

NOTICE OF REGULAR COUNCIL MEETING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN REGULAR SESSION OPEN TO THE PUBLIC AS FOLLOWS:

DATE: Tuesday, February 04, 2014
TIME: 7:00 p.m.
PLACE: Rosenberg City Hall
City Hall Council Chamber
2110 4th Street
Rosenberg, Texas 77471
PURPOSE: Regular City Council Meeting, agenda as follows:

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

Invocation and Pledge of Allegiance. (Pastor Frankie Rodriguez, Living Stones Church, Sugar Land)

Presentation of Rosenberg Image Committee Beautification and Renovation Awards. (William Benton, Councilor)

Presentation of the Houston-Galveston Area Council (H-GAC) Parks and Natural Areas Awards 2013 – Honorable Mention for Seabourne Park Ecosystem Restoration Project. (Vincent M. Morales, Jr., Mayor)

Presentation of Certificate of Appreciation to the Coastal Prairie Chapter – Texas Master Naturalists for Their Contributions to the Seabourne Park Ecosystem Restoration Project. (Vincent M. Morales, Jr., Mayor)

GENERAL COMMENTS FROM THE AUDIENCE.

Citizens who desire to address the City Council with comments of a general nature will be received at this time. Each speaker is limited to three (3) minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.

COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

Citizens who desire to address the City Council with regard to matters on the Consent Agenda or Regular Agenda will be received at the time the item is considered. Each speaker is limited to three (3) minutes. Comments or discussion by the City Council Members will only be made at the time the agenda item is scheduled for consideration. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.

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 Regular Meeting Minutes for January 07, 2014. (Cernosek)
 - B. Consideration of and action on Resolution No. R-1749, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Consent to Assignment Agreement relating to the temporary assignment of water under the Brazos River Authority System Water Availability Agreement, by and among the City, Brazos River Authority, and Gulf Coast Water Authority. (Maresh)
 - C. Consideration of and action on Ordinance No. 2014-05, 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 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; and, providing for severability. (Maresh)
 - D. Consideration of and action on a Final Plat of Bonbrook Plantation North Section Nine, a subdivision of 15.118 acres of land situated in the Wiley Martin League, Abstract 56, City of Rosenberg (Partial), Fort Bend County, Texas; 66 lots, 0 reserves, 4 blocks. (Tanner)

- E. Consideration of and action on Ordinance No. 2014-07, an Ordinance amending the Code of Ordinances by deleting Section 16-171 of Article IV of Chapter 16 thereof and substituting therefor a new Section 16-171, providing for definitions; by adding new Sections 16-184 and 16-186, establishing guidelines for aggressive solicitation and providing a penalty; and by renumbering Sections 16-185 and 16-187. (Warren)

REGULAR AGENDA

2. Hear and discuss a presentation regarding a proposed Eagle Scout Project to refurbish a fishing pier in Seabourne Creek Nature Park, and take action as necessary. (McCarthy)
3. Review and discuss an independent analysis report of contact data collected by the Police Department for calendar year 2013, and take action as necessary. (Warren)
4. Consideration of and action on Resolution No. R-1751, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-06 in the amount of \$65,063.00, for the addition of a Public Works Director position.
5. Consideration of and action on Ordinance No. 2014-06, an Ordinance finding and determining that public convenience and necessity no longer require the continued existence of a 0.4821 acre tract being a portion of Carlisle Street as dedicated by the Kaffenberger Addition as recorded in Volume 6, Page 16 of the Map Records of Fort Bend County, Texas, situated in the Henry Scott Survey, Abstract No. 83, Fort Bend County, Texas; and, a parcel containing 0.1469 acre, being all of a called sixteen (16) foot wide alley as dedicated by the Kaffenberger Addition as recorded in Volume 6, page 16 of the Map Records of Fort Bend County, Texas, situated in the Henry Scott Survey, Abstract No. 83, Fort Bend County, Texas; and, containing other provisions relating to the subject. (Tanner)
6. Consideration of and action on Resolution No. R-1731, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Agreement for construction project representation/inspection services, by and between the City and Jones and Carter, Inc., in an amount up to \$100,000.00. (Maresh)
7. Consider motion to adjourn for Executive Session.
8. Hold Executive Session to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code.
9. Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.
10. Review and discuss Summer Park Property Owners' Association assessment fees, and take action as necessary. (Lenzsch/Tanner)
11. Announcements.
12. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

by _____.

Attest:
Christine Krahn, Acting City Secretary

Approved for Posting:
Robert Gracia, City Manager

Approved:
Vincent M. Morales, Jr., Mayor

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

**Presentation of
Rosenberg Image Committee
Beautification and Renovation
Awards**

City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

Be it hereby known to all, that

*Rodney Hardegree
1201 Alamo Street*

have, on this 4th day of February 2014, been recognized for their excellence in renovating this property and for their effort at making this place in the world more appealing, and deserve the recognition and appreciation of the people of this City for their efforts.



Vincent M. Morales, Jr., Mayor



City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

Be it hereby known to all, that

*John and Carol Moore
5914 Homestead Road*

have, on this 4th day of February 2014, been recognized for their excellence in renovating this property and for their effort at making this place in the world more appealing, and deserve the recognition and appreciation of the people of this City for their efforts.



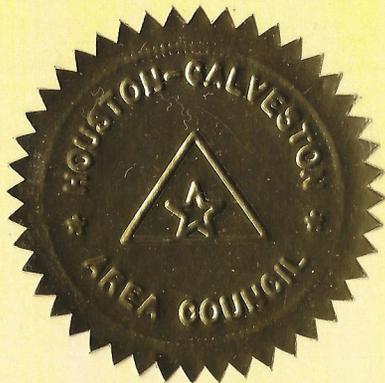

Vincent M. Morales, Jr., Mayor



**Presentation of the Houston-Galveston Area
Council (H-GAC) Parks and Natural Areas
Awards 2013 – Honorable Mention for
Seabourne Park Ecosystem Restoration
Project.**



Parks and Natural Areas Awards 2013



Given to:

City of Rosenberg

for the

Seabourne Park Ecosystem Restoration Project

Honorable Mention in the On-the-Ground Projects \$500,000 and Over Category

January 21, 2014



Houston-Galveston Area Council

November 26, 2013

Darren McCarthy
City of Rosenberg
P.O. Box 32
2110 4th Street
Rosenberg, TX 77471

Dear Mr. McCarthy,

On behalf of the Houston-Galveston Area Council, I am delighted to inform you that Seaborne Park Ecosystem Restoration Project was selected to receive a Honorable Mention in the H-GAC Parks and Natural Areas Awards Competition in the On-the-Ground Projects \$500,000 and over category. The project serves as a model for other projects in the 13-county region and we commend the leadership exhibited by City of Rosenberg and Texas Master Naturalist. Congratulations!

I invite you to attend a reception to honor the award winners on Tuesday, January 21, 2014, at H-GAC in Conference Room B, Second Floor. There will be a brief presentation at the H-GAC Board of Directors meeting with the reception and awards presentation to follow at about 10:45 AM. I hope that you or a representative will be available to accept the certificate.

Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink that reads "Jeff Taebel". The signature is fluid and cursive.

Jeff Taebel, FAICP
Director, Community & Environmental Planning

JT/kp



**Presentation of a Certificate of Appreciation
to the Coastal Prairie Chapter – Texas Master
Naturalists for Their Contributions to the
Seabourne Park Ecosystem Restoration
Project.**

City of Rosenberg CERTIFICATE OF APPRECIATION

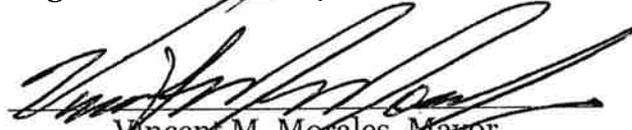
This certificate of appreciation is presented to

Coastal Prairie Chapter – Texas Master Naturalists

In recognition of their hard work and dedication to the Seabourne Park Ecosystem Restoration Project and for their contributions made toward securing an Honorable Mention recognition from the Houston-Galveston Area Council for the Parks and Natural Areas Awards 2013 in the On-the-Ground Projects \$500,000 and Over Category.

It is with gratitude that we award them this Certificate of Appreciation.

Signed on this 4th day of February, 2014


Vincent M. Morales, Mayor
City of Rosenberg, Texas



General Comments from the Audience:

Citizens who desire to address the City Council with comments of a general nature will be received at this time. Each speaker is limited to three (3) minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.

Comments from the Audience for Consent and Regular Agenda Items:

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ITEM 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.

ITEM A

Minutes:

1. **Regular City Council Meeting Minutes – January 07, 2014**

CITY OF ROSENBERG
REGULAR COUNCIL MEETING MINUTES
*****DRAFT*****

On this the 7th day of January, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1
Dwayne Grigar	Councilor, District 3

ABSENT

Susan Euton	Councilor, District 2
Amanda Bolf	Councilor, District 4

STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager
Jeff Trinker	Assistant to the City Manager
Lora Lenzsch	City Attorney
Charles Kalkomey	City Engineer
Joyce Vasut	Finance Director
Lisa Olmeda	Human Resources Director
Matt Fielder	Economic Development Director
Rachelle Kanak	Assistant Economic Development Director
Dallis Warren	Interim Police Chief
Wade Goates	Fire Chief
Travis Tanner	Planning Director
John Johnson	Police Officer
Angela Fritz	Communications Director
Tommy Havelka	Police Officer
Kaye Supak	Executive Assistant

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.

Mayor Morales called the meeting to order at 7:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE.

Reverend Deborah Prihoda, First Assembly of God, Rosenberg, gave the invocation and led the pledge of allegiance to the flag.

GENERAL COMMENTS FROM THE AUDIENCE.

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COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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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 REGULAR MEETING MINUTES FOR DECEMBER 03, 2013.

B. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1743, A RESOLUTION IN SUPPORT OF THE BRAZOS RIVER AUTHORITY APPLICATION FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE FILED WITH THE TEXAS WATER DEVELOPMENT BOARD.

Executive Summary: The Brazos River Authority (BRA) has requested a Resolution of support from cities along the Brazos River for their flood planning assistance grant application to the Texas Water Development Board. Should the grant be awarded to the BRA, a Flood Protection Planning Study would be conducted to identify viable solutions for flood control. The Resolution does not commit the City of Rosenberg to provide any funding towards the study.

Resolution No. R-1743 is being presented to allow City Council the opportunity to support the BRA in their endeavor to identify and enhance flood control options along the Brazos River. Staff recommends approval of Resolution No. R-1743 a presented.

C. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1744, A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL, SECTION 11.00 HOLIDAYS.

Executive Summary: The City of Rosenberg full-time employees currently observes the following paid official holidays:

New Year's Day	Fort Bend County Fair Day
Memorial Day	Thanksgiving Day
Good Friday	Friday following Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Two (2) Personal Days
Any other holidays designated by the City Council	

A survey of other municipalities in our area shows that eighteen (18) of nineteen (19) cities polled offer Christmas Eve as an official paid holiday, Designating one (1) Personal holiday for Christmas Eve would allow full-time employees to observe the following paid official holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve
Independence Day	Christmas Day
Labor Day	One (1) Personal Day
Fort Bend County Fair Day	Any other holidays designated by the City Council

Should City Council approve, Resolution No. R-1744 would amend the Personnel Policies and Procedures Manual, Section 11.00 Holidays as presented.

Mayor Morales moved Consent Agenda Item C to the Regular Agenda to be considered as Item 2A at the request of Councilor Benton.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Items A and B on the Consent Agenda. The motion carried by a unanimous vote of those present.

REGULAR AGENDA

- 2A. ***This item was previously Item C on the Consent Agenda.***
CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1744, A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL, SECTION 11.00 HOLIDAYS.

Executive Summary: The City of Rosenberg full-time employees currently observes the following paid official holidays:

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Good Friday	Christmas Eve
Independence Day	Christmas Day
Labor Day	One (1) Personal Day
Fort Bend County Fair Day	Any other holidays designated by the City Council

Should City Council approve, Resolution No. R-1744 would amend the Personnel Policies and Procedures Manual, Section 11.00 Holidays as presented.

Key discussion points:

- Councilor Benton stated he thinks employees should have off on Christmas Eve to be with their families. He does not feel they need to be penalized for a personal holiday unless Council feels otherwise.
- Councilor McConathy asked what the cost would be for the additional holiday.
- Joyce Vasut, Finance Director stated that police and fire would be paid for working which would

be approximately \$18,000. As proposed tonight, there would be no additional cost and would not affect the FY2014 but would affect FY2015 budget.

- General consensus of Council was to keep the personal holiday and add Christmas Eve as an additional City holiday.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to add Christmas Eve as a paid holiday including the two paid personal holidays. The motion carried by a unanimous vote of those present.

2. **HOLD PUBLIC HEARING CONCERNING THE AMENDMENT OF LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENTS PLAN AND THE IMPOSITION OF IMPACT FEES FOR THE WATER AND WASTEWATER UTILITIES.**

Executive Summary: On November 19, 2013, City Council approved Resolution No. R-1721 calling a public hearing during the Regular City Council Meeting on January 07, 2014, concerning the amendment of land use assumptions and a capital improvements plan and the imposition of impact fees for the water and wastewater utilities. During the November 26, 2013 City Council Workshop, Mickey Fishbeck with Rimrock Consulting, presented the Water/Wastewater Impact Fee Update. A copy of the Water/Wastewater Impact Fee Update is included in your packet with the next Agenda item. The Water/Wastewater Impact Fee Advisory Task Force Committee has submitted a written recommendation to the City Council as required by Chapter 395 of the Local Government Code. A copy of said recommendation was included in the agenda packet. The public hearing is also required by Chapter 395 of the Local Government Code to provide any member of the public the right to appear and present evidence for or against the update.

Upon conclusion of the public hearing, City Council may consider adoption of the updated system wide Water/Wastewater Impact Fee Ordinance No. 2014-01 as the next Agenda item.

Key discussion points:

- John Maresh, Assistant City Manager read the Executive Summary regarding the item.

Mayor Morales opened the public hearing at 7:10:20 p.m. There were no comments. Mayor Morales closed the public hearing at 7:10:39 p.m.

3. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-01, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING EXHIBITS A, B, C, D, AND E AS REFERENCED IN SECTIONS 29-267, 29-268, AND 29-270 OF DIVISION 1, SECTION 29-301 OF DIVISION 2, AND SECTION 29-321 OF DIVISION 3 OF ARTICLE VI OF CHAPTER 29 AND SUBSTITUTING THEREFOR NEW EXHIBITS A, B, C, D, AND E CONCERNING WATER AND WASTEWATER IMPACT FEES; ADOPTING AN UPDATED SERVICE AREA MAP; ADOPTING UPDATED LAND USE ASSUMPTIONS; ADOPTING REVISED MAXIMUM AND EFFECTIVE IMPACT FEES; ADOPTING REVISED WATER AND WASTEWATER IMPROVEMENTS PLANS; PROVIDING FOR CONFLICTS; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.**

Executive Summary: The final step in the process to complete the five (5) year update to the water and wastewater impact fees is the adoption of an Ordinance that includes the updated land use assumptions, capital improvements plan and both the maximum and effective water and wastewater impact fees. The fees are based upon system-wide land use assumptions and would be applied equally to all applicable properties located throughout the City Limits and Extraterritorial Jurisdiction. The fees are based upon living unit equivalents (LUE's) utilizing the water meter size. The Impact Fee Advisory Task Force Committee reviewed the updates as prepared by the consulting team and recommended adoption of the maximum fees in the amounts of \$3,471.27 for water and \$1,234.17 for wastewater, based upon a 5/8" X 3/4" water meter for a LUE. Using the maximum fees, the total fee amount for a single-family residential home using this size water meter would be \$4,705.44. The fees for larger water meters are adjusted upwards based upon a nationally recognized standard that is published by the American Water Works Association (AWWA). A copy of said recommendation was provided in the previous Agenda item for the public hearing. It should also be noted the Effective Impact Fee Schedule included under Exhibit "C" does round down the maximum fee to the nearest dollar, or \$0.50. Therefore, the effective impact fee for water is \$3,471.00 and \$1,234.00 for sewer making the

total amount \$4,705.00 based upon a 5/8" X 3/4" water meter. An impact fee comparison survey from other area cities has also been included in the packet for reference.

The City Attorney has prepared Ordinance No. 2014-01 and staff recommends adoption of the Ordinance as presented.

Key discussion points:

- John Maresh, Assistant City Manager/Utilities Director read the Executive Summary regarding Ordinance No. 2014-01.

Questions/Comments:

- Councilor Benton stated he installed a sprinkler meter at his office in Richmond in the early 2000's and it cost him \$300.00 and he had to pay for the water. They read the meter every month and it cost a minimum of \$20.00 to \$30.00 and the City of Richmond was happy because they picked up another customer.
- He has concern about charging \$3,000 to \$4,000 for residents to add a sprinkler meter in this City. We would be picking up an additional account if we did that and we would make money off of that and the water. On the commercial and new developments but for existing residences he does not see the logic in that.
- John Maresh stated the study is based upon the actual demand on the system. Every time a meter is added whether for residential, commercial or irrigation system that puts additional demand on the water system. We have to be able to supply a minimum amount of water based on TCEQ requirements. It takes well capacity, storage capacity, distribution lines, etc. Those numbers were all used in compiling what those costs will be for those capital improvements; therefore, we have included it for all meters.
- Councilor Benton asked how you can know this if we don't know where we are in our water source. We don't know what the future holds with our water source.
- John Maresh stated we do have the costs of those capital projects. We know if we go with the surface water plant we have a good idea of what those costs will be and looking at other comparable alternate sources we have an idea of what those costs will be and that is what was used to base these fees. That is the best information we have at this time.
- Councilor Benton stated he is not convinced we have to charge households \$4,000 for a sprinkler meter.
- John Maresh stated ultimately that is a Council decision. We know at some point we will have to do those capital improvements and the funds will have to come from some source. One avenue to collect those fees is the impact fees for the individuals that are using them and are putting that demand on the utility. The other source would be issuing debt which the taxpayers would have to pay.
- Councilor Benton asked if there is a deadline that this has to be approved tonight.
- Lora Lenzsch, City Attorney stated it is thirty days (30) from when the public hearing is held. We still have time. There are other considerations. What John is implying is that these rates are including those sprinkler fees. John Maresh stated yes, irrigation fees are included in what is proposed now.
- Councilor Benton stated he would like to hear what Councilor Bolf and Councilor Euton have to say.

Action: Councilor Benton made a motion to table the item until Councilors Bolf and Euton return to get their view.

Further comments:

- Councilor Benton stated that this would still put us in compliance with the thirty days after the public hearing. Other than that, are there any TCEQ deadlines or anything else related to that.
- John Maresh stated the statutory deadline is that thirty day (30) window.
- Councilor Benton stated we could have another public hearing.

- Lora Lenzsch stated yes but we would have to republish it.
- John Maresh stated you start extending that period because when you pass a resolution calling a public hearing there has to be at least thirty days (30) between the date that resolution is approved before you can conduct that public hearing. At that point if you get out too far there is the possibility that someone could challenge those fees since we are beyond that five year window.
- Councilor Benton stated unless we republished for a new public hearing.
- Lora Lenzsch stated seeing there are also provisions that need to have a public hearing within sixty days (60) of the updated plan. The process would start over.
- Councilor McConathy stated that Councilor Bolf and Euton got the same material we did. Did they mention any objections to what we reviewed tonight?
- Councilor Benton stated that Councilor Bolf did but he has not discussed it with Councilor Euton.
- Mayor Morales stated he did not get any information from either one of the Councilors.
- Councilor McConathy asked if the reason for tabling this is just to get Councilor Bolf's opinion as a public record.
- Councilor Benton stated Councilor Bolf and Euton need to be included in the discussion and vote.
- Councilor McConathy stated that Councilor Euton did not have any objections to the agenda. She talked to Councilor Euton.
- Councilor Benton stated we would still be in compliance with the deadline. He does not see why it could not wait until the next meeting in January.

Action: Councilor Pena seconded the original motion to table the item. **Upon voting the motion carried by a vote of 3 to 2 as follows: Yeses: Councilors Benton, McConathy and Pena. Noes: Mayor Morales and Councilor Grigar.**

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1745, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE PHASE I OF THE ROSENBERG BUSINESS PARK IMPROVEMENTS PROJECT, BY AND BETWEEN THE CITY AND IDS ENGINEERING GROUP, IN THE AMOUNT OF \$285,000.**

Executive Summary: Phase I of the Rosenberg Business Park Improvements includes the construction of a road, water, sanitary sewer, and storm sewer infrastructure for approximately 2/3 of the 182-acre tract. IDS Engineering Group (formerly Pate Engineers) has been the engineer for Fort Bend County Municipal Utility District No. 150 (MUD No. 150) since its inception; it should be noted that MUD No. 150 has now been dissolved. IDS Engineering Group has collected topographical and geologic information that would have to be recreated at the City's expense should a different engineering firm be selected. In addition, they have worked with the developer to create the infrastructure cost estimates utilized as the basis for the Development Agreement.

The Professional Services/Engineering Project Review Committee reviewed staff's recommendation of IDS Engineering Group and their scope of work at the November 21, 2013, meeting and unanimously voted to recommend them for this project. Staff recommends approval of Resolution No. R-1745 authorizing the City Manager to negotiate and execute an Agreement for Engineering Design Services for Phase I of the Rosenberg Business Park Improvements with IDS Engineering Group.

Key discussion points:

- Matt Fielder gave an overview of the item regarding Resolution No. R-1745.

Questions/Comments:

- Councilor Benton asked how many phases are in this project.
- Matt Fielder stated two phases.

Action: Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1745, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Agreement for Engineering Design Services for the Phase I of the Rosenberg Business Park Improvements Project, by and between the City and IDS Engineering Group, in the amount of \$285,000. The motion carried by a unanimous vote of those present.

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

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

6. **HOLD EXECUTIVE SESSION FOR CONSULTATION WITH CITY ATTORNEY TO SEEK OR RECEIVE ADVICE ON LEGAL MATTERS REGARDING PENDING OR CONTEMPLATED LITIGATION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held for consultation with City Attorney to seek or receive advice on legal matters regarding pending or contemplated litigation pursuant to Section 551.071 of the Texas Government Code.

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

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 7:59 p.m.

8. **REVIEW AND DISCUSS ELECTRO PURIFICATION, LLC, APPLICATIONS AND AGREEMENT, AND TAKE ACTION AS NECESSARY.**

Executive Summary: This item has been placed on the Agenda to allow City Council the opportunity to consider action as may be deemed appropriate regarding the Electro Purification, LLC, applications and Agreement.

Action: Councilor McConathy made a motion, seconded by Councilor Benton based on the December 02, 2013, report prepared by Intera, Inc., which indicates that although the Electro Purification well project would not create the large amount of subsidence as stated by the Fort Bend Subsidence District, some subsidence will ultimately occur. Therefore, as a result of the current revised Subsidence District rules that state that no subsidence in Fort Bend County is allowed from the pumping of groundwater in an adjacent county, I move that (a) the City of Rosenberg exercises its rights to (i) cancel the City's further obligations under the Memorandum of Understanding with Electro Purification, LLC relating to the water supply project, but not the arrangement relating to payment for certain modeling studies; and (ii) withdraw as a party in the pending proceedings relating to Electro Purification's applications with the Bluebonnet Groundwater Conservation District, and that (b) that the Mayor, City Manager, and their respective designees, be authorized and directed to issue such notices and take any further action as may be required to implement the City Council's decision, including but not limited to consenting to Electro Purification's withdrawal or amendment of the applications pending before the Bluebonnet Groundwater Conservation District. The motion carried by a unanimous vote of those present.

9. **ANNOUNCEMENTS.**

There were no announcements.

10. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 8:04 p.m.

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
B	Resolution No. R-1749 - Temporary Consent to Assignment of the System Water Availability Agreement

ITEM/MOTION

Consideration of and action on Resolution No. R-1749, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Consent to Assignment Agreement relating to the temporary assignment of water under the Brazos River Authority System Water Availability Agreement, by and among the City, Brazos River Authority, and Gulf Coast Water Authority.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds:

Revenue

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1749
2. Dominguez Correspondence – 01-21-14
3. System Water Availability Agreement – 10-18-07
4. Resolution No. R-1617 – 02-19-13
5. Resolution No. R-1479 – 05-01-12
6. Resolution No. R-1326 – 06-07-11
7. Resolution No. R-1311 – 04-19-11
8. City Council Meeting Minute Excerpt – 02-19-13
9. City Council Meeting Minute Excerpt – 05-01-12
10. City Council Meeting Minute Excerpt – 06-07-11
11. City Council Meeting Minute Excerpt – 04-19-11

APPROVALS

Submitted by:

John Maresh
Assistant City Manager

Reviewed by:

Finance Director
 City Attorney
 City Engineer
 Assistant City Manager
 (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

On June 07, 2011, City Council approved Resolution No. R-1326, authorizing the City Manager to execute an Agreement to assign a portion of the City's 2011, 2012, 2013, and 2014 allocations of Brazos River Authority (BRA) surface water supply to the Gulf Coast Water Authority (GCWA) at the same rate paid to the BRA. The assignment is subject to BRA consent on an annual basis. The Temporary Consent to Assignment Agreement has been approved for each of the prior years of 2011 - 2013.

The City's annual allocation of BRA surface water is four thousand five hundred (4,500) acre feet. The Agreement under consideration provides the BRA consent to assign four thousand three hundred eighty (4,380) acre feet for the time period from January 01, 2014, to December 31, 2014.

The GCWA is required to reimburse the City for the assigned water at the same rate charged by the BRA. For FY2014, the BRA rate is \$65.65/acre foot for a total of \$295,425.00. By assigning the surface water allocation to GCWA, the City will be able to recoup approximately \$287,547.00. These dollars will be used to help fund the alternative water supply projects currently under consideration to comply with the Fort Bend Subsidence District mandate to reduce groundwater withdrawals by thirty percent (30%) in 2016.

Staff recommends approval of Resolution No. R-1749, with the Agreement attached as Exhibit "A", as presented.

RESOLUTION NO. R-1749

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A CONSENT TO ASSIGNMENT AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF WATER UNDER THE BRAZOS RIVER AUTHORITY SYSTEM WATER AVAILABILITY AGREEMENT, BY AND AMONG THE CITY OF ROSENBERG, TEXAS, BRAZOS RIVER AUTHORITY, AND GULF COAST WATER AUTHORITY.

* * * * *

WHEREAS, the City has received a request for the assignment of certain Brazos River Authority water allocations from the Gulf Coast Water Authority due to additional needs; and,

WHEREAS, the City approved Resolution No. R-1326 on June 07, 2011, Resolution No. R-1479 on May 01, 2012, and Resolution No. R-1617 on February 19, 2013, authorizing assignment of a portion of the City’s annual allocation of Brazos River Authority water supply; and,

WHEREAS, the City currently has a surplus allocation of surface water available from the Brazos River Authority for the year 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Manager is hereby authorized to negotiate and execute an Agreement relating to the temporary assignment of water under the Brazos River Authority System Water Availability Agreement, by and among the City of Rosenberg, Texas, Brazos River Authority and Gulf Coast Water Authority.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

Vincent M. Morales, Jr., **MAYOR**

CONSENT TO ASSIGNMENT

This Consent to Assignment ("Assignment") is entered into to be effective this ___ day of _____, 2014 ("Effective Date") by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, the City of Rosenberg ("Assignor"), and Gulf Coast Water Authority ("Assignee").

RECITALS

WHEREAS, BRA and Assignor entered into a System Water Availability Agreement ("Agreement") with an effective date of October 1, 2007 whereby BRA agreed to make available and Purchaser agreed to purchase 4,500 acre-feet of raw water per Fiscal Year;

WHEREAS, by letter dated December 19, 2013, Assignor has requested to temporarily assign 4,380 acre feet of water under the Agreement to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, BRA, Assignor, and Assignee agree as follows:

1. The BRA hereby consents to the temporary assignment of 4,380 acre feet of water under the Agreement to the Assignee for the period from January 1, 2014 to December 31, 2014.
2. The Assignee hereby agrees to abide by all of the terms and conditions contained in the Agreement.
3. This Assignment shall in no way relieve Assignor from any of its obligations under the Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF ROSENBERG

By: _____

By: _____

PHIL FORD

Title: **GENERAL MANAGER/CEO**

Title:

ATTEST:

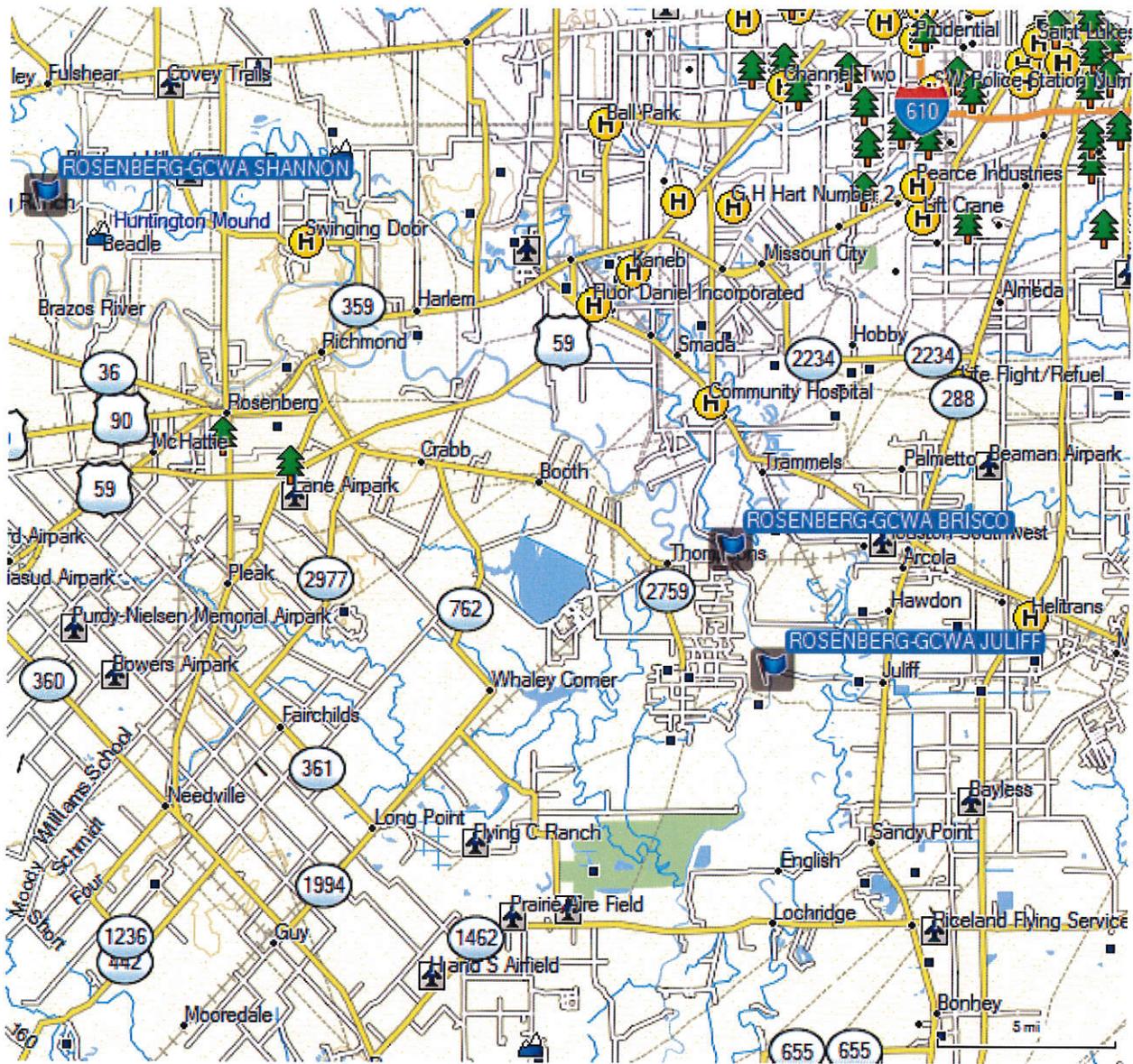
ATTEST:

GULF COAST WATER AUTHORITY

By: _____

Title:

ATTEST:



Assignment: ROSENBERG TO GULF COAST WATER AUTHORITY, 4380-AF (MU)

ID: GCWA-ROSENBERG 14
 SHANNON, N29.64528 W95.90139, HPDT2 RMOT2 (1202), MAIN STEM
 BRISCO, N29.50361 W95.55361, RMOT2 ROST2 (1202), MAIN STEM
 JULIFF, N29.45532 W95.53233, RMOT2 ROST2 (1202), MAIN STEM
 Prepared by M. McCart, Water Services Coordinator, 01/14/2014



Brazos River Authority



January 21, 2014

Mr. John Maresh
Assistant City Manager
City of Rosenberg
P.O. Box 32
Rosenberg, TX 77471-0032

Dear John:

Enclosed please find the temporary amendment to your System Water Availability Agreement which allows you to temporarily assign 4,380 acre-feet of water to Gulf Coast Water Authority.

