-1691, awarding Bid No. 2013-22 to Cypress Creek Pest Control, Inc., in the amount of \$26,350.00 for Mosquito Control Services for a one (1) year term; and, authorizing the Interim City Manager to negotiate and execute all required documentation.

Key discussion points:

- Jeff Trinker gave an overview of the item regarding Resolution No. R-1691.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1691, a Resolution awarding Bid No. 2013-22 for Mosquito Control Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

Questions/Comments:

- Councilor Benton asked if this includes the newly annexed areas. Jeff Trinker stated yes.
- Councilor Benton asked who the no bid was from. Jeff Trinker stated it was from Gillen Pest Control. They responded to the email sent out to the vendors.
- Councilor Bolf referenced the Alternate Bid of \$800.00 for Seabourne Park and asked if that is included in the \$26,350? Jeff Trinker stated the alternates are not included in the base bid but we budget more than what we know they are going to bid. The reason for that is because there are things like the alternates that need to be done depending on the mosquito season.

Upon voting the motion carried by a unanimous vote.

10. **REVIEW AND DISCUSS USE OF CITY FUNDS TO RELOCATE MAILBOXES FOR PRIVATE CITIZENS, FROM A SITE GENERALLY LOCATED ON STATE HIGHWAY 36S TO KAY CEE DRIVE, AND TAKE ACTION AS NECESSARY.**

Executive Summary: Certain citizens, located in District No. 2 and that reside in the neighborhood near the Kay Cee Drive, have requested that the City remove and relocate their free standing mailboxes currently located on the east side of State Highway 36S (SH 36S) directly across from the American Legion Hall. Some of the citizens affected have indicated that the current location of the mailboxes has proven to be difficult and/or dangerous for them to retrieve their mail due to the traffic



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
6	Business Assistance Grant Program Discussion
ITEM/MOTION	
Review and discuss the Business Assistance Grant Program Guidelines and Criteria, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Business Assistance Grant Program Guidelines and Criteria

APPROVALS		
Submitted by:	Reviewed by:	Approved for Submittal to City Council:
William Benton/rl	<input type="checkbox"/> Exec. Dir. of Administrative Services	 Robert Gracia City Manager
William Benton	<input type="checkbox"/> Asst. City Manager of Public Services	
Councilor, At Large Position	<input type="checkbox"/> City Attorney	
One	<input type="checkbox"/> City Engineer	
	<input type="checkbox"/> (Other)	

EXECUTIVE SUMMARY
This item has been added to the Agenda to allow for review of the Business Assistance Grant Program Guidelines and Criteria and to propose possible revisions.
Should City Council wish to revise the Guidelines and Criteria, staff will return with the requested revisions for consideration on a future City Council Agenda.

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA



Section 1. Sponsor

City of Rosenberg.

Section 2. Purpose

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

Section 3. Grant Type

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

Section 4. Funding Cycle

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

Section 5. Eligibility

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

Section 6. Type of Grants

- A. **FAÇADE IMPROVEMENT:** Improvements to storefronts, including, but not limited to, items such as painting, reconstruction, and remodeling.

Up to a 50% matching grant with maximum of \$10,000.

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

- B. SIGN IMPROVEMENTS: New signs, and renovation or removal of existing signs.
Up to a 50% matching grant with a maximum of \$10,000.
- C. PROPERTY IMPROVEMENT: Items such as landscaping (if irrigated and maintained or warranted for one year), lighting, sidewalk and driveway improvements, parking lot improvements.
Up to a 50% matching grant with a maximum of \$10,000.
- D. DEMOLITION: Demolition of abandoned signs and structures.
Up to a 50% matching grant with a maximum of \$10,000.

Section 7. Guidelines

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

BUSINESS ASSISTANCE GRANT PROGRAM **GUIDELINES AND CRITERIA**

- J. All landscaping installed in the scope of the project must be irrigated and maintained or warranted by the Applicant for minimum of one (1) year from the date of installation.
 - 1. If landscaping is considered as part of the grant request, an underground irrigation system shall be employed and said landscaping shall be irrigated and maintained. Trees, plants, shrubs, or groundcover, as approved in the grant proposal, shall be replaced if they become diseased, damaged, or die.
- K. All applications must contain a cost estimate (bid) from a minimum of two (2) qualified contractors or suppliers.
- L. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Program.

