

## **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, August 25, 2015

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

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

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

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

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

Call to order: City Hall Council Chamber

### **AGENDA**

1. Review and discuss a presentation on digital billboards by Lee Vela of Clear Channel Communications, and take action as necessary to direct staff. (Cynthia A. McConathy, Mayor)
2. Review and discuss proposed policy for reimbursement of costs associated with required certification or other training provided to a City employee in the event that the employee's employment should be voluntarily terminated before completing a reasonable period of service, and take action as necessary to direct staff. (William A. Benton, Councilor)
3. Review and discuss the Utilities Department temporary building proposal, and take action as necessary to direct staff. (Jeff Trinker, Executive Director of Support Services)
4. Review and discuss the Fire Department Administration building, and take action as necessary to direct staff. (Wade Goates, Fire Chief)
5. Review and discuss proposed amendments to the "Rental Registration and Inspection" Ordinance, and take action as necessary to direct staff. (Justin Jurek, Fire Marshal)
6. Review and discuss proposed amendments to the "Smoking" Ordinance as it relates to City parks, and take action as necessary to direct staff. (Lydia Acosta, Recreation Program Coordinator)
7. Review and discuss un-manned drone use in City parks, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
8. Review and discuss the Parks Grounds Maintenance Contract, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
9. Review and discuss the Seabourne Creek Regional Sports Complex Grounds Maintenance Contract, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
10. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

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

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

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

\_\_\_\_\_  
Approved:  
Cynthia A. McConathy, 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

## August 25, 2015

ITEM #	ITEM TITLE
1	Digital Billboards Discussion
<b>ITEM/MOTION</b>	
Review and discuss a presentation on digital billboards by Lee Vela of Clear Channel Communications, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

One-time  
 Recurring  
 N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

1. None

**MUD #:** NA

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

**Cynthia A. McConathy**<sup>/rl</sup>

Cynthia A. McConathy  
Mayor

**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 included to allow for City Council to hear a presentation by Lee Vela of Clear Channel Communications regarding digital billboards.



# CITY COUNCIL COMMUNICATION

## August 25, 2015

ITEM #	ITEM TITLE
2	Certification and/or Training Cost Reimbursement to City Discussion

### ITEM/MOTION

Review and discuss proposed policy for reimbursement of costs associated with required certification or other training provided to a City employee in the event that the employee's employment should be voluntarily terminated before completing a reasonable period of service, 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. None

### APPROVALS

**Submitted by:*****William A. Benton***<sub>/ks</sub>

William A. Benton  
 Councilor, At-Large Position 1

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
 City Manager

### EXECUTIVE SUMMARY

Cities often expend time and money providing training to certain newly hired personnel. The resources may be considered well-spent when the employee remains on the job. However, when they give notice and leave soon after they are hired, the City may wish to consider ways to recover the training costs expended on behalf of such employees.

Should City Council agree that reimbursement of costs associated with certification/training is appropriate if an employee does not complete a reasonable period of service, then it will be necessary to develop a policy to address the method of recovery of such funds. Thus, this item has been added to the Agenda to facilitate such discussion and for City Council to provide direction to staff.



# CITY COUNCIL COMMUNICATION

August 25, 2015

ITEM #	ITEM TITLE
3	Utilities Department Temporary Building Discussion

**ITEM/MOTION**

Review and discuss the Utilities Department temporary building proposal, 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. Site Plan and Topographic Map
2. Building Plans
3. Specifications for Office Portable Building
4. Kelly Email Correspondence – 08-11-15
5. City Council Meeting Minute Excerpt – 03-24-15

**APPROVALS**

**Submitted by:**

Jeff Trinker  
Executive Director of  
Support Services

**Reviewed by:**

- Exec. Dir. of Administrative Services *gt*
- 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**

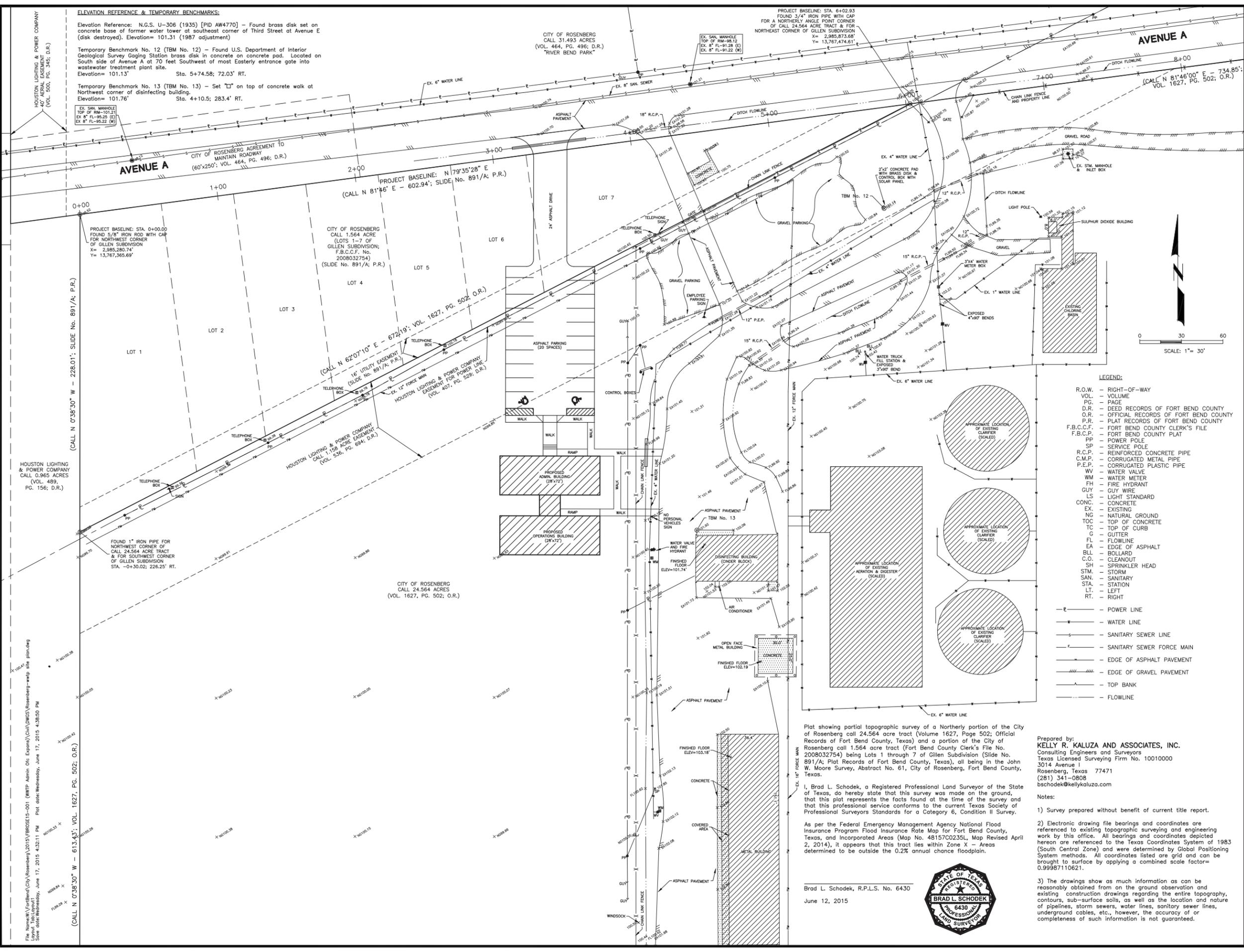
This item has been included to provide City Council with an update on the Utilities Building Project and to solicit direction from City Council.

As part of the Facilities Master Plan Project, the Blue Ribbon Facilities Task Force (Task Force) and City staff toured various City facilities. During the course of these tours, both the Task Force and staff noticed that Utilities employees were officing in the same building that houses high pressure chlorine cylinders, a situation which presented a possible safety risk to the employees in the event of a chlorine release. Utilities staff have since been moved to an open room (primarily used as the break room) in the storage building, an arrangement that is not workable for the medium to long term. At the March 24, 2015 City Council Workshop Meeting, staff presented the City Council with a recommendation to investigate the possibility of acquiring temporary office space in which to house the Utilities employees. City Council directed staff to continue investigating options.

The Utilities Department decided on a portable office concept. The building is a traditional office space including an eight (8) seat conference room, four (4) offices, workstations for up to five (5) employees, a workstation for a secretary, a drafting room with room for a plotter printer/copier, a small breakroom and men's and women's restrooms. The requirements for this office space were determined by the Utilities

Department and then incorporated into the design of the building in order to meet the Department's medium term needs. A second building for field personnel was designed and considered by staff; however, due to cost concerns, staff only recommends the consideration of the single office building concept at this time. Space has been identified in the site plan that would allow for the placement of an additional building should funding be made available at a later time.

Staff interviewed a number of temporary/modular building suppliers and decided to work with Ilcor Builders (Ilcor) to develop a design and price quote for several reasons: 1) Ilcor allows for complete customization as opposed to more limited customization options with the modular companies; 2) Ilcor constructs the buildings onsite as opposed to modules that are manufactured offsite and transported to the location; 3) Lamar Consolidated I.S.D. highly recommended Ilcor buildings and stated that they do not have the maintenance issues with Ilcor that they have experienced with products from other companies. Ilcor is also a member of the BuyBoard purchasing cooperative and offers pre-negotiated prices for services. Staff proposes funding this Project through the utilization of Water/Wastewater Fund balance.



**ELEVATION REFERENCE & TEMPORARY BENCHMARKS:**  
 Elevation Reference: N.G.S. U-306 (1935) [PID AW4770] - Found brass disk set on concrete base of former water tower at southeast corner of Third Street at Avenue E (disk destroyed). Elevation= 101.31 (1987 adjustment)  
 Temporary Benchmark No. 12 (TBM No. 12) - Found U.S. Department of Interior Geological Survey Gaging Station brass disk in concrete on concrete pad. Located on South side of Avenue A at 70 feet Southwest of most Easterly entrance gate into wastewater treatment plant site.  
 Elevation= 101.13' Sta. 5+74.58; 72.03' RT.  
 Temporary Benchmark No. 13 (TBM No. 13) - Set "T" on top of concrete walk at Northwest corner of disinfecting building.  
 Elevation= 101.76' Sta. 4+10.5; 283.4' RT.

PROJECT BASELINE: STA. 6+02.93  
 FOUND 3/4" IRON PIPE WITH CAP FOR A NORTHERLY ANGLE POINT CORNER OF CALL 24.564 ACRE TRACT & FOR NORTHEAST CORNER OF GILLEN SUBDIVISION  
 X = 2,985,873.68'  
 Y = 13,767,474.61'

AVENUE A  
 CITY OF ROSENBERG AGREEMENT TO MAINTAIN ROADWAY (60'x250'; VOL. 464, PG. 496; D.R.)  
 PROJECT BASELINE: N 79°35'28" E (CALL N 81°46' E - 602.94'; SLIDE No. 891/A; P.R.)

PROJECT BASELINE: STA. 0+00.00  
 FOUND 5/8" IRON ROD WITH CAP FOR NORTHWEST CORNER OF GILLEN SUBDIVISION  
 X = 2,985,280.74'  
 Y = 13,767,365.69'

CITY OF ROSENBERG CALL 1.564 ACRE (LOTS 1-7 OF GILLEN SUBDIVISION; F.B.C.C.F. No. 2008032754) (SLIDE No. 891/A; P.R.)

LOT 1  
 LOT 2  
 LOT 3  
 LOT 4  
 LOT 5  
 LOT 6  
 LOT 7

(CALL N 0°38'30" W - 228.01'; SLIDE No. 891/A; P.R.)

(CALL N 62°07'10" E - 672.19'; VOL. 1627, PG. 502; O.R.)

HOUSTON LIGHTING & POWER COMPANY CALL 1.158 ACRE EASEMENT (VOL. 536, PG. 684; D.R.)

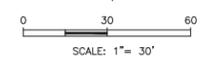
HOUSTON LIGHTING & POWER COMPANY CALL 0.965 ACRES (VOL. 489, PG. 156; D.R.)

FOUND 1" IRON PIPE FOR NORTHWEST CORNER OF CALL 24.564 ACRE TRACT & FOR SOUTHWEST CORNER OF GILLEN SUBDIVISION STA. -0+30.02; 226.25' RT.

CITY OF ROSENBERG CALL 24.564 ACRES (VOL. 1627, PG. 502; O.R.)

(CALL N 0°38'30" W - 613.43'; VOL. 1627, PG. 502; O.R.)

- LEGEND:**
- R.O.W. - RIGHT-OF-WAY
  - VOL. - VOLUME
  - PG. - PAGE
  - D.R. - DEED RECORDS OF FORT BEND COUNTY
  - O.R. - OFFICIAL RECORDS OF FORT BEND COUNTY
  - P.R. - PLAT RECORDS OF FORT BEND COUNTY
  - F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
  - F.B.C.P. - FORT BEND COUNTY PLAT
  - PP - POWER POLE
  - SP - SERVICE POLE
  - R.C.P. - REINFORCED CONCRETE PIPE
  - C.M.P. - CORRUGATED METAL PIPE
  - P.E.P. - CORRUGATED PLASTIC PIPE
  - WV - WATER VALVE
  - WM - WATER METER
  - FH - FIRE HYDRANT
  - GUY - GUY WIRE
  - LS - LIGHT STANDARD
  - CONC. - CONCRETE
  - EX. - EXISTING
  - NG - NATURAL GROUND
  - TOC - TOP OF CONCRETE
  - TC - TOP OF CURB
  - G - GUTTER
  - FL - FLOWLINE
  - EA - EDGE OF ASPHALT
  - BL - BOLLARD
  - C.O. - CLEANOUT
  - SH - SPRINKLER HEAD
  - STM. - STORM
  - SAN. - SANITARY
  - STA. - STATION
  - LT. - LEFT
  - RT. - RIGHT
- - - - - POWER LINE
  - - - - - WATER LINE
  - - - - - SANITARY SEWER LINE
  - - - - - SANITARY SEWER FORCE MAIN
  - - - - - EDGE OF ASPHALT PAVEMENT
  - - - - - EDGE OF GRAVEL PAVEMENT
  - - - - - TOP BANK
  - - - - - FLOWLINE



Plat showing partial topographic survey of a Northerly portion of the City of Rosenberg call 24.564 acre tract (Volume 1627, Page 502; Official Records of Fort Bend County, Texas) and a portion of the City of Rosenberg call 1.564 acre tract (Fort Bend County Clerk's File No. 2008032754) being Lots 1 through 7 of Gilen Subdivision (Slide No. 891/A; Plat Records of Fort Bend County, Texas), all being in the John W. Moore Survey, Abstract No. 61, City of Rosenberg, Fort Bend County, Texas.

I, Brad L. Schodek, a Registered Professional Land Surveyor of the State of Texas, do hereby state that this survey was made on the ground, that this plat represents the facts found at the time of the survey and that this professional service conforms to the current Texas Society of Professional Surveyors Standards for a Category 6, Condition II Survey.

As per the Federal Emergency Management Agency National Flood Insurance Program Flood Insurance Rate Map for Fort Bend County, Texas, and Incorporated Areas (Map No. 4815700235L, Map Revised April 2, 2014), it appears that this tract lies within Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

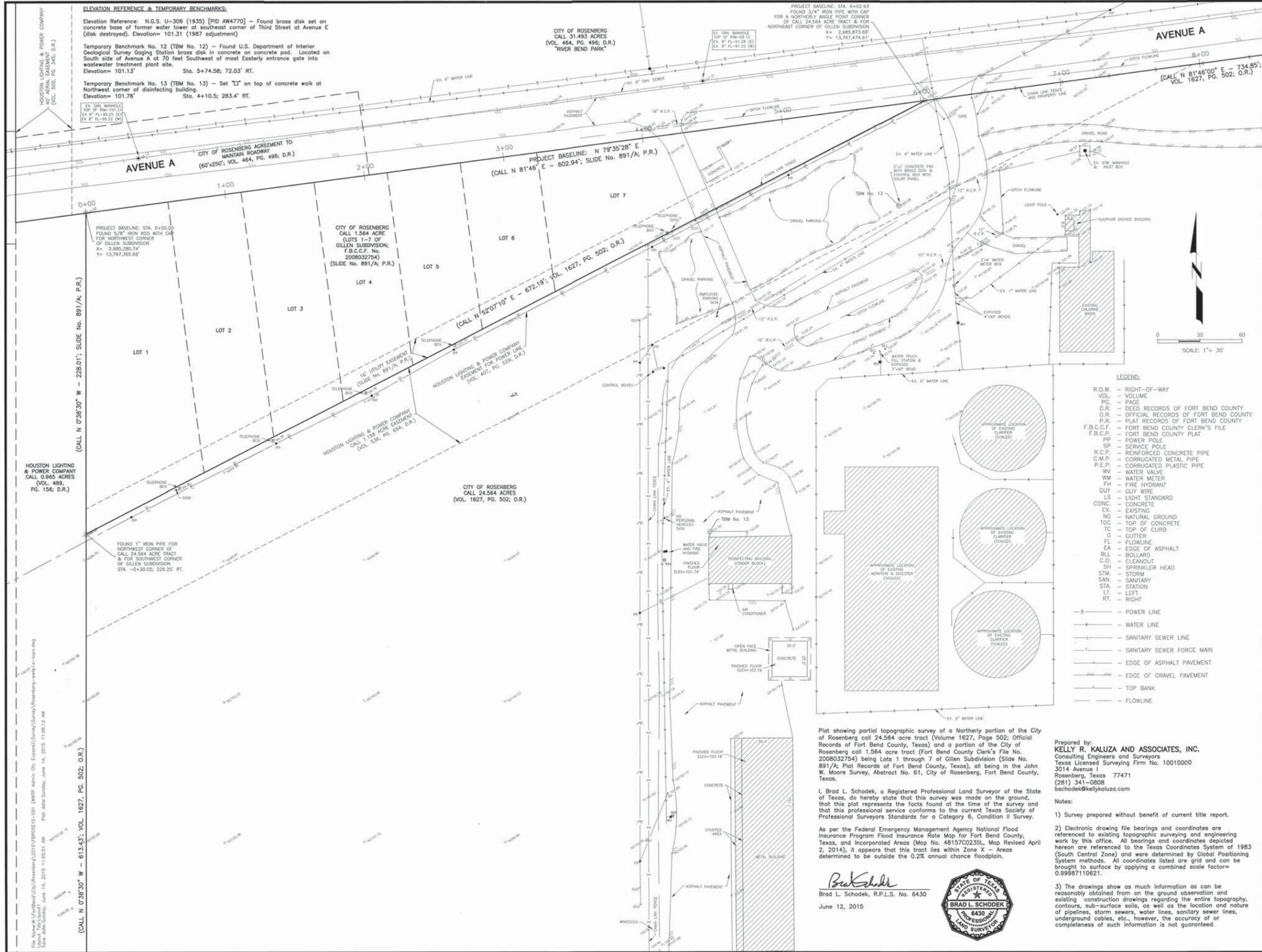
Brad L. Schodek, R.P.L.S. No. 6430  
 June 12, 2015



Prepared by:  
**KELLY R. KALUZA AND ASSOCIATES, INC.**  
 Consulting Engineers and Surveyors  
 Texas Licensed Surveying Firm No. 10010000  
 3014 Avenue I  
 Rosenberg, Texas 77471  
 (281) 341-0808  
 bschodek@kellykaluza.com

- Notes:**
- 1) Survey prepared without benefit of current title report.
  - 2) Electronic drawing file bearings and coordinates are referenced to existing topographic surveying and engineering work by this office. All bearings and coordinates depicted hereon are referenced to the Texas Coordinates System of 1983 (South Central Zone) and were determined by Global Positioning System methods. All coordinates listed are grid and can be brought to surface by applying a combined scale factor= 0.99987110621.
  - 3) The drawings show as much information as can be reasonably obtained from on the ground observation and existing construction drawings regarding the entire topography, contours, sub-surface soils, as well as the location and nature of pipelines, storm sewers, water lines, sanitary sewer lines, underground cables, etc.; however, the accuracy or completeness of such information is not guaranteed.