Please sign and attest, but do not date, the agreement. Return both copies to me and I will have Mr. Phil Ford sign and date them so I can send you back an original copy.

If you have any questions, please call me at (254) 761-3176.

Sincerely,

CATHY DOMINGUEZ
Regional Government & Customer
Relations Manager, Lower Basin

CD:kld
Enclosures

SYSTEM WATER AVAILABILITY AGREEMENT

*Brazos River Authority
P. O. Box 7555
Waco, Texas 76714-7555
(254) 776-1441*



CITY OF ROSENBERG

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN
BRAZOS RIVER AUTHORITY
AND
CITY OF ROSENBERG**

AGREEMENT made and entered into this the 18th day of October 2007, by and between **BRAZOS RIVER AUTHORITY** ("BRA"), a river authority of the State of Texas, and **CITY OF ROSENBERG** ("Purchaser") of Fort Bend County, Texas.

1. RECITALS. BRA owns and operates various lakes in the Brazos River Basin. BRA also has entered into contracts with the United States of America by virtue of which it has obtained the right to utilize for water supply purposes a portion of the usable storage space in various lakes owned and operated by the United States Army Corps of Engineers. BRA is authorized by the State of Texas to store State waters in the lakes owned by BRA and various lakes owned and operated by the United States Army Corps of Engineers in the Brazos River Basin, hereinafter collectively called the "System", and to make such stored waters available for beneficial use.

BRA is authorized to operate the System as a hydrologic unit pursuant to an order of the Texas Water Commission (formerly, Texas Natural Resource Conservation Commission "TNRCC", now Texas Commission on Environmental Quality "TCEQ") issued on July 23, 1964 ("System Operation Order"). The Final Determination of All Claims of Water Rights in the Brazos River Basin and the San Jacinto-Brazos Coastal Basin Maintained by the Brazos River Authority, Fort Bend County W.C.I.D. No. 1 and Galveston County Water Authority ("Final Determination") issued on June 26, 1985, by TCEQ clarified and amplified the System Operation Order. Under the System Operation Order as adjudicated by the Final Determination, BRA is authorized to operate the System as a hydrologic unit to more efficiently utilize the reservoirs that make up the System to make water available to meet the needs of BRA's customers.

Purchaser wishes to contract for BRA to make available 4,500 acre-feet of water per Fiscal Year under the terms of this Agreement pursuant to the System-wide pricing methodology, and BRA agrees to make water available to Purchaser pursuant to the terms and conditions herein provided.

2. DEFINITIONS.

- a) The term "Agreement" means this agreement.
- b) The term "Annual Contracted Amount" shall mean the total volume, expressed in acre-feet per Fiscal Year, which BRA agrees to make available and Purchaser agrees to purchase. For this Agreement, the amount is 4,500 acre-feet.
- c) The term "BRA" shall mean Brazos River Authority.

- d) The term "Board" shall mean the Board of Directors of Brazos River Authority.
- e) The term "Budgeted Cost of Service" shall mean all reasonable economic requirements to develop, operate, maintain, protect and/or expand the System. Specific costs include, but are not limited to, personnel, operations, capital, infrastructure, financing, administration and overhead.
- f) The term "Fiscal Year" shall mean BRA's fiscal year from September 1 through August 31, or such other annual fiscal year period as BRA may later determine.
- g) The term "Industrial Use" shall mean the use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, including commercial feedlot operations, commercial fish production, and the development of power by means other than hydroelectric.
- h) The term "Irrigation Use" shall mean the use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.
- i) The term "Mining Use" shall mean the use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.
- j) The term "Municipal Use" shall mean the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways.
- k) The term "Overuse" shall mean withdrawal or release of water in excess of the amount contracted.
- l) The term "Purchaser" shall mean City of Rosenberg.
- m) The term "Reuse" shall mean the use of any portion of any of the water sold hereunder that remains unconsumed after the water is used for the purpose authorized herein.
- n) The term "System" shall mean BRA's Water Supply System and shall include the BRA's facilities, infrastructure and properties insofar as they are related to making water available from the BRA together with all future extensions, improvements, enlargements, and additions to and replacements of the System, and all replacements thereof whether from surface water supplies, groundwater, or a combination thereof, unless specifically excluded from the System by resolution of the Board.
- o) The term "System Operation Order" shall mean that certain order of the TCEQ or its predecessor dated July 23, 1964, as adjudicated by order of the TCEQ or its predecessor on June 26, 1985, in the Final Determination of all Claims of Water Rights in the Brazos River Basin and the San Jacinto-Brazos Coastal Basin Maintained by the Brazos River Authority, Fort Bend County W.C.I.D. No. 1 and Galveston County Water Authority.
- p) The term "System Rate" shall mean the rate per acre-foot of water established by BRA from time to time under the system-wide pricing methodology for water made available to Purchaser from the System under this Agreement.

3. EFFECTIVE DATE. The effective date of this Agreement is **October 1, 2007.**

4. AVAILABILITY OF WATER. While this Agreement remains in force, BRA agrees to make available to Purchaser for withdrawal from the System an amount of water not to exceed the Annual Contracted Amount. Such water will be withdrawn

from the System and accounted for by BRA as provided by the System Operation Order, as modified by the Final Determination. Purchaser agrees that it is contracting to have water made available to it in amounts and at such times and locations as are provided for herein and that the water to be provided under this Agreement is subject to local availability. Purchaser acquires no property right in the water made available to it under this Agreement beyond the right to have the water made available to it for diversion and use under the terms of this Agreement. BRA agrees to make water available from the System, and Purchaser acquires no rights or interests in any of the water supply sources that comprise the System above and beyond those rights that accrue to it as a customer of the System under this Agreement. Purchaser represents, and BRA relies on such representation, that all water to be made available by BRA under this Agreement to Purchaser shall be used solely for municipal purposes. Utilization of water supplied under this agreement for other purposes shall be deemed a breach of contract and grounds for termination of contract.

5. DATE AND PLACE OF PAYMENTS. Payments to be made hereunder shall be made at BRA's office in Waco, McLennan County, Texas. BRA contemplates that by the first day of each Fiscal Year (currently September 1) it will have adopted budgets for BRA for said Fiscal Year and established the System Rate for said Fiscal Year. Payments for water made available each Fiscal Year may be made under one of three payment options from which Purchaser will select at the beginning of each Fiscal Year. Annual payments shall be made on or before September 15 of each year. Quarterly payments shall be made on or before September 15, December 15, March 15, and June 15 of each year. Monthly payments shall be made on or before the fifteenth of each month each year. Quarterly payments or monthly payments shall include a multiplier to be applied to the annual payment to allow BRA to recover interest lost on any unpaid balance plus a service charge for administrative costs, including but not limited to costs involving the billing, accounting, and collecting for the quarterly or monthly payments. The multiplier to recover lost interest revenue and the service charge for administrative costs shall be determined on an annual basis using the method approved by the Board and shall be just and reasonable. Because the effective date of this Agreement is **October 1, 2007**, the amount of water available to Purchaser and the payment owed by Purchaser will be prorated for the remaining **eleven (11) months** of Fiscal Year 2008.

If, in accordance with Section 6b) of this Agreement, BRA increases the payment due from Purchaser during a Fiscal Year, it shall notify Purchaser of any increased amount of payment due for the remainder of the Fiscal Year and the increased amount shall be paid by Purchaser (i) within 30 days after receipt of notice of the increase if Purchaser has already paid all amounts otherwise due to BRA for such Fiscal Year, or (ii) in approximately equal installments added to any further installment amounts owed by Purchaser for the remainder of such Fiscal Year if Purchaser has selected a payment option which resulted in Purchaser still having payments due to BRA during the remainder of such Fiscal Year.

6. UNCONDITIONAL NATURE OF PAYMENT OBLIGATION; PRICE.
a) Purchaser unconditionally agrees to pay BRA annually for the water agreed to be made available to Purchaser hereunder at a price equal to the product of

multiplying the System Rate times the Annual Contracted Amount regardless of whether the full Annual Contracted Amount of water is diverted and used by Purchaser.

b) The System Rate shall be established annually by the Board; it shall be calculated by utilizing a Budgeted Cost of Service basis considering the water supply System costs and the acre-feet of long term water sold under contract; and it shall be just reasonable and non-discriminatory. Purchaser shall be provided 15 days notice of the proposed amount and the meeting date at which the System Rate shall be established and shall be provided an invoice before the payment is due and payable. The System Rate has been established by the Board at a rate of \$54.50 per acre-foot of water agreed to be made available annually to Purchaser for the current Fiscal Year. BRA shall not increase the System Rate other than on a Fiscal Year basis, which determines the system rate for the following Fiscal Year under this Agreement, except for unforeseeable reasons of a serious or substantial nature. Such reasons include Force Majeure, government legislation or regulations, or permit requirements.

7. SOURCE OF PAYMENTS. The payments to be made hereunder by Purchaser shall constitute operating expenses of Purchaser's water works system or Purchaser's combined water works and sewer system. Purchaser shall charge rates for services of its water works system or its combined water works and sewer systems that will be sufficient to pay the operating and maintenance expenses thereof, including the payments provided for hereunder, and the interest on and principal of, as the same come due and mature, obligations issued by Purchaser now or hereafter payable from the revenues of said system or systems.

8. INTEREST ON PAST DUE PAYMENT. In the event of failure of Purchaser to make any payment to BRA provided to be made in this Agreement at the time when same shall be due, the past due payment shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year.

9. REMEDIES FOR NONPAYMENT OR DEFAULT. Should Purchaser fail to make any payment to BRA when due hereunder or otherwise be in default under this Agreement, BRA at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect to either (i) suspend its duty to make available water to Purchaser under this Agreement or (ii) terminate this Agreement, by providing written notice of such termination delivered to Purchaser on or before 30 days before the date specified in said notice of termination, provided that the nonpayment or other default with respect to which notice of termination of this Agreement has been given, shall not be cured by the date specified in such notice. Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

10. REMEDIES FOR OVERUSE. Purchaser recognizes that any diversion of water in excess of its Annual Contracted Amount may impact BRA's ability to make available water to BRA's other raw water customers. Purchaser agrees that if for any reason it needs to exceed the Annual Contracted Amount, Purchaser will give written notice to BRA 30 days in advance of the need for such additional water and in such

notice will state the reason for the additional need, the amount of water needed to be made available, and the duration of the need. BRA, in its sole discretion, may make all or a portion of the requested water available. Nothing contained herein shall obligate the BRA to provide water in excess of the Annual Contracted Amount nor should Purchaser rely on additional water being made available in excess of the Annual Contracted Amount except as approved by BRA under the terms stated herein.

In the event that BRA determines that it can make all or a portion of the requested water available without adversely impacting its ability to make water available to its other customers, Purchaser shall pay for such water to be made available in advance of diversion at a rate that is equal to twice the current System Rate.

In the event Purchaser fails to notify BRA of its need for additional water to be made available, and exceeds the Annual Contracted Amount or should Purchaser, after notification of BRA and BRA's determination that additional water is not available for Purchaser's use, nonetheless exceeds the Annual Contracted Amount, BRA may, at its option, charge the Purchaser for the overuse at a rate of three times the System Rate and/or cancel this Agreement by providing written notice of such cancellation delivered to Purchaser on or before thirty (30) days before the date specified in said notice of cancellation.

In the event Purchaser uses water in excess of its Annual Contracted Amount twice in any five-year period, BRA may, if such additional water can be made available on a long-term basis, cause this Agreement to be amended to increase the Annual Contracted Amount to the maximum total annual amount requested by Purchaser in any one Fiscal Year. Such Amendment shall not excuse Purchaser from paying for any water used in excess of the amount agreed to be made available under this Agreement prior to amendment of this Agreement at the appropriate rate under the paragraph above. Following any such amendment, Purchaser shall pay for all water to be made available to Purchaser under this Agreement and such amendment at the System Rate.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

11. DIVERSION RATE.

a) At least seven (7) working days before it shall desire to divert water agreed to be made available pursuant to this Agreement, Purchaser shall notify BRA of the date on which it desires to start pumping water at the diversion point, the minimum number of days it will continue pumping, and the rate at which it desires to pump. BRA shall make releases of water from System at such times and in such amounts as will make water available for Purchaser to pump water continuously at the diversion point(s) at the rate thus specified without violation of water rights of others. When Purchaser shall desire to discontinue pumping or to change the rates at which it shall be able to pump water continuously at the diversion point(s), it shall notify BRA at least two (2) working days in advance of the date on which pumping is to be discontinued or on which the rate at which it is to be able to pump is to be changed, specifying in said

notice the rate at which it desires to be able to pump continuously thereafter, and BRA shall discontinue releases or appropriately modify the releases made by it so as to make water available for Purchaser to pump continuously at the new rate, beginning on the date specified in said notice. Notices under this Section 11.a, Diversion Rate, may be given by telephone but must be confirmed in writing within two (2) days.

b) The pumping rates specified in the notices given under provisions of Section 11.a, above, shall be expressed in cubic feet per second (cfs).

c) The number of days for which pumping will continue, as specified in notices given under provisions of Section 11.a, above, shall be at least five (5) days.

d) The quantities of water agreed to be made available by BRA to Purchaser under this Agreement shall be determined as follows: convert the release rate from System made to allow Purchaser to pump at the rate requested under Section 11.a, above, from cfs to acre-feet per day (by multiplying the number of cfs by 1.9835), then multiply the converted release rate by the number of days for which Purchaser shall have indicated in notices given under Section 11.a, above, that it desires to pump continuously at such rates. When the total quantity of water released from System for pumping by Purchaser during any Fiscal Year, as computed in accordance with the preceding sentence, equals the Annual Contracted Amount, except as allowed by BRA pursuant to Section 10 of this Agreement, Purchaser shall have no further right hereunder to call on BRA to make water available and BRA shall have no further obligation hereunder to make water available to Purchaser during the remainder of such Fiscal Year.

12. WITHDRAWAL FACILITIES. The provision of facilities for diversion of the water agreed to be made available by BRA to Purchaser hereunder shall be solely the responsibility of Purchaser. Where applicable, BRA may allow the construction of such facilities on and across BRA land, subject to the conditions that the design and location of such facilities are approved by BRA, that Purchaser prepare and furnish all documents necessary for approving the easement, and that Purchaser operate the facilities located on BRA land in a manner acceptable to BRA. At the termination of this Agreement, all facilities must be removed and the land restored to its original condition in a manner acceptable to BRA. Upon execution of this Agreement, the BRA and the Purchaser shall agree on a point of diversion which shall be attached hereto in the form of a map as Exhibit. Any Subsequent change of the point of diversion must be approved in writing by the BRA.

13. METERING. Purchaser agrees that, at its sole cost and expense, it shall own, install, operate and maintain meters for the accurate measuring of all water diverted by Purchaser under this Agreement in order to aid BRA in accurately reporting water usage to the TCEQ as required by applicable law or regulation. Such meter or meters shall be tested and calibrated for accuracy by and at the expense of Purchaser once each Fiscal Year at intervals of approximately 12 months, and a report of such test and calibration shall be furnished to BRA. BRA shall be given at least two prior days notice of the time of any test and calibration of Purchaser's meters, or any of them, and BRA shall have the right to have a representative present at each test to observe the test and any adjustments found thereby to be necessary. BRA shall have the right to inspect and check the accuracy of Purchaser's meter or meters at any time during usual business hours after not less than one nor more than five (5) days notice. In the event

any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon demand of BRA, the expense of such test to be borne by BRA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings within 5% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of 5% of accuracy, plus or minus), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back 180 days from the date of the initial BRA demand for meter testing, and the records of readings shall be adjusted accordingly. Following each test of a meter, Purchaser shall cause the same to be calibrated to register accurately.

14. REPORTING. Purchaser agrees that it will keep accurate records of the daily readings from the meter or meters installed pursuant to Section 13., Metering, above. These records shall be subject to inspection by BRA at reasonable times and places. Purchaser shall submit reports to BRA by the 10th day of each month showing the amount of water diverted under this Agreement each day during the preceding month. Failure to comply with this reporting requirement will be deemed a breach of this Agreement and may result in termination of Agreement.

15. SYSTEM EXPANSION. Purchaser and BRA understand that BRA may desire to make water available to other customers in a manner or in an amount which may necessitate expansion or enlargement of or additions to the System and that in connection with any such expansion, enlargement or addition, BRA will incur additional costs. The reasonable costs incurred by BRA related to such expansion, enlargement, or addition shall be costs of the System.

16. CONSERVATION OF WATER. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation. Purchaser agrees to abide by the "Brazos River Authority Drought Contingency Policy" adopted by the Board on January 16, 1989, or any subsequent Drought Contingency Policy duly adopted by the Board and any Drought Contingency Plans developed under the Drought Contingency Policy. If required by applicable law or regulation or by BRA, Purchaser agrees to implement a water conservation and drought management program in accordance with a water conservation plan and that the water made available and diverted by Purchaser pursuant to this Agreement will be used in accordance with such conservation plan. If required by applicable law or regulation Purchaser agrees that, in the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to water conservation shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation program in compliance with such applicable law or regulation.

17. WATER QUALITY. As a further condition of this Agreement, Purchaser also agrees that it will comply with applicable water quality standards of the State in the diversion, use, or discharge of water made available hereunder. Should Purchaser be determined by any competent legal authority to have degraded the quality of water of the State or to have violated any water quality standard established by law or lawfully adopted regulation, and subsequently fail to take action with reasonable diligence to correct such deficiency as directed by competent legal authority, such failure shall constitute breach under this Agreement and may result in termination of this Agreement.

BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water quality protection. If required by applicable law or regulation, Purchaser agrees to implement appropriate water quality protection measures including, without limitation, a non-point source water pollution abatement program in accordance with a non-point source water pollution abatement plan.

18. WATER SURPLUS TO PURCHASER'S NEEDS. Purchaser may not unilaterally cancel this Agreement or reduce the amounts of water agreed to be made available to it and for which availability it is obligated to pay under the terms of Sections 4., 6., and 10. above. Purchaser may not sell or make available to others the water agreed to be made available to it under this Agreement, except in the case of municipal uses, as potable treated water. However, should Purchaser determine that it has water surplus to its anticipated needs from the water to be made available by BRA under this Agreement, Purchaser may notify BRA as to the amount of water no longer needed to be made available to it. BRA will use reasonable efforts to find a third party who is able and willing to pay for such availability for a period to the end of or beyond the term of this Agreement. If BRA is successful in finding such a third party suitable to it to acquire Purchaser's interest in its available surplus for a period of time to the end of or beyond the term of this Agreement, this Agreement will be amended to reduce the amount of water to be made available to Purchaser by the amount of availability paid for by such third party, and Purchaser will be relieved of the obligation to make payments for such availability of water.

19. REUSE. All rights to reuse treated wastewater effluent or untreated water made available under this Agreement that is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water ("Reuse Water") shall remain with the BRA. Purchaser may not use, sell, or make available to others, any form of Reuse Water without the express written consent of the BRA. However, Purchaser may directly reuse treated wastewater effluent or untreated water provided that such water has not been previously disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

20. INTERBASIN TRANSFER. Water made available under this Agreement shall not be transferred or used outside of the Brazos River Basin unless Purchaser obtains the express written consent of BRA and obtains all required governmental approvals.

21. SHORTAGES AND YEARLY REPORTS. BRA makes no guarantee that any lakes or other sources of supply in the System will be maintained at any specific level at any particular time. Purchaser bears all transportation losses prior to final diversion. It is fully understood by the parties hereto that the level of lakes or other sources of supply in the System will vary as a result of weather conditions beyond the control of BRA, the use of water from the System by other water customers of BRA, and in Federal Reservoirs, as a result of releases made by the U.S. Army Corps of Engineers and that this instrument is merely an agreement to require BRA to make available water when and if water is present in the System, and to allow Purchaser to make withdrawals of the water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with BRA's water rights from the TCEQ and the System Order.

BRA covenants that it will use its best reasonable efforts in accordance with accepted hydrological engineering practices to provide the quantities of water agreed to be provided herein. In the event of a drought of greater severity than that previously experienced, or if for any other reason water in the System becomes in short supply, BRA agrees, and Purchaser covenants, that BRA may fairly and equitably apportion and ration the available water supply from the System among all its several customers, including Purchaser. Purchaser herein acknowledges that it shall hold BRA harmless from any and all liability, damages, claims or actions which may exist as a result of shortages of water to be made available.

22. OPERATION OF SYSTEM; BRA'S OTHER CONTRACTS. The right of BRA to maintain and operate the System and at any and all times in the future to impound, release and make available waters therefrom in any lawful manner and to any lawful extent BRA may see fit is recognized by Purchaser; and, except as otherwise provided herein, there shall be no obligation hereunder upon BRA to pump or not pump, store or not to store, or to release and make available or not to release or make available any waters at any time or to maintain any waters at any specified level or to operate the System in any manner not in compliance with applicable laws or regulations, BRA's water rights and System Operation Order. BRA may enter into agreements with other parties regarding the System, including its operation and maintenance and the storage, release and making available water therefrom. BRA makes no representation as to the quality of the water in the System.

23. FORCE MAJEURE. Notwithstanding anything herein to the contrary, neither party hereto shall be under any liability or be deemed in default with respect to its obligations under this Agreement for any failure to perform or for delay in performing such party's obligations hereunder (except for the obligation to pay money) where such failure or delay is due to force majeure, while and to the extent that such performance is prevented by such cause. The term force majeure means acts of God, fire, storm, flood, war, terrorist activity, riots, sabotage, drought, lack of availability of water due to sedimentation, low inflows of water to, or lack of water supply in the System, strikes or other differences with labor (whether or not within the power of the parties to settle same), decrees or orders of the courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such party and not due to

negligence of such party. Each party shall use due diligence to resume performance of any obligation suspended by force majeure at the earliest practicable time.

24. WAIVER. Any waiver at any time by any party of its rights with respect to default or any right granted under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

25. NOTICES AND CERTIFICATIONS. Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by mailing certified mail, postage paid, return receipt requested, or hand delivered, to the respective parties at the following addresses:

BRA: Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555
Telephone: (254) 761-3100
Fax: (254) 761-3207

Purchaser: City of Rosenberg
2110 Fourth Street
Rosenberg, Texas 77471
Telephone: 832-595-3310
Fax: 832-595-3311

Either party may change its address as shown above by written notice to the other party.

26. OTHER REQUIREMENTS. This Agreement is subject to all conditions, provisions, and limitations included in BRA's water rights from the applicable State agency and the System Operation Order. Further, this Agreement is subject to all applicable Federal, State and local laws, and any applicable ordinances, rules, orders and regulations of any local, State or Federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority.

27. SEVERABILITY. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

28. TERMINATION. This Agreement may be terminated by either party for material breach of the terms of this Agreement or as provided herein. Upon receipt of notice of termination by BRA, the Purchaser shall immediately discontinue all diversions of use of water made available hereunder.

29. INDEMNITY/HOLD HARMLESS CLAUSE. The Purchaser shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold BRA harmless from any and all liability or damages resulting from failure to do so. In addition, the Purchaser agrees to keep, save and hold BRA harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against BRA, its' officials, officers, and employees in consequence of this Agreement or for any negligent act or omission of the Purchaser related to the provision of water made available under this Agreement or that may result from the carelessness or lack of skill of the Purchaser or the Purchaser's agents, subconsultant, or employees.

30. ASSIGNMENT. This Agreement may be assigned by BRA at its discretion. This Agreement may be assigned by Purchaser only with the written consent of BRA. Assignment of a portion of the water made available to Purchaser, or any assignment which requires change in diversion location, type of use or change in the service area must be authorized under Section 18., Water Surplus to Purchaser's Needs, or as stated above.

31. CANCELLATION OF NONPAYMENT. Should Purchaser fail to make any payment to BRA when due hereunder, BRA may cancel this Agreement by written notice of such nonpayment and statement of BRA's election to cancel this Agreement by reason thereof delivered to Purchaser on or before 30 days before the date specified in said notice for cancellation, provided that the nonpayment with respect to which notice has been given shall not be cured by the date thus specified in such notice.

32. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date, Section 3., and shall end on August 31, 2050. This Agreement shall be extended thereafter at the written request of Purchaser under the terms and conditions of BRA's standard long-term water availability contract at that time for so long as, and to the extent that, BRA continues to have the right and ability to make available the amount of water to be made available to Purchaser hereunder. The amount of water to be made available under any extension of this Agreement may be pro rated to account for loss of System yield over time.

CITY OF ROSENBERG

By *Joe M. Gurecky*
Joe M. Gurecky
Mayor



BRAZOS RIVER AUTHORITY

By *Phillip J. Ford*
Phillip J. Ford
General Manager/CEO

ATTEST:

Lina Russell

RESOLUTION NO. R-1617

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A CONSENT TO ASSIGNMENT AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF WATER UNDER THE BRAZOS RIVER AUTHORITY SYSTEM WATER AVAILABILITY AGREEMENT, BY AND AMONG THE CITY OF ROSENBERG, TEXAS, BRAZOS RIVER AUTHORITY, AND GULF COAST WATER AUTHORITY.

* * * * *

WHEREAS, the City has received a request for the assignment of certain Brazos River Authority water allocations from the Gulf Coast Water Authority due to additional needs; and,

WHEREAS, the City approved Resolution No. R-1326 on June 07, 2011, and Resolution No. R-1479 on May 01, 2012, authorizing assignment of a portion of the City's annual allocation of Brazos River Authority water supply; and,

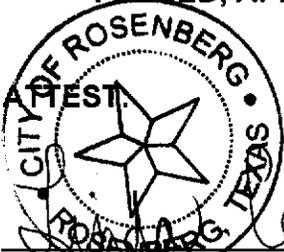
WHEREAS, the City currently has a surplus allocation of surface water available from the Brazos River Authority for years 2013, and 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

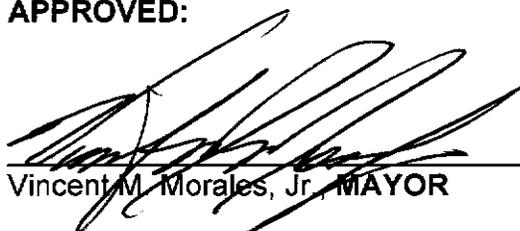
Section 1. The City Manager is hereby authorized to negotiate and execute an Agreement relating to the temporary assignment of water under the Brazos River Authority System Water Availability Agreement, by and among the City of Rosenberg, Texas, Brazos River Authority and Gulf Coast Water Authority.

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

PASSED, APPROVED, AND RESOLVED this 19th day of February 2013.



Linda Gethousek, CITY SECRETARY

APPROVED:

Vincent M. Morales, Jr., MAYOR

CONSENT TO ASSIGNMENT

This Consent to Assignment ("Assignment") is entered into to be effective this ____ day of _____, 2013 ("Effective Date") by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, the City of Rosenberg ("Assignor"), and Gulf Coast Water Authority ("Assignee").

RECITALS

WHEREAS, BRA and Assignor entered into a System Water Availability Agreement ("Agreement") on October 18, 2007 whereby BRA agreed to make available and Purchaser agreed to purchase 4,500 acre-feet of raw water per Fiscal Year;

WHEREAS, by letter dated January 4, 2013, Assignor has requested to temporarily assign 4,380 acre feet of water under the Agreement to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, BRA, Assignor, and Assignee agree as follows:

1. The BRA hereby consents to the temporary assignment of 4,380 acre feet of water under the Agreement to the Assignee for the period from February 1, 2013 to December 31, 2013.