Section 8. Application & Approval

- 1. Applications must be made on a form provided by the City, and may be obtained at the Rosenberg City Hall, 2110 4th Street, Rosenberg, Texas 77471, or on the City website at www.ci.rosenberg.tx.us.
- 2. Applications will be considered on a monthly basis and must be submitted by the last day of each month.
- 3. Monthly consideration of applications may be delayed in the event the City elects for any reason not to consider grant applications for any particular month.
- 4. One (1) original and one (1) copy of an application must be submitted.
- 5. The City reserves the right to utilize whatever outside resources it deems necessary for assistance in its decision-making process.
- 6. Applicants must score a minimum of sixty (60) points on the evaluation guidelines to be eligible for approval.
- 7. Applicants will be notified in writing of the City's approval or disapproval of an application.

Applicants who have been denied grant funding may appeal the Review Committee's decision to City Council. Applicants who choose to appeal the Committee's decision must complete the Application to Appeal and submit the Application to Appeal to the Economic Development Director, within ten (10) days from the date of the grant denial. The Committee will, (within 15 days of receipt of the completed Application to Appeal), submit the appeal to City Council for their review, and the appeal will be placed on City Council's calendar at the first available date. Applicant will be notified as to when the appeal will be heard by City Council, and the applicant will have the opportunity to address City Council at that time. Applicant and will be notified in writing of the City Council's decision.

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

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

Section 9. Evaluation Criteria Standards

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

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

Visual Impact	Possible Points	Awarded Points
<ul style="list-style-type: none"> • Improvement in the attractiveness of the location and the level of blight or deterioration removed; • Paint color/sign chosen are tasteful and consistent with surrounding businesses; • Paint chips/sign materials/landscaping materials are submitted with application and final project reflects what was submitted and approved; • Level of improvements' impact on overall appearance of facility. • Productive life of improvements. 	30	
<p>Economic Impact</p> <ul style="list-style-type: none"> • Amount of additional funding expended by business; • Appropriateness of business to overall economic development in the surrounding neighborhood; • Traffic level of roadways adjacent to improvement; • Mitigation of health and safety issues; • Reuse of vacant or underutilized property. 	25	

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

<p>Historical/Community Impact</p> <ul style="list-style-type: none"> • Level of historical significance of building/area being improved; • Level of value added to the community by the business; • Level of interest/desire for business in the community; • Level of attention to historical architecture (if applicable). 	25	
<p>Location Impact</p> <ul style="list-style-type: none"> • Business located on Avenue H (between Bamore Road and Lane Drive). 	20	

Section 10. Funding

- A. Funding will only be provided on a reimbursement basis upon the completion of the project in accordance with Section 7D above and following an on-site inspection of the improvements.
- B. The City shall be granted the right to inspect the improvement work in progress and upon completion.
- C. Applicant shall provide the City with written notification of project completion. Such notification shall include a letter signed by the Applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payments has been made for all labor and materials involved in the project. Also included in such notification shall be such documents as, but not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items the City may reasonably deem necessary for determining the successful completion of the project.
- D. Upon receipt of a notification of completion, an on-site inspection shall be made by a representative or representatives of the City to confirm, completion in accordance with the application and/or approved modifications, such inspection shall not be considered in any way as a reflection of the City’s approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of Applicant.
- E. At the next regular Review Committee meeting following the on-site inspection, a written statement by the city representatives shall be provided to the Review Committee testifying either to (1) compliant project completion, or (2) non-compliant project completion. In the event of a “non-compliant report”, the Review Committee will review the findings, and if in agreement with the report, a letter shall be issued to the Applicant stating the area/areas of non-compliance. The project shall be subject to re-inspection to confirm the successful completion of the project. Failure to correct the area/areas of non-compliance within thirty (30) days of the date of the “non-compliant letter” shall be cause for cancellation of the grant.