File: \\houston\city\rosenberg\2015\BROISE15-001 (WTP Admin. Otc. Expan.)\Civil\DWG\rosenberg-wtp site plan.dwg  
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 Save date: Wednesday, June 17, 2015 4:38:50 PM  
 Plot date: Wednesday, June 17, 2015 4:32:11 PM



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CITY OF ROSENBERG  
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(VOL. 464, PG. 496; D.R.)  
"RIVER BEND PARK"

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(VOL. 468,  
PG. 156; D.R.)

CITY OF ROSENBERG  
CALL 24.564 ACRES  
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*Brad Schodek*  
Brad L. Schodek, R.P.L.S. No. 6430  
June 12, 2015



Prepared by:  
**KELLY R. KALUZA AND ASSOCIATES, INC.**  
Consulting Engineers and Surveyors  
Texas Licensed Surveying Firm No. 10010000  
3014 Avenue 1  
Rosenberg, Texas 77471  
(281) 341-0808  
bschodek@kellykaluza.com

- Notes:**
- 1) Survey prepared without benefit of current title report.
  - 2) Electronic drawing file bearings and coordinates are referenced to existing topographic surveying and engineering work by this office. All bearings and coordinates depicted hereon are referenced to the Texas Coordinates System of 1983 (South Central Zone) and were determined by Global Positioning System methods. All coordinates listed are grid and can be brought to surface by applying a combined scale factor= 0.99987110621.
  - 3) The drawings show as much information as can be reasonably obtained from on the ground observation and existing construction drawings regarding the entire topography, contours, sub-surface soils, as well as the location and nature of pipelines, storm sewers, water lines, sanitary sewer lines, underground cables, etc., however, the accuracy or completeness of such information is not guaranteed.

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User: Tolayrac1  
Save date: Sunday, June 14, 2015 11:05:51 AM  
Plot date: Sunday, June 14, 2015 11:06:13 AM

5/8" SHEATHING NAILED ALONG EDGES  
 W/2-1/2" GALV. DECK STAPLE @ 6" O.C. W/PLYCLIPS.  
 25 YEAR FIBERGLASS WHITE SHINGLES W/#15 FELT ON DECKING  
 1" x 4" BRACING @ 1/3 POINTS  
 TRUSS-TIE SIMPSON H-10  
 TRUSSES NAILED TO TOP PLATE W/3" NAILS  
 GALV. METAL DRIP CAP W/2" NAILS @ 6" O.C.

GUTTER COLOR BRONZE  
 J-TRIM  
 1" x 6" HARDI FASCIA W/6P NAILS COLOR BRONZE  
 2" x 4" BACKER BOARD  
 HARDI SOFFIT W/2" NAILS @ 12" O.C.  
 2' OVERHANG ON BACK 3' ON FRONT

7/16" CDX TYVEK  
 26 GAUGE METAL R-PANEL W/TRIMS  
 J- CHANNEL

SIMPSON H-6 32' O.C.  
 2" x 8" #2 FIR JOISTS @ 24" O.C. TREATED FRAMED METAL SKIRT WITHIN 4" OF GROUND  
 8" x 8" x 16" CONCRETE BLOCK  
 4" x 16" x 16" PRECAST CONCRETE PAD

9" (R-38) UNFACED INSULATION W/ MESH MEMBRANE SECURED TO BOTTOM OF TRUSSES.  
 2' x 2' ACCOUSTICAL & FIRE RATED GRID CEILING. METAL SUSPENDED FROM BOTTOM CHORD OF TRUSSES @ 48" O.C. WITH 12Ga. WIRE AND STEEL I-HOOKS PLACED 4' O.C. NOTE: IN WET AREAS USE V-II STIPPLE  
 5/8" FIRE ROCK WITH 1-1/2" NAILS @ 6" O.C.  
 1/4" PREFINISHED PANELING AND MATCHING TRIMS W/1-3/4" NAILS @ 12" O.C. NOTE: IN DESIGNATED AREAS INSTALL FRP W/TRIM  
 2" x 4" STUDS @ 16" O.C.  
 EXT. WALLS TO HAVE 3-1/2" R-13 KRAFTBACK (INT. WALLS TO HAVE 3-1/2" FIBERGLASS INSULATION (R-11)  
 4" BASE- BY OWNER  
 FLOOR COVERING- VCT IN DESIGNATED AREAS CARPET IN DESIGNATED AREAS  
 4" POLYSTYRENE R-21  
 1-1/8" T & G FLOOR DECKING  
 2" x 8" BLOCKING  
 4 ROWS OF 2" x 8" WOLM. SILLS  
 9 x 17 TERMITE SHIELDS  
 8 x 16 SHIMS AS REQUIRED  
 TIE DOWN ENG. 3' ROCK ANCHORS @ 8' O.C.

SECTION THRU SIDE WALL

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

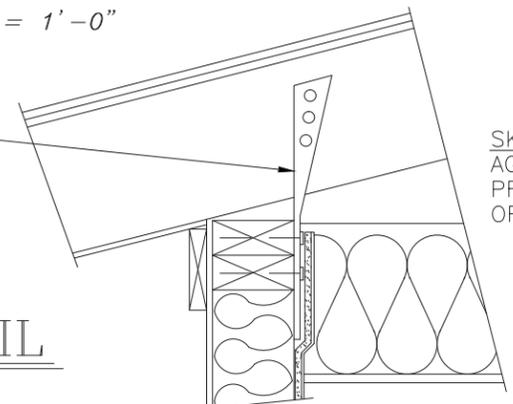
4 1/2 PITCH LOUVRE 1SQ. FT OF OPENING PER 300 SQ.FT OF ATTIC SPACE  
 2X4 DIAGONAL BRACING  
 HARDI SOFFIT  
 1" x 6" HARDI FASCIA  
 2" x 4" TRUSSES @ 24" O.C. TO BE MANUFACTURED ACCORDING TO T.P.I. SPECIFICATIONS. TRUSSES SHALL BE SEALED BY A TEXAS LICENSED P.E.  
 2" x 8" FIR JOISTS TYP @ 24" O.C.  
 F.F.E. 30" MIN  
 METAL SKIRT TO 4" OF GROUND

SECTION THRU END WALL

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

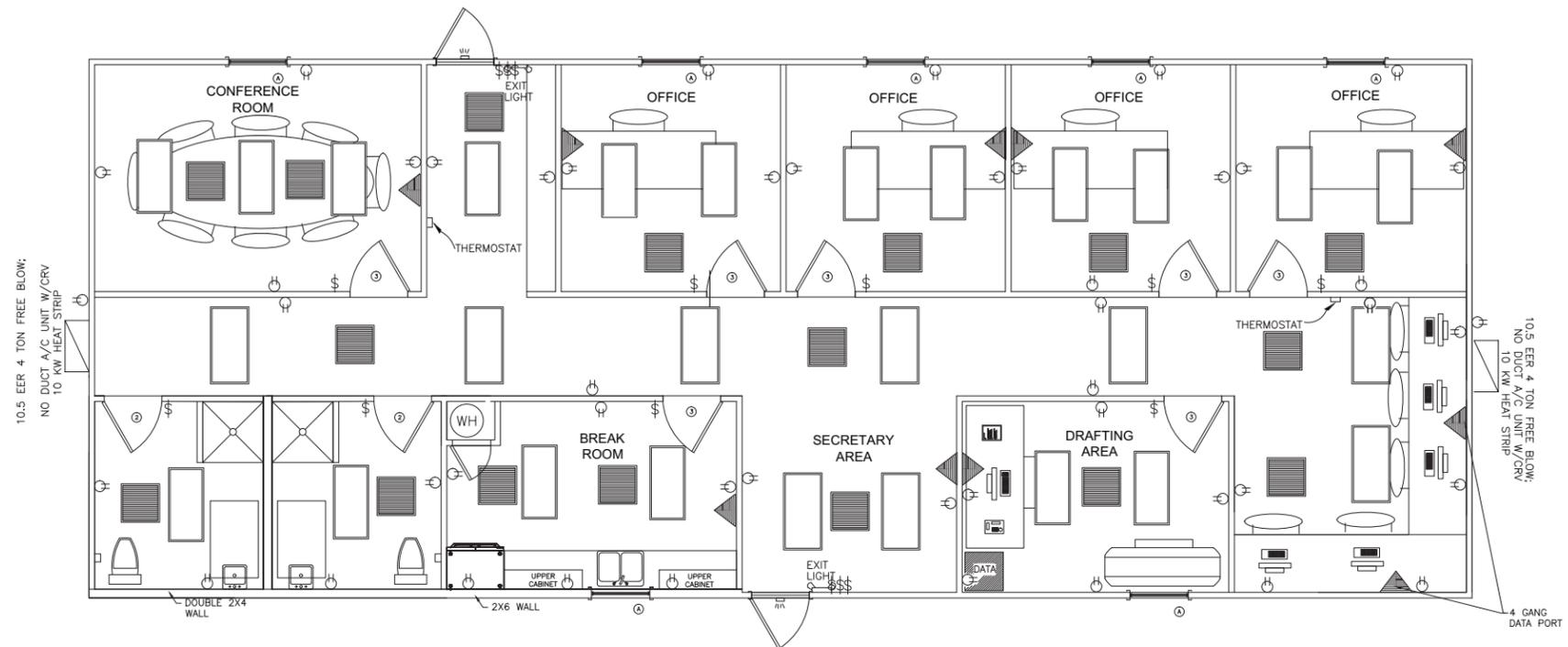
ONE SIMPSON H-10 TRUSS-TIE FOR EACH TRUSS TOE NAILED TO TRUSS W/6d NAILS & TO TOP PLATE W/3-1/2" NAILS

TRUSS-TIE DETAIL



SKIRT NOTE: NEITHER OWNER NOR OWNER'S AGENTS SHALL BLOCK FULL VENTING PROPERTIES OF SKIRT BY BACKFILLING OR BY NEGLIGENCE OF EROSION





WINDOW SCHEDULE: RESIDENTIAL

① 3' x 5' DOUBLE PANE, 1 OVER 1, SINGLE HUNG BRONZE ALUM. FRAME WITH GLASS & 1/2 SCREEN. R.O. 36-1/2" X 60-1/2"

② 3' x 3' DOUBLE PANE, 1 OVER 1, SINGLE HUNG BRONZE ALUM. FRAME WITH GLASS & 1/2 SCREEN. R.O. 36-1/2" X 36-1/2"

DOOR SCHEDULE

① -3'0"x6'8" EXT. DOOR W/VIEW LITE, PER SPECIFICATION PANIC HARDWARE. R.O. 37-3/8" X 81"

② -3'0"x6'8" INT. DOOR W/KEYED LOCKSET. R.O. 37-1/4" X 81" W/ 6"x27" LITE

③ -3'0"x6'8" INT. DOOR W/KEYED LOCKSET. R.O. 37-1/4" X 81" W/ 6"x27" LITE AND 2'X2' VENT

④ -2'8"x6'8" INT. DOOR W/KEYED LOCKSET. R.O. 33-1/4" X 81"

⑤ -2'0"x6'8" INT. DOOR W/KEYED LOCKSET. R.O. 25-1/4" X 81"

- NOTES:
- 1) ALL EXTERIOR DOORS SHALL HAVE A LITE KIT.
  - 2) ALL PLUGS SHALL BE 18" A.F.F.; SWITCHES 48" A.F.F.
  - 3) ALL EXIT LIGHTS SHALL HAVE EMERGENCY EGRESS LIGHTS W/ FROG LAMPS
  - 4) SMOKE DETECTORS PER CODE BY ELECTRICAL CONTRACTOR
  - 5) 200 AMP BREAKER PANEL WITH BREAKERS BY ELECTRICAL CONTRACTOR METER AND UNDERGROUND FEED BY OWNER
  - 6) THERMOSTAT INSTALLED BY ELECT. CONTRACTOR

- ① -2'X4' 3 BULB LAY IN FIXTURE, 25 WATT
- ② -EXIT SIGN, EMERGENCY LIGHT COMBO W/ BATTERY BACKUP
- ③ -SOFFIT MOUNTED PORCH LIGHT W/ PHOTOCELL
- ④ -3/4" EMPTY CONDUIT W/PULL
- ⑤ -2X2 RECESSED LIGHT FIXTURE
- ⑥ -2X2 SUPPLY AIR DIFFUSER

# BUILDING #1

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

DUPLICATIONS OF THIS DRAWING MAY NOT BE MADE WITHOUT WRITTEN CONSENT FROM ILCOR OR ILCORS AGENTS.

08/02/15  
DATE REVISED:

TITLE: CITY OF ROSENBERG BUILDING 1  
PLACE:

Industrial Laminates Corporation  
P.O. Box 6070 1806 East 4th St. - AUSTIN, TEXAS 78762 512/476-7588

JOB: 7103

SHEET:  
**E1**

**SPECIFICATIONS FOR  
OFFICE PORTABLE BUILDING  
CITY OF ROSENBERG**

**SECTION 1**

**SITE WORK AND EXCAVATION**

NO PROVISIONS FOR SITE WORK SHALL BE INCLUDED. ALL SITES WILL BE CLEARED AND READY FOR CONSTRUCTION BY THE OWNER. THE OWNER WILL HANDLE ANY FILLING, BACKFILLING OR GRADING REQUIRED. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR UNFORESEEN OR HIDDEN OBSTRUCTIONS TO THIS BUILDING. ILCOR WILL PROVIDE AN ORANGE CONSTRUCTION FENCE AROUND DESIGNATED CONSTRUCTION AREA IF DEEMED NECESSARY.

**SECTION 2**

**FOUNDATION (SEE DETAILED DRAWINGS)**

SHALL CONSIST OF PRE-CAST CONCRETE PADS, MINIMUM OF 16" X 16" X 4" THICK, SET IN A WORKMANLIKE MANNER WITH 8" X 16" PRE-CAST CONCRETE BLOCKS. TOPS OF PIERS SHALL FALL IN A UNIFORM PLANE AND BE SHIMMED WITH 8" X 16" WOOD SHIMS SO AS TO GIVE ADEQUATE AND LEVEL SUPPORT TO FLOOR JOISTS. 3' LONG ROCK ANCHORS WILL BE PLACED 8' O.C. WITH GALVANIZED METAL STRAPS. TOTAL OF 4 ROWS OF PIERS, NINE PIERS PER ROW. EACH PIER WILL HAVE A 9"X17" GALVANIZED TERMITE SHIELD PLACED ON TOP OF PIER. ENTIRE BUILDING SHALL BE STRAPPED TO 110 MPH ZONE REQUIREMENTS.

**SECTION 3**

**FLOOR DECK**

SHALL BE 1 1/8" X 4' X 8' PLYWOOD WITH LONG EDGES TONGUE AND GROOVED AND 2" X 8" X 24' TREATED (ONE PIECE) FLOOR JOISTS 24" O.C.

1 1/8" PLYWOOD SHALL BE NAILED EVERY 6" WITH 3" H.D. GALV. NAILS. SILLS SHALL BE FOUR (4) ROWS OF TRIPLE 2" X 8" X 16' #2 YELLOW PINE WOLMANIZED

**SECTION 4**

**SKIRTING**

FULL R PANEL 26 GAUGE METAL SKIRTING TO EXTEND TO WITHIN 4" OF EXISTING GROUND. SKIRTING WILL BE FRAMED WITH WOLMANIED 2"X4" LUMBER.