2. The Assignee hereby agrees to abide by all of the terms and conditions contained in the Agreement.

3. This Assignment shall in no way relieve Assignor from any of its obligations under the Agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF ROSENBERG

By: _____
PHIL FORD

By: _____

Title: **GENERAL MANAGER/CEO**

Title:

ATTEST:

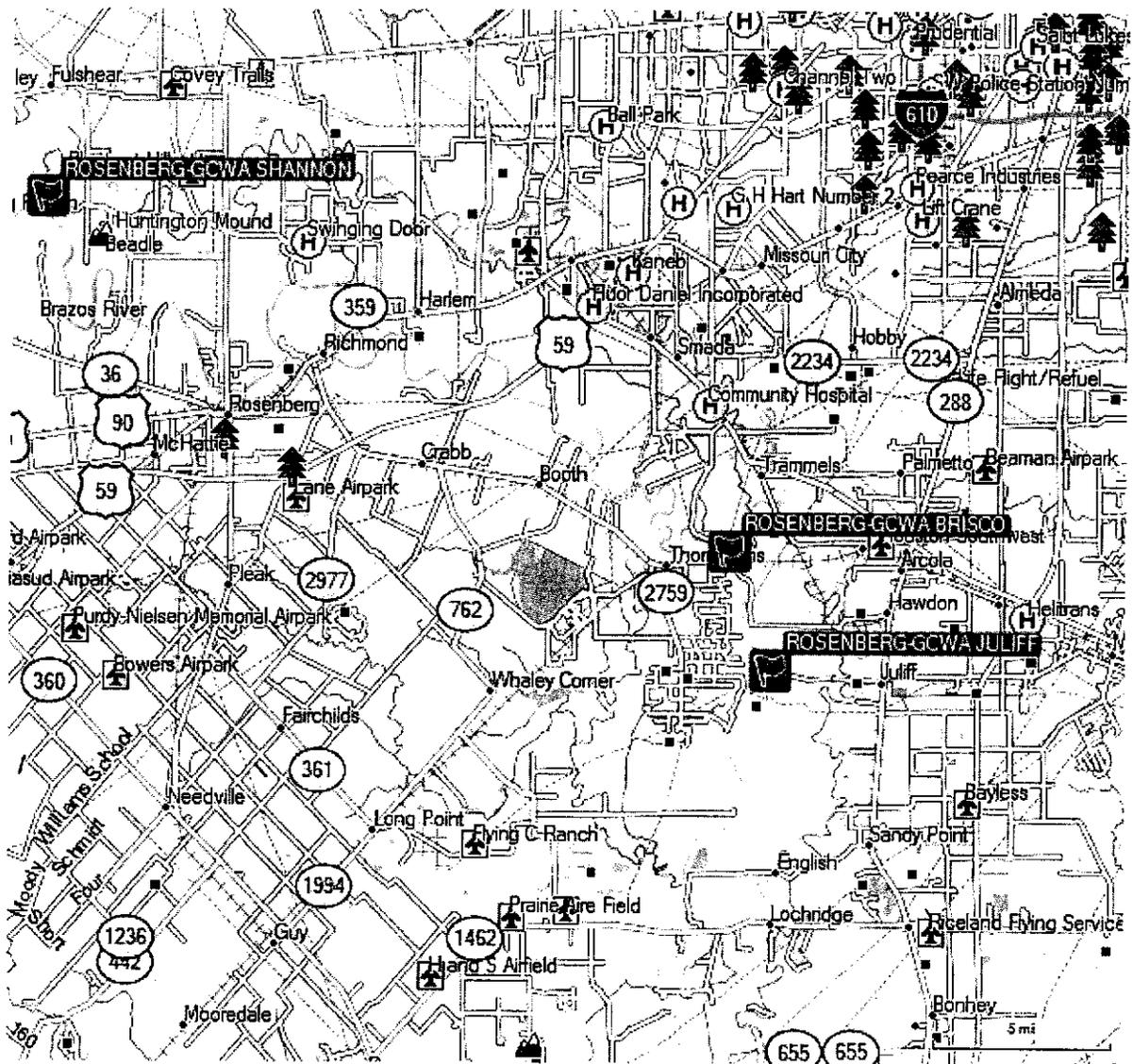
ATTEST:

GULF COAST WATER AUTHORITY

By: _____

Title:

ATTEST:



Assignment: ROSENBERG TO GULF COAST WATER AUTHORITY, 4380-AF (MU)

ID: GCWA-ROSENBERG 13
 SHANNON, N29.64528 W95.90139, HPDT2 RMOT2 (1202), MAIN STEM
 BRISCO, N29.50361 W95.55361, RMOT2 ROST2 (1202), MAIN STEM
 JULIFF, N29.45532 W95.53233, RMOT2 ROST2 (1202), MAIN STEM

Prepared by M. Summers, Water Services Coordinator, 12/27/12

RESOLUTION NO. R-1479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN AGREEMENT RELATING TO THE TEMPORARY AMENDMENT TO THE SYSTEM WATER AVAILABILITY AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND BRAZOS RIVER AUTHORITY.

* * * * *

WHEREAS, the City has received a request for the assignment of certain Brazos River Authority water allocations from the Gulf Coast Water Authority due to additional needs; and,

WHEREAS, the City approved Resolution No. R-1326 on June 07, 2011, authorizing assignment of a portion of the City's 2012 allocation of Brazos River Authority water supply; and,

WHEREAS, the City currently has a surplus allocation of surface water available from the Brazos River Authority for years 2012, 2013, and 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Manager is hereby authorized to negotiate and execute an Agreement relating to the Temporary Amendment to the System Water Availability Agreement, by and between the City of Rosenberg, Texas, and Brazos River Authority.

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

PASSED, APPROVED, AND RESOLVED this 1st day of May 2012.

ATTEST:

APPROVED:


Linda Cornosek, CITY SECRETARY


Vincent M. Morales, Jr., MAYOR

**TEMPORARY AMENDMENT TO THE SYSTEM
WATER AVAILABILITY AGREEMENT**

This Temporary Amendment to the System Water Availability Agreement ("Amendment") is entered into to be effective as of the date last executed below ("Effective Date") by and between the Brazos River Authority ("BRA"), a river authority of the State of Texas, and the City of Rosenberg, Texas ("Purchaser").

RECITALS

WHEREAS, BRA and Purchaser entered into a System Water Availability Agreement on October 18, 2007, whereby BRA agreed to make available and Purchaser agreed to purchase 4,500 acre-feet of raw water per Fiscal Year (the "SWAA"); and

WHEREAS, Purchaser has requested to temporarily assign 4,380 acre-feet of the water made available under the SWAA for Fiscal Year 2012 to Gulf Coast Water Authority ("GCWA"); and

WHEREAS, BRA hereby consents to this assignment in accordance with Sections 18 and 30 of the SWAA; and

WHEREAS, to facilitate this assignment, Purchaser requires additional diversion points from which GCWA may access water made available under the SWAA and the ability for GCWA to use water made available under the SWAA for industrial or irrigation purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, BRA and Purchaser agree as follows:

AGREEMENT

1. Until the date this Amendment terminates, as given below, GCWA may divert and use up to 4,380 acre-feet of the water made available to Purchaser under the SWAA for Fiscal Year 2012.
2. GCWA shall be allowed to divert the water assigned by Purchaser at the locations shown on Exhibit "A", attached hereto and incorporated by reference herein.
3. In Section 4 of the SWAA, the words "Industrial or Irrigation" shall be added after the word "Municipal".
4. This Amendment shall in no way relieve Purchaser from any of its obligations under the SWAA. Additionally, Purchaser shall contractually require GCWA to comply with all the terms and conditions of the SWAA and shall be liable for any breach on the part of GCWA.
5. This Amendment shall terminate on August 31, 2012. Upon termination, this Amendment shall no longer be of any force or effect, and the terms and conditions of the SWAA shall be as they were prior to the execution of this Amendment.

This Amendment shall be deemed a part of the SWAA and shall be binding on the parties. Except as amended herein, the terms and conditions of the SWAA remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

CITY OF ROSENBERG

By: _____
PHIL FORD

By: _____

Title: **GENERAL MANAGER/CEO**

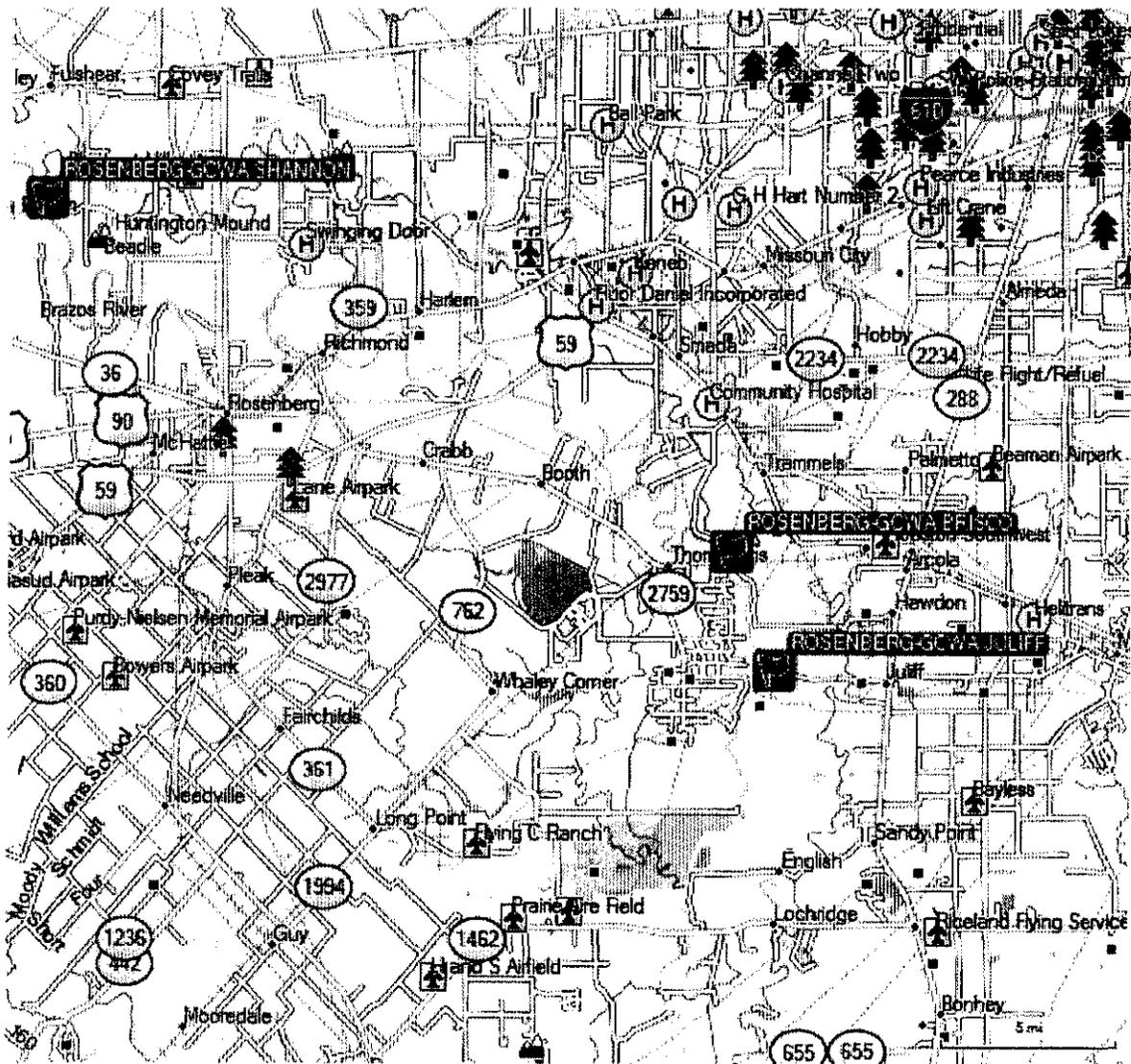
Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:



Assignment: ROSENBERG TO GULF COAST WATER AUTHORITY, 4380-AF (MU)

ID: GCWA-ROSENBERG 12

SHANNON, N29.64528 W95.90139, HPDT2 RMOT2 (1202), MAIN STEM

BRISCO, N29.50361 W95.55361, RMOT2 ROST2 (1202), MAIN STEM

JULIFF, N29.45532 W95.53233, RMOT2 ROST2 (1202), MAIN STEM

Prepared by M. Summers, Water Services Coordinator, 3/22/12

RESOLUTION NO. R-1326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER WATER SUPPLY CONTRACT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND GULF COAST WATER AUTHORITY.

* * * * *

WHEREAS, the City has received a request for the assignment of certain Brazos River Authority water allocations from the Gulf Coast Water Authority due to additional needs; and,

WHEREAS, the City approved Resolution No. R-1311 on April 19, 2011, authorizing assignment of a portion of the City's 2011 allocation of Brazos River Authority water supply; and,

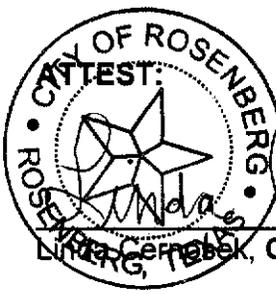
WHEREAS, the City currently has a surplus allocation of surface water available from the Brazos River Authority for years 2012, 2013, and 2014;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Manager is hereby authorized to execute an Agreement regarding Temporary Assignment of Rights and Obligations under Water Supply Contract, by and between the City of Rosenberg, Texas, and Gulf Coast Water Authority.

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

PASSED, APPROVED, AND RESOLVED this 7th day of June 2011.

 *[Signature]*
CITY SECRETARY

APPROVED:
[Signature]
Vincent Morales, **MAYOR**

Agreement Relating to the Temporary Assignment of Rights and Obligations under Water Supply Contract

This (Agreement) Agreement Relating to Temporarily Assign Certain Rights and Obligations under Water Supply Contract is entered into effective as of the 1st day of May 2011, (Effective Date), between the City of Rosenberg, Texas (City), a Texas Home Rule City located in Ft. Bend County, Texas, and the Gulf Coast Water Authority (GCWA), a Texas conservation and reclamation district located in Galveston County, Texas.

RECITALS

City has entered into a water supply agreement with the Brazos River Authority (the "BRA Contract"), a true and correct copy of which has been delivered to GCWA and by reference is incorporated into this Agreement for all intents and purposes.

City is in the process of planning and financing the construction of the facilities in order to use all of the water and City has determined that, at least until the facilities are completed, portions of the water supply under the BRA Contract is currently in excess of the City's water supply needs.

GCWA is willing to use and pay for the water available to City under the BRA Contract that is temporarily in excess of the City's needs.

AGREEMENT

The City and GCWA agree as follows:

1. This agreement is subject to:
 - a. The City and GCWA obtaining and maintaining any and all required consents and approvals from the Brazos River Authority, including but not limited to, that initial consent for the year 2011 (which consent has already been obtained) and each annual consent required thereafter for 2012, 2013, and 2014. City and GCWA agree to cooperate with the other in obtaining such consents and approvals, but GCWA shall have the primary burden of obtaining and maintaining such consents. If such consents and approvals for 2012, 2013, and 2014 are not obtained by July 1 of the appropriate year, either party may partially cancel this Agreement as to such year by written notice of intent to partially cancel delivered at least thirty (30) days before the intended partial cancellation date.
 - b. GCWA obtaining any other federal and state regulatory approvals required for GCWA to divert and use the water made available to GCWA under this Agreement.
2. During the term of this Agreement, City assigns to GCWA the City's right to receive water from BRA under the BRA Contract up to the following amounts:
 - a. From the Effective Date through December 31, 2011: 4,450 acre-feet;

- b. From January 1, 2012, to December 31, 2014: 4,380 acre-feet.
3. During the term of this Agreement, GCWA assumes City's obligations under the BRA Contract proportionate to the volume of water that GCWA is allowed to use under this Agreement.
 4. GCWA will make the following payments under this Agreement for years in which BRA consents to assignment as provided by Section 1.a. above:
 - a. Pay, or reimburse City, as appropriate, amounts due to the BRA under the BRA Contract for the volume of water that GCWA is allowed to use under this Agreement and such payments shall be made to the City for payment to the BRA.
 - b. Pay City a \$350 lump sum annual payment upon execution of the contract for contract period effective May 1, 2011, through December 31, 2011, as consideration for the right to get water under this Agreement, such payment being due without demand or invoice.
 - c. Pay City a \$600 lump sum annual payment in the first month of the contract period for contract period effective January 1, 2012, through December 31, 2012, as consideration for the right to get water under this Agreement, such payment being due without demand or invoice.
 - d. Pay City a \$600 lump sum annual payment in the first month of the contract period for contract period effective January 1, 2013, through December 31, 2013, as consideration for the right to get water under this Agreement, such payment being due without demand or invoice.
 - e. Pay City a \$600 lump sum annual payment in the first month of the contract period for contract period effective January 1, 2014, through December 31, 2014, as consideration for the right to get water under this Agreement, such payment being due without demand or invoice.
 - f. Pay City, within thirty (30) calendar days of demand, any expenses incurred by City in obtaining the consents required by BRA, filing water use reports with BRA for water used by GCWA under this Agreement, and curing any breach of the BRA Contract relating in whole or in part to actions, or failure to act, of the GCWA under this Agreement.
 5. City represents that it is currently not in default under the BRA Contract and has not received any notice of default under the BRA Contract. City and GCWA agree to immediately transmit to each other any notice of default received from BRA relating to the BRA Contract. Subject to Section 7 below, if City or GCWA receives a notice of default that is based, in whole or in part, relating to an alleged breach of the BRA Contract based upon the actions, or failure to act, of either party, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice to the defaulting party.
 6. This Agreement shall terminate and expire at midnight on December 31, 2014. To the extent GCWA has incurred any obligation to BRA or to City under this Agreement that is not fully satisfied as of the date of termination, the applicable portions of this Agreement shall survive such termination until GCWA satisfies the obligation.

7. If City or GCWA asserts that either has breached this Agreement, or the BRA Contract, the party asserting the breach shall give notice of the alleged breach to the other party and the other party has ten (10) business days to cure the alleged breach, if any.

8. General Provisions:

8.1. Force Majeure. If either party is rendered unable, by Force Majeure, to carry out any of its obligations under this Agreement, it is agreed that upon that party's giving written notice of the Force Majeure to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving the notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance, will be suspended for the duration of the Force Majeure. The term "Force Majeure" as used in this Agreement includes, but is not limited to, acts of God, acts of the public enemy, epidemics, explosions, breakage or damage to machinery, pipelines, and any other incapacities of either party not within the control of the party claiming the inability, which by exercise of due diligence and care the party could not have avoided.

8.2. Assignability. Neither party may assign this Agreement without the prior written consent of the other party.

8.3. Notice. All notices required under this Agreement must be in writing and sent by United States mail, private mail or courier service, by facsimile, or be delivered in person. All notices must be sent or delivered to the following addresses, or as the City or the GCWA may hereafter designate by written notice:

If to the City:

City of Rosenberg
P.O. Box 32
2110 Fourth Street
Rosenberg, Texas 77471
Attn: City Manager

If to the GCWA:

Gulf Coast Water Authority
Attn: General Manager
3630 Highway 1765
Texas City, Texas 77591
409-935-2438
FAX 409-935-4156

8.4 Waiver. The failure of a party to insist upon strict performance of any provision of this Agreement will not constitute a waiver of or estoppel against the party asserting the right to require that performance in the

future, nor will a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a future breach.

- 8.5. Parties in interest. This Agreement is for the sole and exclusive benefit of the City and the GCWA and will not be construed to confer any benefit or right upon any other person.
- 8.6. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- 8.7. Law Governing and Venue. Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.
- 8.8. Mandatory Mediation. Prior to either party filing suit, the parties will submit to non-binding mediation in Fort Bend County, Texas. The complaining party will notify the non-complaining party of its demand hereunder and notice will be delivered by certified mail, return receipt requested, or receipted delivery to the address set forth above. If the mediation is not conducted and completed within thirty (30) business days of the non-complaining party's actual receipt of such notice, this Section is deemed void and is of no force or effect. The parties agree (1) to work in good faith to select a mutually agreeable mediator, date, time, and place, and (2) to conduct the mediation negotiations in good faith. Unless agreed to the contrary in a writing signed by both, the parties agree to share equally in the cost of any mediation or mediator's fees, but otherwise bear their own respective mediation expenses, including legal fees. Notwithstanding the foregoing, if it is necessary for a party to seek emergency relief of an extraordinary nature, pre-suit mediation need not be conducted.
- 8.9 Entire Agreement. This Agreement represents the entire agreement between the City and the GCWA and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
- 8.10 Counterpart Originals. This Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. Signatures provided by a confirmed telecopy shall be accepted as originals.

CITY OF ROSENBERG, TEXAS:

By: _____
Jack Hamlett, City Manager

Date

Attest:

Linda Cernosek, City Secretary

GULF COAST WATER AUTHORITY:

By: _____
David A. Sauer, Interim General Manager

Date

Attest:

Bob Webb, Business Administrator

RESOLUTION NO. R-1311

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO ASSIGN A PORTION OF THE CITY'S 2011 ALLOCATION OF BRAZOS RIVER AUTHORITY WATER SUPPLY TO THE GULF COAST WATER AUTHORITY AT THE SAME RATE PAID TO THE BRAZOS RIVER AUTHORITY.

* * * * *

WHEREAS, the City has received a request for the assignment of certain Brazos River Authority water allocations for 2011; and,

WHEREAS, said request came from the Gulf Coast Water Authority due to additional needs; and,

WHEREAS, the City currently has a surplus allocation of surface water available from the Brazos River Authority;

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

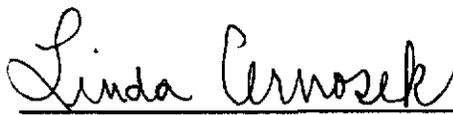
Section 1. The City Manager is hereby authorized to execute all documents necessary to facilitate the assignment of a portion of the City's 2011 allocation of Brazos River Authority Water Supply to the Gulf Coast Water Authority at the same rate paid for said water to the Brazos River Authority.

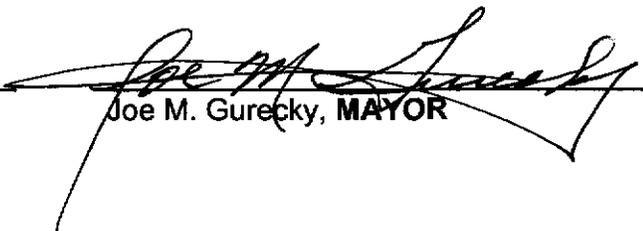
Section 2. Upon approval of Resolution No. R-1311, said documents will be prepared for execution by the Brazos River Authority.

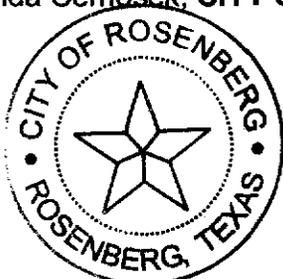
PASSED, APPROVED, AND RESOLVED this 19th day of April 2011.

ATTEST:

APPROVED:


Linda Cernosek, CITY SECRETARY


Joe M. Gurecky, MAYOR



- E. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1619, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS FOR THE PURCHASE OF CERTAIN REAL PROPERTY, EASEMENTS AND/OR RIGHTS-OF-WAY FOR CAPITAL IMPROVEMENT PROJECTS INCLUDING AIRPORT AVENUE, BAMORE ROAD, BRYAN ROAD, DRY CREEK DRAINAGE, OLD RICHMOND ROAD, SPACEK ROAD, TERRY HIGH SCHOOL WATER REUSE, AND TXDOT ONE-WAY PAIRS.**

Executive Summary: On March 03, 2009, and February 15, 2011, City Council approved Resolutions Nos. R-921 and R-1290 (Resolutions) providing authorization for the City Manager to negotiate compensation and to execute necessary documentation to obtain certain properties, easements, and/or rights-of-way on behalf of the City as it relates to Capital Improvement Projects (Projects). The Resolutions also set a funding threshold not to exceed \$50,000 per individual parcel and set an expiration date for the Resolutions of two (2) years from the date of authorization.

Though some of the required sites have been acquired, the Projects named in Resolution No. R-1619 remain active or will be active in the near future. Staff is seeking approval of Resolution No. R-1619, which will authorize the City Manager to continue the acquisition process for these Projects in an amount not to exceed \$50,000.00 for each parcel, and to set a newly established Resolution expiration date of February 19, 2015.

- F. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2013-14, AN ORDINANCE GRANTING CONSENT TO THE FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 158 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2013, IN AN AMOUNT NOT TO EXCEED \$1,600,000.**

Executive Summary: Ordinance No. 2013-14 granting the City's consent to Fort Bend Municipal Utility District 158 (MUD No. 158), to sell Unlimited Tax Bonds, Series 2013, in an amount not to exceed \$1,600,000. MUD No. 158 is located in the City's Extraterritorial Jurisdiction (ETJ), at the southwest corner of Reading Road and Benton Road was included in the agenda packet. The development is identified as River Run on the Brazos and Rivers Mist subdivisions.

City Council consented to the creation of MUD No. 158 on December 14, 2004, through Ordinance No. 2004-29, and which was originally proposed as a 158.54 acre development. The Water Supply and Wastewater Services and Development Agreements between the City and Ventana Development Reading, LP, were executed on February 22, 2005. City Council approved Ordinance No. 2006-19 on August 15, 2006, consenting to the addition of approximately 59 acres. MUD No. 158 now is comprised of approximately 217.5 acres.

- G. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2013-11, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY ADDING A PORTION OF "WARD STREET" TO SECTION 28-116 OF ARTICLE III OF DIVISION 2 OF CHAPTER 28 THEREOF, AS A PORTION OF A STREET WITHIN THE CITY UPON WHICH IT IS UNLAWFUL TO PARK A VEHICLE; PROVIDING FOR THE INSTALLATION OF "NO PARKING" SIGNS INDICATING THE BOUNDARIES OF THE NO PARKING ZONE ALONG WARD STREET; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 NOR MORE THAN \$200.00 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.**

Executive Summary: This Ordinance is being presented to City Council for the consideration of the installation of a "no parking" zone on a portion of Ward Street at the intersection of FM 1640 (Avenue I). The City has been made aware of traffic issues and safety concerns resulting from vehicles that are parked along Ward Street and obstructing the vision at the intersection and constricting the street width. The "no parking" zone would extend from the south right-of-way line of FM 1640 (Avenue I), seventy (70) feet south along both the east and west sides of Ward Street. The business establishments located on both sides of Ward Street at Avenue I appear to be generating the on-street parking. If approved, the vehicles would have to park in the off-street parking lots for the respective business establishments. A location map of the proposed "no parking" zone is included in the packet.

Staff recommends approval of Ordinance No. 2013-11 as presented to address this safety issue.

- H. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1617, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONSENT TO ASSIGNMENT AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF WATER UNDER THE BRAZOS RIVER AUTHORITY**

SYSTEM WATER AVAILABILITY AGREEMENT, BY AND AMONG THE CITY, BRAZOS RIVER AUTHORITY AND GULF COAST WATER AUTHORITY.

Executive Summary: On June 07, 2011, City Council approved Resolution No. R-1326, authorizing the City Manager to execute an Agreement to assign a portion of the City's 2011, 2012, 2013, and 2014 allocations of Brazos River Authority (BRA) surface water supply to the Gulf Coast Water Authority (GCWA) at the same rate paid to the BRA. The assignment is subject to BRA consent on an annual basis.

The City's annual allocation of BRA surface water is four thousand five hundred (4,500) acre feet. The Agreement under consideration provides the BRA consent to assign four thousand three hundred eighty (4,380) acre feet for the time period from February 01, 2013, to December 31, 2013. The retained water is for use by the City for the surface water treatment plant Basis of Design Report that is currently underway in association with the Richmond/Rosenberg Local Government Corporation (RRLGC) West Fort Bend County Regional Water Treatment Facility Project.

The GCWA is required to reimburse the City for the assigned water at the same rate charged by the BRA. For FY2013, the BRA rate is \$62.50/acre foot for a total of \$281,250.00. By assigning the surface water allocation to GCWA, the City will be able to recoup approximately \$273,750.00. These dollars will be used to help fund the alternative water supply projects currently under consideration to comply with the Fort Bend Subsidence District mandate to reduce groundwater withdrawals by thirty percent (30%) in 2016.

Staff recommends approval of Resolution No. R-1617, with the Agreement attached as Exhibit "A", as presented.

I. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1622, A RESOLUTION AWARDED A BID FOR THE JULY 04, 2013, FAMILY 4TH CELEBRATION FIREWORKS DISPLAY; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

Executive Summary: A Request for Written Quotations was posted on January 15, 2013, and distributed to eighteen (18) pyrotechnics providers. Potential providers were asked to submit pricing for one (1) year and pricing for two (2) optional one-year extensions, should the City decide to use the same company for consecutive years. Staff received six (6) written quotations and five (5) no-bids. The proposals received are summarized in the attached bid summary form.

Staff has reviewed the proposals and bidder qualifications and recommends acceptance of the bid from the company providing the best value over the full three (3) years, Liberty Pyrotechnics, L.L.C. (Liberty). Liberty's quote for the first year and the two (2) optional one-year extensions is \$28,895 per year, representing the lowest cumulative three-year total of \$86,685. Although Liberty's cost in the first year is \$395 higher than the lowest bidder, their proposal provides 3,469 shells vs. the 1,825 and 1,077 shells proposed by the lowest and second-lowest bids for the initial year. Evaluating the cost over three (3) years, Liberty's cumulative total reflects a savings of \$1,365 and \$1,065 over the first and second lowest bids for the first year, and a significantly greater number of shells per year.

Liberty's references were checked, and nine (9) municipal agencies in five (5) states report quality shows and professional customer service provided by Liberty.

Staff recommends approval of Resolution No. R-1622, a Resolution awarding a bid for the July 04, 2013, Family 4th Celebration fireworks display; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Agreement, and/or all necessary documentation regarding same. Should City Council award the bid as recommended, the proposal will serve as Exhibit "A" to Resolution No. R-1622.

J. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2013-13, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE X TO CHAPTER 16 THEREOF, ESTABLISHING REQUIREMENTS FOR LICENSING AND REGULATION OF CONSTRUCTION DEBRIS HAULERS IN THE CITY; ESTABLISHING REQUIREMENTS FOR THE ISSUANCE AND REVOCATION OF LICENSES; PROVIDING A PENALTY IN AN AMOUNT AS PROVIDED IN SECTION 1-13 OF THIS CODE FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES

Staff will continue to monitor the revenues and expenses. At this time, no major changes need to be made to meet budget projections. Additionally, the Quarterly Investment Report is included for your review as required by the Public Funds Investment Act.

Staff recommends the acceptance of the Quarterly Financial Reports and the Investment Report for the First Quarter of Fiscal Year 2013.

Mayor Morales stated he has a request from Councilor McConathy to move Item E into the Regular Agenda as Item 2A.

Action: Councilor McConathy made a motion, seconded by Councilor Suter to pull Item E on the Consent Agenda and move it to the Regular Agenda as Item 2A and to approve Items A, B, C, D, F, G, H, I, J, K and L on the Consent Agenda.