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

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

Section 11. Review Committee

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

Section 12. Amendment

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

Section 13. Notice

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

BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

BE HELD HARMLESS BY THE APPLICANT/APPLICANTS FOR ANY AND ALL DAMAGES ASSOCIATED WITH THE PLANNING, CONSTRUCTION, AND SUBSEQUENT EXISTENCE OF ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED, OR HAS RECEIVED ACTUAL GRANT FUNDING.



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
7	FY2015 Solid Waste Rate Increase Discussion
ITEM/MOTION	
Review and discuss Republic Services proposed solid waste rates for FY2015, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

101-5022-530-6215

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

SUPPORTING DOCUMENTS:

1. Gracely Email – FY2015 Rates 06-13-14
2. Republic Services Rate Increase Calculations – Consumer Price Index Data
3. Gracia Correspondence with Republic Services – FY2015 Rates 05-05-14
4. Republic Services Contract Excerpt – Section 10.02 - Modification to Rates

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 *LL/rl*
- City Engineer
- (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Beginning in the third year of the Contract, and each subsequent year thereafter, Republic Services may adjust rates to reflect changes in the cost of operations (per Section 10.02: Modification to Rates of the City's Contract with Republic Services). This rate increase calculation is based on the Consumer Price Index for Urban Wage Earners and Clerical Workers as well as changes in fuel costs. Republic Services has elected to modify their rates as stipulated in the Contract and has submitted to the City a rate increase of 1.64%. This rate increase only pertains to the rates charged to the City by Republic; it does not reflect the fees charged to residents by the City for garbage service. Staff has verified the calculations and determined that the amounts are in line with the Contract.

A representative from Republic will be present to answer questions. Should this rate increase be approved, staff will return at a later date to discuss this rate increase's impact on the fees charged to Rosenberg residents.

Renee LeLaurin

Subject: Rate Calculations
Attachments: CPITables Rosenberg.pdf

From: Gracely, Frank [<mailto:FGracely@republicservices.com>]
Sent: Friday, June 13, 2014 10:51 AM
To: Jeffrey Trinker
Cc: Fawcett, Todd; Daniel, Davy
Subject: RE: Rate Calculations and Meeting with Church

Jeff

Attached are the tables used in determining the Price increase for the City of Rosenberg.

The following is our calculation of this increase:

Consumer Price Index- Urban Wage Earners and Clerical Workers: All Items

September 2012= 228.184 April 2014=233.443

$233.443/228.184 = 5.2590$ $5.2590/ 228.184 = .02305 \times 90\% = \mathbf{2.0745\%}$

Consumer Price Index- Urban Wage Earners and Clerical Workers: Gasoline

September 2012= 331.409 April 2014=316.991

$331.309 - 316.991 = \mathbf{14.4180}$ $14.4180/331.409 = \mathbf{.04351}$ $.04351 \times 10\% = \mathbf{.4351\%}$

Price Increase 1.64% $[2.0745 - .4351 = 1.6394]$

Frank Gracely | Municipal Manager - West Houston | Republic Services |
13630 Fondren | Houston TX 77085 |
☎: 713.726.7419 | 📞: 281.904.2295 | ✉: fgracely@republicservices.com |

“Life is not about waiting for the storms to pass...
it’s about how to dance in the rain.”

Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options:

From: 2004 To: 2014 **GO**

include graphs

[More Formatting Options](#)