**SECTION 5**

**WALLS:**

EXTERIOR WALLS SHALL BE 2" X 4" X PRECUT 92 5/8" S.P.F. STUDS 16" O.C. WITH DOUBLE TOP PLATE AND SINGLE BOTTOM PLATE. INSULATION SHALL BE 3 1/2" KRAFT BACK FIBERGLASS BETWEEN STUDS. EXTERIOR SIDING SHALL CONSIST OF 7/16" OSB NAILED TO STUDS 6" O.C., COVERED WITH TY VWEK. 6" TY VEL TAPE AROUND WINDOWS. EXTERIOR SIDING SHALL BE PREFINISHED R PANEL 25 GAUGE METAL SIDING, COLOR CHOSEN BY OWNER FROM STANDARD COLOR SELECTION. TOTAL INSULATION VALUE OF EXTERIOR WALL R-15. INTERIOR FINISH SHALL BE 5/8" FIRE RATED SHEETROCK GLUED AND CLIPPED TO STUDS WITH 1/4" WOOD PANELING., PANELS SHALL HAVE WRAPPED EDGES. OSC WILL BE 1 1/8" WOODEN TRIM PAINTED. ISC SHALL BE TWO PCS OF

FLAT BATTEN MATCHING VINYL.

## SECTION 6

### ROOF TRUSSES; 24' CLEAR SPAN TRUSSES.

SHALL BE PRE-FABRICATED, ENGINEERED FINK TRUSSES PLACED 24" O.C. EACH TRUSS SHALL BE ANCHORED BY A FHA APPROVED TRUSS TIES (H-10 SIMPSON ), NAILED TO THE TOP PLATE AND EACH END OF TRUSS. ENDS OF TRUSS TAILS SHALL BE TIED TOGETHER WITH 2"X4" BACKER BOARD. PITCH SHALL BE 4/12.

## SECTION 7

### ROOF DECK

SHALL BE 5/8" SHEATHING LAID PERPENDICULAR TO TRUSSES, AND NAILED EVERY 6" WITH 2 1/2" NARROW CROWN STAPLE. 1/2" PLY CLIPS - 24" O.C.

## SECTION 8

### ROOFING

SHALL BE #235 FIBERGLASS SHINGLES WITH MATCHING RIDGE CAP AND RAKE TRIM AND SCREWS.. #15 FELT SHALL BE PROPERLY ATTACHED TO DECKING WITH METAL TIN CAPS. DRIP EDGE TO BE GALV.

## SECTION 9

### LOUVERS

EACH BUILDING SHALL HAVE ONE 8' BASE 4/12 PITCHED GALVANIZED LOUVER WITH BIRD SCREEN AT EACH END OF THE BUILDING. DOES NOT RECEIVE PAINT. LOUVERS MEET VENTALLATION REQUIREMENTS NEEDED FOR ATTIC AREA.

## SECTION 10

### SOFFIT AND FASCIA

ALL OVERHANG SHALL BE BOXED IN WITH WOOD GRAIN HARDI SIDING. JOINTS TO BE CAULKED AND SOFFITT PAINTED. ALL FASCIA SHALL BE PAINTED 1"X6" HARDI FASCIA PAINTED. OVERHANGS AS FOLLOWS: 36" FRONT, 24" BACK AND 12" BOTH GABLES.

## SECTION 11

### GUTTERS; PREFINISHED ALUMINUN, COLOR TO MATCH TRIM.

FRONT EAVE ONLY, 5" GUTTER WITH TWO 3"x4" DOWNSPOUTS LOCATED ON BOTH GABLE ENDS WITH CONCRETE SPLASH BLOCKS.

## SECTION 12

### WINDOW TRIM

EXTERIOR TRIM TO BE PREFINISHED J TRIM FOR METAL SIDING AND INTERIOR TRIM TO BE 1 1/8"X 1 1/8" WOOD OSC PAINTED.

## SECTION 13

### DOORS

EXTERIOR DOORS: DOORS SHALL BE 1 3/4" X 3'0" X 6'8" WITH 6"X 27" LITE, 18 GAUGE STEEL WITH 16 GAUGE STEEL FRAMES. ACCESSORIES INCLUDED ARE VON DUPRIN PANIC DEVICES, WITH PERMENANT CORES , DOOR CLOSER EQUAL TO NORTON #8501-BF, 3' ALUMINUM THRESHOLD, 3' ALUMINUM DOOR SWEEP, PEMKO 306DQD3684 BRONZE WEATHERSTRIPPING AND THREE (3) 4 1/2" X 4 1/2" NRP BRONZE HINGES.

INTERIOR DOORS: DOORS SHALL BE 3'0" X 6'8" X 1 3/4" SOLID CORE MOHAWK PRE-FINISHED BIRCH DOORS WITH PRE-FINISHED "TIMELY" METAL FRAMES. FINISH ON DOORS TO BE STAINED, SEALED AND LACQUERED. EQUIPPED WITH KEYED LEVER HANDLE LOCKSETS.

**SECTION 14**

**WINDOWS**

ALL WINDOWS SHALL BE 3'0" X 3'0" & 3'0" X 5'0" RESIDENTIAL DOUBLE GLAZED INSULATED WINDOWS, SINGLE HUNG WITH HALF SCREEN. FINISH SHALL BE BRONZE OR WHITE ALUMINUM WINDOWS SHALL BE EQUIPPED WITH LOCKABLE HARDWARE. WINDOWS TO BE PROPERLY CAULKED FOR WEATHER TIGHTNESS.

**SECTION 15**

**INTERIOR WALLS**

INTERIOR WALLS 2" X 4" S.P.F. STUDS, 16" O.C. WITH 3-1/2" FIBERGLASS INSULATION INSTALLED BETWEEN STUDS. DOUBLE TOP AND SINGLE BOTTOM PLATES, 5/8" FIRE RATED SHEETROCK GLUED AND NAILED TO BOTH SIDES OF STUDS, WITH 1/4" WOOD PANELING AND MATCHING TRIMS. RESTROOMS SHALL HAVE FRP LAMINATED TO 5/8" FIRE ROCK.

**SECTION 16**

**INSULATION**

CEILING INSULATION: SHALL BE 9 1/2" THICK, R-30 UNFACED FIBERGLASS BATTS INSTALLEDE BETWEEN TRUSSES AND SUPPORTED BY ALUMINUM BARRIER SECURED TO BOTTOM OF TRUSSES.

FLOOR INSULATION: SHALL BE 4" EXPANDED POLYSTYRENE FOAM MECHANICALLY HELD IN PLACE BETWEEN FLOOR JOISTS. R-15.

**SECTION 17**

**CEILING TILE: 2' X 2'**

SHALL BE USG "AUROTONE" OR EQUAL, NON-DIRECTIONAL ACOUSTICAL FISSURED PANELS, ONE HOUR FIRE RATED WITH ONE HALF HOUR FIRE RATED METAL GRID SYSTEM, INSTALLED AS RECOMMENDED BY THE MANUFACTURING INSTITUTE AND BY A COMPETENT CONTRACTOR. CEILING HEIGHT SHALL BE A MINIMUM OF 7'7" FROM FINISHED FLOOR. (THE 7'7" CEILING HEIGHT IS NEEDED FOR CLEARANCE ON LIGHT FIXTURES.) GRID TO BE SUPPORTED BY STAINLESS STEEL EYE HOOKS SECURED TO BOTTOM OF TRUSSES. VII STIPPLE, VINYL COVERED SHEETROCK CEILING TILE TO BE USED IN RESTROOMS.

**SECTION 18**

**PORCH & RAMP**

SHALL BE CONSTRUCTED OF TREATED LUMBER TO ADA STANDARDS, 10'X14' PORCH WITH 5' WIDE RAMP.

**SECTION 19**

**PAINTING**

EXTERIOR DOORS TO RECEIVE LATEX ENAMEL COLOR SELECTED BY OWNER.

**SECTION 20**

VCT AND 26OZ DIRECT GLUE BROADLOOM COMMERICAL GRADE CARPET & WITH 4" VINYL BASE.

**SECTION 21**

**ELECTRICAL**

**SCOPE OF WORK:** FURNISH LABOR, MATERIAL, EQUIPMENT, TOOLS, INCLUDING THE COSTS OF PERMITS AND ANY COST WHATSOEVER REQUIRED TO INSTALL COMPLETELY, STUBBED TO THE OUTSIDE, THE SYSTEM HEREIN DESCRIBED. IT IS INTENDED THAT SPECIFICATIONS AND ACCOMPANYING PLANS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY TO PROPERLY INSTALL ELECTRICAL WIRING, SWITCHES AND FIXTURES, ETC. ELECTRICAL METER BASE, RISER EQUIPMENT AND LABOR TO BE PROVIDED BY OTHERS. ANY COST FROM ELECTRICAL PROVIDER WILL BE BY OWNER.

**PERMITS AND APPROVALS:** WIRING AND EQUIPMENT SHALL CONFORM WITH RULES AND REGULATIONS OF NATIONAL ELECTRIC CODE OF NATIONAL BOARD OF FIRE UNDERWRITERS, AND WITH REGULATIONS AND REQUIREMENTS OF THE RESIDING INITIES. OBTAIN PERMITS, INSPECTIONS AND APPROVALS AS REQUIRED. FEES, COST OF ANY NATURE WHATSOEVER INCIDENTAL TO PERMITS, INSPECTIONS AND APPROVALS MUST BE ASSUMED AND PAID BY CONTRACTORS. **SERVICE CONNECTIONS WILL BE MADE BY OTHERS.**

**FIXTURES:** LAMP FIXTURES SHALL BE 2' X 4' RECESSED LIGHT FIXTURES, 3 BULB LAY IN FIXTURE, F32T8/ADV841/XEW25W. ONE (1) BATTERY BACKED EXIT LIGHT WITH FLOODS AND EXTERIOR EMERGENCY EGRESS LIGHT AT EACH EXIT. ON EXTERIOR AT EXIT, THERE SHALL BE A WALL MOUNTED, VANDAL PROOF EXTERIOR LIGHT, CONTROLLED BY A PHOTO CELL SWITCH. 110 VOLT PLUGS AND SWITCHES WHERE DESIGNATED ON FLOOR PLANS MOUNTED 18" AFF WALL PLUGS AND 48" AFF WALL SWITCHES, TWO EXTERIOR GFI PLUGS. **SMOKE DETECTORS IN EACH ROOM.** ¾" CONDUIT, SINGLE BOX WITH PULL STRING FOR I.T. DATA AND FOR FIRE ALAR.M.

**NOTE: ELECTRICIAN WILL BE RESPONSIBLE FOR CONNECTING A/C THERMOSTAT.**

**AIR CONDITIONING UNIT:** ELECTRICIAN SHALL CONNECT A/C UNITS SPECIFIED WITH DIRECT CIRCUIT CONNECTION AS REQUIRED BY THE MANUFACTURER AND/OR NATIONAL ELECTRIC CODE. WIRING AND BREAKER FOR TWO BARD 2 ½ TON WITH MAX. OF 10 KW ELECTRIC HEAT. INSTALL A CRV ON EACH BARD UNIT.

**MAIN ELECTRICAL PANEL:** BUILDING SHALL BE EQUIPPED WITH MAIN BREAKER BOX NO SMALLER THAN 200 AMP. PANEL LOCATION WILL BE ON ONE OF THE GABLE ENDS, TBD PER SITE.

#### SECTION 22

##### AIR CONDITIONING

EACH BUILDING SHALL HAVE TWO (2) 4 TON BARD WITH 10 KW, ELECTRIC HEAT STRIPS, HAVING A SEER OF 10.5 INCLUDING A CRV IN BARD UNIT. BARD UNIT SHALL BE INSTALLED THROUGH WALL PER FLOOR PLAN, WITH SUPPLY AND RETURN GRILLS. **THERMOSTATS TO BE RC642D, PROVIDED BY ILCOR AND INSTALLED BY ELCTRICAL CONTRACTOR.**

#### SECTION 23

##### PLUMBING

FURNISH LABOR, MATERIAL, EQUIPMENT, TOOLS, INCLUDING THE COST OF PERMITS AND ANY COST WHATSOEVER REQUIRED TO INSTALL THE PLUMBING SYSTEM TO LOCAL CODE, STUBBED TO THE OUTSIDE. SERVICE CONNECTIONS WILL BE MADE BY OTHERS. FIXTURES TO INCLUDE ADA COMPLIANT FLOOR MOUNTED COMMODES, WALL HUNG LAVATORIES WITH LEVER HANDLE FAUCETS, FIBERGLASS SHOWER UNITS WITH SHOWER VALVES & TRIM, STAINLESS STEEL KITCHEN SINK WITH LEVER HANDLE FAUCET, WATER SUPPLY FOR REFRIGERATOR, 40 GALLON ELECTRIC WATER HEATER.

##### ITEMS BY OTHERS

- PLOT PLANS TO COMBINE WITH ILCOR'S BUILDING PLANS TO OBTAIN BUILDING PERMITS.
- ON SITE TEMPORARY POWER FOR CONSTRUCTION CONSISTING OF THREE DUPLEX 120 PLUGS ON 20 AMP BREAKERS.
- CONNECTION OF ELCTRICAL.
- ANY TDLR PERMITS OR INSPECTIONS OUTSIDE OF BUILDING
- I.T. DATA/INTERCOM WIRING/FIRE ALARMS
- REQUIRED CONCRETE AREAS ON EXTERIOR.
- METAL SHELVING
- FINAL CLEANING OF UNITS.

**BUILDING PADS WITH 10' OVER BUILD.**

## Jeffrey Trinker

---

**From:** Robert Kelly <RKelly@ilcor.com>  
**Sent:** Tuesday, August 11, 2015 3:31 PM  
**To:** Jeffrey Trinker  
**Subject:** City of Rosenberg buildings  
**Attachments:** ROSENBERG PORTABLE A2.pdf; ROSENBERG PORTABLE BLD 1 A1.pdf; ROSENBERG PORTABLE BLD 2 A1.pdf; ROSENBERG PORTABLE BLDG 2 E1 REVISED.pdf; ROSENBERG PORTABLE BLDG1 E1 REVISED AUG 2.pdf; Specifications CITY OF ROSENBERG.docx

Jeff,

Ilcor Builders is pleased to propose construction of two site built portable buildings for the City of Rosenberg.

Attached are floor plans, specifications and a cut section.

The cost for Building #1 will be \$161,850

The cost for Building #2 will be \$179,600

If the City needs a P&P bond, the cost would be 3% of the project price.

Sincerely,

Robert Kelly

[rkelly@ilcor.com](mailto:rkelly@ilcor.com)

Mobile: 512 970-8180



P.O. BOX 6070 • 1806 EAST 4TH STREET • AUSTIN, TEXAS 78762-6070  
512-476-7588 • FAX 512-474-9038  
[www.ilcor.com](http://www.ilcor.com)

formal petition of the potential consequences, such as the ten year time period and the emergency services. We recommend having a Town Hall Meeting to disclose this information to the residents.

**Speaker:**

- **Hebert Castillo, 1310 Cardinal Drive, Richmond, Texas** addressed the Council regarding this item, and presented approximately 70 petitions, which equates to 60% of the people who live in the community by his calculation. The residents are well aware of the consequential change of services and the challenges they will present, but they have dealt with these challenges before the annexation. This community is self-sufficient; the only potential issue may be fire service, which is being discussed with both the Fire Chief and the County Commissioner. In ten years, they may be requesting to be back in the City limits, but for now, they want to be disannexed.

**2. REVIEW AND DISCUSS USE OF PORTABLE BUILDINGS AS AN INTERIM SOLUTION FOR OFFICE SPACE NEEDS AT WASTEWATER TREATMENT PLANT 1-A, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

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

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

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

**Key Discussion Points:**

- Jeff Trinker, Executive Director of Support Services gave an overview of the item.
- The Blue Ribbon Facilities Task Force toured all of the facilities owned by the City, and they immediately raised concern for the health and safety of the employees at this Wastewater Treatment Plant with regards to their close proximity to large quantities of pressurized chlorine. They have witnessed signs of chlorine infiltration in the office space, as evidenced by corrosion to metal objects such as pipes and file cabinets.
- Staff is asking for direction to investigate the acquisition of modular building(s) to relocate Utilities staff, and would like permission to submit a Request for Proposals.
- Robert Gracia, City Manager, emphasized the critical nature of the unsafe work environment.
- After discussion, the general consensus was to gather information through the RFP process and bring it back to Council at a later date.

**Questions/Comments:**

- **Q:** How long has this condition existed?
- **A:** This condition has existed for a numbers of years.
- **Q:** Are we in violation of any sort of hazardous material regulations?
- **A:** No, but in general, chlorine is a very hazardous material and it is not good to inhale.
- **C:** Typically, the lab building (which was the original intent of this structure) is just for the use of wastewater treatment plant operators for record keeping, as they spend the majority of their time outdoors. It was not intended for full-time offices of employees. Such functions are usually in separate buildings.
- **Q:** Are we providing the appropriate ventilation in this facility?
- **A:** We do meet the TCEQ requirements for ventilation.
- **Q:** How many employees are located at this facility at any one period of time?

- **A:** It varies, but there are two employees that are there the majority of the time, and other operators are in and out throughout the day.
- **Q:** What was PGAL's recommendation for this facility?
- **A:** They have not yet finalized their conclusion, but they are looking into a long-term solution of a Public Works Complex. These buildings would not be for long-term use, but for a short-term solution to the immediate problem. This particular facility was never considered for retrofit, in large part due to the conditions there.
- **C:** Staff should continue to shop around for a good price, and should consider purchasing as opposed to leasing.
- **C:** It is a dangerous situation and the employees need to be moved. However, there is concern over the cost and size of a modular building as a temporary fix.
- **C:** This is a safety issue. We need to react swiftly and strongly to get employees out of this environment, and worry about the cost later. The chief concern should be the safety and welfare of the people.
- **Q:** Why does the current proposal have space for eight if there are only two employees housed full-time in the current facility?
- **A:** We would like to move the people from the other building on the same property into the modular building so that all of the employees will be housed under one roof. There are approximately 16 people in and out throughout the day.
- **Q:** Could we cut costs by having City employees doing the electrical and plumbing in-house?
- **A:** Electrical would have to be done by a licensed electrician, but some of the plumbing could be done in-house.
- **Q:** Are we going to continue to use chlorine with our surface water treatment?
- **A:** This hazard will be phased out in the next three to five years.
- **Q:** Could these employees be relocated to a less hazardous environment, or do they need to be at this particular facility?
- **A:** They could potentially be housed somewhere else, but the issue is that there is no office space anywhere else.
- **Q:** Is this site inspected periodically by the TCEQ or the EPA?
- **A:** It is annually inspected by TCEQ, and the EPA will do a periodic inspection of the risk management plan.
- **Q:** Have we received any citations or anything to indicate that this is urgent?
- **A:** Yes, Southwest Water (the former operator of this plant) received a fine the last time there was an inspection by the EPA.
- **Q:** Why is this is a custom design instead of a standard building?
- **A:** We may be able to use a standard building for the office space, but the employee space will have to be custom because there are not any buildings that come standard with a kitchen, lockers, and a shower.