Key discussion points:

- Councilor McConathy asked for clarification on Items D and G where we are recommending no parking areas for Ward Street and Carlisle. She wants to make sure the businesses and residences that will be affected will be notified by mail so they have advance warning and placement of signs.
- Councilor Benton stated he noticed it is seventy feet from Avenue I south and is for both sides and will not cross over into the residents behind the bakery, is that correct.
- John Maresh, Assistant City Manager stated it is just up to the driveway at those businesses. It will not go to the residential homes.
- Councilor Benton referenced Item D and stated there is a no parking ordinance being proposed for Carlisle Street. Why and who requested that and have those people been informed?
- Jack Hamlett, City Manager stated the business located at Avenue H and Carlisle requested it. When Chief Gracia looked at it, we get traffic from the apartments parked on both sides especially on weekends and evenings. That road is narrow and if there is traffic on both sides a fire truck or emergency vehicle could not get down that street. We proposed it only on one side, not the apartment side. That would allow us to make sure we have main access for emergency vehicles.
- Councilor Benton referenced Item J and asked what the concern is regarding the City and what we are trying to accomplish with this regulation.
- Cyndy Powell, Assistant to the City Manager stated in the development process when they are constructing a facility they need to haul off construction debris. This ordinance would license those haulers of construction debris at a development. It would not affect those that are doing so called home projects.
- Jack Hamlett stated under our previous solid waste contract there was an exclusive to that. With the new contract we allow this to occur and this opens it up for competition.
- Councilor Benton stated the cost for the permit is \$500. Is that in line with what other cities charge?
- Jack Hamlett stated you can go with a franchise fee and you add it to their revenue or you can set a specific amount. Staff feel that \$500.00 is fair and they pay one fee and makes it simpler on the administrative side and the permit side.
- Councilor Benton asked how many \$500.00 permits we have. Jack Hamlett stated none, this will be the first time it has been opened up for competition.
- Councilor Grigar referenced Item G and commented that he is glad to see that come about on Ward Street. He has complaints and people are parked on the west side of it. He thanked the City Attorney, Police Department and Public Works for bringing this forth.
- Councilor Segura referenced Item C and stated the meeting with the Texas Department of Transportation (TxDOT) regarding the one-way pairs will be a refresher meeting to let the public know where this project is. Mayor Morales stated yes. This started in 2003 as a request to TxDOT on how to solve the problem. TxDOT came up with the idea of the one-way pairs and previous Councils agreed to the solution after public hearings and studying the situation. This is a TxDOT project.
- Councilor Segura stated he was not on Council in 2003 but was prior to that and brought us to the point when TxDOT made the presentation. It would be beneficial for those that were not on Council to see how we got to where we are.
- Mayor Morales thanked staff for being able to get the information together and getting the information updated.

Upon voting the motion carried by a unanimous vote.

REGULAR AGENDA

2A. *This item was formerly Item E on the Consent Agenda.*

CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1619, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS FOR THE PURCHASE OF CERTAIN REAL PROPERTY, EASEMENTS AND/OR RIGHTS-OF-WAY FOR CAPITAL IMPROVEMENT PROJECTS INCLUDING AIRPORT AVENUE, BAMORE ROAD, BRYAN ROAD, DRY CREEK DRAINAGE, OLD RICHMOND ROAD, SPACEK ROAD, TERRY HIGH SCHOOL WATER REUSE, AND TXDOT ONE-WAY PAIRS.

Executive Summary: On March 03, 2009, and February 15, 2011, City Council approved Resolutions Nos. R-921 and R-1290 (Resolutions) providing authorization for the City Manager to negotiate compensation and to execute necessary documentation to obtain certain properties, easements, and/or rights-of-way on behalf of the City as it relates to Capital Improvement Projects (Projects). The Resolutions also set a funding threshold not to exceed \$50,000 per individual parcel and set an expiration date for the Resolutions of two (2) years from the date of authorization.

Though some of the required sites have been acquired, the Projects named in Resolution No. R-1619 remain active or will be active in the near future. Staff is seeking approval of Resolution No. R-1619, which will authorize the City Manager to continue the acquisition process for these Projects in an amount not to exceed \$50,000.00 for each parcel, and to set a newly established Resolution expiration date of February 19, 2015.

Key discussion points:

- Jack Hamlett gave an overview of the item regarding Resolution No. R-1619.

Action: Councilor Suter made a motion, seconded by Councilor Segura to approve Resolution No. R-1619, a Resolution authorizing the City Manager to negotiate and execute documents for the purchase of certain real property, easements and/or rights-of-way for Capital Improvement Projects including Airport Avenue, Bamore Road, Bryan Road, Dry Creek Drainage, Old Richmond Road, Spacek Road, Terry High School Water Reuse, and TxDOT One-Way Pairs.

Questions/Comments:

- Councilor Suter referred to prior meeting minutes included in the agenda packet and stated this is a continuation of what was approved in the past.
- Councilor Segura stated this is a continuation of what was done before.
- Councilor McConathy stated she wanted to take the opportunity to once again voice her opposition to the TxDOT one-way pairs. She did not want to object to all of the other consent agenda items as a result of her opposition of the one-way pairs.
- Councilor Benton stated he concurs and agrees with seven of the eight items, but not the one-way pairs. For clarification, the City Manager is approved up to \$50,000 for each item, there are eight items and that is \$400,000, is that correct. Jack Hamlett stated it is \$50,000 per parcel. There could be several in each project. We don't know the extent of a couple of these projects. He can only obligate the City up to what Council approved in the budget. Each of these projects have a budget appropriation at the different phases. He is not obligated to exceed that appropriation.
- Councilor Benton asked if that amount should be in the motion. Jack Hamlett stated that will change from year to year in the budget and by project.
- Councilor Benton stated he has a concern about pre-approving potentially hundreds of thousands of dollars. Jack Hamlett stated that has been done when you approved the budget for these projects. This allows us to keep the project moving forward. If we get a settlement with a property owner and it is under \$50,000 we can conclude it, get scheduled through the title company and have it done without having to bring it back to City Council.
- Councilor Benton asked what would be wrong with bringing it back to City Council. Jack Hamlett stated that slows down the process. Sometimes negotiations are very touchy and some people would prefer not to have their negotiations in an open forum.
- Councilor Benton stated he is not comfortable approving a blank check even though there are some limitations. He would prefer that Council have another opportunity after the negotiation.
- Councilor Grigar read parts of the Resolution and asked if that is \$50,000 per parcel of each of

- Cities in Regulatory Area A that were subject to the 2013 30% surface water conversion requirements were granted a one year extension to 2014.
- The Richmond-Rosenberg Subarea A that was subject to the 2015 30% surface water conversion requirements was granted a one-year extension to 2016.
- The 2030 deadline for use of early conversion credits was removed. The credits can now be used in perpetuity.

The District requested both the Cities of Richmond and Rosenberg timely submit any proposed amendments to the respective GRP's to reflect the revised groundwater reduction deadlines. Correspondence from City Engineer Charles Kalkomey that provides an overview of the proposed GRP amendment and the updated City of Rosenberg/RRLGC Surface Water Implementation Schedule was included in the agenda packet. Secondly, the District is working to complete a comprehensive study of the groundwater pumpage data, effects of subsidence, and future growth projections which will be used to update the Regulatory Plan in late 2012 or early 2013. At that time, staff anticipates a comprehensive amendment to the GRP that will incorporate revisions made to the District's Regulatory Plan.

Staff recommends approval of Resolution No. R-1482 which will amend the City's GRP to include certain amended dates regarding conversion to an alternate water source and to provide for an updated Richmond-Rosenberg Surface Water Implementation Schedule.

F. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1479, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT RELATING TO THE TEMPORARY AMENDMENT TO THE SYSTEM WATER AVAILABILITY AGREEMENT, BY AND BETWEEN THE CITY AND BRAZOS RIVER AUTHORITY.

Executive Summary: On June 07, 2011, City Council approved Resolution No. R-1326, authorizing the City Manager to execute an Agreement to assign a portion of the City's 2011, 2012, 2013, and 2014 allocations of Brazos River Authority (BRA) surface water supply to the Gulf Coast Water Authority (GCWA) at the same rate paid to the BRA. The assignment is subject to BRA consent on an annual basis.

The City's annual allocation of BRA surface water is four thousand five hundred (4,500) acre feet. The Agreement under consideration provides the BRA consent to assign four thousand three hundred eighty (4,380) acre feet for the year 2012. The retained water is being used by the City for the surface water treatment plant pilot plant study that is currently underway in association with the Richmond/Rosenberg Local Government Corporation (RRLGC) West Fort Bend County Regional Water Treatment Facility Project.

The GCWA is required to reimburse the City for the assigned water at the same rate charged by the BRA. For FY2012, the BRA rate was \$62.50/acre foot for a total of \$281,250.00. By assigning the surface water allocation to GCWA, the City will be able to recoup approximately \$273,750.00. These dollars will be used to help fund the City of Rosenberg share of the Surface Water Treatment Plant Project.

Staff recommends approval of Resolution No. R-1479, with Exhibit A, which is the Agreement.

G. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1483, A RESOLUTION TO RESCIND RESOLUTION NO. R-1471, APPROVED ON APRIL 03, 2012, WHICH DESIGNATED THE ENTRANCE ROAD TO SEABOURNE CREEK NATURE PARK AS S. L. KUCHERKA DRIVE; AND, PROVIDING FOR A REVISED DESIGNATION OF THE ENTRANCE ROAD TO SEABOURNE CREEK NATURE PARK AS STANLEY KUCHERKA DRIVE.

Executive Summary: On April 03, 2012, City Council approved Resolution No. R-1471 designating the entrance road to Seabourne Creek Nature Park as S. L. Kucherka Drive. Since that time, it has been determined that the road should more fittingly be named "Stanley Kucherka Drive".

Therefore, staff has prepared a Resolution that will rescind Resolution No. R-1471 and allow for the renaming of the road to Stanley Kucherka Drive. Staff has determined that the renaming is more in keeping with the dedication and longstanding service that Mr. Kucherka has provided to the City of Rosenberg, and thus will be more appropriate.

Staff recommends approval of Resolution No. R-1483.

H. CONSIDERATION OF AND ACTION ON THE SHORT FORM FINAL PLAT OF RACEWAY NO. 133, A SUBDIVISION OF 1.7889 ACRES OF LAND, BEING A REPLAT OF RESERVE "C-1" AND A PORTION OF RESERVE "K", REPLAT OF DEEDCO SUBDIVISION NO. 5 (SLIDE NO. 1273A; F.B.C.P.R.) IN THE G.M. STONE 1/3 LEAGUE, ABSTRACT NO. 312, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, CONTAINING 1 RESERVE IN 1 BLOCK.

Executive Summary: The Short Form Final Plat of Raceway No. 133 is a subdivision of 1.7889 acres. It is located within the corporate limits of the City of Rosenberg, and is located at the southeast corner of State Highway 36 and Rice Street. The subject property is a commercial reserve and the owner plans to construct a convenience store/gas station on the subject property. Access to the site will be provided from the drive approach located across from Callender Street, and from another drive approach located on Rice Street.

A previous Short Form Final Plat for Raceway No. 133 came before the Planning Commission on November 16, 2011, and was subsequently approved by the City Council on January 17, 2012. After the applicant submitted a building permit application, it was determined that additional right-of-way would be needed on Rice Street to accommodate a right-turn lane into the site. The right-turn lane would serve the Raceway site as an entrance only, and would not allow vehicles to exit through this drive approach to Rice Street.

In accordance with Chapter 212 of the Texas Local Government Code and Chapter 25 of the Rosenberg Code of Ordinances, a public hearing was held prior to the consideration of this replat. Following the public hearing, the Planning Commission considered the Short Form Final Plat of Raceway No. 133 at the April 25, 2012, meeting and has recommended approval.

The Short Form Final Plat is in accordance with the "Subdivision" Ordinance. Staff recommends City Council approve the Short Form Final Plat for Raceway No. 133.

Action: Councilor Segura made a motion, seconded by Councilor McConathy to approve the Consent Agenda Items A-H.

Comments:

- Councilor Benton stated that in the future a brief description of each Consent Agenda item should be read for the benefit of the audience.
- The general consensus of Council was that the full agenda packet is available on the City website for public viewing.

Upon voting the motion carried by a unanimous vote.

REGULAR AGENDA

2. REVIEW AND DISCUSS A PROPOSED ORDINANCE FOR SANITARY SEWER DISCHARGE PRETREATMENT PROGRAM AS MANDATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), AND TAKE ACTION AS NECESSARY.

Executive Summary: On May 18, 2011, the Texas Commission on Environmental Quality issued a directive requiring the City of Rosenberg Publicly Owned Treatment Works (POTW) comply with the industrial pretreatment requirements. The TCEQ directive includes a Schedule of Compliance for Pretreatment Program Development (Program). TRC Engineering was selected to provide the City staff with professional assistance in developing the Program. Scheduled Activity No. 6 requires the City submit a draft Ordinance and Enforcement Response Plan that will be relied on by the POTW to administer the Program. The draft Ordinance and Enforcement Response Plan will be subject to TCEQ review and comment before they can be adopted.

This item is being presented to City Council for an overview and discussion prior to the Ordinance and Enforcement Response Plan being submitted to TCEQ. Following this agenda item will be a Resolution reflecting the endorsement of City Council as the governing body responsible for the supervision and funding of the Program.

Key discussion points:

- John Maresh, Utilities Director, read the Executive Summary regarding the proposed Ordinance for

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1326, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER WATER SUPPLY CONTRACT, BY AND BETWEEN THE CITY AND GULF COAST WATER AUTHORITY.**

Executive Summary: On April 19, 2011, City Council approved Resolution No. R-1311, authorizing the City Manager to execute an Agreement to assign a portion of the City's 2011 allocation of Brazos River Authority (BRA) water supply to the Gulf Coast Water Authority (GCWA) at the same rate paid to the BRA. Since that time, the GCWA has been in contact with the Cities of Richmond and Rosenberg requesting the assignment be extended for additional years. The proposed contract now includes assignment of a portion of the City's 2011, 2012, 2013, and 2014 allocation of BRA water supply. The assignment is subject to BRA consent on an annual basis.

The City's annual allocation of BRA water is four thousand five hundred (4,500) acre feet. Staff has reviewed the request and recommends the assignment of up to four thousand four hundred fifty (4,450) acre feet for 2011 and four thousand three hundred eighty (4,380) acre feet for years 2012, 2013, and 2014. The retained water will be used by the City for the surface water pilot plant study that is scheduled to begin this summer in association with the Richmond/Rosenberg Local Government Corporation (RRLGC), West Fort Bend County Regional Water Treatment Facility Project and any subsequent testing that may be required for this project.

The GCWA would be required to reimburse the City annually for the assigned water at the same rate charged by the BRA. For FY2011, the BRA rate was \$62.50/acre foot, for a total amount due of \$281,250.00. By assigning the water allocation to GCWA, the City would recoup approximately \$273,750.00 each year, based on the current rate. These dollars will be used to help fund the Rosenberg share of the Surface Water Treatment Plant Project. The current Fort Bend Subsidence District Regulatory Plan requires the 30% groundwater reduction in year 2015. Therefore, the contract assignment does not extend beyond 2014. It is anticipated Phase 1 of the RRLGC Project would not be completed until early 2015 at the very soonest. The amount of time required to complete the pilot study, preliminary and final engineering design, obtain TCEQ approvals, bidding and bid award process, and actual construction time make it highly unlikely for the City to be in a position to use the "take or pay" water prior to 2015.

Staff recommends approval of Resolution No. R-1326 with the Agreement as Exhibit "A" as presented.

Key discussion points:

- John Maresh, Assistant City Manager, read the Executive Summary regarding Resolution No. R-1326.

• **Brazos River Authority Surface Water Contract - Rate Projections**

<i>Year</i>	<i>Rate/Acre Foot</i>	<i>Total (4,500 Acre Feet)</i>	<i>GCWA- Assignment (Acre Feet)</i>	<i>GCWA - Payment</i>
FY 2011	\$62.50	\$281,250.00	4,450	\$278,125.00
FY 2012*	\$63.50	\$285,750.00	4,380	\$278,130.00
FY 2013*	\$67.00	\$301,500.00	4,380	\$293,460.00
FY 2014*	\$70.25	\$316,125.00	4,380	\$307,695.00
	TOTAL	\$1,184,625.00	TOTAL	\$1,157,410.00
		<\$27,215.00>		

*Rates for 2012-2014 based upon BRA Five-Year Financial Forecast 04/18/11.

- With the cost of this project we think this would be a good opportunity for the City to be able to recoup some of these monies since it is a take or pay contract and we do not anticipate any use for that water until 2015, based on the current Fort Bend Subsidence District regulations. Staff recommends approval of Resolution R-1326.
- Councilor Grigar stated the rate per acre foot is currently \$62.50. If in 2012 it goes to \$64.50 then it would follow that. It is not spelled out. John Maresh stated it would be whatever the rates are and that is subject to BRA's Board. This is the information they presented to us in April and this is their forecast. When they present the actual rates in July that proposed \$63.50 for 2012 may be a different number.
- Councilor Grigar stated the acre feet that we are "loaning" was \$44.50 and then went down to \$43.80. Is that what we will need for the pilot program? John Marsh stated based on the project engineers for the Local Government Corporation, those are the numbers they have provided to us we need to try to reserve for any testing activities needed during those periods.
- Councilor Grigar referenced Item No. 4, Page 2, we have the following payments and a \$350.00 lump sum for 2011; \$600.00 – that's not included. Is this for administrative fees? John Maresh stated in Item A, they will reimburse the City the amount of the water that we allocate to them. Items B, C and D is an

administrative fee. This is an additional cost they will pay us annually for the monthly reports that have to be submitted to BRA. This is an attempt for staff to recoup some of that administrative cost.

- Councilor Grigar stated the City will put the reports together. John Maresh stated we will be provided information by the Gulf Coast Water Authority but the City will have to submit it to BRA.
- Councilor Grigar stated he does not see that it spells out it is \$62.50 per acre foot and then that it would go up per their rate schedule. Jack Hamlet stated since it is subject to change we did not want to put it in the agreement.
- Councilor Suter referenced Page 2, at the top, should “annually” be added. It is just a clarification. In the executive summary we talk about doing it annually. John Maresh stated we had it in there and the attorney that drew up the contract took it out.
- Councilor Suter stated that at the last workshop Mayor Gurecky made it very clear, it is a use it or lose it. We can watch the water go into the Gulf or we can sell it and get credits back and he thinks it is a good idea.
- George Hyde stated as the attorney for the City reviewing this record, the concern would be because the terms of this agreement are beyond annual, it could create confusion and that is why it was omitted. The context of the agreement would allow it to be considered an annual payment.
- Councilor Suter referenced Page 4 of Contract #8 past due payments – it is understood that if GCWA does not make payments, is the contract such that if they do not make that payment that they make the interest payment as well. Jack Hamlett stated our contract is with BRA and it would be up to us to retain those water rights to pay that. If we are delinquent we are subject to the interest to BRA whether we sold it or not. The contract is in the name of the City of Rosenberg. Because we are retaining a small portion of it we have to make that payment every September 1st to BRA. We want to keep the water in our name.
- Councilor Salazar asked if the 2015 deadline is the beginning or the end of the year. Jack Hamlett stated September.

Action: Councilor Euton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1326, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Agreement Relating to the Temporary Assignment of Rights and Obligations under Water Supply Contract, by and between the City and Gulf Coast Water Authority. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1324, A RESOLUTION CALLING A PUBLIC HEARING TO BE HELD ON TUESDAY, JULY 19, 2011, AT 7:00 P.M., IN THE ROSENBERG CITY HALL COUNCIL CHAMBER LOCATED AT 2110 4TH STREET, ROSENBERG, TEXAS, TO RECEIVE COMMENTS FROM THE PUBLIC CONCERNING THE PROPOSED AMENDMENT OF THE CITY’S WATER AND WASTEWATER IMPACT FEE ORDINANCE (ARTICLE VI OF CHAPTER 29 OF THE CITY’S CODE OF ORDINANCES); STATING THE PROPOSED AMENDMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

Executive Summary: At the City Council Workshop on April 26, 2011, staff presented a request from NewQuest Properties to amend the “Water/Wastewater Impact Fee” Ordinance to exempt landscape irrigation systems within the public right-of-way as an incentive to install and maintain landscaping. From that discussion, staff presented the request to the Water/Wastewater Impact Fee Advisory Task Force (Task Force) on May 16, 2011. The Task Force took action requesting staff prepare an Amendment to the “Water/Wastewater Impact Fee” Ordinance that would exempt landscape irrigation systems installed completely within public rights-of-way from the impact fees.

As the first step in the process, it will be necessary to set a Public Hearing date to receive comments regarding the proposed Amendment to the “Water/Wastewater Impact Fee” Ordinance. Pursuant to the attached Resolution No. R-1324, staff recommends the Public Hearing be held during the Regular City Council Meeting set for Tuesday, July 19, 2011, at 7:00 p.m., and further recommends that Resolution No. R-1324 be approved as presented. A copy of the proposed Amendment is included with Resolution No. R-1324 as Exhibit “A”.

Key discussion points:

- John Maresh read the Executive Summary regarding Resolution No. R-1324 and explained the item.

Action: Councilor Segura made a motion, seconded by Councilor Grigar to approve Resolution No. R-1324, a Resolution calling a Public Hearing to be held on Tuesday, July 19, 2011, at 7:00 p.m., in the Rosenberg City Hall Council Chamber located at 2110 4th Street, Rosenberg, Texas, to receive comments from the public concerning the proposed amendment of the City’s Water and Wastewater Impact Fee

This item was presented at the March 01, 2011 City Council meeting and was deferred to a future agenda. Staff recommends approval of the Street Overlay and Reconstruction Project List as presented.

Key discussion points:

- John Maresh, Assistant City Manager, read and explained the Executive Summary regarding City of Rosenberg Street Overlay and Reconstruction Project List.
- Councilor Segura stated on some of the street overlays we had a problem with Southgate. Has that been rectified? John Marsh stated yes, that was some level up work and it was extremely thin. Our plan is to do a full overlay.
- Councilor Salazar asked what the order of streets will be and the timeframe. John Maresh stated if this is approved the next step is to submit a letter to the County and request to be placed on their list. We will have to wait and see how it will be scheduled in with Fort Bend County. At this point we do not know.

Action: Councilor Segura made a motion, seconded by Councilor Grigar to approve the City of Rosenberg Street Overlay and Reconstruction Project List. The motion carried by a unanimous vote.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1311, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO ASSIGN A PORTION OF THE CITY'S 2011 ALLOCATION OF BRAZOS RIVER AUTHORITY WATER SUPPLY TO THE GULF COAST WATER AUTHORITY AT THE SAME RATE PAID TO THE BRAZOS RIVER AUTHORITY.**

Executive Summary: Staff was recently contacted by Robert Istre, General Manager for the Gulf Coast Water Authority (GCWA) and Cathy Dominguez of the Brazos River Authority (BRA) regarding a request to assign the City's 2011 BRA water allotment to the Gulf Coast Water Authority.

Staff has reviewed the request and recommends the assignment of up to four thousand four hundred ninety (4,490) acre feet of the four thousand five hundred (4,500) acre feet available to the City. The remaining ten (10) acre feet will be retained by the City for use during the surface water pilot plant study that is scheduled to begin this summer in association with the West Fort Bend County Regional Water Treatment Facility Project. The City would be reimbursed for the allotment at the same rate the City paid to BRA. Upon approval of this Resolution, the Brazos River Authority will prepare the necessary documents to assign the water. To that end, staff recommends approval of Resolution No. R-1311 as presented.

Key discussion points:

- John Maresh, Assistant City Manager, read the Executive Summary regarding Resolution No. R-1311. They are also working with the City of Richmond so our intent is to craft the same agreement that would be used by both Richmond and Rosenberg for this.
- Councilor Grigar asked whose fiscal year, Gulf Coast Water Authority or Brazos River Authority (BRA). John Maresh stated our contract is setup on BRA's fiscal year that ends August 31st.
- Councilor Grigar asked what the reason is for the allocation to Gulf Coast Water Authority. Once you give it away it is hard to get it back. John Maresh stated they have some on-going concerns with availability of water, especially with the drought conditions. BRA does not have any more water for sale at this point. They are looking at entities that have water and are not using it to secure it for their use.
- Councilor Grigar asked how this is metered to insure we will still have our ten acre fee. John Maresh stated this allocation is only for this fiscal year of August 31st. There may be a subsequent agreement into the next year. The water is monitored and we report it monthly to BRA. The Gulf Coast Water Authority takes water out of the river now so those mechanisms are in place. We will not be using this water this year and it is a take or pay contract so it would give us the ability to recoup some of those funds we are spending and not getting benefit of that water at this time.
- Councilor Suter stated he has the same concerns as Councilor Grigar. Is this only a one year deal and what is our expected revenue? John Marsh stated yes only short term. We don't have the final numbers worked out, but we paid \$62.50 per acre foot. It could be near \$280,000 if we got the full 4,490 feet and used it depending on how the agreement is structured and how much water they actually use. This is just the first step to negotiate that agreement with BRA and the Gulf Coast Water Authority.
- Councilor Suter asked if it will be paid monthly or a lump sum and where do we intend to put it? John Maresh stated that is something we will have to negotiate in the agreement with the Gulf

Coast Water Authority and BRA. This would be reimbursed into the Subsidence Fund which is being used to fund our portion of the surface water project.

- Councilor Salazar stated the System Water Availability Agreement has the System Rate at \$54.50 how did we get to \$62.50? John Maresh stated the agreement was entered into in 2007 and that was the rate. They do an increase annually and the current rate is \$62.50.
- Mayor Gurecky stated we are take or pay and we will pay the \$62.50 for 5,000 acres and this makes sense. Instead of letting the water run into the gulf, this allows someone else to take the water and we will get paid for this water.
- Councilor Grigar stated he is trying to understand why they came to us and Richmond and what are they going to do after August 31st. John Maresh stated since we do not have to do the conversion until 2015 hopefully they will come back and ask us for more. We could recoup some of that cost since this is a take or pay contract.
- Councilor Grigar asked if the agreement would come back to Council to approve or does this Resolution authorize you to negotiate and execute everything. John Maresh stated it would authorize the City Manager to negotiate and enter into those contracts. The Gulf Coast Water Authority is under some time constraints trying to fulfill their requirements.
- Councilor Salazar asked if the agreement would be from May through August 31, 2011 or through August 31, 2012. John Maresh stated initially it would be from this point until August 31, 2011. The potential is there to extend it beyond that period of time.
- Councilor Suter asked if the recommendation is to extend one year at a time. He does not want it to continue on and then we are in need of it. John Maresh stated by 2015 we have to meet that 30% conversion to meet the Subsidence District requirements we certainly would not go beyond that point.
- Councilor Grigar stated he feels that he needs more information. Jack Hamlett stated we don't have the time. This is an opportunity to reimburse ourselves. We have already paid it and it will flow down the river.

Action: Councilor Suter made a motion, seconded by Councilor Salazar to approve Resolution No. R-1311, a Resolution authorizing the City Manager to execute all documents required to assign a portion of the City's 2011 allocation of Brazos River Authority water supply to the Gulf Coast Water Authority at the same rate paid to the Brazos River Authority. The motion carried by a unanimous vote.

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

Action: Councilor Grigar made a motion, seconded by Councilor Segura to adjourn for Executive Session at 7:50 p.m. The motion carried by a unanimous vote.

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

An Executive Session was held to consult with the City Attorney to receive legal advice on legal matters pursuant to Texas local government code Section 551.071.

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

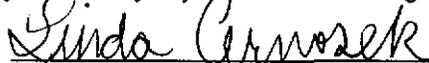
Mayor Gurecky adjourned the Executive Session and reconvened into Regular Session at 8:17 p.m.

9. **ANNOUNCEMENTS.**

There were no announcements.

10. **ADJOURNMENT.**

There being no further business Mayor Gurecky adjourned the meeting at 8:18 p.m.



Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
C	Ordinance No. 2014-05 - Location of Stop Signs
ITEM/MOTION	

Consideration of and action on Ordinance No. 2014-05, 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 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; and, providing for severability.

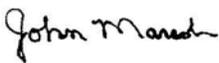
FINANCIAL SUMMARY	ELECTION DISTRICT
Annualized Dollars: <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input checked="" type="checkbox"/> District 3 <input type="checkbox"/>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

SUPPORTING DOCUMENTS:

1. Ordinance No. 2014-05 - Redline
2. Ordinance No. 2014-05
3. City Council Meeting Draft Minute Excerpt – 01-21-14

MUD #: N/A

APPROVALS

Submitted by:  John Maresh Assistant City Manager	Reviewed by: <input type="checkbox"/> Finance Director <input checked="" type="checkbox"/> City Attorney <i>LJL/rIm</i> <input type="checkbox"/> City Engineer <input type="checkbox"/> Assistant City Manager <input type="checkbox"/> (Other)	Approved for Submittal to City Council:  Robert Gracia City Manager
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EXECUTIVE SUMMARY

During the January 21, 2014 meeting, City Council discussed the proposed installation of four-way stop signs at the intersection of Avenue L and Millie Street. City Council did take action directing the installation of four-way stop signs at this intersection.

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

Staff recommends approval of Ordinance No. 2014-05 as presented.

ORDINANCE NO. 2014-05

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, 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 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; AND, PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Rosenberg, Texas, has determined that the safety and welfare of the citizens of the City and other members of the traveling public require removing certain stop signs and placing stop signs at certain locations which requires deleting the following stop sign designations from Section 28-41 (b) and (d) of Article II, Division 2 of Chapter 28, Stop Streets, and substituting a new Section 28-41 (b) and (d) with new stop sign designations; and,

WHEREAS, Chapter 28 is hereby amended to include a penalty range of a fine in an amount of not less than one dollar (\$1.00) and not more than two hundred dollars (\$200.00); now, therefore,

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That the Code of Ordinances of the City of Rosenberg is hereby amended by deleting from Chapter 28, Section 28-41 (b) and (d) Stop Signs Designated, of Article II, Division 2, and substituting a new Section 28-41 (b) and (d) Stop Signs Designated as follows:

“Sec. 28-41. - Stop signs designated.