Data extracted on: June 12, 2014 (5:23:55 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0000SETB01,CWUS0000SETB01
 Not Seasonally Adjusted
Area: U.S. city average
Item: Gasoline (all types)
Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	136.6	143.0	150.3	155.8	170.4	173.2	165.0	161.7	161.0	172.9	171.6	160.9	160.2	154.9	165.5
2005	156.1	164.1	175.7	193.7	187.9	185.3	197.2	212.4	249.3	236.8	199.4	187.0	195.4	177.1	213.7
2006	198.9	197.7	205.6	235.2	250.3	247.8	255.3	254.1	219.7	193.4	191.0	198.8	220.7	222.6	218.7
2007	193.262	194.923	220.052	242.613	265.874	260.799	252.957	238.100	239.252	238.906	262.013	257.792	238.879	229.587	248.170
2008	260.457	259.112	277.842	293.349	321.291	346.459	348.888	322.930	315.324	267.580	184.855	146.644	278.728	293.085	264.370
2009	155.204	166.831	168.574	177.510	194.569	226.515	218.757	226.007	221.197	219.509	228.598	225.223	202.375	181.534	223.215
2010	234.825	228.207	238.583	245.626	247.224	235.124	234.959	235.966	232.783	240.558	245.250	256.443	239.629	238.265	240.993
2011	266.224	272.117	304.224	327.095	338.656	318.779	314.232	312.768	310.227	296.999	293.628	281.852	303.067	304.516	301.618
2012	292.151	306.466	331.481	337.336	324.944	304.920	296.660	318.347	331.409	324.120	299.099	286.748	312.807	316.216	309.397
2013	287.621	316.844	321.117	309.312	312.047	313.906	312.292	310.659	306.565	291.493	281.878	283.805	303.962	310.141	297.782
2014	287.827	291.232	306.000	316.991											

TOOLS

- [Areas at a Glance](#)
- [Industries at a Glance](#)
- [Economic Releases](#)
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Databases, Tables & Calculators by Subject

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Data extracted on: June 12, 2014 (5:14:59 PM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0000SAO
 Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	180.9	181.9	182.9	183.5	184.7	185.3	184.9	185.0	185.4	186.5	186.8	186.0	184.5	183.2	185.8
2005	186.3	187.3	188.6	190.2	190.0	190.1	191.0	192.1	195.0	195.2	193.4	192.5	191.0	188.8	193.2
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1	196.3	198.0
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	202.767	201.069	204.466
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	211.053	210.309	211.796
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	209.630	207.883	211.377
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	221.575	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	226.229	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	229.324	228.812	229.837
2014	230.040	230.871	232.560	233.443											

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May 5, 2014

Mr. Todd Fawcett
General Manager
Republic Services – West Houston
13630 Fondren
Houston, Texas 77085

Dear Mr. Fawcett:

Per the terms of the service contract between the City of Rosenberg and Republic Services, Fiscal Year 2015 is the first year in which Republic can raise rates for services. The City's fiscal year begins on October 1, which means that the budget process for the upcoming year kicks-off in late March.

When the City inquired about the service rates for FY2015, staff received an email in response from Republic's West Houston municipal manager that a letter with the official rate increase would be sent August 1, 2014. This date is unacceptable as fees and rates for Fiscal Year 2015 will be discussed at a City Council workshop meeting on Tuesday, June 24, 2014. Please provide the final rate information by Monday, June 1, 2014, so that the information can be incorporated into the budget ahead of the budget workshop. Additionally, City staff requests that a representative of Republic Services attend the June 24, 2014, workshop meeting and be available to answer possible questions regarding the proposed rate increase.

In the future, please ensure that all proposed rate changes are submitted in writing prior to April 30 (the date specified in the contract as the Rate Modification Date) so that the City has sufficient time to account for any changes in the proposed budget caused by rate modifications.

Sincerely,

Robert Gracia
City Manager

RG/JT/rl

attach: Republic Services Contract Excerpt, Section 10.02

xc: Lora Lenzsch, City Attorney
Joyce Vasut, Executive Director of Administrative Services
Jeff Trinker, Executive Director of Support Services
File/Correspondence
File/Republic Services

GENERAL SPECIFICATIONS

Solid Waste Collection and Disposal City of Rosenberg Texas

own or other estimate and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimate for residential or commercial and industrial units.

- (b) The City agrees to pay to the Contractor a fee for collection of commercial and industrial refuse, as set forth in Section 3.00 hereof, in accordance with the commercial pricing matrix identified and described in **Exhibit "B"** hereof. The number of commercial and industrial collection services under this Contract is estimated to be **911**. Contractor is required to utilize its own or other estimate and to provide for growth or shrinkage factors. The City makes no representation as to the reliability of its estimate for residential or commercial and industrial units.
- (c) The refuse collection charges shall include all disposal costs.
- (d) Contractor may, at its option, elect to acquire bags from a supplier of its choice and attempt to market such bags to residential units, however, this option in no way interferes with the right of each owner or occupant of a residential unit to obtain bags from another source.