### 3. REVIEW AND DISCUSS HOURS OF CONSTRUCTION WITHIN THE CITY OF ROSENBERG, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

**Executive Summary:** This item has been added to the Workshop Agenda in order to offer City Council the opportunity to discuss construction within the City of Rosenberg, and the hours during which said construction may occur. Included in the agenda packet is the current applicable Code relative to construction within the City.

#### **Key Discussion Points:**

- Amanda Barta, Councilor, District 4, gave an overview of the item.
- This item was brought before Council due to a cement company in the Town Center area beginning work at 2 a.m., and the subsequent complaint calls throughout the early morning hours, many coming from families with young children. Ms. Barta would like Council to review the Ordinance as it is currently written and the corresponding fines.
- Dallis Warren, Police Chief, advised that Rosenberg Police Department received a large number of calls that night and responded twice to that location. Typically, with calls of this nature, officers visit the location and are able to get voluntary compliance. In this case, assuming this business values the importance of their work or the deadline of their schedule over the threat of a relatively small fine, officers were unable to get the noise to stop.
- Scott Tschirhart, City Attorney, recommended that we include these restrictions as part of the construction permitting process, making it easier to separate businesses from residents,



# CITY COUNCIL COMMUNICATION

## August 25, 2015

ITEM #	ITEM TITLE
4	Fire Department Administration Building Discussion
<b>ITEM/MOTION</b>	
Review and discuss the Fire Department Administration building, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

One-time  
 Recurring  
 N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:** N/A

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

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

1. Floor Plan - 4336 Highway 36

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

Wade Goates  
Fire Chief

**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

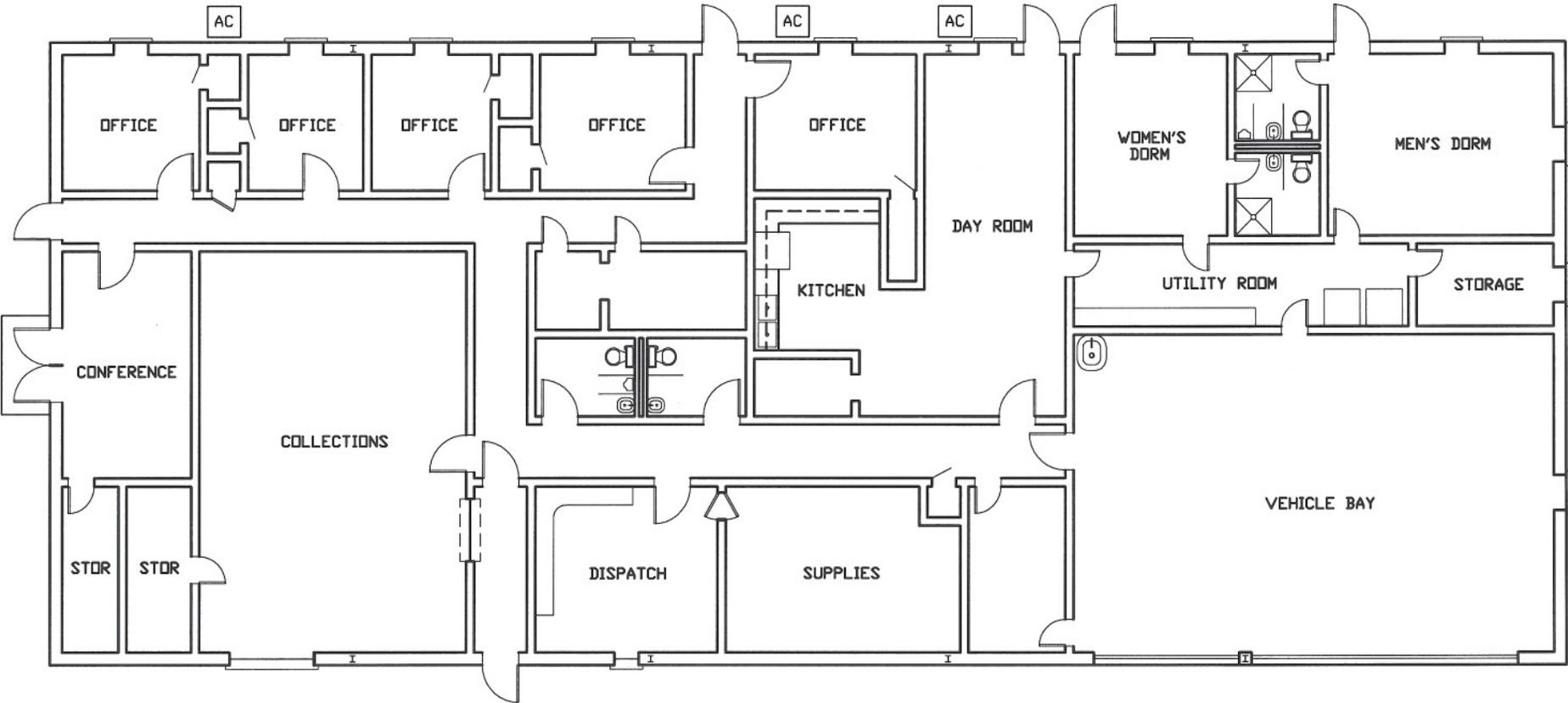
**EXECUTIVE SUMMARY**

This item has been placed on the Agenda to offer an opportunity for City Council and Fire Department staff to discuss what may be a possible short-term solution to the space needs that currently exist at the Fire Administration's location at 1012 5<sup>th</sup> Street.

Recently, the Mayor and staff toured a building located at 4336 Highway 36 South. The building is owned by Fort Bend County and is currently vacant. Fort Bend County had planned to raze the building in January of 2016 but may consider staying the demolition to allow the City's Fire Administration to occupy the building.

Staff is seeking City Council's direction as the building is in need of repair and funding was not included in the proposed FY2016 Budget for building repair or relocation costs. Should City Council look favorably upon this proposal to relocate Fire Administration, it will be necessary to ascertain the extent to which the building needs repair, the cost of said repairs, relocation costs, and ongoing operational costs for the new location. Once this information has been gathered, staff will report back to City Council.

Floor Plan  
4336 Highway 36 South





# CITY COUNCIL COMMUNICATION

## August 25, 2015

ITEM #	ITEM TITLE
5	“Rental Registration and Inspection” Ordinance Amendment Discussion

### ITEM/MOTION

Review and discuss proposed amendments to the “Rental Registration and Inspection” Ordinance, and take action as necessary to direct staff.

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

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

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

1. Code Excerpt – Chapter 6, Article XIX. Rental Registration and Inspection - Redlined

### APPROVALS

**Submitted by:**
  
 Justin Jurek  
 Fire Marshal
**Reviewed by:**

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

**Approved for Submittal to City Council:**
  
 Robert Gracia  
 City Manager

### EXECUTIVE SUMMARY

After discussions with rental property owners, the Fire Department is proposing changes to the “Rental Registration and Inspection” Ordinance to revise the registration requirement from an annual registration to a one-time registration, along with a few other minor administrative adjustments.

A redlined Code excerpt has been included for review and discussion. Should City Council direct staff to proceed, an ordinance will be brought forward for consideration on a future meeting Agenda.

City of Rosenberg Code of Ordinances  
Chapter 6  
Article XIX. Rental Registration and Inspection

**Sec. 6-461. Definitions.**

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

*Rental unit* is defined as a single-family dwelling unit, a duplex dwelling unit, a town home dwelling unit, a condominium dwelling unit, a manufactured home dwelling unit, or an individual multifamily dwelling unit, or any portion thereof that is rented or offered for rent as a residence.

*Rental inspection* is defined as an inspection of a rental unit to determine compliance with all applicable standards set forth in the city's building, housing, property maintenance, electrical, plumbing, health, and zoning codes, and any other applicable state or local law.

**Sec. 6-462. Rental registration application required.**

- (a) The owner of each rental unit within the city, as of July 1, 20~~15~~<sup>15</sup>08, shall register such rental unit with the city fire marshal, or his designee, on or before October 1, 20~~15~~<sup>15</sup>08, ~~The registration is a one-time application and only has to be renewed if the property ownership changes. and thereafter, shall renew registration annually. The annual renewal date for each rental unit shall be established at the time of issuance of the initial rental permit and shall be set forth therein.~~
- (b) The owner of each rental unit within the city, acquired after July 1, 20~~15~~<sup>15</sup>08, shall make application for registration within sixty (60) days after acquiring ownership of such rental unit.
- (c) The owner of each rental unit within the city shall maintain the rental registration permit for the property. ~~be required to annually renew registration for each rental unit in accordance with the annual renewal date set forth in the initial rental permit.~~
- (d) Application for rental registration shall be made upon a form provided by the city for such purpose, and shall include, at a minimum, the following information:
  - (1) Street address of the rental unit, or in the case of multifamily dwelling complexes, of the complex;

- (2) Owner's name;
  - (3) The number of bedrooms contained therein;
  - (4) If owner is a person, mailing address, physical address, work telephone number, home telephone number, ~~and~~ email;
  - (5) If owner is a partnership, the name of all partners, the principal business address, the tax ID number, and telephone number of each partner;
  - (6) If owner is a corporation, the state of incorporation, the name and address of the registered agent, the names of all officers, and the contact information of any local office of such corporation.
  - (7) Name and address of the property manager, if any; and
  - (8) Signature of owner or owner's agent.
- (e) In the case of multifamily dwelling complexes, only one (1) application shall be required for the complex; however, the application shall set forth the total number of individual dwelling units within such complex.
  - (f) The owner of each rental unit within the city shall make an application for registration prior to receiving a certificate of occupancy on new projects.

**Sec. 6-463. Issuance of permit.**

A rental ~~registration permit for the property registration annual permit~~ shall be issued upon proper completion of a rental registration application.

**Sec. 6-464. Inspections.**

- (a) Once the permit has been issued, a rental unit will be subject to ~~periodic~~ a periodic rental inspections conducted by the city. ~~If the owner properly registers the property, and receives his permit, such owner shall annually certify to the fire marshal, or his designee, will ensure~~ that the rental property meets the following minimum standards:

- (1) Operable plumbing fixtures, including running water, both hot and cold, in all fixtures, proper sewer connection to a sewer or septic system, and a properly vented water heater, with relief valves.
  - (2) No exposed, live electrical wires.
  - (3) Working electrical outlets.
  - (4) Working light receptacles
  - (5) All installed air conditioning and heating units must be in working order.
  - (6) Owner has evaluated the integrity of structural components to ensure there are no health or safety issues, including holes in the walls or roof that would compromise the health or safety of the residents; rotten siding, roofing, flooring or eaves to the extent that it would cause a hazard; guard railings that are in danger of falling off, broken out windows or door panels, etc.
  - (7) An operable smoke alarm.
  - (8) The presence of a deadbolt and locking doors.
- (b) If the owner of the rental unit certifies that, to the best of his knowledge, the rental unit meets the standards set forth above; the fire marshal, or his designee, will select a random sample of registered rental units to be inspected annually.
- (c) The fire marshal, or his designee, will inspect, on a random basis, registered units. Approximately ten (10) percent of registered units will be inspected each year, as well as any ~~properly~~ registered rental unit for which the city has received a complaint of a violation of one (1) of the provisions of this article or other codes or ordinances of the city, applicable to the rental unit.
- (d) There will be ~~no-no~~ charge for the initial inspection of any rental ~~the properly registered units~~ss, ~~or for the initial inspection of any properly registered unit~~ for which the city has received a complaint. If a discrepancy is found on the initial inspection, there will be ~~no-no~~ charge for the first re-inspection. All subsequent re-inspections will be charged a fee of two hundred fifty dollars (\$250.00).
- (e) Rental units that are not timely registered, as provided in section 6-462 hereof, shall be subject to an administrative fee of three hundred dollars (\$300.00) if such registration occurs not more than thirty (30) days after acquiring the property~~the date~~

such registration is required; an administrative fee of three hundred seventy-five dollars (\$375.00) if such registration occurs after the thirtieth day of acquiring the property, but on or before the sixtieth day after acquiring the property ~~the date~~ such registration is required; and an administrative fee of four hundred fifty dollars (\$450.00) if the registration is more than sixty (60) days after acquiring the property ~~the date~~ such registration is required. Failure to timely register will require a mandatory inspection at a fee of five hundred dollars (\$500.00) (which will include the initial inspection and one (1) re-inspection). Re-inspections required past the first re-inspection will have an inspection fee of two hundred fifty dollars (\$250.00) per additional re-inspection.

### **Sec. 6-465. Prohibitions.**

- (a) It shall be unlawful to falsify or omit any material information contained in the rental registration permit application.
- (b) It shall be unlawful to rent or lease a rental unit within the city, without a current and valid rental registration permit for such unit.
- (c) It shall be unlawful to fail to update any material information on the rental registration permit application upon renewal.
- (d) It shall be unlawful to fail to allow rental inspections to be done in accordance with this article.
- (e) The rental registration permit is not assignable or transferable. Upon sale or transfer of ownership of the rental unit, a new registration form and certification of the condition of the rental unit, will be required within sixty (60) days of such ownership change.

### **Sec. 6-466. Appeals.**

An owner may appeal the denial of a rental registration permit, or may appeal the work required by the rental property inspector by filing a written request for a hearing with the city secretary, in person or by certified mail, return receipt requested, within twenty (20) calendar days following the date of denial of such permit, or requirement of work to be completed. If a request for a hearing is received, a hearing before a panel of the board of appeals shall be held within twenty (20) calendar days of the city's receipt of such request. The results of such hearing will be sent to the owner of the property by certified mail, return receipt requested, at the address provided on the application.

The board of appeals shall be appointed by city council and shall be made up of a minimum of ten (10) members, consisting of the following:

- (1) Four (4) members who are residents of the City of Rosenberg, and not involved in the rental or real estate industry;
- (2) Two (2) members who are residents of the city and are renters; and
- (3) Four (4) members who are representative of the rental industry, whether they are real estate agents who lease to renters or manage rental property, or owners of rental property.

Appeals shall be heard by a panel of the board of appeals. Each panel shall consist of five (5) members: two (2) members of the panel shall be resident members and not involved in the rental industry, one (1) member of the panel shall be a resident and a renter, and two (2) members of the panel shall be involved in the rental industry, such as a realtor or rental property owner.

If the appeals board panel renders a decision in favor of the work required by the ~~rental property~~ inspector, and the property owner wishes to seek further remedy, further appeal shall be through a court of competent jurisdiction.



# CITY COUNCIL COMMUNICATION

August 25, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>6</b>	<b>Proposed Amendment to “Smoking” Ordinance for City Parks Discussion</b>
<b>ITEM/MOTION</b>	
Review and discuss proposed amendment to the “Smoking” Ordinance as it relates to City parks, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Code Excerpt – Chapter 21, Article III, Sec. 21-52
2. Parks and Recreation Board Meeting Minute Excerpt – 06-25-15

**APPROVALS**

**Submitted by:**

*Lydia Acosta*

Lydia Acosta  
Recreation Programs  
Coordinator

**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- Exec. Dir. of Support Services *MA*
- Parks and Recreation Director *MA*

**Approved for Submittal to City Council:**

*Robert Gracia*

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

At the July 25, 2015 regular meeting, Parks and Recreation Board members made a recommendation requesting staff to pursue an amendment to the City’s current “Smoking” Ordinance which would include electronic smoking/vaping devices.

Staff research resulted in unanimous findings from the American Lung Association and the Center for Disease Control, stating concern over lack of government oversight for electronic smoking devices. Further, these organizations widely agree that the products used in electronic smoking devices often contain harmful chemicals which pose serious health risks to children and adolescents. Research also indicates that these devices are often used in conjunction with illegal drugs. On occasion, Parks Department staff has discovered evidence of such illicit use within Rosenberg parks. If parks exist to promote healthy, physical activities then it stands to reason that electronic smoking devices should be included in the City’s existing ban on tobacco products, which is in line with the trend among many municipal agencies in Texas and across the country.

Staff is seeking direction from Mayor and City Council on whether or not to proceed with this request. Should City Council direct staff to proceed, a proposed amendment to the “Smoking” Ordinance as it relates to City parks will be placed on a future Agenda for consideration.

Sec. 21-52. - Prohibiting use of tobacco products within city parks.

It shall be unlawful for any person to use tobacco products within a city park. For the purposes of this section, use of a tobacco product shall include, but not be limited to:

- (1) Carrying or holding a lighted pipe, cigar, or cigarette of any kind;
- (2) Lighting a pipe, cigar, or cigarette of any kind;
- (3) Emitting or exhaling the smoke of a pipe, cigar, or cigarette of any kind; or
- (4) Chewing, dipping, spitting, or using a smokeless tobacco product, such as chewing tobacco or snuff.

Prominently displayed reasonably sized signs shall be placed at the entrance of each city park, pool, court, and field, and on each building or structure within each city park, stating that smoking and the use of tobacco products, including smokeless tobacco is prohibited.