* * *

(b) *Two-way stops.* Stop signs indicating two-way stops shall be placed at the following locations within the city:

<i>Stop Street</i>	<i>Intersecting Streets</i>
1 st Street	1 st Street and Avenue D
1 st Street	1 st Street and Avenue E
2 nd Street	2 nd Street and Avenue D
2 nd Street	2 nd Street and F.M. Highway 1640 (Avenue I)
2 nd Street	2 nd Street and U.S. Highway 90A (Avenue H)
3 rd Street	3 rd Street and Avenue M
3 rd Street	3 rd Street and Brooks Avenue
3 rd Street	3 rd Street and F.M. Highway 1640 (Avenue I)
3 rd Street	3 rd Street and Main Street
4 th Street	4 th Street and Avenue D
4 th Street	4 th Street and U.S. Highway 90A (Avenue H)
5 th Street	5 th Street and Avenue D
5 th Street	5 th Street and Avenue G
5 th Street	5 th Street and Avenue M
5 th Street	5 th Street and Avenue N
5 th Street	5 th Street and Avenue O
5 th Street	5 th Street and F.M. Highway 1640 (Avenue I)
5 th Street	5 th Street and U.S. Highway 90A (Avenue H)
6 th Street	6 th Street and Avenue G
6 th Street	6 th Street and Avenue M
6 th Street	6 th Street and Avenue N
6 th Street	6 th Street and Avenue O
6 th Street	6 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and Avenue G
7 th Street	7 th Street and Avenue L
7 th Street	7 th Street and Avenue M
7 th Street	7 th Street and Avenue O

7 th Street	7 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and U.S. Highway 90A (Avenue H)
8 th Street	8 th Street and Avenue A
8 th Street	8 th Street and Avenue G
Alamo Street	Alamo Street and Avenue G
Alamo Street	Alamo Street and Avenue J
Alamo Street	Alamo Street and Avenue K
Alamo Street	Alamo Street and F.M. Highway 1640 (Avenue I)
Allen Street	Allen Street and Avenue K
Allen Street	Allen Street and F.M. Highway 1640 (Avenue I)
Allwright Street	Allwright Street and Reading Road
Aquarius Street	Aquarius Street and Pisces Street
Avenue A	Avenue A and 2 nd Street
Avenue A	Avenue A and 7 th Street
Avenue B	Avenue B and 2 nd Street
Avenue B	Avenue B and 7 th Street
Avenue C	Avenue C and 5 th Street
Avenue D	Avenue D and 6 th Street
Avenue E	Avenue E and 3 rd Street
Avenue E	Avenue E and Mulcahy Street
Avenue E	Avenue E and Willow Street
Avenue F	Avenue F and 8 th Street
Avenue F	Avenue F and Jennetta Street
Avenue F	Avenue F and San Jacinto Street
Avenue G	Avenue G and Houston Street
Avenue G	Avenue G and Mulcahy Street
Avenue J	Avenue J and 2 nd Street
Avenue J	Avenue J and 3 rd Street
Avenue J	Avenue J and 4 th Street
Avenue J	Avenue J and 5 th Street
Avenue J	Avenue J and 6 th Street
Avenue J	Avenue J and 8 th Street
Avenue J	Avenue J and Allen Street
Avenue J	Avenue J and Austin Street

Avenue J	Avenue J and Brazos Street
Avenue J	Avenue J and Carlisle Street
Avenue J	Avenue J and Damon Street
Avenue J	Avenue J and Frost Street
Avenue J	Avenue J and Houston Street
Avenue J	Avenue J and James Street
Avenue J	Avenue J and Lawrence Street
Avenue J	Avenue J and MacArthur Street
Avenue J	Avenue J and Miles Street
Avenue J	Avenue J and Mulcahy Street
Avenue J	Avenue J and San Jacinto Street
Avenue J	Avenue J and State Highway 36 (1 st Street)
Avenue J	Avenue J and Tobola Street
Avenue J	Avenue J and Ward Street
Avenue J	Avenue J and West Street
Avenue K	Avenue K and 3 rd Street
Avenue K	Avenue K and 4 th Street
Avenue K	Avenue K and 5 th Street
Avenue K	Avenue K and 6 th Street
Avenue K	Avenue K and 7 th Street
Avenue K	Avenue K and Austin Street
Avenue K	Avenue K and Carlisle Street
Avenue K	Avenue K and Frost Street
Avenue K	Avenue K and George Street
Avenue K	Avenue K and Mulcahy Street
Avenue K	Avenue K and State Highway 36 (1 st Street)
Avenue K	Avenue K and West Street
Avenue L	Avenue L and 2 nd Street
Avenue L	Avenue L and 3 rd Street
Avenue L	Avenue L and 4 th Street
Avenue L	Avenue L and 6 th Street
Avenue L	Avenue L and Brazos Street
Avenue L	Avenue L and Carlisle Street
Avenue L	Avenue L and Damon Street

Avenue L	Avenue L and Frost Street
Avenue L	Avenue L and Georgina Street
Avenue L	Avenue L and Miles Street
Avenue L	Avenue L and Millie Street
Avenue L	Avenue L and State Highway 36 (1 st Street)
Avenue L	Avenue L and Tobola Street
Avenue L	Avenue L and West Street
Avenue M	Avenue M and Frost Street
Avenue M	Avenue M and George Street
Avenue M	Avenue M and Mulcahy Street
Avenue N	Avenue N and 7 th Street
Avenue P	Avenue P and Tobola Street
Avenue R	Avenue R and Avenue P
Bamore Road	Bamore Road and F.M. Highway 1640 (Avenue I)
Brazos Street	Brazos Street and Avenue E
Brazos Street	Brazos Street and Avenue K
Brazos Street	Brazos Street and F.M. Highway 1640 (Avenue I)
Brazos Street	Brazos Street and U.S. Highway 90A (Avenue H)
Brooks Avenue	Brooks Avenue and State Highway 36 (1 st Street)
Callaway Cove Court	Callaway Cove Court and Iris Hills Lane
Carlisle Street	Carlisle Street and Dyer Avenue
Carlisle Street	Carlisle Street and F.M. Highway 1640 (Avenue I)
Carlisle Street	Carlisle Street and U.S. Highway 90A (Avenue H)
Cottage Creek Lane	Cottage Creek Lane and Heath Ridge Lane
Cypress Lane	Cypress Lane and Mons Avenue
Dallas Avenue	Dallas Avenue and Brazos Street
Dallas Avenue	Dallas Avenue and Carlisle Street
Dallas Avenue	Dallas Avenue and Frost Street
Dallas Avenue	Dallas Avenue and George Street
Dallas Avenue	Dallas Avenue and Houston Street
Dallas Avenue	Dallas Avenue and Mulcahy Street
Dallas Avenue	Dallas Avenue and West Street
Damon Street	Damon Street and U.S. Highway 90A (Avenue H)
Davis Avenue	Davis Avenue and Ward Street

Divin Drive	Divin Drive and Town Center Boulevard
Dyer Avenue	Dyer Avenue and Brazos Street
Dyer Avenue	Dyer Avenue and Frost Street
Dyer Avenue	Dyer Avenue and Mulcahy Street
Dyer Avenue	Dyer Avenue and West Street
Elizabeth Avenue	Elizabeth Avenue and West Street
Frances Drive	Frances Drive and Lane Drive
Frost Street	Frost Street and F.M. Highway 1640 (Avenue I)
Frost Street	Frost Street and U.S. Highway 90A (Avenue H)
George Street	George Street and Avenue J
George Street	George Street and Walger Avenue (North)
Georgina Street	Georgina Street and Avenue J
Glenmeadow Drive	Glenmeadow Drive and Tobola Street
Hemple Drive	Hemple Drive and Town Center Boulevard
Houston Street	Houston Street and F.M. Highway 1640 (Avenue I)
Houston Street	Houston Street and U.S. Highway 90A (Avenue H)
James Street	James Street and Avenue K
Jones Street	Jones Street and Avenue N
Klauke Street	Klauke Street and Avenue N
Lark Street	Lark Street and Meadow Lane
Laurel Street	Laurel Street and Brumbelow Street
Laurel Street	Laurel Street and Jones Street
Laurel Street	Laurel Street and Junker Street
Laurel Street	Laurel Street and Klauke Street
Laurel Street	Laurel Street and Marilyn Street
Lawrence Street	Lawrence Street and F.M. Highway 1640 (Avenue I)
Leaman Avenue	Leaman Avenue and State Highway 36 (1 st Street)
Leonard Street	Leonard Street and Brumbelow Street
Leonard Street	Leonard Street and Jones Street
Leonard Street	Leonard Street and Junker Street
Leonard Street	Leonard Street and Klauke Street
Leonard Street	Leonard Street and Marilyn Street
Lindsey Drive	Lindsey Drive and Lane Drive
Longhorn Drive	Longhorn Drive and Airport Avenue

Louise Street	Louise Street and Avenue J
Louise Street	Louise Street and Avenue L
Louise Street	Louise Street and Avenue N
Louise Street	Louise Street and F.M. Highway 1640 (Avenue I)
Madison Avenue	Madison Avenue and Ward Street
Mahlman Street	Mahlman Street and Avenue N
Manor Drive	Manor Drive and Village Court Drive
Matamoros Drive	Matamoros Drive and Blume Road
Miles Street	Miles Street and F.M. Highway 1640 (Avenue I)
Mulcahy Street	Mulcahy Street and F.M. Highway 1640 (Avenue I)
Mulcahy Street	Mulcahy Street and U.S. Highway 90A (Avenue H)
Oak Briar Lane	Oak Briar Lane and Heath Ridge Lane
Pecan Park Drive	Pecan Park Drive and Westwood Drive
Randon Dyer Road	Randon Dyer Road and US Highway 90A
Randon School Road	Randon School Road and Spur 10
Raven Street	Raven Street and Meadow Lane
Rice Street	Rice Street and State Highway 36 (1 st Street)
Ripple Creek Drive	Ripple Creek Drive and Freeway Manor Drive
Robinowitz Road	Robinowitz Road and Spur 10
San Jacinto Street	San Jacinto Street and Avenue G
San Jacinto Street	San Jacinto Street and F.M. Highway 1640 (Avenue I)
San Jacinto Street	San Jacinto Street and U.S. Highway 90A (Avenue H)
Silverton Bend	Silverton Bend and Wagon Wheel Lane
Spur 10 Ramp North of U.S. Highway 59	Spur 10 Ramp North of U.S. Highway 59 and Spur 10
Spur 529	Spur 529 and U.S. Highway 59 (Southbound)
Texas Avenue	Texas Avenue and Brazos Street
Texas Avenue	Texas Avenue and Carlisle Street
Texas Avenue	Texas Avenue and Frost Street
Texas Avenue	Texas Avenue and Houston Street
Texas Avenue	Texas Avenue and Mulcahy Street
Texas Avenue	Texas Avenue and West Street
Timber Lane	Timber Lane and Lane Drive

Tobola Street	Tobola Street and Avenue N
Turtle Creek Drive	Turtle Creek Drive and Longhorn Drive
U.S. Highway 59 Frontage Road (Northbound)	U.S. Highway 59 Frontage Road (Northbound) and Cottonwood Church Road
Vera Cruz Drive	Vera Cruz Drive and Blume Road
Vera Cruz Drive	Vera Cruz Drive and Seabourne Meadows Drive
Ward Street	Ward Street and Avenue F
Ward Street	Ward Street and Avenue G
West Street	West Street and Avenue D
Wild Cotton Road	Wild Cotton Road and Bamore Road
Wilson Drive	Wilson Drive and Lane Drive
Winding Lakes Lane	Winding Lakes Lane and F.M. Highway 2977

* * *

(d) *Four-way stops.* Stop signs indicating four-way stops shall be placed at the following locations within the city:

3rd Street and Avenue F
3rd Street and Avenue G
Avenue C and 3rd Street
Avenue D and Mulcahy Street
Avenue D, Willow Drive, and Candler Street
Avenue D and 3rd Street
Avenue E and Carlisle Street
Avenue E and 6th Street
Avenue F and Alamo Street
Avenue F and Damon Street
Avenue F and 6th Street
Avenue G and 4th Street
Avenue G and 2nd Street
Avenue J and Millie Street
Avenue J and 7th Street
Avenue K and 2nd Street
Avenue K and Ward Street
Avenue L and 5th Street
Avenue L and Lawrence Street
Avenue L and Millie Street
Avenue L and Mulcahy Street
Avenue M and Brazos Street
Avenue M and 4th Street
Avenue N and Alamo Street and the driveway opposite Alamo Street
Avenue N and 8th Street

Avenue N and Ward Street
Avenue O and Tobola Street
Brazos Center Boulevard, Winding Lakes Lane, Brazos Town Crossing, and driveway
opposite Brazos Center Boulevard
Carlisle Street and Avenue M
Commercial Drive, Mercantile Drive, and driveway opposite Mercantile Drive
Commercial Drive, Plaza Drive, and driveway opposite Plaza Drive
Ellis Grove Lane and Archer Ranch Lane
George Street and Avenue L
Hartledge Road, Spur 10, and U.S. Highway 59 Frontage Road (Northbound)
Herbie Road and Debbie Street
Louise Street and Airport Avenue
Mahlman Street and Avenue O
Monroe Avenue and Ward Street
Mulcahy Street and Walger Avenue
Mustang Avenue and Lane Drive
Oakland Valley Drive and Wagon Wheel Lane
Parrott Avenue and Ward Street
Radio Lane, Ida Street, and Mustang Avenue
Reading Road and Spacek Road
Reading Road and Town Center Boulevard
Sally Anne Drive and Lane Drive
Southgate Drive and West Street
Spacek Road and Brazos Town Crossing
Spur 10 and U.S. Highway 59 Frontage Road (Southbound)
Timber Lane and Frances Drive
Town Center Boulevard and driveways approximately 320 feet north of Commercial
Drive
Walger Avenue (North) and West Street
West Street and Avenue M”

Section 3. Any person who shall violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than two hundred dollars (\$200.00).

Section 4. All ordinances or parts inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any

reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the _____ day of _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

Lora Jean D. Lenzsch, **CITY ATTORNEY**

ORDINANCE NO. 2014-05

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, 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 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; AND, PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Rosenberg, Texas, has determined that the safety and welfare of the citizens of the City and other members of the traveling public require removing certain stop signs and placing stop signs at certain locations which requires deleting the following stop sign designations from Section 28-41 (b) and (d) of Article II, Division 2 of Chapter 28, Stop Streets, and substituting a new Section 28-41 (b) and (d) with new stop sign designations; and,

WHEREAS, Chapter 28 is hereby amended to include a penalty range of a fine in an amount of not less than one dollar (\$1.00) and not more than two hundred dollars (\$200.00); now, therefore,

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. That the Code of Ordinances of the City of Rosenberg is hereby amended by deleting from Chapter 28, Section 28-41 (b) and (d) Stop Signs Designated, of Article II, Division 2, and substituting a new Section 28-41 (b) and (d) Stop Signs Designated as follows:

“Sec. 28-41. - Stop signs designated.

* * *

(b) *Two-way stops.* Stop signs indicating two-way stops shall be placed at the following locations within the city:

<i>Stop Street</i>	<i>Intersecting Streets</i>
1 st Street	1 st Street and Avenue D
1 st Street	1 st Street and Avenue E
2 nd Street	2 nd Street and Avenue D
2 nd Street	2 nd Street and F.M. Highway 1640 (Avenue I)
2 nd Street	2 nd Street and U.S. Highway 90A (Avenue H)
3 rd Street	3 rd Street and Avenue M
3 rd Street	3 rd Street and Brooks Avenue
3 rd Street	3 rd Street and F.M. Highway 1640 (Avenue I)
3 rd Street	3 rd Street and Main Street
4 th Street	4 th Street and Avenue D
4 th Street	4 th Street and U.S. Highway 90A (Avenue H)
5 th Street	5 th Street and Avenue D
5 th Street	5 th Street and Avenue G
5 th Street	5 th Street and Avenue M
5 th Street	5 th Street and Avenue N
5 th Street	5 th Street and Avenue O
5 th Street	5 th Street and F.M. Highway 1640 (Avenue I)
5 th Street	5 th Street and U.S. Highway 90A (Avenue H)
6 th Street	6 th Street and Avenue G
6 th Street	6 th Street and Avenue M
6 th Street	6 th Street and Avenue N
6 th Street	6 th Street and Avenue O
6 th Street	6 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and Avenue G
7 th Street	7 th Street and Avenue L
7 th Street	7 th Street and Avenue M
7 th Street	7 th Street and Avenue O

7 th Street	7 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and U.S. Highway 90A (Avenue H)
8 th Street	8 th Street and Avenue A
8 th Street	8 th Street and Avenue G
Alamo Street	Alamo Street and Avenue G
Alamo Street	Alamo Street and Avenue J
Alamo Street	Alamo Street and Avenue K
Alamo Street	Alamo Street and F.M. Highway 1640 (Avenue I)
Allen Street	Allen Street and Avenue K
Allen Street	Allen Street and F.M. Highway 1640 (Avenue I)
Allwright Street	Allwright Street and Reading Road
Aquarius Street	Aquarius Street and Pisces Street
Avenue A	Avenue A and 2 nd Street
Avenue A	Avenue A and 7 th Street
Avenue B	Avenue B and 2 nd Street
Avenue B	Avenue B and 7 th Street
Avenue C	Avenue C and 5 th Street
Avenue D	Avenue D and 6 th Street
Avenue E	Avenue E and 3 rd Street
Avenue E	Avenue E and Mulcahy Street
Avenue E	Avenue E and Willow Street
Avenue F	Avenue F and 8 th Street
Avenue F	Avenue F and Jennetta Street
Avenue F	Avenue F and San Jacinto Street
Avenue G	Avenue G and Houston Street
Avenue G	Avenue G and Mulcahy Street
Avenue J	Avenue J and 2 nd Street
Avenue J	Avenue J and 3 rd Street
Avenue J	Avenue J and 4 th Street
Avenue J	Avenue J and 5 th Street
Avenue J	Avenue J and 6 th Street
Avenue J	Avenue J and 8 th Street
Avenue J	Avenue J and Allen Street
Avenue J	Avenue J and Austin Street

Avenue J	Avenue J and Brazos Street
Avenue J	Avenue J and Carlisle Street
Avenue J	Avenue J and Damon Street
Avenue J	Avenue J and Frost Street
Avenue J	Avenue J and Houston Street
Avenue J	Avenue J and James Street
Avenue J	Avenue J and Lawrence Street
Avenue J	Avenue J and MacArthur Street
Avenue J	Avenue J and Miles Street
Avenue J	Avenue J and Mulcahy Street
Avenue J	Avenue J and San Jacinto Street
Avenue J	Avenue J and State Highway 36 (1 st Street)
Avenue J	Avenue J and Tobola Street
Avenue J	Avenue J and Ward Street
Avenue J	Avenue J and West Street
Avenue K	Avenue K and 3 rd Street
Avenue K	Avenue K and 4 th Street
Avenue K	Avenue K and 5 th Street
Avenue K	Avenue K and 6 th Street
Avenue K	Avenue K and 7 th Street
Avenue K	Avenue K and Austin Street
Avenue K	Avenue K and Carlisle Street
Avenue K	Avenue K and Frost Street
Avenue K	Avenue K and George Street
Avenue K	Avenue K and Mulcahy Street
Avenue K	Avenue K and State Highway 36 (1 st Street)
Avenue K	Avenue K and West Street
Avenue L	Avenue L and 2 nd Street
Avenue L	Avenue L and 3 rd Street
Avenue L	Avenue L and 4 th Street
Avenue L	Avenue L and 6 th Street
Avenue L	Avenue L and Brazos Street
Avenue L	Avenue L and Carlisle Street
Avenue L	Avenue L and Damon Street

Avenue L	Avenue L and Frost Street
Avenue L	Avenue L and Georgina Street
Avenue L	Avenue L and Miles Street
Avenue L	Avenue L and State Highway 36 (1 st Street)
Avenue L	Avenue L and Tobola Street
Avenue L	Avenue L and West Street
Avenue M	Avenue M and Frost Street
Avenue M	Avenue M and George Street
Avenue M	Avenue M and Mulcahy Street
Avenue N	Avenue N and 7 th Street
Avenue P	Avenue P and Tobola Street
Avenue R	Avenue R and Avenue P
Bamore Road	Bamore Road and F.M. Highway 1640 (Avenue I)
Brazos Street	Brazos Street and Avenue E
Brazos Street	Brazos Street and Avenue K
Brazos Street	Brazos Street and F.M. Highway 1640 (Avenue I)
Brazos Street	Brazos Street and U.S. Highway 90A (Avenue H)
Brooks Avenue	Brooks Avenue and State Highway 36 (1 st Street)
Callaway Cove Court	Callaway Cove Court and Iris Hills Lane
Carlisle Street	Carlisle Street and Dyer Avenue
Carlisle Street	Carlisle Street and F.M. Highway 1640 (Avenue I)
Carlisle Street	Carlisle Street and U.S. Highway 90A (Avenue H)
Cottage Creek Lane	Cottage Creek Lane and Heath Ridge Lane
Cypress Lane	Cypress Lane and Mons Avenue
Dallas Avenue	Dallas Avenue and Brazos Street
Dallas Avenue	Dallas Avenue and Carlisle Street
Dallas Avenue	Dallas Avenue and Frost Street
Dallas Avenue	Dallas Avenue and George Street
Dallas Avenue	Dallas Avenue and Houston Street
Dallas Avenue	Dallas Avenue and Mulcahy Street
Dallas Avenue	Dallas Avenue and West Street
Damon Street	Damon Street and U.S. Highway 90A (Avenue H)
Davis Avenue	Davis Avenue and Ward Street
Divin Drive	Divin Drive and Town Center Boulevard

Dyer Avenue	Dyer Avenue and Brazos Street
Dyer Avenue	Dyer Avenue and Frost Street
Dyer Avenue	Dyer Avenue and Mulcahy Street
Dyer Avenue	Dyer Avenue and West Street
Elizabeth Avenue	Elizabeth Avenue and West Street
Frances Drive	Frances Drive and Lane Drive
Frost Street	Frost Street and F.M. Highway 1640 (Avenue I)
Frost Street	Frost Street and U.S. Highway 90A (Avenue H)
George Street	George Street and Avenue J
George Street	George Street and Walger Avenue (North)
Georgina Street	Georgina Street and Avenue J
Glenmeadow Drive	Glenmeadow Drive and Tobola Street
Hemple Drive	Hemple Drive and Town Center Boulevard
Houston Street	Houston Street and F.M. Highway 1640 (Avenue I)
Houston Street	Houston Street and U.S. Highway 90A (Avenue H)
James Street	James Street and Avenue K
Jones Street	Jones Street and Avenue N
Klauke Street	Klauke Street and Avenue N
Lark Street	Lark Street and Meadow Lane
Laurel Street	Laurel Street and Brumbelow Street
Laurel Street	Laurel Street and Jones Street
Laurel Street	Laurel Street and Junker Street
Laurel Street	Laurel Street and Klauke Street
Laurel Street	Laurel Street and Marilyn Street
Lawrence Street	Lawrence Street and F.M. Highway 1640 (Avenue I)
Leaman Avenue	Leaman Avenue and State Highway 36 (1 st Street)
Leonard Street	Leonard Street and Brumbelow Street
Leonard Street	Leonard Street and Jones Street
Leonard Street	Leonard Street and Junker Street
Leonard Street	Leonard Street and Klauke Street
Leonard Street	Leonard Street and Marilyn Street
Lindsey Drive	Lindsey Drive and Lane Drive
Longhorn Drive	Longhorn Drive and Airport Avenue
Louise Street	Louise Street and Avenue J

Louise Street	Louise Street and Avenue L
Louise Street	Louise Street and Avenue N
Louise Street	Louise Street and F.M. Highway 1640 (Avenue I)
Madison Avenue	Madison Avenue and Ward Street
Mahlman Street	Mahlman Street and Avenue N
Manor Drive	Manor Drive and Village Court Drive
Matamoros Drive	Matamoros Drive and Blume Road
Miles Street	Miles Street and F.M. Highway 1640 (Avenue I)
Mulcahy Street	Mulcahy Street and F.M. Highway 1640 (Avenue I)
Mulcahy Street	Mulcahy Street and U.S. Highway 90A (Avenue H)
Oak Briar Lane	Oak Briar Lane and Heath Ridge Lane
Pecan Park Drive	Pecan Park Drive and Westwood Drive
Randon Dyer Road	Randon Dyer Road and US Highway 90A
Randon School Road	Randon School Road and Spur 10
Raven Street	Raven Street and Meadow Lane
Rice Street	Rice Street and State Highway 36 (1 st Street)
Ripple Creek Drive	Ripple Creek Drive and Freeway Manor Drive
Robinowitz Road	Robinowitz Road and Spur 10
San Jacinto Street	San Jacinto Street and Avenue G
San Jacinto Street	San Jacinto Street and F.M. Highway 1640 (Avenue I)
San Jacinto Street	San Jacinto Street and U.S. Highway 90A (Avenue H)
Silverton Bend	Silverton Bend and Wagon Wheel Lane
Spur 10 Ramp North of U.S. Highway 59	Spur 10 Ramp North of U.S. Highway 59 and Spur 10
Spur 529	Spur 529 and U.S. Highway 59 (Southbound)
Texas Avenue	Texas Avenue and Brazos Street
Texas Avenue	Texas Avenue and Carlisle Street
Texas Avenue	Texas Avenue and Frost Street
Texas Avenue	Texas Avenue and Houston Street
Texas Avenue	Texas Avenue and Mulcahy Street
Texas Avenue	Texas Avenue and West Street
Timber Lane	Timber Lane and Lane Drive
Tobola Street	Tobola Street and Avenue N

Turtle Creek Drive	Turtle Creek Drive and Longhorn Drive
U.S. Highway 59 Frontage Road (Northbound)	U.S. Highway 59 Frontage Road (Northbound) and Cottonwood Church Road
Vera Cruz Drive	Vera Cruz Drive and Blume Road
Vera Cruz Drive	Vera Cruz Drive and Seabourne Meadows Drive
Ward Street	Ward Street and Avenue F
Ward Street	Ward Street and Avenue G
West Street	West Street and Avenue D
Wild Cotton Road	Wild Cotton Road and Bamore Road
Wilson Drive	Wilson Drive and Lane Drive
Winding Lakes Lane	Winding Lakes Lane and F.M. Highway 2977

* * *

(d) *Four-way stops.* Stop signs indicating four-way stops shall be placed at the following locations within the city:

3rd Street and Avenue F
 3rd Street and Avenue G
 Avenue C and 3rd Street
 Avenue D and Mulcahy Street
 Avenue D, Willow Drive, and Candler Street
 Avenue D and 3rd Street
 Avenue E and Carlisle Street
 Avenue E and 6th Street
 Avenue F and Alamo Street
 Avenue F and Damon Street
 Avenue F and 6th Street
 Avenue G and 4th Street
 Avenue G and 2nd Street
 Avenue J and Millie Street
 Avenue J and 7th Street
 Avenue K and 2nd Street
 Avenue K and Ward Street
 Avenue L and 5th Street
 Avenue L and Lawrence Street
 Avenue L and Millie Street
 Avenue L and Mulcahy Street
 Avenue M and Brazos Street
 Avenue M and 4th Street
 Avenue N and Alamo Street and the driveway opposite Alamo Street
 Avenue N and 8th Street
 Avenue N and Ward Street

Avenue O and Tobola Street
Brazos Center Boulevard, Winding Lakes Lane, Brazos Town Crossing, and driveway
opposite Brazos Center Boulevard
Carlisle Street and Avenue M
Commercial Drive, Mercantile Drive, and driveway opposite Mercantile Drive
Commercial Drive, Plaza Drive, and driveway opposite Plaza Drive
Ellis Grove Lane and Archer Ranch Lane
George Street and Avenue L
Hartledge Road, Spur 10, and U.S. Highway 59 Frontage Road (Northbound)
Herbie Road and Debbie Street
Louise Street and Airport Avenue
Mahlman Street and Avenue O
Monroe Avenue and Ward Street
Mulcahy Street and Walger Avenue
Mustang Avenue and Lane Drive
Oakland Valley Drive and Wagon Wheel Lane
Parrott Avenue and Ward Street
Radio Lane, Ida Street, and Mustang Avenue
Reading Road and Spacek Road
Reading Road and Town Center Boulevard
Sally Anne Drive and Lane Drive
Southgate Drive and West Street
Spacek Road and Brazos Town Crossing
Spur 10 and U.S. Highway 59 Frontage Road (Southbound)
Timber Lane and Frances Drive
Town Center Boulevard and driveways approximately 320 feet north of Commercial
Drive
Walger Avenue (North) and West Street
West Street and Avenue M”

Section 3. Any person who shall violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than two hundred dollars (\$200.00).

Section 4. All ordinances or parts inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any

reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the _____ day of _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

Lora Jean D. Lenzsch, **CITY ATTORNEY**

8. **REVIEW AND DISCUSS PROPOSED INSTALLATION OF FOUR-WAY STOP SIGNS AT THE INTERSECTION OF AVENUE L AND MILLIE STREET, AND TAKE ACTION AS NECESSARY.**

Executive Summary: This item has been included on the Agenda to allow City Council the opportunity to discuss the proposed addition of four-way stop signs at the intersection of Avenue L at Millie Street.

Speakers:

- The following citizens spoke at the meeting:
- **Diana Cook, 1312 Millie Street, Rosenberg:**
- She has resided at this address for almost 40 years. There is much traffic that goes through on Millie Street. Much of this traffic moves at a high rate of speed, sometimes it sounds like a racetrack and goes on all the time. In the mornings, there are young children and teenagers standing near this intersection waiting for the school bus to pick them up. In the afternoon, the bus drops them off at this intersection as well. Please, for the safety of the children, the subdivision, as well as community as a whole, drivers included, let us make this a safe area. I strongly believe that a preventative action needs to be taken and that a four way stop sign needs to be placed at the intersection of Avenue L and Millie Street. Thank you for letting me speak to you today.
- **Evelyn Ward, 1317 Mille Street, Rosenberg:**
- Councilor Benton stated that Evelyn Ward has laryngitis and he would help her speak. She has seen a lot of accidents and it scares her.
- Councilor Benton stated that Evelyn has been home a lot recently, since she has been sick, and has seen a lot of near misses. Before he was on Council, Evelyn, along with the Dresner's and others, have expressed concern about the danger and near misses of accidents. There is fast traffic and requested Council to consider a four way stop sign at that location.
- **Wanda Sebesta, 1220 Millie Street, Rosenberg:**
- She has lived there for approximately 13 years and for 13 years the speeding traffic has been an issue. There is a four way stop on the north side of Millie Street and Avenue K, which slows down the traffic on the north side, but once they clear that four way stop, it has increased speed all the way to Avenue N. I am here to ask that you give us consideration in placing a four way stop at Avenue L and Millie Street. Thank you.
- **Nina Davis, 1217 Millie Street, Rosenberg:**
- She lives directly across the street from Wanda Sebesta and has lived there for just over ten (10) years and wants to express the same concern as the other. The traffic is exceptionally fast. The cars seem to have no concern for anybody on the street or close to the street. We have children that walk to school and walk home down to the corner where there is no stop sign. There seems to be a cross through from the Walgreens and the bank down the street for people to get to Avenue N. It is quite a thoroughfare day and night, so please consider putting the four way stop signs in at Avenue L and Millie Streets. Thank you.
- **Mike Parsons, 2635 Sequoia Lane, Rosenberg:**
- While I have little issue with any individual or individuals suggesting that stop signs be placed on their street, I would assume that the Council person or persons who represent them have explained in detail the process in which streets are considered. In addition, I would suggest that this Council or Councils in the future use uniform methods to arrive at those decisions or every corner in Rosenberg may find itself with four way stops.
- Trust me when I say that there would be no problem to attain 19 to 20 signatures for a number of stop signs on Mons Avenue--a street, which was "improved" at the disfavor of the citizens who live on it or live on streets that have direct access.
- A street where the average speed was verified to be 38 miles per hour (mph), with highs to 50 to 60 mph after an accident at the corner of Mons and Sequoia several years back. A street where I encourage the Rosenberg Police Department and any other law enforcement agency to use my driveway to monitor speeds and issue tickets thereon, including access to my house, facilities if they so desire.
- Once Council goes down the silly road (no pun intended) of petitions they will be smothered with petition after petition to deal with, rather than focus and concentrate on the long term growth of Rosenberg.
- It is of interest that some members of this Council scoff at the recorded instances of traffic issues as it has to do with Avenues H (90) and I (1640), but appear not to have considered accident rates on either L or Millie? Could this be a prelude to the addition of other requests for four way stops on other streets in the area having been sought for years?

- Council might consider some consistency in making decisions regarding streets with regard to safety, in my humble opinion. Suggest a traffic study in the area and determine if safety incidents appear to require a four way stop, as has been done in the past and make a uniform and consistent decision on the topic. It is these kinds of issue that appear to be, at best, a simulation of politics at a national level. Thank you.