10.02 Modification to Rates

- (a) All modifications to rates under this Contract shall be subject to the approval of the City Council.

The fees to be paid to the Contractor for the solid waste collection and disposal services as provided in paragraphs (a) and (b) of Section 10.01, for the third and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the **Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) and the Consumer Price Index for Urban Wage Earners and Clerical Workers, Expenditures Category "Gasoline"**, both as published by the U.S. Department of Labor, Bureau of Labor Statistics. As of the end of April of the second year of the Contract and every twelve months thereafter (the "Rate Modification Date"), the fees shall be increased or decreased for the period beginning October 1st of that year in a percentage amount equal to 90% of the net percentage change of the All Items Index plus 10% of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the first full month prior to the commencement of the Contract and the index value for the Rate Modification Date divided by the index value for the first full month prior to the commencement of the Contract.

- (b) As soon as possible after a Rate Modification Date, Contractor shall send to the City a comparative statement setting out for both the All Items Index and the Gasoline Index.
 - i. The index value on the first full month prior to the commencement of the Contract;
 - ii. The index value on the Rate Modification Date preceding the date of the statement;
 - iii. The net percentage change;
 - iv. The composite percentage change equal to the net percentage change in the All Items Index plus the net percentage change in the Gasoline Index; and
 - v. The increase or decrease in the fees which may be charged by the Contractor.
- (c) The maximum increase allowed under 10.01(a) shall be five percent (5%) per year.
- (d) In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, (including increases or addition of taxes or fees, such as fuel taxes, environmental fees, and landfill disposal charges), and will include significant increase in costs resulting from revised laws, ordinances, or regulations; changes in location of disposal sites or changes in disposal charges, a substantial increase in the number of residential units, such as City growth or annexation.. City shall have sole discretion, but no obligation to approve, any additional rate and price adjustments petitioned under this provision.

10.03 City to Act as Collector - The City shall submit statements to and collect from all residential and commercial and industrial units for all services provided by the Contractor, including those accounts that are delinquent. Contractor shall submit statements to the City for services provided in accordance with Section 2.00.

10.04 Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service at any residential or commercial and industrial unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall, to the extent permissible by law, indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation or attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.



CITY COUNCIL COMMUNICATION

June 24, 2014

ITEM #	ITEM TITLE
8	FY2015 Water and Sewer Rates Discussion
ITEM/MOTION	
Review and discuss FY2015 Water and Sewer Rates, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Presentation - Water and Sanitary Sewer Rates

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been added to the Agenda to offer City Council and staff the opportunity to discuss Water and Sewer Rates for FY2015.

In order to continue the City's efforts to meet the 2016 Fort Bend Subsidence District mandates, staff recommends that the Subsidence Fee increase each year until 2016, at which time operational costs can be more closely projected and the Subsidence Rate can be adjusted accordingly. The recommended rate for FY2015 is to increase the rate from \$1.20 per 1,000 gallons to \$1.40 per 1,000 gallons.

The water rates are adequate to cover the cost of providing water service to customers. Staff recommends leaving the water rates at the current level until 2016 at which time we can reevaluate the rates and adjust them in coordination with the Subsidence Fees.

Staff recommends that the sewer rates increase slightly so that the sewer revenues can adequately cover the costs of providing the service. Water rates are still subsidizing the sewer expenses. For FY2015, staff recommends increasing the consumption rate from \$2.97 to \$3.10 for each 1,000 gallons used over the first 2,000 gallons. This increase will be minimal to individual customers. A low usage customer (3,000 gallons per month) would receive a \$0.13 per month increase. Any residential customer using 5,000 gallons would receive a \$0.39 per month increase and those using greater than 12,000 gallons per months would receive the maximum increase of \$1.30 per month.

A presentation regarding water and sanitary sewer rates is included in the packet and will be presented at the meeting.