(Ord. No. 2010-10, § 2, 4-20-10)

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, introduced Matthew Banse of Troop 1656 to discuss an Edible Arbor Trail project in Brazos Park. Matthew informed the board members that for his project, he would like to promote nature by planting a variety of fruitful trees for families to enjoy while strolling along the trail. The Edible Arbor Trail will consist of 15 trees, with three of each variety and signs to educate those passing by. The various and vibrant colors of the trees will add to the beauty of the park and encourage families to visit to truly enjoy nature. The five types of trees are Pineapple Pear Tree, Meyer's Lemon Tree, Satsuma Orange Tree, Brown Turkey Fig Tree, and the Santa Rosa Plum Tree. Characteristics of these trees include the ability to withstand warm climates, while the fig and orange trees' also possess the ability to withstand freezing temperatures. At maturity, the plum can grow up to four feet, the lemon can grow up to ten feet, the fig can reach up to 20 feet, the pear can reach up to 25 feet, and the orange can grow up to 35 feet. The fruits will harvest from January through late summer in the order of lemon, orange, fig, plum, and pear. Matthew plans to hydrate the trees through drip irrigation, similar to the one used in Seabourne Creek Nature Park. The estimated cost of the project comes to about \$870.00 that he will obtain through donations and fundraising. Matthew mentioned that his grandfather is working on grafting several of the trees, his uncle will supply some orange trees, and the rest needed will come from the best value or donations from local vendors. The time anticipated to plant will be in November. He is currently fundraising and researching the best value. In October, he will be maintaining the trees and constructing the signs. In September, Matthew will prep the trees for planting and gather the supplies needed. Matthew plans to receive help from his troop members and family. He also will conduct safety lessons on tool use. Julia Worley asked if the trees will need to be covered after planting because of the freezing season. Matthew responded that the type of trees being used were picked for that reason and should be good. Rudy Guerrero asked how they were to be maintained. Matthew replied that once the irrigation system is placed, then the trees should be maintenance free. Darren added that he has reviewed the project with the Friends of North Rosenberg, who are always asking for projects in Brazos Park, and they are happy to help conduct maintenance when needed to the trees. Julia also asked if the drip irrigation system could collect rain water. Matthew said he is planning to net the buckets so water can be collected and leaves or debris will stay out. He also mentioned that he will be building a protective base made out of medium width PVC piping to prevent the newly planted trees from weeding or lawn maintenance damaging.

**ACTION:** Rudy Guerrero made a motion, seconded by Julia Worley, to accept construction of the Edible Arbor Trail project in Brazos Park. The motion carried unanimously by a vote of those present.

### **3. CONSIDERATION OF AND ACTION ON TOWER OF REFUGE BACK-TO-SCHOOL OUTREACH EVENT ON SATURDAY, AUGUST 8, 2015, IN SUNSET PARK.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, introduced the Tower of Refuge members to discuss their Back-To-School Outreach Event. Eric Edmonds, informed the board of the successful outreach event held last year at Sunset Park. This event is an outreach program that helps provide school supplies to those in the community in need. All supplies will be donated by the organization and they plan to have about 200 back packs to hand out. Eric mentioned the advertising will be done by social media, word of mouth, and flyers in the neighborhood. Amanda Barta asked about the time frame of the event and Eric replied that they would like to hold the event from ten in the morning until two in the afternoon to beat the heat. He included that there will be games, raffle items, food, and refreshments, such as nachos, popcorn cotton candy, snow cones, hot dogs, chips water, tea, and lemonade. The organization would like to make this a fun event for the community to be able to come out again. Julia Worley asked if a child receiving the backpack needed to meet a certain criteria and Eric responded no and that everyone was welcome to come to the event.

**ACTION:** Stanley Kucherka made a motion, seconded by Bertha Nell Kelm, to allow Tower of Refuge to proceed with the Back-To-School Outreach Event at Sunset Park on August 8, 2015. The motion carried unanimously by a vote of those present.

### **4. CONSIDERATION OF AND ACTION ON PROPOSED AMENDMENTS TO THE CITY'S "SMOKING" ORDINANCE AS IT RELATES TO CITY PARKS, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, informed the board that the tobacco ordinance was written before the use of electronic smoking devices. The ordinance states that no tobacco

products are allowed and currently does not prevent electronic cigarettes in the parks, specifically because electronic cigarettes are a nicotine delivery device that does not necessarily contain tobacco. He also mentioned a recent incident at Macario Garcia Park where someone had left their device in the park and claimed that a staff member had stolen it. He informed the board that all staff members are ordered to throw away any type of tobacco product, alcohol containers, or anything of the like that is left in the parks. Darren asked the board if they would like to revise the ordinance to include all types of nicotine delivery devices. Julia Worley was in agreement and mentioned that electronic cigarettes are not allowed in high schools. She added that students who bring one are not given a ticket due to the fact that there is no law about them, but the device does get taken away. Teresa Bailey asked if electronic cigarettes were safe. Darren responded that would depend on who you asked. Julia mentioned that individuals are still inhaling chemicals. Teresa rephrased her question, asking if it was safe for non-smokers to inhale. Eric Juarez responded that second hand electronic cigarette smoke is just as bad as regular second hand cigarette smoke, because the device still burns off chemicals, which is why they are now banned from hospitals. Julia added that others would be inhaling the substance around whoever is smoking it. Rudy Guerrero mentioned that they are also be used for marijuana smokers and that California sells them with a gel type form of the drug. Darren mentioned that was a concern as well.

**ACTION:** Julia Worley made a motion, seconded by Eric Juarez, to include prevention of all electronic smoking devices in the smoking ordinance. The motion carried unanimously by a vote of those present.

## 5. REVIEW AND DISCUSS PARK LAND DEDICATION FUND NO. 221 – ANALYSIS OF REVENUES, EXPENDITURES, AND PAVILION AND ATHLETIC FIELD FEE REPORTS FOR THE MONTH OF MAY 2015.

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, noted to the board that the status report for the 2013 Park Improvements CP1301, which is the remaining funds for Rosenberg Development Corporation (RDC) Projects Fund, now reflects the remaining balance of \$13,517. Darren informed the board that the RDC approved the request for the field covers to be used for Macario Garcia and Travis Parks, the Purchase Order was received yesterday, and the field covers were ordered today. Once those are received, the fields will no longer be rained out! Darren also mentioned that the shade structures have been funded under the FY2015 Park Improvements CP1509 item and will be installed July 21, 2015. This item was supposed to be completed last December, but due to the weather and events, it had been delayed.

Darren presented Board Members with the following Rental Summary Report:

- Pavilion rentals for the month of May totaled \$1,305.00
- Field rentals for the month of May totaled \$138.00
- Gazebo rentals for the month of May totaled \$250.00

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

## 6. ANNOUNCEMENTS

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, asked the board members to take some Family 4<sup>th</sup> Event flyers to display in their place of work or distribute, and a leisure flyer to know the current events and classes. Darren also distributed thank you cards from Taylor Ray's Summer Program students. He mentioned since this meeting was the last meeting before Council appoints the new board members and that next month is Parks and Recreation month, he would like a picture of tonight's member's to be displayed on the Parks and Recreation Facebook page. Darren also informed the board that his staff is still in the process of getting Community Park fully functional. The river is still completely covering the community kayak launch, the soccer field is still very wet, and water came over at Avenue A, but did not affect the basketball courts. Seabourne Creek Nature Park did flood for a day, but was designed to collect rain water so areas around the park would not flood. The Nature Park did its job and was practically drained completely within a day. Eric Juarez announced that he coaches a softball team of girls that had some obstacles to overcome and were not expected to be so successful, but made second Place out of 180 teams. After some discussion, the board members agreed the team members should be recognized at Council.



# CITY COUNCIL COMMUNICATION

August 25, 2015

ITEM #	ITEM TITLE
7	Drone Use in City Parks Discussion
<b>ITEM/MOTION</b>	
Review and discuss un-manned drone use in City parks, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Washington Post Article – “National Park Service bans drone use in all national parks” - 06-20-14
2. HB 1481 – 05-07-15
3. Law360 - 12-04-14
4. Parks and Recreation Board Meeting Minute Excerpt – 05-28-15

**APPROVALS**

**Submitted by:**

  
 Darren McCarthy  
 Parks and Recreation Director

**Reviewed by:**

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

**Approved for Submittal to City Council:**

  
 Robert Gracia  
 City Manager

**EXECUTIVE SUMMARY**

At the regular May 28, 2015 meeting, staff presented a discussion item to the Parks and Recreation Board regarding the utilization of un-manned drones in City parks. In June of 2014, the National Park Service publicly announced the ban of all drones in National Parks due to the numerous complaints of drones disturbing visitors, wildlife, and interfering with emergency rescue situations. The House of Representatives has a bill in committee review, HB 1481, to ban drones in specified areas. Some states have already moved forward banning drones in public places. In an effort to protect all who participate in the parks and events held in parks, staff believes it is in the City’s best interest to consider taking the necessary steps to ban all personal unmanned drone use in all Rosenberg City parks.

This item has been added to the Agenda to discuss unmanned drone use in City parks and take action as necessary to direct staff.

# National Park Service bans drone use in all national parks

Mark Berman June 20, 2014 Post Nation

If you're heading to the Grand Canyon this summer, leave the drone at home. (We're assuming for the purposes of this sentence that you have a drone, but if you don't, just pretend that you have a drone.)

The National Park Service announced Friday that it had banned the use of unmanned aerial vehicles — better known as drones — in all of its parks.

Jonathan Jarvis, the agency's director, said in a statement that the decision stems from "serious concerns about the negative impact that flying unmanned aircraft is having in parks."

Drones were prohibited in other national parks [earlier this year](#) after complaints regarding noise and an episode involving young sheep getting separated from adults. In May, the agency said that drones were banned in Yosemite National Park because [an increased number of visitors](#) had been using drones to film climbers and capture other aerial footage. Drones would not be allowed because they could disturb visitors, adversely impact wildlife in the area and potentially interfere with emergency rescues, the Park Service said.

Jarvis said that the new rules are only temporary and will prohibit drone use until the agency can figure out a policy to serve the parks as well as the visitors. Of course, the Park Service notes that the process of figuring out drone-related regulations could "take considerable time." Any permits already issued for unmanned aircraft have been suspended and need to be reviewed and approved again.

While the rules are in effect, drones cannot be launched from, landed in or flown over the land or water overseen by the agency, which manages 84 million acres of land and 4.5 million acres of oceans, lakes and reservoirs.

There is an exception: The agency says it may still use unmanned aircraft for certain things, like scientific studies, search and rescue operations and fire-related situations.



Crew members carry a drone after a test flight at a ranch near Sarita, Tex., in January. (Eric Gay/AP)

Earlier this month, the Federal Aviation Administration [announced](#) that it had approved the first commercial drone flights over land. The FAA has said that fully integrating drones into the airspace over the United States [will take years](#). It has selected [sites across the country](#) where drones will fly in specially-designated airspace to test things like the impact on air traffic control and links between drones and controllers.

The agency [estimates](#) that there could be about 7,500 small, commercial drones in the air by 2018. Industry groups have also asked the FAA to [develop regulations for small drones](#), which can be operated by hobbyists but not actual companies.

The National Park Service's drone announcement arrived the same day that The Post released the first part of [an investigation into military drone crashes](#). Since 2001, more than 400 large U.S. military drones have crashed around the world, hitting houses, farms, runways, highways and even an Air Force transport plane that was in the air, reports Craig Whitlock. Nearly [a quarter of the most severe crashes](#) occurred in the U.S.



Mark Berman is a reporter on the National staff. He runs Post Nation, a destination for breaking news and developing stories from around the country.

SUBJECT: Offense for operating unmanned aircraft over certain critical infrastructure

COMMITTEE: Criminal Jurisprudence — committee substitute recommended

VOTE: 6 ayes — Herrero, Moody, Hunter, Leach, Shaheen, Simpson

0 nays

1 absent — Canales

WITNESSES: For — Melinda Smith, Combined Law Enforcement Associations of Texas (CLEAT); Patrick Tarlton, Texas Chemical Council; Mari Ruckel, Texas Oil and Gas Association; (*Registered, but did not testify*: Gavin Massingill, American Chemistry Council; Lindsay Mullins, BNSF Railway; Matt Phillips, Brazos River Authority; Robert Flores, Breitling Energy; Amy Maxwell, CenterPoint Energy, Marathon Oil Corporation; Samantha Omey, ExxonMobil; Mike Meroney, Huntsman Corp., BASF Corp., and Sherwin Alumina, Co.; Mindy Ellmer, LyondellBasell Industries; Ben Sebree, Marathon Petroleum Corporation; John Paul Urban, NRG Energy; Randy Cubriel, Nucor; Teresa Rushing, Tarrant County Libertarian Party; Stephen Minick, Texas Association of Business; Daniel Womack, the Dow Chemical Company; Stephanie Simpson, Texas Association of Manufacturers; John R. Pitts, United Parcel Service)

Against — (*Registered, but did not testify*: Micah Harmon, Sheriffs' Association of Texas; Dirk Davidek)

On — (*Registered, but did not testify*: William Travis, Sheriffs' Association of Texas)

DIGEST: CSHB 1481 would create a criminal offense for operating an unmanned aircraft over certain critical infrastructure facilities.

Critical infrastructure would be defined as:

- petroleum or alumina refineries;
- electrical power generating facilities, substations, switching stations, or electrical control centers;
- above-ground oil, gas, or chemical pipelines;
- chemical, polymer, or rubber manufacturing facilities;
- water intake structures, water treatment facilities, wastewater treatment plants, and pump stations;
- natural gas compressor stations; liquid natural gas terminals or storage facilities;
- telecommunications central switching offices;
- ports, railroad switching yards, trucking terminals, or other freight transportation facilities;
- gas processing plants;
- transmission facilities used by a federally licensed radio or television stations;
- certain steelmaking facilities; and
- dams classified as a high hazard by the Texas Commission on Environmental Quality.

Critical infrastructure facilities would have to be completely enclosed by a fence or other physical barrier that was obviously designed to exclude intruders or be clearly marked with posted signs that were reasonably likely to come to the attention of intruders and that indicated that entry was forbidden.

Individuals would commit an offense if they intentionally or knowingly:

- operated an unmanned aircraft over a criminal infrastructure facility and it was 400 feet or lower;
- allowed an unmanned aircraft to make contact with a facility, including a person or object on the premises or in the facility; or
- allowed an unmanned aircraft to come within a distance of a facility that was close enough to interfere with its operations or cause a disturbance.

The bill would not apply to:

- the federal or state government or a governmental entity or someone under contract with or acting under the direction of one of these entities;
- law enforcement agencies or persons under contract with or acting under the direction of a law enforcement agency;
- owners or operators of the facility or someone under contract with or acting under the direction or on behalf of an owner or operator of the facility;
- someone with the prior written consent of the owner or operator of the facility; or
- operators of unmanned aircrafts being used for a commercial purpose, if the operator was authorized by the Federal Aviation Administration to conduct operations over the airspace.

Offenses would be class B misdemeanors (up to 180 days in jail and/or a maximum fine of \$2,000). Repeat offenses would be class A misdemeanors (up to one year in jail and/or a maximum fine of \$4,000).

The bill would take effect September 1, 2015.

SUPPORTERS  
SAY:

CSHB 1481 is needed to ensure the safety and security of the state's critical infrastructure facilities in the face of the increased use of unmanned aircraft. Unrestricted use of these crafts over critical infrastructure can pose safety and security risks to people, property, communities, and other aircraft. For example, an unmanned aircraft could fall or be piloted into a critical part of a facility, creating a hazardous or threatening situation. While federal regulations address some of the situations described in CSHB 1481, the regulations are considered guidelines without the force of law.

CSHB 1481 would address this gap in the law by creating an offense that would be similar to provisions under the offense of criminal trespassing that covers trespassing on critical infrastructure facilities. CSHB 1481

contains safeguards to ensure the offense would be applied only when appropriate. Facilities would have to be enclosed or clearly marked so that individuals had notice that entry was forbidden. To commit the offense, individuals would have to knowingly and intentionally commit certain actions, ensuring that someone making an honest mistake with no ill intent would not fall under the bill's provisions. The bill also would require that the unmanned aircraft be low, make contact, or be close enough to interfere or cause a disturbance. The bill would make necessary and reasonable exceptions to the offense, including ones for the use of unmanned aircraft by the government, law enforcement, and owners and operators of the facilities

**OPPONENTS  
SAY:**

CSHB 1481 would create an offense that could encompass some who intend no harm. Flying an unmanned aircraft over a facility can be significantly different from trespassing on the land of a critical infrastructure facility. For example, it could be difficult to know the property boundaries from the air, unlike on land where things can be clearly marked.

## May State And Local Gov't Control Low-Flying Drones?

*Law360, New York (December 04, 2014, 11:33 AM ET) --*

Most of the attention paid to drones has focused on issues of aviation and Federal Aviation Administration authority. Yet much of the impact of low-flying drones will fall, not on the national air transportation system, but on those who live and work at ground level. Accordingly, states, counties and municipalities are increasingly asserting regulatory authority over drones and citing the need to protect the health and safety, including privacy, of residents.

Historically, state and local governments protect their residents through land use and zoning restrictions, among other laws adopted under their broad police powers. For example, a community may choose to preserve its beach or mountain views by restricting the construction of high-rise hotels or apartments on the shoreline, and a state may control noise in school zones or near hospitals. And, of course, the “rules of the road” for surface vehicles are essential for pedestrian, cyclist and vehicle safety. Indeed, such power has traditionally been reserved to states and local governments.



William O'Connor

Drones — with uses quickly proliferating in both urban and rural areas — have the potential to impact the privacy, quietude and safety of residents in a manner that older aircraft technologies do not. But what authority (if any) do states and local governments have to prevent or allow uninspected, or unauthorized, drones operated by unlicensed “pilots” to operate directly above and around their residential and commercial areas, or even in and around local and state parks?

This question will only become more critical with advances in technology, including arrival from China of what the Wall Street Journal calls the “Model T of drones,” a mass-market device selling for about \$1,000 that could induce explosive growth in drone usage in the United States.

### State and Local Regulation of Drones

More than half of the state governments in the United States have formally considered legislative actions to address drone operations. At least 10 states have gone further and enacted such legislation. Alaska, for example, passed a bill creating procedures and policies for the use of drones by law enforcement, including regulations governing information collected by drones. Illinois, Indiana, and Iowa have also passed legislation that similarly regulates the use of drones in law enforcement. Louisiana’s

legislation extends to the civil sector, prohibiting the unlawful use of an unmanned aircraft system, defined as the “intentional use of a UAS to conduct surveillance of a targeted facility without the owner’s prior written consent.”