Key discussion points:

- Councilor Benton stated that Council has received a copy of the request signed by nineteen (19) individuals that live closest to the area and are most affected by the lack of traffic control. He respectfully asked that Council place a four way stop sign at the intersection of Avenue L and Millie Street. He doesn't object to Mr. Parson's comments that there are a lot of intersections around town that need stop signs, but you can't finish until you start, and we have folks that are interested and four folks here tonight. I don't think as representatives of folks we cannot help them out in situations like this.
- Mayor Morales stated that Council takes these requests very seriously. On his own street, Bryan Road, he had a petition last year given to him to lower the speed limit. He explained to the citizens that the City has a process and criteria to follow. We do a traffic study, the traffic study may come back it may be in your favor, it may not. The traffic study was done, and part of Bryan Road qualified for a lower speed, and part of it did not. Without the requested criteria, this Council could not have made that decision. We are not traffic engineers. I do take your request very seriously, but I think a traffic study should be done and that should be the criteria that we follow on what the results are. I hope you respect what I am asking.
- Councilor Benton stated we have done traffic studies.
- Councilor McConathy had a question. Have we done a recent traffic study on that street? Charles Kalkomey stated last time we took traffic counts was the latter half of 2011 which is about 2.5 years.
- Councilor McConathy asked how much of a gap do we allow before we do another traffic study. Charles Kalkomey stated there is no policy on the time and another count would be appropriate if Council desired.
- Councilor Bolf stated everyone knows what she thinks about studies, but I think the people who live there is a great study. We definitely need to look at it, and do something. I think the citizens see it every day, but something needs to go in that direction.
- Councilor Grigar stated he agrees something may need to be looked at, but to be across the board, we need to be fair. Just because I think someone is speeding, speed is deceiving. With our counters we have, they count the axles so we know if 18-wheelers are going through there and they count the speed, and how many axles. The manual on Uniform Traffic Control devices takes the politics out of it. It keeps it uniform across the City, so that we apply these all across. If we keep on doing it without a traffic study, without any criteria that's being followed, then this City could be in chaos and we could begin having stop signs everywhere. Avenue N is a perfect example. We have no stop sign between Alamo Street and Radio Lane. You could have how many stop signs along there—at every intersection. That's not feasible. There are other places in the City that are the same way, so I would like to have a traffic study and count done to see what those speeds are and if it does warrant that, then I would like to have those put in place.
- At this intersection, are there already two stop signs? Charles Kalkomey answered yes there are two stop signs at the cross street. Councilor Grigar asked if we had any accidents at this there since 2011? Charles Kalkomey answered that in 2011 there was one accident at the intersection in the previous three years. We have not looked at any accident counts since then. If we do another study, we would look at that.
- Councilor Pena stated he doesn't think these people are looking at the speed limit being lowered, they are asking for someone to regulate the traffic coming through there with a stop sign. I don't believe everyone wants a stop sign in their corner. I don't like driving down some of the streets in Rosenberg. In fact, I avoid them because they do have stop signs everywhere. I think the lady might have seen me almost have an accident in that same intersection. I personally experienced a near accident at that very intersection and I do think it is very dangerous and if we need to follow the traffic study, then we will do that. They park a lot of trucks close to the intersection there and it makes it a blind spot. I think I didn't see the car. Maybe there is some other way to help you. We thank you for your concern.
- Councilor Euton stated she agrees with Councilor Bolf in that she is not a real fan of all the studies, but in a city of this size, we probably need to have some sort of criteria in order to establish the rules uniformly, so I would propose we do a study and try to find out some cure for the residents there.

- Councilor Benton stated this intersection has been studied to death. We are not being good stewards of the people's money to continue to pay for studies. We have people that have requested action by their representatives. They are taxpayers too. We know what we need. I, myself, Charles, had an accident of March 2012 at this intersection. Also, to compare Avenue N with Millie is not a fair comparison. Avenue N is designated as a thoroughfare. I do not believe Millie Street is a thoroughfare. We have a lot of drag strips in this town. We need to start addressing them.
- Mayor Morales stated one thing brought up by Councilor Pena is that like the truck there may be some no parking that needs to be done. This is where the traffic study comes in and not us guessing what needs to be done.

Action: Councilor Benton made a motion, seconded by Councilor Pena to approve the four way stop signs at the intersection of Avenue L and Millie Street. The motion carried 4-3, as follows: **Ayes: Councilors Benton, McConathy, Pena, and Bolf. Noes: Mayor Morales, Councilors Euton and Grigar.**

Mayor Morales stated he respects the vote, but thinks a traffic study should be done. Thank you very much.

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

Action: Councilor McConathy made a motion, seconded by Councilor Benton to adjourn for executive session. The motion carried by a unanimous vote.

10. **HOLD EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.074 TO DELIBERATE THE APPOINTMENT OF THE POLICE CHIEF; AND, FOR DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS AS AUTHORIZED BY SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held pursuant to Texas Government Code Section 551.074 to deliberate the appointment of the police chief; and, for deliberations regarding economic development negotiations as authorized by Section 551.087 of the Texas Government Code.

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

12. **REVIEW AND DISCUSS POLICE CHIEF POSITION, AND TAKE ACTION AS NECESSARY.**

Executive Summary: This Agenda item has been included for City Council to take action if deemed necessary following Executive Session.

No action to be taken as a result of executive session.

13. **ANNOUNCEMENTS.**

- Councilor McConathy congratulated the City of Rosenberg Parks Department for their recognition by the Houston-Galveston Area Council particularly the Texas Master Naturalists for all the work they have done in the parks. The City received a big recognition on behalf of the Parks and the Texas Master Naturalists today.
- Mayor Morales recognized the Police Department and Sergeant Ariel Soltura for the positive national media attention.

14. **ADJOURNMENT.**

There being no further business, Mayor Morales adjourned the meeting at 9:45 p.m.

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
D	Final Plat of Bonbrook Plantation North Section Nine
ITEM/MOTION	
Consideration of and action on a Final Plat of Bonbrook Plantation North Section Nine, a subdivision of 15.118 acres of land situated in the Wiley Martin League, Abstract 56, City of Rosenberg (Partial), Fort Bend County, Texas; 66 lots, 0 reserves, 4 blocks.	
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 (partial)
- City-wide
- N/A

SUPPORTING DOCUMENTS:

1. Final Plat of Bonbrook Plantation North Section Nine
2. Land Plan for Bonbrook Plantation – 09-25-07
3. Planning Commission Meeting Minute Excerpt – 11-20-13
4. Planning Commission Meeting Minute Excerpt – 10-23-13

MUD #: 155 (Bonbrook Plantation)**APPROVALS****Submitted by:**

Travis Tanner
 Travis Tanner, AICP
 Planning Director

Reviewed by:

- Finance Director
- City Attorney
- City Engineer
- Assistant City Manager
- (Other)

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

The Final Plat of Bonbrook Plantation North Section Nine is a proposed subdivision consisting of 15.1 acres and sixty-six (66) single-family residential lots. The location of the Plat is off of Conchola Lane, in the northwest corner of Bonbrook Plantation. The proposed Plat is located largely within the Extraterritorial Jurisdiction (ETJ) and is fully within Fort Bend County Municipal Utility District No. 155 (MUD No. 155). Part of Block 2 (see Lots 4-10) is located within the City Limits.

The Plat is not in conflict with the approved Land Plan for Bonbrook Plantation (see attached), which indicates a typical lot size of fifty-five feet (55') for this area of the development. The majority of the proposed lots are fifty-five-foot (55') lots. Eighteen (18) of the lots are sixty feet (60') or greater in width as noted in the Lot Area Summary. Six (6) of the lots are cul-de-sac or "knuckle" lots that are approximately fifty-five feet (55') as measured at the front building line, but only forty feet (40') at the right-of-way, indicating they are fifty-feet or greater (50'+) lots.

All subdivisions platted so far in Bonbrook Plantation have been in compliance with the approved Land Plan. According to the Land Plan, at build-out, the development will contain 216 (18%) fifty-foot lots, 489 (40%) fifty-five-foot lots, and 515 (42%) sixty-five-foot lots, and a total of 1,220 lots. It appears that 835 lots—or 68 percent of the total 1,220 lots—have been platted at this time.

The proposed Final Plat is consistent with the Preliminary Plat, which was approved by the Planning Commission on October 23, 2013. It is not in conflict with the Development Agreement for MUD No. 155 or with the "Subdivision" Ordinance. The Planning Commission recommended approval to City Council of the Final Plat on November 20, 2013. Staff recommends approval of the Final Plat of Bonbrook Plantation North Section Nine.

STATE OF TEXAS
COUNTY OF FORT BEND
CITY OF ROSENBERG

WE, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, ACTING BY AND THROUGH BRUCE CRAIG, DIVISION PRESIDENT AND GREG COLEMAN, AUTHORIZED AGENT, OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, OWNERS OF THE 15.118 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF BONBROOK PLANTATION NORTH SECTION NINE, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11'6") FOR TEN FEET (10'0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7'6") FOR FOURTEEN FEET (14'0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5'6") FOR SIXTEEN FEET (16'0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10'0") FOR TEN FEET (10'0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8'0") FOR FOURTEEN FEET (14'0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7'0") FOR SIXTEEN FEET (16'0") BACK-TO-BACKGROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16'0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'0") IN WIDTH.

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION NINE WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS' COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY BEAZER HOMES TEXAS HOLDINGS, INC., ITS GENERAL PARTNER, BY BRUCE CRAIG, DIVISION PRESIDENT, HEREUNTO AUTHORIZED, BY ITS AUTHORIZED AGENT, GREG COLEMAN, AND ITS COMMON SEAL, HEREUNTO AFFIXED THIS _____ DAY OF _____, 2013.

BEAZER HOMES TEXAS, L.P.,
A DELAWARE LIMITED PARTNERSHIP

BY: BEAZER HOMES TEXAS HOLDINGS, INC.
GENERAL PARTNER

BY: BRUCE CRAIG, DIVISION PRESIDENT

ATTEST: GREG COLEMAN, AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRUCE CRAIG, DIVISION PRESIDENT OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2013.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GREG COLEMAN, AUTHORIZED AGENT OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2013.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, GARY D. NUTTER, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH WITH PLASTIC CAP MARKED "LJA ENG" AND A LENGTH OF NOT LESS THAN THREE (3) FEET (SEE NOTE 11).

GARY D. NUTTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659

I, MICHEAL WANG, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

MICHEAL WANG, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 92053

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION NINE IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2013.

PETE PAVLOVSKY, CHAIRMAN

WAYNE POLDRACK, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION NINE IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2013.

VINCENT M. MORALES, JR., MAYOR

LINDA CERNOSEK, CITY SECRETARY

I, RICHARD W. STOLLEIS, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

RICHARD W. STOLLEIS, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS _____ DAY OF _____, 2013.

RICHARD MORRISON
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

ROBERT E. HEBERT
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

JAMES PATTERSON
PRECINCT 4, COUNTY COMMISSIONER

I, DIANNE WILSON, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2013 AT _____ O'CLOCK _____ M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

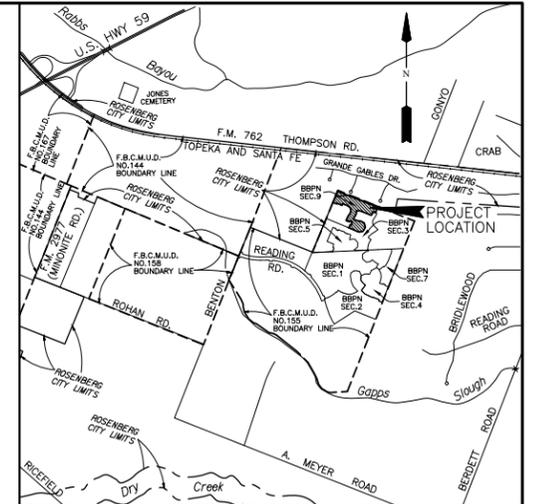
WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____ DEPUTY

NOTES:

- B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; STM. S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; A.E. INDICATES AERIAL EASEMENT; D.E. INDICATES DRAINAGE EASEMENT.
- BENCHMARK: A BRASS DISK STAMPED K-1219, SET IN A CONCRETE HEADWALL LOCATED IN FORT BEND COUNTY, 0.15 MILE SOUTH OF THE INTERSECTION OF STATE HIGHWAY 36 AND MEYER ROAD, SET IN THE TOP OF A CONCRETE HEADWALL AND 1.7 FEET SOUTH OF THE NORTH END OF THE EAST CONCRETE HEADWALL OF A CULVERT, 24 FEET EAST OF THE CENTERLINE OF STATE HIGHWAY 36, AND LEVEL WITH THE HIGHWAYS SURFACE.
ELEV.= 91.69 NAVD88 (1991 ADJ.)
- TBM-INDICATES TEMPORARY BENCHMARK: 5/8 INCH IRON ROD WITH CAP STAMPED "LJA ENG" SET AT THE NORTHWEST CORNER OF CONCHOLA LANE AS SHOWN ON THIS PLAT.
ELEV.= 85.30 NAVD88 (1991 ADJ.)
- ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON U.S.C. & G.S. DATUM, NAVD-88 (1991 ADJ.)
- THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. 1315741603, DATED OCTOBER 24, 2013. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 155, FORT BEND SUBSIDENCE DISTRICT, LAMAR CONSOLIDATED I.S.D., FORT BEND COUNTY DRAINAGE DISTRICT, THE CITY OF ROSENBERG AND THE ETJ OF THE CITY OF ROSENBERG, AND FORT BEND COUNTY.
- IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 48157C 0240J, REVISED JANUARY 3, 1997, THIS PLAT DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN AND LIES WHOLLY WITHIN ZONE "X".
- APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- THE ARE NO PIPELINES NOR PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
- FIVE-EIGHTHS INCH (5/8") IRON RODS WITH PLASTIC CAP MARKED "LJA ENG" THREE FEET (3') IN LENGTH WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- THE MINIMUM SLAB ELEVATION SHALL BE 86.50 FEET, TWELVE (12) INCHES ABOVE THE 100-YEAR FLOOD PLAIN ELEVATION AND MAXIMUM PONDING ELEVATION, EIGHTEEN (18) INCHES ABOVE NATURAL GROUND, OR TWELVE (12) INCHES ABOVE TOP OF CURB AT THE FRONT OF THE LOT, WHICHEVER IS HIGHER, THE TOP OF SLAB ELEVATION AT ANY POINT ON THE PERIMETER OF THE SLAB SHALL NOT BE LESS THAN EIGHTEEN INCHES ABOVE NATURAL GROUND.
- ALL LOTS SHALL HAVE A MINIMUM OF (5) FOOT SIDE BUILDING LINE.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
- THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 2.
- ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- THE COORDINATES SHOWN HEREON ARE TEXAS COORDINATES SYSTEM, SOUTH CENTRAL ZONE (GRID NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINE SCALE FACTOR OF 0.99986482.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
- ALL LOTS HAVE A SIDEWALK PARALLEL TO THE STREET IN FRONT OF THE HOME AND PARALLEL TO THE SIDE STREET ON CORNER LOTS. SAID SIDEWALKS SHALL INCLUDE HANDICAPPED RAMPS AS REQUIRED. IT IS FURTHER REQUIRED THAT THE SIDEWALKS AND RAMPS MUST CONFORM WITH ALL CITY OF ROSENBERG AND FORT BEND COUNTY CODES AND SPECIFICATIONS. THE INSTALLATION OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDERS AND AS SET OUT IN THE GUIDELINES. LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS ON THE LOT IN A SAFE AND NEAT MANNER.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- A MINIMUM DISTANCE OF TEN (10) FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.



VICINITY MAP
NO SCALE
KEY MAPS NO. 606Y

BONBROOK PLANTATION NORTH SECTION NINE

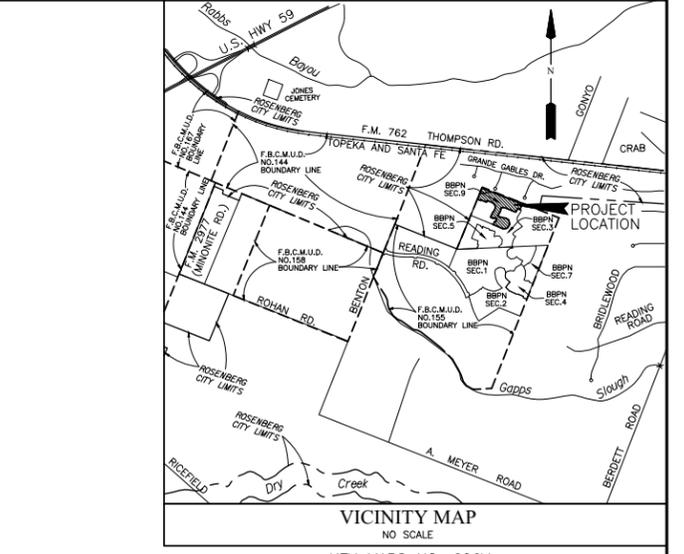
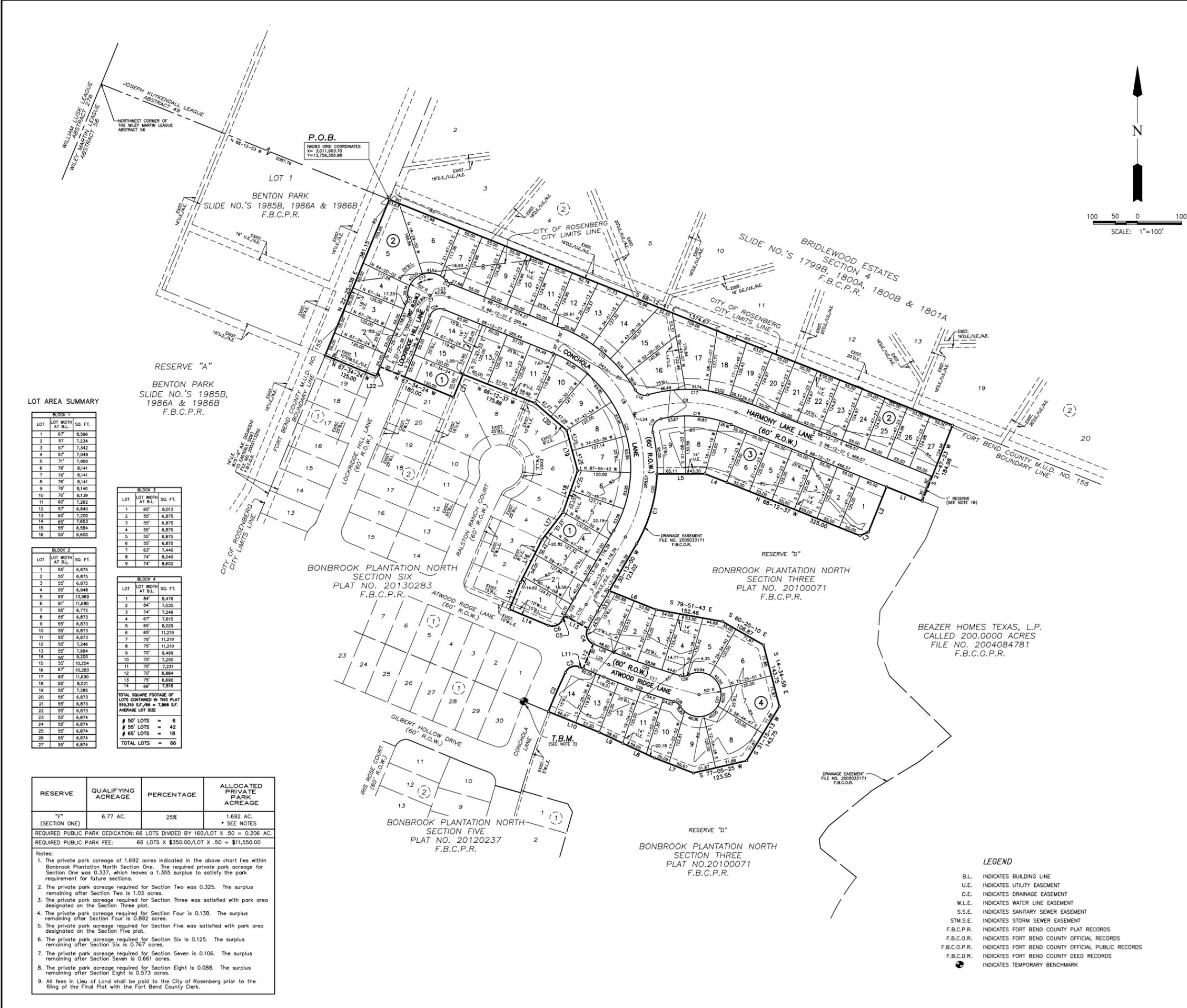
A SUBDIVISION OF 15.118 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, CITY OF ROSENBERG (PARTIAL), FORT BEND COUNTY, TEXAS.

66 LOTS 0 RESERVES 4 BLOCKS
NOVEMBER 6, 2013 JOB NO. 1406-4109-310

OWNERS:
BEAZER HOMES TEXAS, L.P.
BY: BEAZER HOMES TEXAS HOLDING, INC.
BRUCE CRAIG, DIVISION PRESIDENT
10235 WEST LITTLE YORK, SUITE 200, HOUSTON, TEXAS 77040
PH. (281) 560-6661

ENGINEER:
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386

GARY D. NUTTER REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5659
MICHEAL WANG LICENSED PROFESSIONAL ENGINEER, TEXAS REGISTRATION NO. 92053



LOT AREA SUMMARY

LOT	LOT WIDTH AT B.L.	LOT WIDTH AT B.L.	SO. FT.
1	67'	85.96	
2	57'	7,234	
3	57'	7,342	
4	57'	7,049	
5	71'	7,950	
6	76'	8,141	
7	76'	8,141	
8	76'	8,141	
9	76'	8,140	
10	76'	8,139	
11	60'	7,262	
12	57'	6,840	
13	60'	7,200	
14	65'	7,253	
15	55'	6,584	
16	55'	6,600	

LOT	LOT WIDTH AT B.L.	LOT WIDTH AT B.L.	SO. FT.
1	65'	8,013	
2	55'	6,875	
3	55'	6,875	
4	55'	6,875	
5	55'	6,875	
6	55'	6,875	
7	63'	7,440	
8	74'	8,040	
9	74'	8,002	

LOT	LOT WIDTH AT B.L.	LOT WIDTH AT B.L.	SO. FT.
1	55'	6,875	
2	55'	6,875	
3	55'	6,875	
4	55'	6,948	
5	65'	11,369	
6	61'	11,680	
7	55'	6,772	
8	55'	6,873	
9	55'	6,873	
10	55'	6,873	
11	55'	6,873	
12	55'	7,246	
13	55'	7,984	
14	56'	8,200	
15	55'	10,254	
16	67'	10,283	
17	60'	11,690	
18	55'	8,021	
19	55'	7,285	
20	55'	6,873	
21	55'	6,873	
22	55'	6,873	
23	55'	6,874	
24	55'	6,874	
25	55'	6,874	
26	55'	6,874	
27	55'	6,874	

RESERVE "A"
BENTON PARK
SLIDE NO.'S 1985B, 1986A & 1986B
F.B.C.P.R.

RESERVE "D"
BONBROOK PLANTATION NORTH
SECTION NINE
PLAT NO. 20130283
F.B.C.P.R.

RESERVE "D"
BONBROOK PLANTATION NORTH
SECTION THREE
PLAT NO. 20100071
F.B.C.P.R.

RESERVE "D"
BONBROOK PLANTATION NORTH
SECTION FIVE
PLAT NO. 20120237
F.B.C.P.R.

RESERVE "D"
BONBROOK PLANTATION NORTH
SECTION THREE
PLAT NO. 20100071
F.B.C.P.R.

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	340.00	27-59-12	166.08	84.73	164.43	S 16-13-23 W
C2	1770.00	3-07-45	96.66	48.34	96.65	N 23-34-53 E
C3	25.00	87-16-51	38.08	23.84	34.51	N 68-47-10 E
C4	25.00	96-20-34	42.04	27.93	37.26	N 19-24-07 W
C5	1830.00	0-22-39	12.06	6.03	12.06	S 28-34-51 W
C6	25.00	84-02-05	36.67	22.52	33.47	S 70-24-33 W
C7	55.00	89-21-47	85.78	54.39	77.35	S 67-06-29 W
C8	310.00	98-25-37	532.54	359.31	469.43	N 18-59-49 W
C9	300.00	44-54-31	235.14	123.98	229.17	S 89-20-07 W
C10	1800.00	1-26-49	45.46	22.73	45.46	S 29-29-35 W
C11	1500.00	8-13-19	215.25	107.81	215.06	S 71-41-04 E
C12	25.00	26-42-51	11.66	5.94	11.55	N 09-04-11 E
C13	50.00	142-46-55	124.60	148.50	94.77	N 67-06-13 E
C14	25.00	26-42-17	11.65	5.93	11.55	S 54-51-29 E
C15	340.00	36-54-10	218.99	113.44	215.22	S 49-45-32 E
C16	25.00	74-20-27	32.44	18.96	30.21	S 68-28-41 E
C17	330.00	37-26-17	215.63	111.82	211.81	S 86-55-46 E
C18	270.00	34-18-48	161.70	83.36	159.29	N 85-22-01 W
C19	25.00	91-15-53	39.82	25.56	35.74	S 31-50-38 W
C20	340.00	44-00-18	261.13	137.39	254.76	S 08-12-50 W
C21	1770.00	1-26-49	44.70	22.35	44.70	S 29-29-35 W
C22	1830.00	1-26-49	46.22	23.11	46.22	N 29-29-35 E
C23	280.00	98-25-37	481.00	324.54	424.00	N 18-59-49 W
C24	25.00	89-21-47	38.99	24.72	35.16	S 67-06-29 W
C25	1470.00	6-14-14	160.03	80.09	159.95	S 70-41-31 E
C26	25.00	43-50-06	19.13	10.06	18.66	N 84-16-18 E
C27	50.00	265-38-56	231.82	53.95	73.34	S 15-10-44 W
C28	25.00	41-53-08	18.28	9.57	17.87	N 52-56-22 W
C29	1530.00	6-18-32	168.47	84.32	168.38	N 70-43-40 W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 68-12-37 W	87.28
L2	S 21-47-23 W	110.00
L3	S 66-47-23 W	21.21
L4	N 68-56-27 W	53.33
L5	S 89-51-32 W	108.41
L6	S 68-04-36 E	114.45
L7	N 68-54-58 W	94.76
L8	N 65-15-28 W	79.23
L9	N 65-01-24 W	58.65
L10	N 67-59-00 W	124.17
L11	S 67-34-24 E	8.72
L12	N 22-25-36 E	60.00
L13	N 61-13-50 W	60.00
L14	N 67-34-24 W	94.97
L15	N 22-25-36 E	65.00
L16	N 26-51-01 E	109.04
L17	N 37-32-09 E	78.29
L18	N 19-15-12 E	99.48
L19	N 15-06-24 W	94.51
L20	N 49-25-43 W	94.53
L21	S 22-25-36 W	56.05
L22	S 22-25-36 W	23.52
L23	S 22-53-44 E	5.48
L24	N 66-52-51 E	5.12
L25	S 67-34-24 E	50.34
L26	S 67-34-24 E	50.34
L27	N 67-34-24 W	50.34

RESERVE	QUALIFYING ACREAGE	PERCENTAGE	ALLOCATED PRIVATE PARK ACREAGE
"A" (SECTION ONE)	6.77 AC.	25%	1.692 AC. * SEE NOTES
REQUIRED PUBLIC PARK DEDICATION: 66 LOTS DIVIDED BY 160/LOT X .50 = 0.206 AC.			
REQUIRED PUBLIC PARK FEE: 66 LOTS X \$350.00/LOT X .50 = \$11,550.00			

- Notes:
- The private park acreage of 1.692 acres indicated in the above chart lies within Bonbrook Plantation North Section One. The required private park acreage for Section One was 0.337, which leaves a 1.355 surplus to satisfy the park requirement for future sections.
 - The private park acreage required for Section Two was 0.325. The surplus remaining after Section Two is 1.03 acres.
 - The private park acreage required for Section Three was satisfied with park area designated on the Section Three plot.
 - The private park acreage required for Section Four is 0.138. The surplus remaining after Section Four is 0.892 acres.
 - The private park acreage required for Section Five was satisfied with park area designated on the Section Five plot.
 - The private park acreage required for Section Six is 0.125. The surplus remaining after Section Six is 0.767 acres.
 - The private park acreage required for Section Seven is 0.106. The surplus remaining after Section Seven is 0.651 acres.
 - The private park acreage required for Section Eight is 0.088. The surplus remaining after Section Eight is 0.573 acres.
 - All fees in Lieu of Land shall be paid to the City of Rosenberg prior to the filing of the Final Plat with the Fort Bend County Clerk.

- LEGEND**
- B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - D.E. INDICATES DRAINAGE EASEMENT
 - W.L.E. INDICATES WATER LINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
 - INDICATES TEMPORARY BENCHMARK

BONBROOK PLANTATION NORTH SECTION NINE

A SUBDIVISION OF 15.118 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, CITY OF ROSENBERG (PARTIAL), FORT BEND COUNTY, TEXAS.

66 LOTS 0 RESERVES 4 BLOCKS
NOVEMBER 6, 2013 JOB NO. 1406-4109-310

OWNERS:
BEAZER HOMES TEXAS, L.P.
BY: BEAZER HOMES TEXAS HOLDING, INC.
BRUCE CRAIG, DIVISION PRESIDENT
10235 WEST LITTLE YORK, SUITE 200, HOUSTON, TEXAS 77040
PH. (281) 560-6661

ENGINEER:
LJA Engineering, Inc.
2929 Briarpark Drive Suite 600 Houston, Texas 77042
Phone 713.953.5200 Fax 713.953.5026 FRN - F-1386

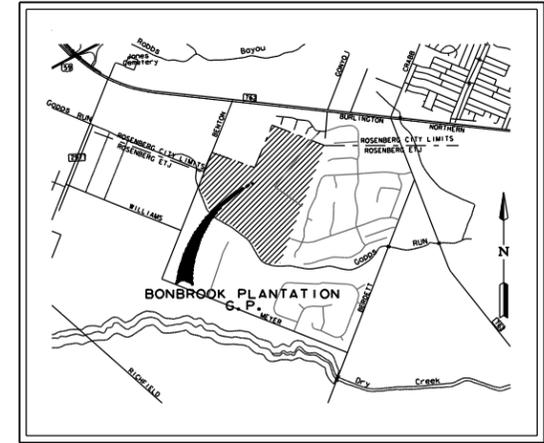
GARY D. NUTTER REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS REGISTRATION NO. 5659
MICHAEL WANG LICENSED PROFESSIONAL ENGINEER, TEXAS REGISTRATION NO. 92053

NOTES:

- 1) THIS DEVELOPMENT PLAN IS CONCEPTUAL. ALL PRELIMINARY PLATS OR FINAL PLATS TO BE SUBMITTED TO THE PLANNING AND ZONING COMMISSION FOR ITS APPROVAL SHALL COMPLY FULLY WITH ALL APPLICABLE CITY ORDINANCES.
- 2) EACH SECTION REPRESENTS A PHASE OF THE OVERALL DEVELOPMENT.
- 3) TOTAL NUMBER OF SINGLE FAMILY HOMES (SFH) IN ALL SECTIONS IS 592.
- 4) ALL COLLECTOR STREETS (AS LABELED) ARE 80 FT. R.O.W. WITH 39' WIDE, FACE TO FACE, 7 INCHES THICK, REINFORCED CONCRETE, PAVEMENT.
- 5) ALL MINOR STREETS (NOT LABELED) ARE 60 FT. R.O.W. WITH 27' WIDE, FACE TO FACE, 6 INCHES THICK, REINFORCED CONCRETE, PAVEMENT.
- 6) DETENTION WILL BE PROVIDED IN ACCORDANCE WITH CITY ORDINANCES AND COUNTY REGULATIONS.
- 7) JOGGING TRAILS AND PARKS ALONG DRAINAGE EASEMENTS WILL BE PROVIDED IF PRIOR APPROVAL BY FORT BEND COUNTY DRAINAGE DISTRICT IS OBTAINED BY THE DEVELOPER.