Water and Wastewater Rates

June 24, 2014

Subsidence Fees

History

Year	Rate
2007-08	\$0.25
2008-09	\$0.35
2009-10	\$0.40
2010-11	\$0.50
2011	\$0.60
2012	\$0.75
2013	\$1.00
2014	\$1.20

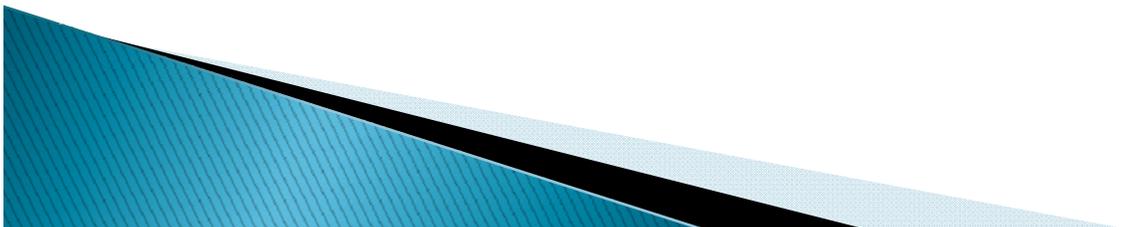
Projected

Year	Rate
2015	\$1.40
2016	\$1.60

Rates based per 1,000 gallons.

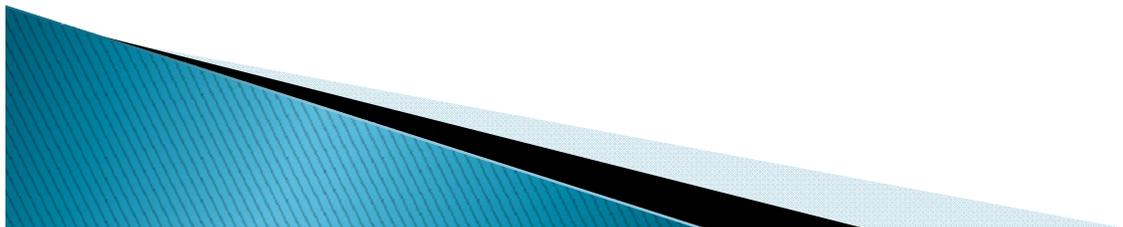
Water Rates – Residential

Single Family	Current / Proposed
Base – 2,000 gallons	\$10.28
2,000 – 10,000	\$2.50 / per 1,000 gallons
Over 10,000	\$2.88 / per 1,000 gallons



Water Rates – Commercial

Commercial/Industrial	Current/Proposed Rates
Meter size first 2,000 gallons:	
5/8*3/4"	\$ 10.28
1"	\$ 30.85
2"	\$ 51.41
3"	\$71.97
4"	\$113.10
6"	\$154.23
All water used over 2,000	\$2.50 / per 1,000 gallons



Wastewater Rates

	Current Rates	Proposed Rates
<i>Single Family</i>		
Base 2,000 gallons	\$15.00	\$15.00
2,000 – 12,000	\$2.97 per 1,000 gallons	\$3.10 per 1,000 gallons
<i>Commercial/Industrial</i>		
First 2,000 gallons	\$15.00	\$15.00
Over 2,000	\$2.97 per 1,000 gallons	\$3.10 per 1,000 gallons

Impact of Wastewater Rate Increase

	Current Monthly Bill	Proposed Monthly Bill	Increase per Month
<i>Residential</i>			
Base 2,000 gallons	\$15.00	\$15.00	0
3,000 gallons	\$17.97	\$18.10	\$0.13
5,000 gallons	\$23.91	\$24.30	\$0.39
12,000 gallons	\$44.70	\$46.00	\$1.30
<i>Commercial/Industrial</i>			
First 2,000 gallons	\$15.00	\$15.00	0
20,000 gallons	\$68.46	\$70.80	\$2.34
50,000 gallons	\$157.56	\$163.80	\$6.24
100,000 gallons	\$306.06	\$318.80	\$12.74

ITEM 9

Consider motion to adjourn for Executive Session.

ITEM 10

Hold Executive Session pursuant to Texas Government Code Section 551.074 and 551.071 to deliberate upon the appointment, evaluations, reassignment, duties, discipline or dismissal of, and/or hear a complaint or charge against the Police Chief, and consult with and seek legal advice from the City's legal counsel related to those personnel matters, as needed.

ITEM 11

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

ITEM 12

Adjournment.