At least two states have passed laws that directly address drone flight as opposed to privacy. Oregon allows property owners to sue a drone operator if (1) a drone has flown less than 400 feet above the owner’s property at least once, (2) the property owner has told the drone operator that he/she does not consent to the drone flying over his/her property, and (3) the operator then flies the drone less than 400 feet above the property again. Tennessee has gone even further, criminalizing the operation of low-flying drones over private property.

Nonfederal efforts to regulate drones are not limited to the state level; municipalities are also stepping in to regulate drones. St. Bonifacius, Minnesota, for example, passed a resolution banning anyone from operating a drone “within the airspace of the city,” making a first offense a misdemeanor and a repeat offense a felony. Northampton, Massachusetts, passed a resolution affirming that — within the city limits — “the navigable airspace for drone aircraft shall not be expanded below the long-established airspace for manned aircraft,” and that “landowners subject to state laws and local ordinances have exclusive control of the immediate reaches of the airspace and that no drone aircraft shall have the ‘public right of transit’ through this private property.” Some towns have considered legalizing self-help remedies like “drone hunting,” while others have simply passed resolutions calling for federal action.

It seems plain that laws regulating drones are becoming a standard part of the regulatory landscape in most states. What is the legal status of such regulations today, and what will become of these local regulations when the FAA issues drone-specific regulations? Can and should the FAA curtail local authority to regulate drones? If so, how will the FAA be able to effectively regulate the many inexpensive drones available for myriad uses, benign and malign, that operate below what traditionally has been considered “navigable airspace.”

### **The FAA’s Authority to Regulate Drones**

The FAA has a statutory mandate to regulate the navigable airspace of the United States. In 2012, when Congress passed the FAA Modernization and Reform Act, it extended this statutory mandate to drone operations, specifying that the FAA must develop a plan for integrating drones into the existing regulatory framework.[1]

The 2012 act coupled with the FAA’s statutory mandate suggests that the FAA may have the authority to regulate drones at any altitude through notice and comment rulemaking, even in airspace that is traditionally below FAA purview and regulated by the states through zoning ordinances.[2]

Until the FAA acts, there is a considerable argument that state and local governments may retain their broad police powers to control use of drones within their borders, particularly at the low altitudes at which most drones operate. After the FAA releases final drone regulations, however, a variety of preemption questions could arise.

What happens when a state, for important economic reasons, wants to allow farmers to use drones in precision agriculture, but FAA regulations hinder or prohibit that use? Or, if a state wants to ban drones from flying low over private residences or playgrounds and hospitals for privacy and safety reasons, would the FAA require that the local government permit such flight, objectionable as it might be to local residents, so long as it is conducted in accordance with the FAA regulations? Will the state “police

power” interest prevail or will preemption prohibit the state regulation? Or will the FAA expressly acknowledge and preserve the state police power so long as it does not intrude into the FAA’s control of the national air transportation system? These are key emerging questions, both of policy and of law.

### **Preemption of State and Local Regulation**

From a legal perspective, these questions largely depend on whether the FAA’s authority and the manner in which it is exercised is determined to “preempt” the historical state and local powers to protect residents. Preemption questions often arise when both significant federal interests and weighty local interests conflict. The regulation of drone activity is a clear case of such potential conflict.

Although the FAA has yet to issue its notice of proposed rulemaking for small UAS, at least one petition has already been filed requesting that the anticipated NPRM include an “express preemption clause.” This is not surprising given the interests at stake; drone manufacturers, suppliers, and operators want a uniform federal standard to abide by, not a patchwork of state regulations that may be more restrictive than the federal framework. Whether an express preemption provision will be proposed in the NPRM, and whether that is a good idea, remains to be seen.

One thing is clear: Courts have often held that state regulation of traditional aircraft in the areas of safety and operations are preempted. Most of these courts have done so on the basis of “field preemption” (which occurs when Congress’ regulatory scheme sufficiently pervades a particular area so as to evidence an intent for federal law to occupy the entirety of the field), even in cases where federal law does not include an express preemption provision of the kind discussed above.

Even in the context of safety and operations, however, courts have limited federal law’s preemptive scope. In the Ninth Circuit, for example, the breadth of FAA field preemption depends on the specificity and comprehensiveness of the federal regulations at issue. Absent an express preemption provision in the small UAS final rules, similar case-specific field-preemption standards will likely apply. Thus, the breadth and pervasiveness of the forthcoming drone regulations will greatly influence the degree and scope of preemption.

### **Conclusion: Buckle Your Seatbelts**

This is a new arena brought on by a remarkable application of many different technological advances. There are no tidy precedents or analogous regulatory schemes. There are substantial commercial interests in the spread of drones, as well as privacy and safety concerns at the state and local levels.

Accordingly, the FAA is likely to take a fair period of time to develop final regulations. In the meantime, state and local governments are likely to attempt to fill what they perceive as a regulatory void. Thus, it is likely that there will be continuing conflicts about the extent of the FAA’s focused authority on aviation and the broader concerns state and local governments have under their historical police powers.

Until this settles out, we forecast a bumpy ride!

—By William V. O’Connor, Christopher J. Carr, Zane O. Gresham, Joseph R. Palmore and Joanna L. Simon, Morrison & Foerster LLP

*William O’Connor is a partner in Morrison & Foerster’s San Diego and Los Angeles office. Christopher*

*Carr and Zane Gresham are partners in the firm's San Francisco office. Joseph Palmore is a partner in the firm's Washington, D.C., office. Joanna Simon is an associate in the firm's San Diego office.*

*The opinions expressed are those of the author(s) and do not necessarily reflect the views of the firm, its clients, or Portfolio Media Inc., or any of its or their respective affiliates. This article is for general information purposes and is not intended to be and should not be taken as legal advice.*

[1] Notably, the FAA is behind schedule in publishing the notice of proposed rulemaking for small UAS.

[2] The FAA's authority to regulate UAS operations under the existing regulatory framework was recently affirmed by the NTSB in *Huerta v. Pirker*. For more information, see our client alert available at: <http://www.mofo.com/~media/Files/ClientAlert/2014/11/141120HuertavPirker.pdf>. The NTSB decision, however, does not speak to the preemptive effect of federal regulation of drones.

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season contributes about \$5,000 above its costs into the general fund. Each tournament brings in people from all over, inviting new comers to want to play in Rosenberg and purchase product from local stores. George Zepeda questioned if the cover would blow away and Darren mentioned that the cover would be staked into the ground. George also asked where the cover would be stored and Darren said the storage unit would stay on the side of the field for the next time it would be utilized. Lydia added that the fields are used year round and with the opportunity to prevent cancellations by protecting the field, more games could be scheduled and more revenue would be brought to the city.

**ACTION:** Eric Ramirez made a motion, seconded by Julia Worley, to recommend the purchase of two field covers for Travis and Macario Garcia parks with the remaining Rosenberg Development Corporation Park funds. The motion carried unanimously by a vote of those present.

#### **5. CONSIDERATION OF AND ACTION ON 100 TREES FOR 100 CITIES GRANT PROGRAM.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, received an email from the Houston Area Urban Forestry Council, who is working with the United States Forest Service to put together a program donating trees. Darren will be taking the item to council to add two parcels to Community Park and would like to add the trees to that area, if accepted. The trees would be small trees that can survive floods and drought.

**ACTION:** Julia Worley made a motion, seconded by Ray Kueck, to apply for 100 trees through the grant program. The motion carried unanimously by a vote of those present.

#### **6. REVIEW AND DISCUSS DRONE USE IN THE PARKS, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, commented on the articles of personal drone use in the parks. Darren fears individuals testing out their drones at the Family 4th event, or crashing into power lines, the new gas line, or water infrastructure within Seabourne Creek Nature Park. He would like to work with the city attorney to create an ordinance to regulate drone use in the parks. Darren asked Kat Poppleton to inform the board of one civilian who recently visited the Parks Department building. Kat said the visitor requested permission to take pictures of the water tower behind the shop. She notified him of the House of Representatives recently creating a bill that prevents all drone use over certain water structures, gave him a copy of the HB 1481, and a number to the police department should he have any other questions. Amanda Barta commented the drones are getting out of hand. Melissa Dixon would like to say no now to protect park visitors. Darren is also concerned with what drones can carry and would rather, if given permission and if known, have only a professional be permitted to use a drone in the park. Darren will be bringing the item to the next City Council meeting to discuss options further.

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

#### **7. REVIEW AND DISCUSS THE PARKS AND RECREATION BOARD MEMBER ATTENDANCE, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, presented the attendance record and asked if there were any discrepancies or provide a brief explanation of any absences for council to consider when their making the appointments to Parks Board. William Allen had called prior to the meeting of his absence for a work related issue. Teresa Bailey mentioned Berth Nell Kelm's absence from the meeting was due to illness. Eric Ramirez had a difficult time with his work hours, but now that he has his own dealership, he will be more available. Melissa Dixon and Eric Juarez also mentioned their absences have been related to work issues.

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



# CITY COUNCIL COMMUNICATION

## August 25, 2015

ITEM #	ITEM TITLE
8	<b>Parks Grounds Maintenance Contract Discussion</b>
<b>ITEM/MOTION</b>	
Review and discuss the Parks Grounds Maintenance Contract, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

One-time  
 Recurring  
 N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:**

101-1953-540-6245

District 1

District 2

District 3

District 4

City-wide

N/A

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Resolution No. R-1831 - 10-21-14
2. Parks Grounds Maintenance General Services Contract FY14-15 - 10-21-14
3. City Council Meeting Minute Excerpt - 10-21-14

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

Darren McCarthy  
Parks and Recreation Director

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

Currently, the Parks Grounds Maintenance is being provided by A's Camo Cutters. The parks covered by the Contract are Harwood, Brazos, Community, and Riverbend Parks. Resolution No. R-1831 was approved by City Council on October 21, 2014, to provide services for one (1) year with an option for an additional one-year term. Per the current Contract, the extension option for the one-year term is \$40,080.00.

Staff recommends exercising the one-year Contract extension option. This item has been placed on the Workshop Agenda for City Council to direct staff.

RESOLUTION NO. R-1831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDED BID NO. 2014-13 FOR PARKS GROUNDS MAINTENANCE SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

\* \* \* \* \*

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

Section 1. The approval and award of Bid No. 2014-13 to A's Gamo Cutters, in the amount of \$ 40,000. for Parks Grounds Maintenance Services.

Section 2. The City Manager is hereby authorized to negotiate and execute any documentation necessary to facilitate said services.

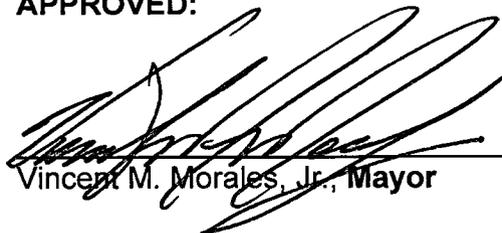
Section 3. A copy of the Proposal is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

  
Linda Cernosek, City Secretary

APPROVED:

  
Vincent M. Morales, Jr., Mayor



### Quote Worksheet

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, September 17, 2014** and all bids will be opened and publicly read in the City Hall Council Chamber at approximately 10:00 a.m., on the same date for the award of contract for Parks Grounds Maintenance.

The Contractor may submit in person or by mail for consideration. The reference sheet must accompany the quote worksheet. No quotes will be considered without the completed reference document.

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

**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.

DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	EXTENSION
1. Complete Parks Grounds Maintenance for Brazos, Community, Harwood and Riverbend Parks.  One (1) year term with the option to renew at the same price for an additional one (1) year extension.	1	Each	\$ _____	\$ _____
			Total Bid Amount	\$ <u>40,000</u>

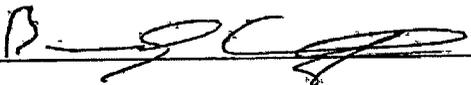
ACCEPTANCE OF WRITTEN QUOTES:

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: 7-5-14

BIDDER: Adam Macias

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

BY: 

NAME: BRADY WILLIAMS

TITLE: \_\_\_\_\_

Company's Name

BY: A's Crano Cutters  
Signature

Adam Macias  
Printed or Typed Name

1616 Maiden Ln  
Street Address

Richmond TX 77469  
City, State & Zip Code

281-344-7499  
Area Code and Phone

## 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 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:

As CAMO CUTTERS

AGENTS NAME:

Adam Malinas

AGENTS TITLE:

Lawn Service

MAILING ADDRESS:

1616 Maide Ln

CITY, STATE, ZIP:

Richmond TX 77469

AUTHORIZED SIGNATURE:

Adam Malinas

DATE OF BID:

7-5-14



**BIDDER CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: See Attachment

PHONE NO: Previous

LENGTH OF CONTRACT: info

NAME OF CONTACT: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

LENGTH OF CONTRACT: \_\_\_\_\_

NAME OF CONTACT: \_\_\_\_\_

## EXHIBIT A

### 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/29/2014

<b>PRODUCER</b>  Steve Host 201 Jackson St Richmond, TX 77469	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  A's Camo Cutters 1616 Maiden Ln Richmond, TX 77469	INSURER A: Cypress Texas Lloyds	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	21P0010101-3	04/25/2014	04/25/2015	EACH OCCURRENCE	\$100,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$100,000
						GENERAL AGGREGATE	\$100,000
						PRODUCTS - COMP/OP AGG	\$100,000
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	OTHER					

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as an additional insured.

### CERTIFICATE HOLDER

City of Rosenberg  
 PO BOX 32  
 Rosenberg, TX 77471

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



## 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: A's Camo Cutters

Description of Services: Parks Grounds Maintenance

Maximum Contract Amount: \$40,000.00

Length of Contract: One year with the option to extend for an additional one year

Effective Date: October 21, 2014

Expiration Date: October 21, 2015

### 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 Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas 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 terms. The party alleging the default shall give the other party written notice of the default 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. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

(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. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. 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. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. 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.
- L. 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.
- M. 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.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

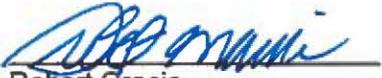
**III. Special Terms or Conditions.**

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

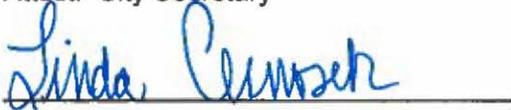
- A. Contractor's Additional Contract Document:
  - 1. Insurance Certificate
  
- B. City's Additional Contract Documents:
  - 1. Technical Specifications and Bid Documents
  - 2. Policy for Bidding Projects

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

**CITY OF ROSENBERG:**

  
Robert Gracia  
City Manager

Attest: City Secretary



**CONTRACTOR:**

By:   
Title:   
Date: 10-6-14



## 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 Manager. 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.



**CITY OF ROSENBERG  
PARKS GROUNDS MAINTENANCE  
TECHNICAL SPECIFICATIONS  
BID NO. 2014-13**

**HARWOOD PARK**

**A. STATEMENT**

1. Harwood Park is located at 1005 Frances Drive. The park is approximately 0.3 of an acre.
2. The Contractor will maintain all the turf area within the fenced in park as well as the drainage ditch areas outside of the fence and sidewalk area around the park along Frances Drive and Timber Lane.
3. The Contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

**B. GENERAL GROUNDS MAINTENANCE**

**February through October**

1. The Contractor will maintain Harwood Park grounds on a 1-week schedule of mowing and weed eating.
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects
  - d) Weed eat around playgrounds
  - e) Pull weeds and grass from playground mulch
  - f) Pull weeds from all landscape areas
  - g) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

**November through January**

The Contractor will maintain Harwood Park grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, and d above.

**C. TRASH CLEANUP**

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

E. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

**BRAZOS PARK**

A. STATEMENT

1. Brazos Park is located on the west side of FM 723 adjacent to the south of the Brazos River. The park is approximately 13.34 acres.
2. The Contractor will maintain all the turf area within the park as well as the drainage area parallel to FM 723.
3. The Contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

February through October

1. The Contractor will maintain Brazos Park grounds on a 1-week schedule of mowing and weed eating.
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects
  - d) Weed eat around playgrounds
  - e) Pull weeds and grass from playground mulch
  - f) Pull weeds from all landscape areas
  - g) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
  - h) Keep trails grass and weed free
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through January

The Contractor will maintain Brazos Park grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, and d above.

C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

E. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

COMMUNITY PARK

A. STATEMENT

1. Community Park is located at 2000 Avenue A. The Contractor will maintain the 4.84 acres of Community Park as well as the two City parcels adjoining the park, each approximately 2 acres. The total acreage is approximately 9 acres. Refer to the attached map for the specific area to be maintained.
2. The Contractor will maintain all the turf areas around the basketball pavilion and within the fences of the park. Both adjoining properties are outside of the fenced park areas. The Contractor will also maintain the drainage ditch along Avenue A.
3. The Contractor shall provide the City with a maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

February through October

1. The Contractor will maintain Community Park and adjacent property grounds on a 1-

week schedule of mowing and weed eating.

- a) Weed eat all curbs and sidewalks
- b) Weed eat around all horticulture material
- c) Weed eat around all objects
- d) Weed eat around playgrounds
- e) Pull weeds and grass from playground mulch
- f) Pull weeds from all landscape areas
- g) Mow the entire area at a height minimum of one-inch with a maximum of two-inches

2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

#### November through January

The Contractor will maintain the grounds on a 2-week schedule of mowing, edging and weed eating. Refer to items a, b, c, and d above.

#### C. TRASH CLEANUP

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

#### D. PUBLIC ACTIVITY

The Contractor will provide all materials such as fuels and maintenance equipment.

#### E. STORMWATER POLLUTION MANAGEMENT

The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

### RIVERBEND PARK

#### A. STATEMENT

1. Riverbend Park is located at 2601 Avenue A and is approximately 14.85 acres. It includes a large fenced baseball field. Mowing includes the adjacent area under the power lines and approximately 1 acre across Avenue A containing concrete foundation pads. Refer to the attached map for the specific area to be maintained.
2. The Contractor will maintain all the turf areas within the fences of the park. Both

adjoining properties are outside of the fenced park areas. The Contractor will also maintain the drainage ditch along Avenue A adjoining the City property.