LEGEND

PHASE BOUNDARIES



VICINITY MAP
N.T.S.
DISCLAIMER AND LIMITED WARRANTY

THIS LAND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ROSENBERG ORDINANCE NO. 98-06 IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED, BY THE CITY OF ROSENBERG PLANNING COMMISSION. THIS LAND PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER KERRY R. GILBERT & ASSOCIATES, INC., NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE LAND PLAN.

LOT DISTRIBUTION:

TOTAL LOT:	1220	
NORTH PHASE ONE:	212	17%
NORTH PHASE TWO:	192	16%
NORTH PHASE THREE:	214	18%
SOUTH PHASE ONE:	268	22%
SOUTH PHASE TWO:	334	27%

OVERALL LOT ANALYSIS

(TYP. 50' x 120')	= 216 LOTS (18%)
(TYP. 55' x 120')	= 489 LOTS (40%)
(TYP. 65' x 115')	= 319 LOTS (26%)
(TYP. 65' x 120')	= 196 LOTS (16%)
TOTAL LOTS =	1,220

BONBROOK PLANTATION NORTH - 618 TOTAL LOTS
BONBROOK PLANTATION SOUTH - 602 TOTAL LOTS

EXHIBIT "C"

A DEVELOPMENT PLAN FOR

BONBROOK PLANTATION

BEING 448.62 ACRES OF LAND OUT OF THE WILEY MARTIN LEAGUE, A-56
FORT BEND COUNTY, TEXAS

OWNER: JOHN TAYLOR and BEAZER HOMES U.S.A.
ENGINEER: LJA ENGINEERING & SURVEYING, INC., c/o GARY MENSIK, P.E.
PLANNER: KERRY R. GILBERT & ASSOCIATES, INC.
Land Planning Consultants

SEPTEMBER 21, 2004 KGA# I-102
REVISED DATE: SEPTEMBER 26, 2007

OWNER:	ENGINEER:	PLANNER:
JOHN TAYLOR, 1625 CORNICHE LEAGUE CITY, TX. 77573	LJA ENGINEERING & SURVEYING, INC. 2929 BRIARPARK DRIVE, SUITE 600 HOUSTON, TX. 77042-3703 MR. GARY MENSIK, P.E. (713) 953-5249	KERRY R. GILBERT & ASSOCIATES, INC. 15810 PARK TEN PLACE SUITE 160 HOUSTON, TX. 77084 (281) - 579-0340

LJA Engineering & Surveying, Inc.
2009 Briarpark Drive
Suite 600
Houston, Texas 77042-3703
Phone 713.953.5200
Fax 713.953.5028



BONBROOK TRACT
JOB NO: 1406-4000
AUGUST 2004

Executive Summary: The proposed Final Plat of Walnut Creek Section Four is located off of Irby Cobb Boulevard, directly across the street from Cora Thomas Elementary School. It is in the City's Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 152 (MUD No. 152).

The proposed subdivision contains forty-one (41) single-family residential lots and two (2) landscape reserves, with a total of 0.3 acres in reserves. The approved Land Plan for Walnut Creek, as amended in 2008, is attached for your reference and indicates a typical lot size of 60'x120' for this particular area. The typical lot size for the subdivision is 60'x120'. All proposed lots are a minimum of 60' in width as measured at the front building line. Due to being cul-de-sac or "knuckle" lots, twelve (12) lots are less than 50' wide at the street right-of-way and are therefore noted as 50'+ lots in the Lot Area Summary Table. All lots are a minimum of 40' at the street right-of-way.

The Final Plat complies with the approved Land Plan and with the Preliminary Plat, which was approved by the Planning Commission on July 24, 2013. So far in this development, 529 lots have been platted. 1,184 lots will have been platted at build-out, so the development is 45 percent built-out at this time. According to information provided by the developer, 58 percent of the lots will be 60 feet or greater in width at build-out.

The proposed Final Plat is consistent with the Development Agreement for MUD No. 152 and with the "Subdivision" Ordinance (Ch. 25, Code of Ordinances). It is also consistent with the approved Preliminary Plat. Staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Walnut Creek Section Four.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.

Action Taken: Commissioner Casias moved, seconded by Commissioner Urbish, to recommend approval to City Council of the Final Plat of Walnut Creek Section Four, a subdivision of 12.85 acres containing 41 lots, 3 blocks, 2 restricted reserves out of the Eugene Wheat Survey, A-396, Fort Bend County, Texas. The motion carried unanimously by those present.

5. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF BONBROOK PLANTATION NORTH SECTION NINE, A SUBDIVISION OF 15.118 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, CITY OF ROSENBERG (PARTIAL), FORT BEND COUNTY, TEXAS; 66 LOTS, 0 RESERVES, 4 BLOCKS.

Executive Summary: The Final Plat of Bonbrook Plantation North Section Nine is a proposed subdivision consisting of 15.1 acres and sixty-six (66) single-family residential lots. The location of the Plat is off of Conchola Lane, in the northwest corner of Bonbrook Plantation. The proposed Plat is located largely within the Extraterritorial Jurisdiction (ETJ) and is fully within Fort Bend County Municipal Utility District No. 155 (MUD No. 155). Part of Block 2 (see Lots 4-10) is located within the City Limits.

The Plat is not in conflict with the approved Land Plan for Bonbrook Plantation (see attached), which indicates a typical lot size of fifty-five feet (55') for this area of the development. The majority of the proposed lots are fifty-five-foot (55') lots. Eighteen (18) of the lots are sixty feet (60') or greater in width as noted in the Lot Area Summary. Six (6) of the lots are cul-de-sac or "knuckle" lots that are approximately fifty-five feet (55') as measured at the front building line, but only forty feet (40') at the right-of-way, indicating they are fifty-foot or greater (50'+) lots.

All subdivisions platted so far in Bonbrook Plantation have been in compliance with the approved Land Plan. According to the Land Plan, at build-out, the development will contain 216 (18%) fifty-foot lots, 489 (40%) fifty-five-foot lots, and 515 (42%) sixty-five-foot lots, and a total of 1,220 lots. It appears that 835 lots—or 68 percent of the total 1,220 lots—have been platted at this time.

The proposed Final Plat is consistent with the Preliminary Plat, which was approved by the Planning Commission on October 23, 2013. It is not in conflict with the Development Agreement for MUD No. 155 or with the "Subdivision" Ordinance. Staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Bonbrook Plantation North Section Nine.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Poldrack inquired if the City Limit line run through any of those lots.
- Mr. Tanner replied that it does. When this property was annexed, it had be one 1,000 feet from FM 762 and that moved the line to another location.

Action Taken: Commissioner Poldrack moved, seconded by Commissioner Casias, to recommend approval to City Council of the Final Plat of Bonbrook Plantation North Section Nine, a subdivision of 15.118 acres of land situated in the Wiley Martin League, Abstract 56, City of Rosenberg (partial), Fort Bend County, Texas; 66 lots, 0 reserves, 4 blocks. The motion carried unanimously by those present.

6. CONSIDERATION OF AND ACTION ON A SPECIAL EXCEPTION REQUESTED BY THE BURGER BARN, GENERALLY LOCATED AT 1101 DAMON STREET.

Executive Summary: The Burger Barn has applied for a Special Exception for 1101 Damon Street. The subject property consists of two (2) lots at the southeast corner of Avenue I and Damon as seen in the attached vicinity map. The proposed Special Exception relates to the ten (10) foot parking setback requirement from the street right-of-way. The applicant is proposing to use the site as a restaurant, which will require twenty (20) parking spaces based on the building size of approximately 2,000 square feet. Getting twenty (20) parking spaces on the site will require a lesser parking setback. They will maintain a parking setback from the right-of-way of approximately five (5) feet, and they are proposing to offset the loss of the required parking setback with landscaping above and beyond the City's requirements as shown in their site plan (attached).

Section 6-419 of the Code of Ordinances allows for Special Exceptions to the parking and landscaping requirements for property fronting on Avenues H and I, and State Highway 36. This property meets the criteria as described in the Ordinance. In addition to the Planning Commission's review and recommendation, a public hearing and approval by City Council is required. All owners of property within 200 feet have been notified per the Ordinance and notice of the hearing has been published in the newspaper. This item, including a public hearing, will be on the December 3rd City Council Agenda.

Staff recommends approval of the proposed Special Exception subject to the attached site plan. The applicant has been cooperative throughout the process and the development would be an improvement to this location. We believe any impact of losing the 10-foot parking setback is sufficiently offset by the proposed landscaping, which again is above and beyond what the City typically requires and more than what is provided at most other sites in the vicinity.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Casias inquired if the project will have twenty parking spaces with the reduced setback.
- Mr. Tanner replied yes, with the reduced setback, they can fit the required twenty parking spaces. The applicant has volunteered to put in additional landscaping to help mitigate the loss of setback.
- Commissioner Casias inquired if there are any concerns with entrances or exits.
- Mr. Tanner replied that existing curb cuts are shown.
- Commissioner Casias inquired if there will be any need to back up onto Avenue I.
- Mr. Tanner replied that he does not believe the business will have enough of an impact to warrant additional turn lanes.

Action Taken: Commissioner Urbish moved, seconded by Commissioner Poldrack, to recommend approval to City Council of the Special Exception requested by The Burger Barn, generally located at 1101 Damon Street. The motion carried unanimously by those present.

7. CONSIDERATION OF AND ACTION ON THE WORKS IN PROGRESS REPORT AND REQUESTS FOR FUTURE AGENDA ITEMS.

Executive Summary: The Works in Progress Report consists of projects that staff is currently working on, projects that staff anticipates working on in the near future, and projects that have recently been completed. Projects can be initiated by City Council, Planning Commission, or staff.

PLANNING COMMISSION MEETING MINUTES

On this the 23rd day of October 2013, the Planning Commission of the City of Rosenberg, Fort Bend County, Texas, met in a regular meeting at the Rosenberg City Hall Council Chamber, 2110 4th Street, Rosenberg, Texas 77471.

COMMISSIONERS PRESENT

Pete Pavlovsky	Planning Commission Chairperson
Lester Phipps, Jr.	Planning Commission Vice Chairperson
Wayne Poldrack	Planning Commission Secretary
Alicia Casias	Planning Commissioner
Mike Parsons	Planning Commissioner
James Urbish	Planning Commissioner

STAFF PRESENT

Cynthia McConathy	Councilor, At Large Position Two
Travis Tanner	Planning Director
Lora Lenzsch	City Attorney
Renée LeLaurin-Moore	Secretary II

OTHERS PRESENT

Geoff Freeman	Kerry R. Gilbert & Associates, Inc. (Bonbrook Plantation)
Jack Duran	Turner Duran Architects (Our Lady of Guadalupe)
Matt Tucker	Windrose Land Services (Our Lady of Guadalupe)
Frances Luna	Our Lady of Guadalupe Catholic Church
Lupe A. Uresti	Our Lady of Guadalupe Catholic Church
Juan Salazar	Our Lady of Guadalupe Catholic Church

CALL TO ORDER

Chairperson Pavlovsky called the meeting to order at 6:00 p.m.

AGENDA

1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF SEPTEMBER 25, 2013.

Action Taken: Commissioner Casias moved, seconded by Commissioner Parsons, to approve the minutes of the Regular Planning Commission Meeting of September 25, 2013, as written. The motion carried unanimously.

2. CONSIDERATION OF AND ACITON ON A PRELIMINARY PLAT OF BONBROOK PLANTATION NORTH SECTION NINE, BEING 15.1 ACRES OF LAND CONTAINING 66 LOTS (55' X 120' TYP.) IN FOUR BLOCKS, OUT OF THE WILEY MARTIN LEAGUE, A-56, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.

Executive Summary: The Preliminary Plat of Bonbrook Plantation North Section Nine is a proposed subdivision consisting of 15.1 acres and sixty-six (66) single-family residential lots. The location of the plat is off of Conchola Lane, in the northwest corner of Bonbrook Plantation. The proposed plat is located largely within the Extraterritorial Jurisdiction (ETJ) and is fully within Fort Bend County Municipal Utility District No. 155 (MUD No. 155). Part of Block 2 (see Lots 4-14) is located within the City limits.

The plat is not in conflict with the approved Land Plan for Bonbrook Plantation (see attached), which indicates

a typical lot size of fifty-five feet (55') for this area of the development. The majority of the proposed lots are fifty-five-foot (55') lots. Eighteen (18) of the lots are sixty feet (60') or greater in width. Six (6) of the lots are cul-de-sac or "knuckle" lots that are approximately fifty-five feet (55') as measured at the front building line, but only forty feet (40') at the right-of-way, indicating they are fifty-feet or greater (50'+) lots as described in the lot area summary table.

All subdivisions platted so far in Bonbrook Plantation have been in compliance with the approved Land Plan. According to the Land Plan, at build-out, the development will contain 216 (18%) fifty-foot lots, 489 (40%) fifty-five-foot lots, and 515 (42%) sixty-five-foot lots, and a total of 1,220 lots.

The proposed Preliminary Plat is not in conflict with the Development Agreement for MUD No. 155 or with the "Subdivision" Ordinance. Staff recommends approval of the Preliminary Plat of Bonbrook Plantation North Section Nine.

Key Discussion:

- Mr. Tanner presented the item and reviewed the executive summary.
- Chairperson Pavlovsky inquired how much of that subdivision is left to develop?
- Mr. Tanner replied there is approximately 1/3 to 1/4 yet to develop.
- Commissioner Parsons inquired how many lots.
- Mr. Tanner replied it could be about 200-300 lots since there are 1,200 lots in the development. They are a good way along.
- Commissioner Parsons inquired of the lots left, are they all 50-foot lots?
- Mr. Tanner replied no. There is a combination of 55 and 60 foot lots and some others so they are a mix of sizes.
- Commissioner Parsons stated that since this is a question we ask each time, would staff provide us with how many lots are left in the development and what sizes they are.
- Mr. Tanner replied that we can do that as best we can. We will need to go back to previous plats and add them up.
- Commissioner Parsons stated that this is something he would like to see on a regular basis.
- Councilor McConathy stated that some of those are subject to changes and the trend is to increase the lot sizes.
- Commissioner Parsons replied that he would like to see how many smaller lots were reduced and how many larger lots would be in their place. What we would like to see is what we have left in total lots in various sizes. The Commission may wish to make a recommendation to City council to increase the size of the next generation. If we have 20-25 years left of 50-foot lots, we may want to consider something different in the future.
- Mr. Tanner replied that we do required the larger lot sizes now. This is a vested land plan under different regulations.
- Geoff Freeman, 1115 Montour, Houston, Texas, is with Kerry R. Gilbert & Associates, and stated that he has a spreadsheet at the office that we use to track the development in Bonbrook and the percentages of under 60-feet and over 60-feet. Overall, there needs to be at least a 51% balance of over 60-foot lots. He will send it to Travis and hope that helps answer some of those questions.
- The Commissioners thanked Mr. Freeman.

Action Taken: Commissioner Parsons moved, seconded by Vice Chairperson Phipps, to approve the Preliminary Plat of Bonbrook Plantation North Section Nine, being 15.1 acres of land containing 66 lots (55'x120' typ.) in four blocks, out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously.

3. CONSIDERATION OF AND ACTION ON A REQUEST BY OUR LADY OF GUADALUPE CATHOLIC CHURCH FOR THE CITY TO ABANDON TWO TRACTS OF RIGHT-OF-WAY TOTALING 0.629 ACRES ON THE SOUTH SIDE OF AVENUE D BETWEEN MULCAHY STREET AND FM 723.

Executive Summary: On July 10, 2013, Our Lady of Guadalupe Catholic Church (Church) approached the City and had a pre-construction meeting regarding the redevelopment of their property to include a new sanctuary. The Church owns the majority of the property bounded by Mulcahy Street, FM 723, and Avenues D and E. A vicinity map depicting property ownership is attached. In addition to the new development, part of



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
E	Ordinance No. 2014-07 - "Solicitation" Ordinance Amendment
ITEM/MOTION	
Consideration of and action on Ordinance No. 2014-07, an Ordinance amending the Code of Ordinances by deleting Section 16-171 of Article IV of Chapter 16 thereof and substituting therefor a new Section 16-171, providing for definitions; by adding new Sections 16-184 and 16-186, establishing guidelines for aggressive solicitation and providing a penalty; and by renumbering Sections 16-185 and 16-187.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

MUD #: N/A

SUPPORTING DOCUMENTS:

1. Ordinance No. 2014-07 - Redline
2. Ordinance No. 2014-07
3. City Council Meeting Draft Minute Excerpt – 01-28-14

APPROVALS

Submitted by:

Dallis Warren
Interim Police Chief

Reviewed by:

- Finance Director
- City Attorney *LJL/rlm*
- City Engineer
- Assistant City Manager
- (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

During the January 28, 2014 meeting, City Council discussed proposed changes to Code of Ordinances Chapter 16, Art. IV –Itinerant Vendors, Solicitors and Peddlers.

At that meeting, City Council indicated that they had no changes to the proposed Ordinance revisions. Staff has prepared an Ordinance that adds a definition of aggressive solicitation and creates a violation that carries a penalty of a fine up to \$500.

Staff recommends approval of Ordinance No. 2014-07 as presented.

ORDINANCE NO. 2014-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY DELETING SECTION 16-171 OF ARTICLE IV OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 16-171, PROVIDING FOR DEFINITIONS; BY ADDING NEW SECTIONS 16-184 AND 16-186, ESTABLISHING GUIDELINES FOR AGGRESSIVE SOLICITATION AND PROVIDING A PENALTY; AND BY RENUMBERING SECTIONS 16-185 AND 16-187.

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

Section 1. That the Code of Ordinances of the City of Rosenberg is hereby amended by deleting Section 16-171 of Article IV of Chapter 16 thereof, and substituting therefor a new Section 16-171, to provide as follows:

**“CHAPTER 16 LICENSES AND BUSINESS REGULATIONS
ARTICLE IV. – ITINERANT VENDORS, SOLICITORS AND PEDDLERS**

Sec. 16-171. - 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:

Aggressive solicitation means:

- (a) Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;
- (b) Following the person being solicited, if that conduct is:
 - (1) Intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or,
 - (2) Intended to or reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (c) Continuing to solicit a person within five (5) feet of the person being solicited after the person has made a negative response;
- (d) Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a

vehicle, to take evasive action to avoid physical contact with the person making the solicitation;

(e) Using obscene or abusive language or gestures toward the person being solicited;

(f) Approaching the person being solicited in a manner that:

(1) Is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or,

(2) Is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

Automated teller facility means the area comprised of one (1) or more automatic teller machines, and any adjacent space that is made available to banking customers.

Automated teller machine means a device, linked to a bank's account records, which is able to carry out banking transactions.

Bank includes a bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.

Bus means a vehicle operated by a transit authority for public transportation.

Check cashing business means a person in the business of cashing checks, drafts, or money orders for consideration.

Goods or merchandise means any personal property of any nature whatsoever, except printed material.

Home solicitation transaction means a transaction or the purchase of goods or services, payable in installments or cash, in which the home solicitor engages in a personal solicitation of a sale to a person at a residence. A home solicitation transaction shall not include a sale made pursuant to a preexisting retail charge agreement or a sale made pursuant to prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale or a sale of realty, in which transaction the purchaser is represented by a licensed attorney or in which the transaction is being negotiated by a licensed real estate broker.

Home solicitor means a person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, merchandise or services.

Itinerant merchant or vendor means a person, as well as their agents and employees, who sets up and operates a temporary business within the premises of another business or any other building, enclosure, vacant lot, vehicle or location in the city, soliciting, exhibiting, selling or taking orders for or offering to sell or take orders for any goods or services. The term shall not include or be construed to include anyone engaged in interstate commerce or anyone upon whom the provisions of this chapter would impose a direct and unlawful burden on interstate commerce. This term shall also not include those persons operating vehicles otherwise permitted by this Code, including taxicabs or tow truck services.

Residence means any separate living unit occupied for residential purposes by one (1) or more persons, contained within any type of building or structure.

Soliciting, solicit or solicitation means selling or attempting to sell goods or services or to take or attempt to take orders for services or goods to be performed or furnished in the future. In addition, soliciting, solicit or solicitation means to request, by the spoken, written, or printed word, or by other means of communication, an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.

Temporary shall mean any such business transacted or conducted in the city for which definite arrangements have not been made for the hire, rental or lease of premises for at least one (1) month in or upon which such business is to be operated or conducted.”

Section 2. The Code of Ordinances of the City of Rosenberg is hereby further amended by adding new Sections 16-184 and 16-186 to Article IV of Chapter 16 thereof, providing guidelines for aggressive solicitation and a penalty, and by renumbering adjacent Sections as follows:

“* * *

Sec. 16-184. - Aggressive solicitation.

- (a) A person commits an offense if the person solicits:
- (1) In an aggressive manner in a public area;
 - (2) In a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers;
 - (3) Within twenty-five (25) feet of:
 - i. An automated teller facility;
 - ii. The entrance or exit of a bank;
 - iii. The entrance or exit of a check cashing business; or at a marked crosswalk;
 - (4) On either side of the street on a block where a school attended by minors or a child-care facility has an entrance or exit;
 - (5) At a sidewalk café or the patio area of a bar or restaurant.
- (b) A culpable mental state is not required, and need not be proved, for an offense under subsection (a)(2), (3), or (4).
- (c) This section is not intended to proscribe a demand for payment for services rendered or goods delivered.

Sec. 16-1854. - Application of this division.

This division does not apply to persons and organizations that are regulated by federal or state agencies to the extent that the federal or state law or regulation conflicts with this division.

Sec.16-186. - Violation – Penalty.

Any person, violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon a conviction shall be subject to a penalty in an amount as provided in Section 1-13 of this Code.

Secs. 16-1875-16-200. – Reserved.”

Section 3. All ordinances or parts inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the _____ day of _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

Lora Jean D. Lenzsch, **CITY ATTORNEY**

ORDINANCE NO. 2014-07

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY DELETING SECTION 16-171 OF ARTICLE IV OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 16-171, PROVIDING FOR DEFINITIONS; BY ADDING NEW SECTIONS 16-184 AND 16-186, ESTABLISHING GUIDELINES FOR AGGRESSIVE SOLICITATION AND PROVIDING A PENALTY; AND BY RENUMBERING SECTIONS 16-185 AND 16-187.

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

Section 1. That the Code of Ordinances of the City of Rosenberg is hereby amended by deleting Section 16-171 of Article IV of Chapter 16 thereof, and substituting therefor a new Section 16-171, to provide as follows:

**“CHAPTER 16 LICENSES AND BUSINESS REGULATIONS
ARTICLE IV. – ITINERANT VENDORS, SOLICITORS AND PEDDLERS**

Sec. 16-171. - 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:

Aggressive solicitation means:

- (a) Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;
- (b) Following the person being solicited, if that conduct is:
 - (1) Intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or,
 - (2) Intended to or reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- (c) Continuing to solicit a person within five (5) feet of the person being solicited after the person has made a negative response;
- (d) Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a

vehicle, to take evasive action to avoid physical contact with the person making the solicitation;

- (e) Using obscene or abusive language or gestures toward the person being solicited;
- (f) Approaching the person being solicited in a manner that:
 - (1) Is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or,
 - (2) Is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.

Automated teller facility means the area comprised of one (1) or more automatic teller machines, and any adjacent space that is made available to banking customers.

Automated teller machine means a device, linked to a bank's account records, which is able to carry out banking transactions.

Bank includes a bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.

Bus means a vehicle operated by a transit authority for public transportation.

Check cashing business means a person in the business of cashing checks, drafts, or money orders for consideration.

Goods or merchandise means any personal property of any nature whatsoever, except printed material.

Home solicitation transaction means a transaction or the purchase of goods or services, payable in installments or cash, in which the home solicitor engages in a personal solicitation of a sale to a person at a residence. A home solicitation transaction shall not include a sale made pursuant to a preexisting retail charge agreement or a sale made pursuant to prior negotiations between the parties at a business establishment at a fixed location where goods or services are offered or exhibited for sale or a sale of realty, in which transaction the purchaser is represented by a licensed attorney or in which the transaction is being negotiated by a licensed real estate broker.

Home solicitor means a person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, merchandise or services.

Itinerant merchant or vendor means a person, as well as their agents and employees, who sets up and operates a temporary business within the premises of another business or any other building, enclosure, vacant lot, vehicle or location in the city, soliciting, exhibiting, selling or taking orders for or offering to sell or take orders for any goods or services. The term shall not include or be construed to include anyone engaged in interstate commerce or anyone upon whom the provisions of this chapter would impose a direct and unlawful burden on interstate commerce. This term shall also not include those persons operating vehicles otherwise permitted by this Code, including taxicabs or tow truck services.

Residence means any separate living unit occupied for residential purposes by one (1) or more persons, contained within any type of building or structure.

Soliciting, solicit or solicitation means selling or attempting to sell goods or services or to take or attempt to take orders for services or goods to be performed or furnished in the future. In addition, soliciting, solicit or solicitation means to request, by the spoken, written, or printed word, or by other means of communication, an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.

Temporary shall mean any such business transacted or conducted in the city for which definite arrangements have not been made for the hire, rental or lease of premises for at least one (1) month in or upon which such business is to be operated or conducted.”

Section 2. The Code of Ordinances of the City of Rosenberg is hereby further amended by adding new Sections 16-184 and 16-186 to Article IV of Chapter 16 thereof, providing guidelines for aggressive solicitation and a penalty, and by renumbering adjacent Sections as follows:

“* * *

Sec. 16-184. - Aggressive solicitation.

- (a) A person commits an offense if the person solicits:
 - (1) In an aggressive manner in a public area;
 - (2) In a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers;
 - (3) Within twenty-five (25) feet of:
 - i. An automated teller facility;
 - ii. The entrance or exit of a bank;
 - iii. The entrance or exit of a check cashing business; or at a marked crosswalk;
 - (4) On either side of the street on a block where a school attended by minors or a child-care facility has an entrance or exit;
 - (5) At a sidewalk café or the patio area of a bar or restaurant.
- (b) A culpable mental state is not required, and need not be proved, for an offense under subsection (a)(2), (3), or (4).
- (c) This section is not intended to proscribe a demand for payment for services rendered or goods delivered.

Sec. 16-185. - Application of this division.

This division does not apply to persons and organizations that are regulated by federal or state agencies to the extent that the federal or state law or regulation conflicts with this division.

Sec.16-186. - Violation – Penalty.

Any person, violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon a conviction shall be subject to a penalty in an amount as provided in Section 1-13 of this Code.

Secs. 16-187-16-200. – Reserved.”

Section 3. All ordinances or parts inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the _____ day of _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

Lora Jean D. Lenzsch, **CITY ATTORNEY**

**CITY OF ROSENBERG
REGULAR COUNCIL MEETING MINUTES**

*****DRAFT*****

On this the 28th day of January, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1 (arrived at meeting at 7:18 p.m.)
Susan Euton	Councilor, District 2
Amanda Bolf	Councilor, District 4

ABSENT

Dwayne Grigar	Councilor, District 3
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STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager
Jeff Trinker	Assistant to the City Manager
Lora Lenzsch	City Attorney
Charles Kalkomey	City Engineer
Joyce Vasut	Finance Director
Rachelle Kanak	Interim Economic Development Director
Dallis Warren	Interim Police Chief
Wade Goates	Fire Chief
Travis Tanner	Planning Director
John Johnson	Police Officer
Angela Fritz	Communications Director
Karl Zwahr	Public Works Director
Tommy Havelka	Police Officer
Kaye Supak	Executive Assistant

CALL TO ORDER.

Mayor Morales called the meeting to order at 6:00 p.m.

AGENDA

5. REVIEW AND DISCUSS PROPOSED AMENDMENTS TO THE "SOLICITATION" ORDINANCE, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: A request was made to review the City's current ordinances to address the practice of panhandling. Staff has reviewed the "Solicitation" Ordinance and applicable law and has developed several proposed changes to the existing Ordinance.

This Agenda item will provide an opportunity for City Council to discuss the Ordinance regulating itinerant vendors, solicitors and peddlers and make recommendations to staff.

Key discussion points:

- Dallis Warren, Interim Police Chief gave an overview of the proposed changes to the current City ordinance, Chapter 16, Article IV – Itinerant Vendors, Solicitors and Peddlers.
- We currently have no ordinance provisions for panhandling. Panhandling is a practice of approaching anyone in a public area and asking for money. This is a federally protected right. It is considered a freedom of speech issue whenever you regulate approaching people in a public area. The courts have ruled in can be regulated in three (3) different ways: 1) by behavior-regulate aggressive panhandling; 2) prohibited in specific locations, such as banks; 3) regulation by geographic area. The courts have a significant hurdle to regulate by geographic area. They define it as a narrowly defined area, with a strong record of major passive panhandling and there has to be a strong record that the passive panhandling is to be prohibited in an area that has special significance. Given this guidance from the courts, we are addressing the first two areas of regulation.
- Dallis Warren reviewed the expanded definition of solicitation; aggressive solicitation; automated teller facility, bank; bus; and checking cashing business.
- A “red-lined” copy of the proposed revisions to the ordinance was provided to Council for their review.
- The proposed amended ordinance also makes it an offense up to \$500 to panhandle under these terms.
- Councilor Euton asked if there have been any complaints or major impact concerning panhandlers. Dallis Warren answered they get some complaints and had one this past weekend from one of the restaurants in Brazos Town Center. Since we don’t have an ordinance to regulate them, it is very difficult to tract the exact number, but they get about 8-10 complaints per month on solicitation. He is not sure how many of those are dealing with panhandling and how many are dealing with the existing ordinance. He would have to go through every single call to determine if it pertains to panhandling. He knows there are some from time to time.
- Councilor Euton said she liked the revised ordinance and that we are not invading anyone’s personal rights and yet protecting the public from the aggressive panhandlers.
- Councilor Benton said his main concern was the right of way and at the shopping centers and this revised ordinance will help. He has had some complaints about panhandling in Rosenberg.
- Dallis Warren reiterated that this is only from “aggressive” panhandling—not against someone asking for money.
- Councilor McConathy asked if this will add more boundaries to the permitted solicitors, even when they get aggressive. Dallis Warren answered it will, once you have told someone “no”, block their passage, or touch them, it becomes a violation of our ordinance.
- Councilor McConathy congratulated Dallis Warren on this revised ordinance and hoped the permitting department would ensure anyone coming in for a solicitor’s permit would have the new rules so they can abide by them.
- Councilor Benton said his concern was those who didn’t seek permits and he hopes this helps everyone.
- Dallis Warren said it gives the officers the tool they need to address those issues they don’t have at this time.
- Councilor McConathy asked for a review of this ordinance to see if it’s effective, in about six (6) months to a year from now. Dallis Warren stated they will be able to track how many complaints and calls they have because once the ordinance is passed it will be listed as a violation in their system and can be tracked.
- Councilor Bolf asked if this could be given to all the restaurant owners so they would have the guidelines. Dallis Warren said they would distribute through various business organizations.
- Dallis Warren said this ordinance will be brought back to a regular meeting for final approval.