4. The Contractor shall provide the City with a maintenance schedule and monthly performance report. The Contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

**B. GENERAL GROUNDS MAINTENANCE**

February through October

1. The Contractor will maintain Riverbend Park and adjacent property grounds on a 1-week schedule of mowing and weed eating.
  - a) Weed eat all curbs and sidewalks
  - b) Weed eat around all horticulture material
  - c) Weed eat around all objects
  - d) Mow the entire area at a height minimum of one-inch with a maximum of two inches
2. During the hottest and driest part of the season, the Contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through January

The Contractor will maintain the grounds on a 2-week schedule of mowing, edging and weed eating. Refer to items a, b, c, and d above.

**C. TRASH CLEANUP**

The Contractor shall police the entire area each time for loose trash. It is the responsibility of the Contractor to remove and dispose of trash, pruned material and other foreign objects.

**D. PUBLIC ACTIVITY**

The Contractor will provide all materials such as fuels and maintenance equipment.

**E. CONTACT PERSONNEL FOR ANY ISSUES**

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-802-8804  
E-mail: [paulr@ci.rosenberg.tx.us](mailto:paulr@ci.rosenberg.tx.us)

**F. STORMWATER POLLUTION MANAGEMENT**

The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)  
04/29/2015

<b>PRODUCER</b> Steve Host 201 Jackson St Richmond, TX 77469	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> A's Camo Cutters 1616 Maiden Ln Richmond, TX 77469	INSURER A: Cypress Texas Lloyds	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	21P0010101-3	04/25/2014	04/25/2015	EACH OCCURENCE	\$100,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$100,000
						GENERAL AGGREGATE	\$100,000
						PRODUCTS - COMP/DP AGG	\$100,000
							\$
	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/>	<b>OTHER</b>					

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as an additional insured.

### CERTIFICATE HOLDER

 City of Rosenberg  
 PO BOX 32  
 Rosenberg, TX 77471

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CONSENT AGENDA

1. REVIEW OF CONSENT AGENDA.

*All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.*

A. CONSIDERATION OF AND ACTION ON SPECIAL MEETING MINUTES FOR AUGUST 09, 2014, SPECIAL WORKSHOP MEETING MINUTES FOR AUGUST 09, 2014, JOINT CITY COUNCIL AND ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES FOR AUGUST 14, 2014, SPECIAL MEETING MINUTES FOR AUGUST 26, 2014, WORKSHOP MEETING MINUTES FOR AUGUST 26, 2014, REGULAR MEETING MINUTES FOR SEPTEMBER 02, 2014, AND REGULAR MEETING MINUTES FOR SEPTEMBER 16, 2014.

B. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-40, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING ALL OF SECTION 28-41 (B) AND (D), STOP SIGNS DESIGNATED, OF ARTICLE II, DIVISION 2 OF CHAPTER 28, STOP STREETS, AND SUBSTITUTING THEREFOR A NEW SECTION 28-41 (B) AND (D) OF ARTICLE II, DIVISION 2 OF CHAPTER 28 THEREOF; PROVIDING FOR A FOUR-WAY STOP AT THE INTERSECTION OF AVENUE G AND 8TH STREET; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 OR MORE THAN \$200.00 FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

*Executive Summary:* Staff recently received information from the Police Department Traffic Investigator, regarding a pattern of crashes having occurred at the intersection of Avenue G and 8<sup>th</sup> Street. A review of records identified a total of three (3) traffic crashes at this intersection over the most recent three (3) year period, all of which have occurred since October 2013. The intersection currently functions as a two-way stop, with 8<sup>th</sup> Street stopping and Avenue G being non-controlled. The recommendation is to make this a four (4) way stop intersection due to the documented number of traffic crashes that have occurred at the intersection.

Staff has prepared an Ordinance that deletes the above listed intersection from the two-way stop sign designations and will add said intersection to the four-way stop sign designations.

Staff recommends approval of Ordinance No. 2014-40 as presented.

C. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1869, A RESOLUTION RATIFYING AN AMENDED GROUNDWATER REDUCTION PLAN (GRP) REGARDING CONVERSION TO AN ALTERNATIVE WATER SOURCE AS APPROVED BY THE FORT BEND SUBSIDENCE DISTRICT.

*Executive Summary:* During the regular City Council Meeting on November 05, 2013, City Council took action authorizing the preparation and submission of an amended Groundwater Reduction Plan (GRP) to the Fort Bend Subsidence District (FBSD). The GRP Amendment was submitted on August 21, 2014, and subsequently approved by the FBSD Board of Directors on September 19, 2014. The Amendment identifies the Brazosport Water Authority (BWA) as the source of alternative water supply that will be used to satisfy the FBSD unfunded mandate to reduce groundwater withdrawal by thirty percent (30%) beginning in FBSD permit year October 01, 2016. A copy of the Amendment was included as Exhibit "A" to Resolution No. R-1869. The amended GRP also includes a schedule/timeline for various Capital Projects that the City must construct within the timeline in order to prevent disincentive fee penalties from the FBSD.

Staff recommends approval of Resolution No. R-1869 as presented.

D. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1831, A RESOLUTION AWARDDING BID NO. 2014-13, FOR PARKS GROUNDS MAINTENANCE SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

*Executive Summary:* On Wednesday, September 17, 2014, bids were received and opened for the City of Rosenberg (City) Parks Grounds Maintenance Contract. A total of two (2) bids were

received as indicated on the bid summary form included in the agenda packet.

The bid summary and proposal were attached for review. A's Camo Cutters submitted the lowest bid in the amount of \$40,000.00. A's Camo Cutters has been the provider for these services for the past two (2) years and continues to perform satisfactorily. A's Camo Cutters is also the current contract holder for the Small Areas Mowing Contract and their work has been satisfactory.

Staff recommends approval of Resolution No. R-1831, awarding Bid No. 2014-13 to A's Camo Cutters, and authorizing the City Manager to negotiate and execute a General Services Contract in the amount of \$40,000.00 for complete parks grounds maintenance to include Brazos, Community, Harwood and Riverbend Parks, for a one (1) year term, with an option to renew at the same price for an additional one (1) year term. Should City Council award Bid No. 2014-13 as recommended, the proposal will serve as Exhibit "A" to Resolution No. R-1831. The contract time is 365 calendar days.

- E. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1832, A RESOLUTION AWARDING BID NO. 2014-14, FOR SEABOURNE CREEK REGIONAL SPORTS COMPLEX GROUNDS MAINTENANCE SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.**

*Executive Summary:* On Wednesday, September 17, 2014, bids were received and opened for the Seabourne Creek Regional Sports Complex Grounds Maintenance Contract. A total of one (1) bid was received as indicated on the bid summary form included in the agenda packet.

The bid summary and proposal were attached for review. NRI Brokerage, Inc., dba Earth First Landscapes submitted a bid in the amount of \$52,980.00. Earth First Landscapes has been contracted through the City for the previous two (2) years and has met all needs of the prior Contract satisfactorily.

Staff recommends approval of Resolution No. R-1832, awarding Bid No. 2014-14 to NRI Brokerage, Inc., dba Earth First Landscapes, and authorizing the City Manger to negotiate and execute a General Services Contract in the amount of \$52,980.00 for Seabourne Creek Regional Sports Complex Grounds maintenance, for a one (1) year term, with an option to renew at the same price for an additional one (1) year term. Should City Council award Bid No. 2014-14 as recommended, the proposal will serve as Exhibit "A" to Resolution No. R-1832. The Contract time is 365 calendar days.

- F. **CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF GOLDSHIRE CENTER REPLAT OF COMMERCIAL RESERVE "A-2", A SUBDIVISION OF 4.3943 ACRES OR 191,416 SQUARE FEET OF LAND BEING A REPLAT OF COMMERCIAL RESERVE "A-2" OF GOLDSHIRE CENTER REPLAT OF COMMERCIAL RESERVE "A", RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO. 20130048, IN THE JAMES LOWERY SURVEY, ABSTRACT NO. 275, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 2 RESERVES.**

*Executive Summary:* The Short Form Final Plat of Goldshire Center Replat of Commercial Reserve "A-2" consists of 4.3943 acres and two (2) commercial reserves. It is a replat of the previous Goldshire Center Replat of Commercial Reserve "A." The Plat is located east of the intersection of Reading Road and FM 1640.

The Plat is adjacent to the recently constructed Stripes and simply proposes to further subdivide existing Reserve "A-2" into two (2) new reserves to accommodate new site development. The development will abut the Stripes site. One of the proposed reserves (Reserve "A-2") is 2.7186 acres while the second proposed reserve (Reserve "A-3") is 1.6757 acres. A portion of Reserve "A-2" falls within the West Fort Bend Management District, as indicated in the Plat. The reserves will have cross access and designated access to FM 1640 per previous easements dedicated in 2007 and in 2013 as noted on the Plat.

There are no issues with the proposed subdivision that conflict with City ordinances. A public hearing was held as required by State law and City ordinance at the September 17, 2014 Planning Commission meeting. The Planning Commission considered this Plat at the same meeting and recommended approval to City Council of the Short Form Final Plat of Goldshire

Center Replat of Commercial Reserve "A-2".

- G. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF SUMMER LAKES SECTION EIGHT, BEING A SUBDIVISION OF 8.574 ACRES OUT OF THE W.M. LUSK SURVEY, A-276 AND THE JANE LONG LEAGUE, A-55, IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 36 LOTS, 2 BLOCKS, 1 RESERVE (0.5214 ACRE).**

**Executive Summary:** The Final Plat of Summer Lakes Section Eight is located off of Lake Commons and Blue Lake Drives in the south central portion of the Summer Lakes development. The Plat consists of 8.574 acres, 36 residential lots, and one (1) reserve containing 0.5 acres.

All proposed lots are a minimum of sixty feet (60') in width as measured at the front building line. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan identifies the area of the Plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots meet these requirements.

The Preliminary Plat of Summer Lakes Section Eight was approved by the Planning Commission on June 18, 2014, and the Final Plat was recommended for approval on September 17, 2014. The Final Plat is not in conflict with any applicable regulations, with the approved Preliminary Plat, or with the Development Agreement for Fort Bend County MUD No. 144. Staff recommends approval of the Final Plat of Summer Lakes Section Eight.

- H. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF SUMMER PARK SECTION TWO, BEING A SUBDIVISION OF 16.498 ACRES OUT OF THE ROBERT E. HANDY SURVEY, A-187, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144): 64 LOTS, 3 BLOCKS, 3 RESERVES (0.6726 ACRE).**

**Executive Summary:** The Final Plat of Summer Park Section Two is located off of Park Place Boulevard in the southwest portion of the Summer Park development. The Plat consists of 16.498 acres, 64 residential lots, and three (3) reserves containing 0.67 acres.

All proposed lots are a minimum of sixty feet (60') in width as measured at the front building line. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan identifies the area of the plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots meet these requirements.

The Planning Commission approved the Preliminary Plat of this subdivision on June 18, 2014, and recommended approval of the Final Plat on September 17, 2014. The Final Plat is not in conflict with any applicable regulations, with the approved Preliminary Plat, or with the Development Agreement for Fort Bend County MUD No. 144. Staff recommends approval of the Final Plat of Summer Park Section Two.

- I. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1866, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AMENDMENT 3 TO: SECURITY SERVICES CONTRACT BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ROSENBERG FOR POLICE SERVICES PROVIDED BY ROSENBERG POLICE OFFICERS.**

**Executive Summary:** Amendment 3 to the Security Services Contract (Contract) with Lamar Consolidated Independent School District (LCISD) is to provide for two additional one-year extensions to the current Contract.

This Contract automatically renewed, effective September 01, 2014, and shall expire on August 31, 2015. LCISD and the City of Rosenberg may, upon mutual consent, extend the Contract for two (2) additional one-year periods upon written request of the City of Rosenberg Police Department presented prior to the expiration of the Contract.

Amendment 3 is included at Exhibit "A" to Resolution No. R-1866. Staff recommends approval of Resolution No. R-1866 as presented.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve all items (Items A-I) on the Consent Agenda. The motion carried by a unanimous vote.



# CITY COUNCIL COMMUNICATION

## August 25, 2015

ITEM #	ITEM TITLE
9	Seabourne Creek Regional Sports Complex Grounds Maintenance Contract Discussion

### ITEM/MOTION

Review and discuss the Seabourne Creek Regional Sports Complex Grounds Maintenance Contract, 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:

101-1953-540-6250

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

### SUPPORTING DOCUMENTS:

**MUD #:** N/A

1. Resolution No. R-1832 - 10-21-14
2. Seabourne Creek Regional Sports Complex General Services Contract FY14-15 - 10-21-14
3. City Council Meeting Minute Excerpt - 10-21-14

### APPROVALS

#### Submitted by:

  
 Darren McCarthy  
 Parks and Recreation Director

#### Reviewed by:

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

#### Approved for Submittal to City Council:

  
 Robert Gracia  
 City Manager

### EXECUTIVE SUMMARY

Currently, the Seabourne Creek Regional Sports Complex Grounds Maintenance Contract is being provided by NRI Brokerage, LLC, dba Earth First Landscapes. Resolution No. R-1832 was approved by City Council on October 21, 2014, to provide services for one (1) year with an option for an additional one-year term. Per the current Contract, the extension option for the one-year term is \$52,980.00.

Staff recommends exercising the additional one-year Contract extension option. This item has been placed on the Workshop Agenda for City Council to direct staff.

RESOLUTION NO. R-1832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARING BID NO. 2014-14 FOR SEABOURNE CREEK REGIONAL SPORTS COMPLEX GROUNDS MAINTENANCE; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

\* \* \* \* \*

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

Section 1. The approval and award of Bid No. 2014-14 to NRI Brokerage dba Earth First, in the amount of \$52,980.00 for Landscapes Seabourne Creek Regional Sports Complex Grounds Maintenance.

Section 2. The City Manager is hereby authorized to negotiate and execute any documentation necessary to facilitate said services.

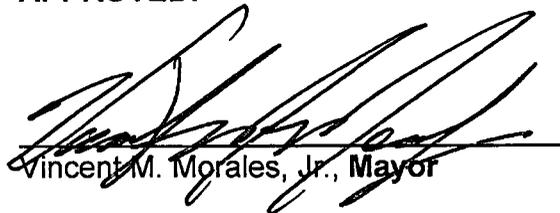
Section 3. A copy of the Proposal is attached hereto as Exhibit "A" and made a part hereof for all purposes.

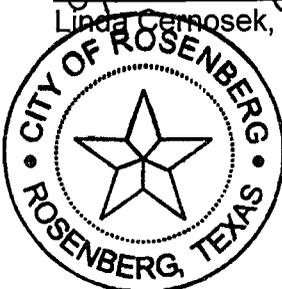
PASSED, APPROVED, AND RESOLVED this 21<sup>st</sup> day of October 2014.

ATTEST:

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

APPROVED:

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



## Quote Worksheet

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, September 17, 2014**, 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 Seabourne Creek Regional Sports Complex Grounds Maintenance.

The Contractor may submit in person or by mail for consideration. The reference sheet must accompany the quote worksheet. No quotes will be considered without the completed reference document.

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

**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.

DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	EXTENSION
1. Complete Seabourne Creek Regional Sports Complex Grounds Maintenance  One (1) year term with the option to renew at the same price for an additional one (1) year extension.	1	Each	\$ <u>52,980.00</u>	\$ <u>52,980.00</u>
			Total Bid Amount	\$ <u>52,980.00</u>

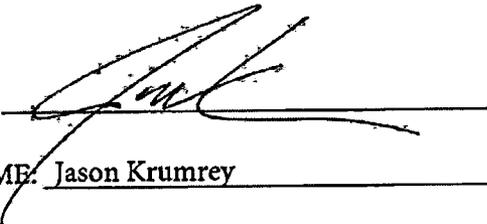
ACCEPTANCE OF WRITTEN QUOTES:

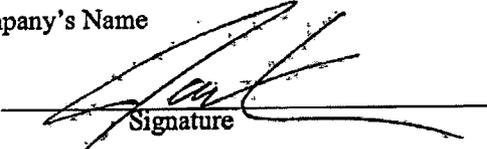
It is understood by the undersigned that the right is reserved by the City to reject any or all written quotes for this service.

DATE: September 16, 2014

BIDDER: NRI Brokerage dba Earth First Landscapes

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

BY:   
NAME: Jason Krumrey  
TITLE: General Manager - Maintenance

Company's Name  
BY:   
Signature  
Jason Krumrey  
Printed or Typed Name  
25290 Beckendorff Road  
Street Address  
Katy, TX 77493  
City, State & Zip Code  
281-371-3600  
Area Code and Phone

## 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:**

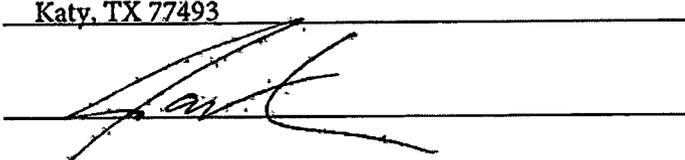
NAME OF FIRM/COMPANY: NRI Brokerage dba Earth First Landscapes

AGENTS NAME: Jason Krumrey

AGENTS TITLE: General Manager - Maintenance

MAILING ADDRESS: 25290 Beckendorff Road

CITY, STATE, ZIP: Katy, TX 77493

AUTHORIZED SIGNATURE: 

DATE OF BID: September 17, 2014

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: NRI Brokerage LLC. DBA Earth First Landscapes

BUSINESS STREET ADDRESS: 25290 Beckendorff Road Katy, TX 77493

BUSINESS MAILING ADDRESS: 25290 Beckendorff Road Katy, TX 77493

BUSINESS TELEPHONE NUMBER: 281-371-3600

BUSINESS FAX NUMBER: 281-371-2720

COUNTY: Harris MINORITY OWNED: Yes #OF EMPLOYEES 90  
\*\*\*\*\*

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

YEAR EST. 2009 NO. OF YEARS IN BUSINESS 6 FEDERAL ID NO. 46-1839330

NATURE OF BUSINESS: Commercial Landscape Construction & Irrigation; Landscape Maintenance, Sports Field Maintenance

PRINCIPALS:

NAME: Geraldine Tribe TITLE: President

NAME: Byron Tribe TITLE: Vice President

NAME: Philip Tribe TITLE: Treasurer  
\*\*\*\*\*

BANK REFERENCE: Prosperity Bank

NAME OF BANK OFFICER: Viki Moore

ADDRESS / CITY / STATE / ZIP: 1735 Lake Point Parkway Sugarland, TX 77478

PHONE NO: 281-902-1761

**BIDDER CUSTOMER / CLIENT REFERENCES**

1. COMPANY NAME: Katy Pony Baseball  
ADDRESS: 4702 Katy Hockley Cut-off  
CITY / STATE / ZIP: Katy, TX 77493  
PHONE NO: 281-371-0887  
LENGTH OF CONTRACT: 5 Years  
NAME OF CONTACT: Harold Bennett

2. COMPANY NAME: Schlumberger World Headquarters  
ADDRESS: 1310 Rankin Road  
CITY / STATE / ZIP: Houston, TX 77073  
PHONE NO: 281-639-3365  
LENGTH OF CONTRACT: 27 Years  
NAME OF CONTACT: James Parrino

3. COMPANY NAME: Principle Management Group  
ADDRESS: 11000 Corporate Center Drive  
CITY / STATE / ZIP: Houston, TX 77041  
PHONE NO: 713-329-7100  
LENGTH OF CONTRACT: 5+ Years (Multiple Contracts for Various HOA Communities)  
NAME OF CONTACT: Kristine Thomason



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Maxine Elaine Lewis, Rosalyn D. Hassell, Scott D. Chapman,  
Kevin McQuain, Justin McQuain, Jeanne M. Buchan, Keith M. Illa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

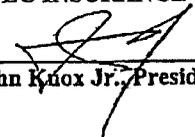
*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

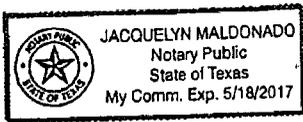
SURETEC INSURANCE COMPANY

By:   
John Knox Jr., President



State of Texas                      SS:  
County of Harris

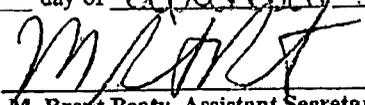
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 17<sup>th</sup> day of September, 2014, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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# CERTIFICATE OF LIABILITY INSURANCE

NRIBR-1

OP ID: IE

DATE (MM/DD/YYYY)

09/16/2014

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

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

<b>PRODUCER</b> Frost Insurance - Houston P O Box 1315 Houston, TX 77251	Phone: 713-388-1250 Fax: 713-388-1238	<b>CONTACT NAME:</b> Sherry Spurlock
		<b>PHONE (A/C, No, Ext):</b> 713-388-1250
		<b>FAX (A/C, No):</b> 713-388-1567
<b>E-MAIL ADDRESS:</b> sspurlock@frostinsurance.com		
		<b>INSURER(S) AFFORDING COVERAGE</b>
		<b>INSURER A :</b> America First Insurance Co.
		<b>INSURER B :</b> Texas Mutual Insurance Co.
		<b>INSURER C :</b>
		<b>INSURER D :</b>
		<b>INSURER E :</b>
		<b>INSURER F :</b>

**INSURED**  
 NRI Brokerage, LLC dba  
 Earth First Landscapes  
 25290 Beckendorff Rd.  
 Katy, TX 77493

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		BKS55873935	03/11/2014	03/11/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> Contractual Liab					PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000	
A	AUTOMOBILE LIABILITY		BA8941483	03/11/2014	03/11/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	USO55873935	03/11/2014	03/11/2015	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TSF0001252051	05/04/2014	05/04/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Bid #2014-14; Seabourne Creek Regional Sports Complex - Grounds Maintenance

**CERTIFICATE HOLDER**

CIROS-1

City of Rosenberg  
 2110 4th St  
 Rosenberg, TX 77471

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**NOTEPAD**

INSURED'S NAME NRI Brokerage, LLC dba

NRIBR-1  
OP ID: IEPAGE 2  
DATE 09/16/14

The General and Auto Liability policies include a blanket automatic additional insured endorsement that provides additional insured status where required by written contract between the named insured and the additional insured that requires such status.

The General & Auto Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the person or organization for whom the named insured has agreed in a written contract that requires such status.

The General Liability policy includes a blanket endorsement providing primary & non-contributory wording to such an additional insured where required by written contract.

General Liability, Automobile Liability and Workers Compensation policies include a blanket automatic 30 day notice of cancellation to certificate holders for any statutorily permitted reason other than non payment of premium. Notice will be mailed to the address shown on the certificate.

Umbrella policy is follow form with underlying coverages of General Liability, Auto Liability and Workers Compensation/Employers Liability.



## 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: NRI Brokerage, Inc. dba Earth First Landscapes

Description of Services: Seabourne Creek Regional Sports Complex Grounds Maintenance

Maximum Contract Amount: \$52,980.00

Length of Contract: One year with the option to extend for an additional one year

Effective Date: October 21, 2014

Expiration Date: October 21, 2015

### 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 Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas 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 terms. The party alleging the default shall give the other party written notice of the default 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. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

(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. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.

E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. 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. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. 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.
- L. 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.
- M. 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.
- N. 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.



**SEABOURNE CREEK REGIONAL SPORTS COMPLEX – GROUNDS MAINTENANCE  
TECHNICAL SPECIFICATIONS  
BID NO. 2014-14**

**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 sports field maintenance services and are licensed by the Texas Department of Agriculture as Certified TPCL License Holder. COPIES OF LICENSES WILL BE REQUIRED WITH 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.

**2.0 SPECIFICATIONS - SPORTS FIELD MAINTENANCE**

- 2.1 Mowing to be complete for four (4) ball fields using an eight (8) blade reel mower at 7/8" two (2) times per week.
- 2.2 Maintain nine (9) pitching mounds to playable condition. Pitching mounds will need to be replaced with clay to prevent divots. Grass encroaching pitching mound circles will need to be removed.
- 2.3 Assist in preventing lip build-up one (1) time per week on each field by using a blower around grass edges.
- 2.4 Monitor and maintain all settings for the irrigation system. The City of Rosenberg will be responsible for any unplanned repairs that have to be done to the irrigation system. Any problems will need to be reported to the City of Rosenberg Parks Director.
- 2.5 Fertilization will be done every six (6) weeks dependent on soil test results. Soil test results will be provided by the Contractor and given to the City of Rosenberg Parks Director.
- 2.6 Pre-emergent herbicide will be done two (2) times per year. Contractor may use dry granular or a spray method of treatment. This will need to be scheduled with the City of Rosenberg Parks Director.
- 2.7 Insect and Fire Ant Control will be done two (2) times per year for the four (4) sports fields. Contractor will schedule with the City of Rosenberg Parks Director.
- 2.8 Apply sixty (60) bags of conditioner to four (4) infields using: Mule Mix 516 conditioner, annually.
- 2.9 Perform aerification 3"- 4" deep with 1/2-3/4" tines, two (2) times per year as specified by

the City of Rosenberg Parks Director.

- 2.10 Blend and force material into aeration holes with mat drag after bi-annual aerification.
- 2.11 Maintain and edge all infields to prevent grass encroaching into the infield.
- 2.12 Post-emergent herbicide will be applied as needed to keep all fields and bullpen areas weed free.
- 2.13 Top dress infields two times per year and outfield as needed.
- 2.14 Verticut fields twice annually.
- 2.15 Pressure wash pitching mound and infield grass edges quarterly.
- 2.16 Repair any holes in the fields and by dugouts.
- 2.17 Add *Red Dog* infield dirt as needed.

### **3.0 METHOD OF OPERATIONS**

- 3.1 The Contractor shall provide a Maintenance Schedule along with an Inspection Report to the City of Rosenberg Parks Director for Complete Sports Field Maintenance. Maintenance will need to be conducted within a Monday – Friday work week, during 7:30 a.m. – 4:30 p.m. for completion.
- 3.2 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.
- 3.3 The Contractor shall provide their 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 their own equipment and the availability, presence and supervision of their employees.
- 3.4 The Contractor is required to have a competent and experienced supervisor/foreman on duty that can speak and understand English, when work is being performed under this Contract.
- 3.5 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 of Rosenberg.
- 3.6 The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

### **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 conflicting with the Maintenance Schedule of the fields. If such suspension occurs, the Contractor shall immediately notify the City of Rosenberg Parks Director.

## **5.0 EQUIPMENT**

- 5.1 The equipment used for maintaining the Sports Fields shall be of sufficient type, capacity and quantity to safely and efficiently perform the work as specified.
- 5.2 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.
- 5.3 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 equipment used at any time throughout the term of the Contract. Should any of the 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 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 inspections of the Sports Fields to assure maximum efficiency regarding the Sports Field Maintenance Contract.
- 6.3 Bidder guarantees service offered will meet or exceed specification identified in this bid invitation.

## **7.0 STORMWATER POLLUTION MANAGEMENT**

- 7.1 The Contractor shall maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.
- 7.2 Contractor shall blow all grass clippings back onto the grass or remove grass clipping from the site. At no time shall the Contractor blow any clippings or debris into any storm sewers.

**III. Special Terms or Conditions.**

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

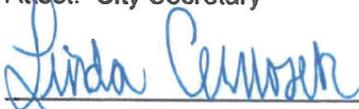
- A. Contractor's Additional Contract Document:
  - 1. Insurance Certificate
  
- B. City's Additional Contract Documents:
  - 1. Technical Specifications and Bid Documents
  - 2. Policy for Bidding Projects

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

**CITY OF ROSENBERG:**

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

Attest: City Secretary

  
\_\_\_\_\_

**CONTRACTOR:**

By:   
\_\_\_\_\_

Title: General Manager - Maintenance

Date: 10/10/2014



## **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 Manager. 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.



# CERTIFICATE OF LIABILITY INSURANCE

NRIBR-1

OP ID: IE

DATE (MM/DD/YYYY)  
09/16/2014

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

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

<b>PRODUCER</b> Frost Insurance - Houston P O Box 1315 Houston, TX 77251	Phone: 713-388-1250 Fax: 713-388-1238	<b>CONTACT NAME:</b> Sherry Spurlock <b>PHONE (A/C, No, Ext):</b> 713-388-1250 <b>FAX (A/C, No):</b> 713-388-1567 <b>E-MAIL ADDRESS:</b> sspurlock@frostinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : America First Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : America First Insurance Co.		INSURER B : Texas Mutual Insurance Co.		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> NRI Brokerage, LLC dba Earth First Landscapes 25290 Beckendorff Rd. Katy, TX 77493															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab			BKS55873935	03/11/2014	03/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8941483	03/11/2014	03/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TSF0001252051	05/04/2014	05/04/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) <b>RE: Bid #2014-13; Park Grounds Maintenance</b>						

**CERTIFICATE HOLDER**

CIROS-1

 City of Rosenberg  
 2110 4th St  
 Rosenberg, TX 77471
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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received as indicated on the bid summary form included in the agenda packet.

The bid summary and proposal were attached for review. A's Camo Cutters submitted the lowest bid in the amount of \$40,000.00. A's Camo Cutters has been the provider for these services for the past two (2) years and continues to perform satisfactorily. A's Camo Cutters is also the current contract holder for the Small Areas Mowing Contract and their work has been satisfactory.

Staff recommends approval of Resolution No. R-1831, awarding Bid No. 2014-13 to A's Camo Cutters, and authorizing the City Manager to negotiate and execute a General Services Contract in the amount of \$40,000.00 for complete parks grounds maintenance to include Brazos, Community, Harwood and Riverbend Parks, for a one (1) year term, with an option to renew at the same price for an additional one (1) year term. Should City Council award Bid No. 2014-13 as recommended, the proposal will serve as Exhibit "A" to Resolution No. R-1831. The contract time is 365 calendar days.

**E. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1832, A RESOLUTION AWARDING BID NO. 2014-14, FOR SEABOURNE CREEK REGIONAL SPORTS COMPLEX GROUNDS MAINTENANCE SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.**

*Executive Summary:* On Wednesday, September 17, 2014, bids were received and opened for the Seabourne Creek Regional Sports Complex Grounds Maintenance Contract. A total of one (1) bid was received as indicated on the bid summary form included in the agenda packet.

The bid summary and proposal were attached for review. NRI Brokerage, Inc., dba Earth First Landscapes submitted a bid in the amount of \$52,980.00. Earth First Landscapes has been contracted through the City for the previous two (2) years and has met all needs of the prior Contract satisfactorily.

Staff recommends approval of Resolution No. R-1832, awarding Bid No. 2014-14 to NRI Brokerage, Inc., dba Earth First Landscapes, and authorizing the City Manger to negotiate and execute a General Services Contract in the amount of \$52,980.00 for Seabourne Creek Regional Sports Complex Grounds maintenance, for a one (1) year term, with an option to renew at the same price for an additional one (1) year term. Should City Council award Bid No. 2014-14 as recommended, the proposal will serve as Exhibit "A" to Resolution No. R-1832. The Contract time is 365 calendar days.

**F. CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF GOLDSHIRE CENTER REPLAT OF COMMERCIAL RESERVE "A-2", A SUBDIVISION OF 4.3943 ACRES OR 191,416 SQUARE FEET OF LAND BEING A REPLAT OF COMMERCIAL RESERVE "A-2" OF GOLDSHIRE CENTER REPLAT OF COMMERCIAL RESERVE "A", RECORDED UNDER FORT BEND COUNTY CLERK'S FILE NO. 20130048, IN THE JAMES LOWERY SURVEY, ABSTRACT NO. 275, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 2 RESERVES.**

*Executive Summary:* The Short Form Final Plat of Goldshire Center Replat of Commercial Reserve "A-2" consists of 4.3943 acres and two (2) commercial reserves. It is a replat of the previous Goldshire Center Replat of Commercial Reserve "A." The Plat is located east of the intersection of Reading Road and FM 1640.

The Plat is adjacent to the recently constructed Stripes and simply proposes to further subdivide existing Reserve "A-2" into two (2) new reserves to accommodate new site development. The development will abut the Stripes site. One of the proposed reserves (Reserve "A-2") is 2.7186 acres while the second proposed reserve (Reserve "A-3") is 1.6757 acres. A portion of Reserve "A-2" falls within the West Fort Bend Management District, as indicated in the Plat. The reserves will have cross access and designated access to FM 1640 per previous easements dedicated in 2007 and in 2013 as noted on the Plat.

There are no issues with the proposed subdivision that conflict with City ordinances. A public hearing was held as required by State law and City ordinance at the September 17, 2014 Planning Commission meeting. The Planning Commission considered this Plat at the same meeting and recommended approval to City Council of the Short Form Final Plat of Goldshire

Center Replat of Commercial Reserve "A-2".

- G. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF SUMMER LAKES SECTION EIGHT, BEING A SUBDIVISION OF 8.574 ACRES OUT OF THE W.M. LUSK SURVEY, A-276 AND THE JANE LONG LEAGUE, A-55, IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 36 LOTS, 2 BLOCKS, 1 RESERVE (0.5214 ACRE).**

**Executive Summary:** The Final Plat of Summer Lakes Section Eight is located off of Lake Commons and Blue Lake Drives in the south central portion of the Summer Lakes development. The Plat consists of 8.574 acres, 36 residential lots, and one (1) reserve containing 0.5 acres.

All proposed lots are a minimum of sixty feet (60') in width as measured at the front building line. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan identifies the area of the Plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots meet these requirements.

The Preliminary Plat of Summer Lakes Section Eight was approved by the Planning Commission on June 18, 2014, and the Final Plat was recommended for approval on September 17, 2014. The Final Plat is not in conflict with any applicable regulations, with the approved Preliminary Plat, or with the Development Agreement for Fort Bend County MUD No. 144. Staff recommends approval of the Final Plat of Summer Lakes Section Eight.

- H. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF SUMMER PARK SECTION TWO, BEING A SUBDIVISION OF 16.498 ACRES OUT OF THE ROBERT E. HANDY SURVEY, A-187, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144): 64 LOTS, 3 BLOCKS, 3 RESERVES (0.6726 ACRE).**

**Executive Summary:** The Final Plat of Summer Park Section Two is located off of Park Place Boulevard in the southwest portion of the Summer Park development. The Plat consists of 16.498 acres, 64 residential lots, and three (3) reserves containing 0.67 acres.

All proposed lots are a minimum of sixty feet (60') in width as measured at the front building line. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan identifies the area of the plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots meet these requirements.

The Planning Commission approved the Preliminary Plat of this subdivision on June 18, 2014, and recommended approval of the Final Plat on September 17, 2014. The Final Plat is not in conflict with any applicable regulations, with the approved Preliminary Plat, or with the Development Agreement for Fort Bend County MUD No. 144. Staff recommends approval of the Final Plat of Summer Park Section Two.

- I. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1866, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AMENDMENT 3 TO: SECURITY SERVICES CONTRACT BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY OF ROSENBERG FOR POLICE SERVICES PROVIDED BY ROSENBERG POLICE OFFICERS.**

**Executive Summary:** Amendment 3 to the Security Services Contract (Contract) with Lamar Consolidated Independent School District (LCISD) is to provide for two additional one-year extensions to the current Contract.

This Contract automatically renewed, effective September 01, 2014, and shall expire on August 31, 2015. LCISD and the City of Rosenberg may, upon mutual consent, extend the Contract for two (2) additional one-year periods upon written request of the City of Rosenberg Police Department presented prior to the expiration of the Contract.

Amendment 3 is included at Exhibit "A" to Resolution No. R-1866. Staff recommends approval of Resolution No. R-1866 as presented.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve all items (Items A-I) on the Consent Agenda. The motion carried by a unanimous vote.

# **ITEM 10**

**Adjournment.**