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
2	Presentation Regarding a Proposed Eagle Scout Project for Seabourne Creek Nature Park – Fishing Pier

ITEM/MOTION

Hear and discuss a presentation regarding a proposed Eagle Scout Project to refurbish a fishing pier in Seabourne Creek Nature Park, and take action as necessary.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

1. Presentation – Proposed Eagle Scout Project – Fishing Pier
2. Parks and Recreation Board Meeting Draft Minute Excerpt – 01-23-14

APPROVALS

Submitted by:Darren McCarthy
Parks and Recreation Director**Reviewed by:**

- Finance Director
- City Attorney
- City Engineer
- Assistant City Manager
- (Other)

Approved for Submittal to City Council:Robert Gracia
City Manager

EXECUTIVE SUMMARY

On January 23, 2014, Josh Hicks of Troop 1656 presented a proposed Eagle Scout Project (Project) to be placed in Seabourne Creek Nature Park to the Parks and Recreation Board (Board). After reviewing his presentation regarding the proposal to refurbish a fishing pier in Seabourne Creek Nature Park, the Board unanimously recommended the Project plan for approval as presented.

Staff recommends approval of the proposed Eagle Scout Project at Seabourne Creek Nature Park based upon Josh Hick’s presentation and the recommendation of the Parks and Recreation Board.

Seabourne Creek Park Proposal For Refurbishing Pier



Eagle Project: Josh Hicks Troop 1656



Proposal

- ◆ Refurbish pier
- ◆ Install artificial habitat



Purpose

- ◆ This pier is around 20+ years old and the wood is starting to rot out, nails are rusting and coming apart
- ◆ This project will benefit the park by making this pier safer for everybody and this part of the park will look more attractive.
- ◆ An artificial habitat will give smaller fish and bait fish a place to grow and will give feeding areas for larger sized fish.

Materials and Costs

- ◆ Top Choice #2 Prime Pressure Treated Lumber
- ◆ Will put together with screws instead of nails
- ◆ *Honey Hole Tree* fish habitat
- ◆ Total cost approximately \$1300
- ◆ Keeping the 6x6's that are in the ground

Miscellaneous

- ◆ Parks Dept. will be removing the the electric box within the next few weeks
- ◆ Discussed with master naturalist
- ◆ No seal will be used on the wood
- ◆ Old wood will be taken to parks building to the construction dumpster

When

- ◆ I would like to begin work on March 1



DRAFT

CITY OF ROSENBERG PARKS AND RECREATION BOARD MEETING MINUTES

*** DRAFT ***

On this the 23rd day of January 2014, the Parks and Recreation Board of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session at Rosenberg Civic Center located at 3825 Hwy. 36 South, Rosenberg, Texas.

MEMBERS PRESENT

Teresa Bailey	Parks and Recreation Board Chairman
Stanley Kucherka	Parks and Recreation Board Vice Chairman
Bertha Nell Kelm	Parks and Recreation Board Secretary
Laurie Cook	Parks and Recreation Board Member
Eric Ramirez	Parks and Recreation Board Member
George Zepeda	Parks and Recreation Board Member
Amanda Bolf	Council Liaison

MEMBERS ABSENT

Rufus Guebara	Parks and Recreation Board Member
Ray Kueck	Parks and Recreation Board Member

STAFF PRESENT

Jeff Trinker	Assistant to the City Manager
Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Programs Coordinator

GUESTS PRESENT

Rick Adams	Coastal Prairie Chapter of Texas Master Naturalists
Joshua Hicks	Boy Scout Troop 1656

AGENDA

CONSIDERATION OF AND ACTION ON PROPOSED EAGLE SCOUT PROJECT TO REFURBISH A DOCK IN SEABOURNE CREEK NATURE PARK.

Key Discussion: Darren McCarthy, Parks and Recreation Director, introduced Joshua Hicks of Boy Scout Troop 1656 to the Board, and explained that Josh prepared a presentation of a proposed Eagle Scout project in Seabourne Creek Nature Park, which will be conducted in conjunction with Rick Adams of the Coastal Prairie Chapter of the Texas Master Naturalists. Josh showed the Members slides of the fishing pier on the south side of the lake in the nature park, and explained that after twenty years, the pier was in need of revitalization. His proposed project would include replacing all boards on the deck and rails of the pier with pressure-treated lumber, which would be unstained so as not to introduce any chemicals into the lake. Josh further explained that the 6x6 anchor posts were still in good condition and would not need to be replaced yet, merely stripped to clean them up. He also added that in the original structure, nails had been used, but that his project would include screws to insure a more stable structure. Finally, Josh explained that after the work on the pier was complete, he would like to install at least one "Honey Hole Tree" in the water underneath, to provide shelter for young fish to mature and feeding areas for larger fish. Josh told the Board that he would need to raise approximately \$1300 to cover the cost of the project and the habitat, with 10-15% extra built in. If the project were to come in under the budgeted amount, Josh said that he would purchase extra "Honey Hole Tree" to add to the lake. George Zepeda asked if a board could be added to the bottom of the pier rail to allow for anglers to rest their feet, place their equipment on or even for children to stand on while fishing. Josh answered that he liked the idea and would certainly try to add that to the project.

ACTION: Bertha Nell Kelm made a motion, seconded by George Zepeda, that the proposed Eagle Scout project in Seabourne Creek Nature Park be approved. The motion passed by a unanimous vote of those present.



CITY COUNCIL COMMUNICATION

February 04, 2013

ITEM #	ITEM TITLE
3	Rosenberg Police Department 2013 Annual Contact Report
ITEM/MOTION	
Review and discuss an independent analysis report of contact data collected by the Police Department for calendar year 2013, and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

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

MUD #: N/A

SUPPORTING DOCUMENTS:

1. 2013 Annual Contact Report – To be distributed under separate cover

APPROVALS		
Submitted by:  Dallis Warren Interim Chief of Police	Reviewed by: <input type="checkbox"/> Finance Director <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> Assistant City Manager <input type="checkbox"/> (Other)	Approved for Submittal to City Council:  Robert Gracia City Manager

EXECUTIVE SUMMARY
In accordance with Senate Bill 1074, more commonly known as the "Texas Racial Profiling Data Collection Law", all state law enforcement agencies are required to submit a report to their governing body – whether a county or municipality. The report must contain totals on racial profiling data, as well as analysis of the prevalence of racial profiling. The report has been provided to City Council under separate cover and will be available for public review in the City Secretary's office.
Dr. Alex del Carmen will be present at the meeting to discuss his independent assessment of the data collected.



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
4	Resolution No. R- 1751 - Budget Amendment 14-06

ITEM/MOTION

Consideration of and action on Resolution No. R-1751, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-06 in the amount of \$65,063.00, for the addition of a Public Works Director position.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

- One-time
 Recurring
 N/A

Budgeted:

- Yes No N/A

Source of Funds:

See attached

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

SUPPORTING DOCUMENTS:

- Resolution No. R-1751
- Finance/Audit Committee Meeting Draft Minute Excerpt – 01-29-14

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
Finance Director

Reviewed by:

- Finance Director
 Assistant City Manager
 City Attorney
 City Engineer
 (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Budget Amendment 14-06, in the amount of \$65,063.00, is presented to allocate funding for the addition of a Public Works Director position.

On Wednesday, January 29, 2014, staff met with the Finance/Audit Committee to discuss the need for additional staff to manage the many functions and projects of the Public Works and Utilities Departments. The current Public Works Director, who is managing streets, drainage, water and wastewater operations, will be reclassified as Utility Director and manage only the water and wastewater operations. City staff is recommending the creation of a position for a Public Works Director, and requests approval of the Budget Amendment to fill the new position for the remainder of FY2014. Since the current position's salary was split between General Fund - Public Works and the Water/Wastewater Fund, the Budget Amendment will also have to be split between these two funds. The Finance/Audit Committee recommended approval of the new position.

Budget Amendment 14-06 is included as Exhibit "A" to Resolution No. R-1751 to fund the Public Works Director position for the remainder of FY2014. Staff recommends approval of Resolution No. R-1735 as presented.

RESOLUTION NO. R-1751

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, BUDGET AMENDMENT 14-06 IN THE AMOUNT OF \$65,063.00, FOR THE ADDITION OF A PUBLIC WORKS DIRECTOR POSITION.

* * * * *

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

Section 1. The City Council hereby authorizes Budget Amendment 14-06 (Amendment), in the amount of \$65,063.00, for the addition of a Public Works Director position. A copy of such Amendment is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

4. **REVIEW AND DISCUSS CITY OF ROSENBERG ORGANIZATION CHART, AND TAKE ACTION AS NECESSARY.**

Executive Summary: City Manager Robert Gracia will present the City of Rosenberg Organization Chart and discuss proposed changes.

Key discussion points:

- Robert Gracia handed out an Organization Chart with proposed revisions.
- **City Manager** (Robert Gracia) will supervise the following: City Secretary, Communications Director, Economic Development Director, City Attorney, Assistant City Manager – Public Services, Police Chief (Police Operations; Emergency Management; Animal Control; School Officers & Crossing Guards), Fire Chief (Fire Operations and Fire Marshal), Executive Director of Administrative Services, Executive Director of Community Development and Executive Director of Support Services.
- Titles have been revised as follows: **Executive Director of Support Services** (Jeff Trinker) will supervise Parks & Recreation (Civic Center); Contract Administration/Purchasing; Fleet Maintenance; and Facilities Maintenance; **Executive Director of Community Development** (Travis Tanner) will supervise Planning (GIS); Building Official (Code Enforcement and Health); and Cemetery; **Executive Director of Administrative Services** (Joyce Vasut) will supervise Finance (Customer Service and Municipal Court); and Human Resources; and **Assistant City Manager Public Services** (John Maresh) will supervise the Public Works Director, the Utility Director; Project Director; and City Engineer.
- A 2006 study recommended the Public Works be separated into two divisions: Utilities and Public Works. The Public Works Director Karl Zwahr will take the new position as Utility Director and a opening will be posted for the Public Works Director. These two positions will better assist John Maresh with the public works and utilities operations.
- John Maresh stated Utilities would focus on water and wastewater, which is more than enough for one person to manage with the water issues and the water and wastewater plant facility management/maintenance. Public Works would focus on streets and drainage. This would cover the mowing, street sweeping, drainage, and maintenance.
- Robert Gracia mentioned we had two directors at one time but after one position was vacated, the City Manager did not replace that position, and combined Utilities with Public Works.
- John Maresh stated as the structure is presently, it is too much for one person to manage. Directors need to manage the staff in the field and have some direct contact with them on a daily basis and that is not what being done at this time. We are missing that supervision in the field, which is vital.
- There will be slight salary increases for a few of those who have title changes and more supervisory responsibilities, which will entail about \$12,000. The only new position will be the Utility Director.
- The new director position will cost around \$70,000 plus benefits. Salary surveys will be obtained from other cities as comparisons. Karl Zwahr will be reclassified to the Utility Director position and a Public Works Director position will be created and advertised.
- Councilor McConathy asked to see the increases broken out when prepared.
- Joyce Vasut stated that a budget adjustment will be prepared for the Public Works Director position.
- Several members stated that they would like to see the Fire Chief report directly to City Council, which would entail a Charter change. Some discussion was held on direct reports. Discussion was held on the budget process and how the needs will be presented. The City Council will have the ultimate decision on the final budgeted items.
- The consensus of the Committee was to go forward with the newly created position of Utility Director.



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
5	Ordinance No. 2014-06 – Right-of-Way Abandonment for Our Lady of Guadalupe Catholic Church

ITEM/MOTION

Consideration of and action on Ordinance No. 2014-06, an Ordinance finding and determining that public convenience and necessity no longer require the continued existence of a 0.4821 acre tract being a portion of Carlisle Street as dedicated by the Kaffenberger Addition as recorded in Volume 6, Page 16 of the Map Records of Fort Bend County, Texas, situated in the Henry Scott Survey, Abstract No. 83, Fort Bend County, Texas; and, a parcel containing 0.1469 acre, being all of a called sixteen (16) foot wide alley as dedicated by the Kaffenberger Addition as recorded in Volume 6, Page 16 of the Map Records of Fort Bend County, Texas, situated in the Henry Scott Survey, Abstract No. 83, Fort Bend County, Texas; and containing other provisions relating to the subject.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. Ordinance No. 2014-06
2. Flores Correspondence – Petition for Abandonment – 07-17-13
3. Right-of-Way Tracts Vicinity Map
4. Property Ownership Map
5. Site Photos
6. AT&T, CenterPoint, and Comcast No Objection Letters
7. Rights-of-Way Appraisal Executive Summary
8. Code of Ordinances Excerpt - Section 24-1
9. Planning Commission Meeting Minute Excerpt – 10-23-13

MUD #: N/A

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner, AICP
 Planning Director

Reviewed by:

- Finance Director
- City Attorney *LJL/rlm*
- City Engineer *CAK/rlm*
- Assistant City Manager *g.m.*
- (Other)

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

On July 10, 2013, Our Lady of Guadalupe Catholic Church (Church) approached the City and had a pre-construction meeting regarding the redevelopment of their property to include a new sanctuary. The Church owns the majority of the property bounded by Mulcahy Street, FM 723, and Avenues D and E. A vicinity map depicting property ownership is attached. In addition to the new development, part of their reason for meeting with the City was to request the City's release of Carlisle Street between Avenues D and E, and the alley between Carlisle and Mulcahy Streets, to facilitate their development. The reasons stated were for security purposes, including potentially "gating" the street and alley, and to avoid issues with setbacks from property lines. A vicinity map and metes and bounds and survey exhibits of the right-of-way tracts are attached.

The City stated that a request to abandon the right-of-way would be required in writing (see attached) and that the City would have to investigate utilities, property ownership, and other issues to formally respond.

Staff investigated and found (1) that there was a tract abutting Carlisle Street that is not owned by the Church and (2) the following utilities in the proposed rights-of-way:

- Carlisle Street: City water line; CenterPoint overhead utilities and streetlights
- Alley: City sanitary sewer; CenterPoint gas and overhead electric, and potential Comcast and AT&T utilities

As a result of these findings, it was staff's suggestion to the Church that (1) the portion of right-of-way abutting a separate property owner not be abandoned, (2) that any rights-of-way released by the City be kept at a minimum as utility easements, and (3) that emergency access be kept on Carlisle between Avenues D and E. Staff has also communicated to the Church that by Ordinance the City cannot incur any costs associated with the right-of-way abandonment and that the property must be appraised. As with other similar cases, the Church would be responsible for the cost of the appraisal and for payment to the City in an amount equal to the appraised value. Finally, staff has communicated to the Church that they must coordinate with CenterPoint, Comcast and AT&T regarding Letters of No Objection to the right-of-way abandonment. Staff was of the opinion that keeping the rights-of-way as utility easements would prevent issues with these utilities. At this time, the Church has secured Letters of No Objection from all of the above utilities. The letters are attached as documentation.

With all of the above requirements having been met, staff does not object to the City abandoning the proposed rights-of-way because the subject portions of right-of-way would serve only the Church, and emergency access and access to utilities by the City would be kept. Per Section 24-1 of the Code of Ordinances (attached), abandonment of City rights-of-way requires City Council action following a review and recommendation by the Planning Commission. The Planning Commission unanimously recommended approval of this item on October 23, 2013. Staff recommends approval of Ordinance No. 2014-06.

ORDINANCE NO. 2014-06

AN ORDINANCE OF THE CITY OF ROSENBERG, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A 0.4821 ACRE TRACT BEING A PORTION OF CARLISLE STREET AS DEDICATED BY THE KAFFENBERGER ADDITION AS RECORDED IN VOLUME 6, PAGE 16 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS; AND, A PARCEL CONTAINING 0.1469 ACRE, BEING ALL OF A CALLED SIXTEEN (16) FOOT WIDE ALLEY AS DEDICATED BY THE KAFFENBERGER ADDITION AS RECORDED IN VOLUME 6, PAGE 16 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Our Lady of Guadalupe Catholic Church (the "Petitioner"), abutting property owner, successfully petitioned the City of Rosenberg, Texas (the "City"), to vacate, abandon, and close a certain 0.4821-acre portion of Carlisle Street, more particularly described in Exhibit "A"; and, 0.1469-acre portion of a 16 foot alley, more particularly described in Exhibit "B", both attached hereto for all purposes; and,

WHEREAS, the City has determined that said abandonment(s) will provide a benefit and contiguous ownership by the Petitioner in order to facilitate future phases of construction and expansion of certain facilities at this location; and,

WHEREAS, the City Council of the City of Rosenberg, Texas has determined that a certain 0.4821-acre portion of Carlisle Street and 0.1469-acre portion of a 16-foot alley located within the City should be vacated, abandoned, and closed for the reason that the same is no longer needed by the City as a street and an alley for public access; and,

WHEREAS, the City and other public utility companies own and operate public utilities, including but not limited to water facilities, sanitary sewer facilities, power facilities, and gas facilities, and the City must retain a 60-foot wide utility easement over that certain 0.4821-acre portion of Carlisle Street and a 16-foot wide utility easement over that certain 0.1469 acre portion of said alley; now, therefore,

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Rosenberg, Texas, hereby finds and determines that public convenience and necessity no longer requires the continued existence of the properties as described in Section 3 hereof.

Section 3. A certain 0.4821-acre portion of Carlisle Street, more particularly described in Exhibit "A"; and, 0.1469-acre portion of a 16-foot alley, more particularly described in Exhibit "B", both attached hereto for all purposes, are hereby vacated, abandoned, and closed.

Section 4. The City reserves a 60-foot wide public utility easement over said certain 0.4821-acre portion of Carlisle Street, more particularly described in Exhibit "A"; and the City reserves a 16-foot wide public utility easement over said certain 0.1469-acre portion of a 16-foot alley, more particularly described in Exhibit "B", both attached hereto for all purposes.

PASSED AND APPROVED by a vote of _____ "ayes" in favor and _____ "noes" against on this first and final reading in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on the _____ day of _____ 2014.

ATTEST:

APPROVED:

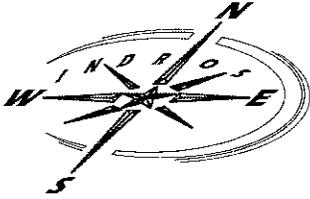
Linda Cernosek, **CITY SECRETARY**

Vincent M. Morales, Jr., **MAYOR**

APPROVED AS TO FORM:

Lora Jean D. Lenzsch, **CITY ATTORNEY**

EXHIBIT "A" (1 of 2)



Windrose Land Services, Inc
3200 Wilcrest, Suite 325
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants
Land Surveying, Platting, Project Management and GIS Services

**DESCRIPTION OF
0.4821 ACRES OR 21,000 SQUARE FEET**

A TRACT OR PARCEL CONTAINING 0.4821 ACRES OR 21,000 SQUARE FEET OF LAND, BEING A PORTION OF CARLISLE STREET AS DEDICATED BY THE KEFFENBERGER ADDITION AS RECORDED IN VOLUME 6, PAGE 16 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS. SAID 0.4821 ACRES BEING DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83;

BEGINNING AT A 1/2 INCH IRON WITH CAP STAMPED "RPLS 3945" FOUND FOR THE NORTHWEST CORNER OF LOT 16, BLOCK 5 OF SAID KEFFENBERGER ADDITION, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE "D" (CALLED 80 FOOT WIDE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF LINE OF SAID CARLISLE STREET;

THENCE, SOUTH 02 DEGREES 43 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID CARLISLE STREET, AND WESTERLY BOUNDARY LINE OF LOTS 10 THROUGH 16 OF SAID BLOCK 5, A DISTANCE OF 350.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 5, BEING THE NORTHWEST CORNER OF LOT 9 OF SAID KEFFENBERGER ADDITION, AS DESCRIBED IN DEED TO AARON LEE VALENCIA AS RECORDED IN DOCUMENT NO. 2008079291 OF THE FORT BEND COUNTY DEED RECORDS;

THENCE, SOUTH 87 DEGREES 16 MINUTES 22 SECONDS WEST, OVER AND ACROSS SAID CARLISLE STREET, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET FOR THE SOUTHEAST CORNER OF LOT 7 OF SAID KEFFENBERGER ADDITION, THE NORTHEAST CORNER OF LOT 8 OF SAID KEFFENBERGER ADDITION, FROM SAID POINT A 1/2 INCH IRON ROD WITH CAP STAMPED "RPLS 3945" FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 8, AND THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AVENUE "E" AND WESTERLY RIGHT-OF-WAY LINE OF SAID CARLISLE STREET, BEARS SOUTH 02 DEGREES 43 MINUTES 38 SECONDS EAST, A DISTANCE 50.00 FEET;

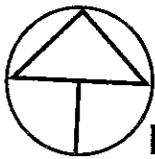
THENCE, NORTH 02 DEGREES 43 MINUTES 38 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID CARLISLE STREET, AND EASTERLY BOUNDARY LINE OF LOTS 1 THROUGH 7, BLOCK 8, A DISTANCE OF 350.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 8;

THENCE, NORTH 87 DEGREES 16 MINUTES 22 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.4821 ACRES OR 21,000 SQUARE FEET OF LAND, AS SHOWN ON JOB NUMBER 51169 PREPARED BY WINDROSE LAND SERVICES, INC.


MIKE KURKOWSKI,
RPLS #5101
JOB #51169



09/24/13
DATE
REV. 09/26/13



NORTH

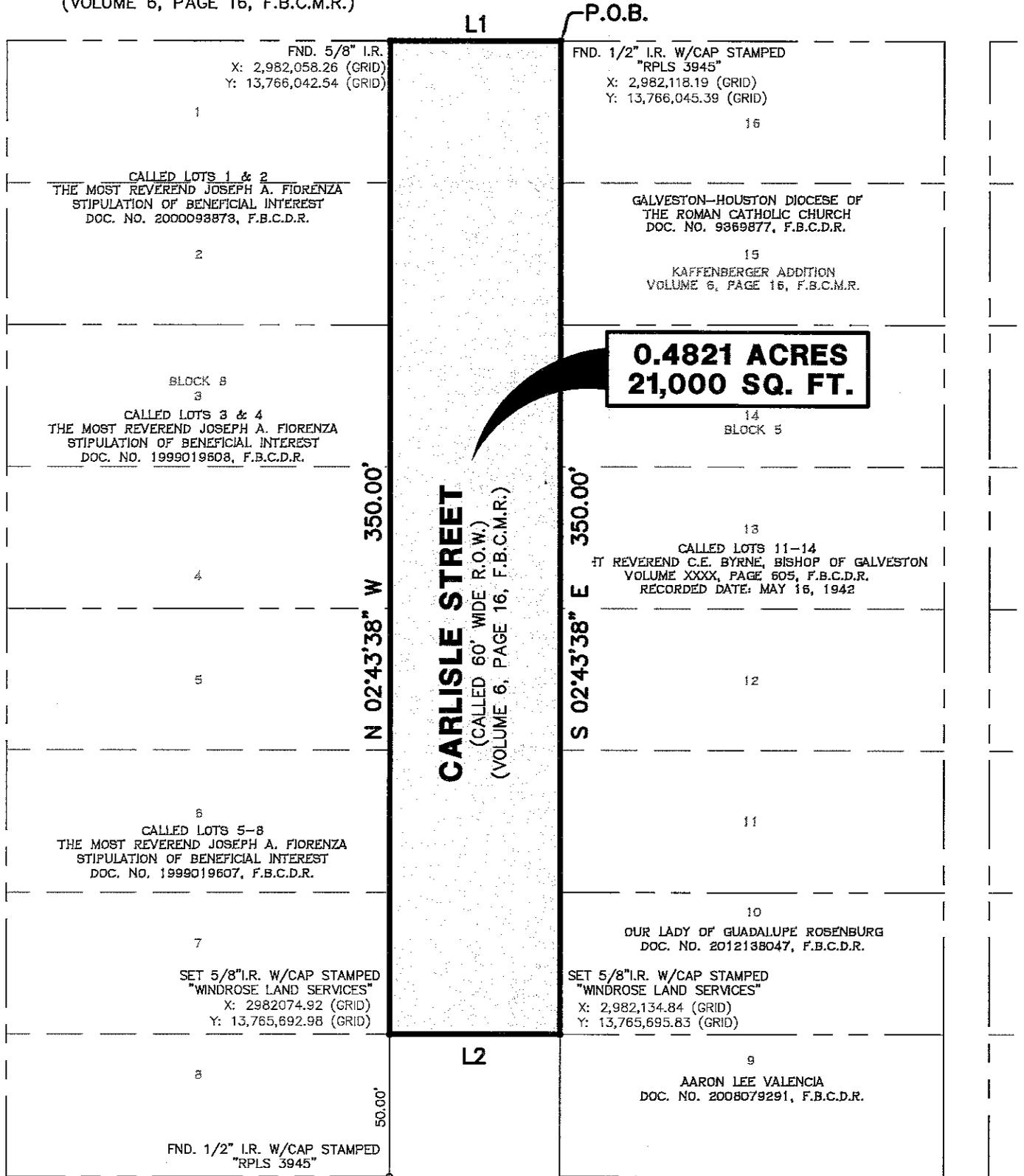
SCALE: 1" = 50'

GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTOR'S CERTIFICATE AND WOULD BE SUBJECT TO ANY ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTOR'S CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. COORDINATES SHOWN HEREON ARE GRID AND CAN BE CONVERTED TO SURFACE BY UTILIZING A SCALE FACTOR OF 0.999871096.
3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.

AVENUE 'D'

(CALLED 80' WIDE R.O.W.)
(VOLUME 6, PAGE 16, F.B.C.M.R.)



**0.4821 ACRES
21,000 SQ. FT.**

AVENUE 'E'

(CALLED 80' WIDE R.O.W.)
(VOLUME 6, PAGE 16, F.B.C.M.R.)

**PARTIAL ABANDONMENT OF
CARLISLE STREET
SITUATED IN THE HENRY SCOTT SURVEY
ABSTRACT NO. 83
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS**

LINE	BEARING	DISTANCE
L1	N 87°16'22" E	60.00'
L2	S 87°16'22" W	60.00'

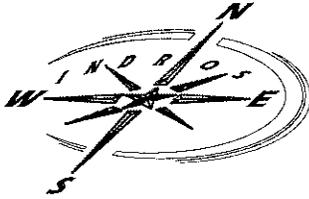
FILED BY: JL	DATE: 09/24/13
DRAWN BY: MJT	REV:
CHECKED BY: MJK	REV:
JOB NO. 51169	REV:
SHEET 1 OF 2	REV:



Windrose Land Services, Inc.
3200 Wilcrest, Suite 325
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants
Land Surveying, Platting, Project Management, GIS Services

EXHIBIT "B" (1 of 2)



Windrose Land Services, Inc
3200 Wilcrest, Suite 325
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants
Land Surveying, Platting, Project Management and GIS Services

**DESCRIPTION OF
0.1469 ACRES OR 6,400 SQUARE FEET**

A TRACT OR PARCEL CONTAINING 0.1469 ACRES OR 6,400 SQUARE FEET OF LAND, BEING ALL OF A CALLED 16 FOOT WIDE ALLEY AS DEDICATED BY THE KEFFENBERGER ADDITION AS RECORDED IN VOLUME 6, PAGE 16 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS. SAID 0.1469 ACRES BEING DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD83;

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 8 OF SAID KEFFENBERGER ADDITION, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF AVENUE "D" (CALLED 80 FOOT WIDE RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY OF LINE OF SAID 16 FOOT WIDE ALLEY;

THENCE, SOUTH 02 DEGREES 43 MINUTES 38 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID 16 FOOT WIDE ALLEY, AND WESTERLY BOUNDARY LINE OF LOTS 1 THROUGH 8 OF SAID BLOCK 8, A DISTANCE OF 400.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET FOR THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 8, BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID 16 FOOT WIDE ALLEY, AND NORTHERLY RIGHT-OF-WAY LINE OF AVENUE "E" (CALLED 60 FOOT WIDE RIGHT-OF-WAY);

THENCE, SOUTH 87 DEGREES 16 MINUTES 22 SECONDS WEST, A DISTANCE OF 16.00 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "RPLS 3945" FOUND FOR THE SOUTHEAST CORNER OF LOT 9 OF SAID KEFFENBERGER ADDITION, AND THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AVENUE "E" AND WESTERLY RIGHT-OF-WAY LINE OF SAID 16 FOOT WIDE ALLEY;

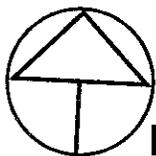
THENCE, NORTH 02 DEGREES 43 MINUTES 38 SECONDS WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID 16 FOOT WIDE ALLEY, AND EASTERLY BOUNDARY LINE OF LOTS 9 THROUGH 16, BLOCK 8, PASSING AT A DISTANCE OF 52.60 FEET, A 1/2 INCH IRON ROD WITH CAP STAMPED "RPLS 3945" FOUND FOR THE NORTHEAST CORNER OF A CALLED 0.045282 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2011072963 OF THE FORT BEND COUNTY DEED RECORDS, AND CONTINUING IN ALL A TOTAL DISTANCE OF 400.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "WINDROSE LAND SERVICES" SET FOR THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 8, BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID 16 FOOT WIDE ALLEY, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID AVENUE "D";

THENCE, NORTH 87 DEGREES 16 MINUTES 22 SECONDS EAST, A DISTANCE OF 16.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.1469 ACRES OR 6,400 SQUARE FEET OF LAND, AS SHOWN ON JOB NUMBER 51169 PREPARED BY WINDROSE LAND SERVICES, INC.


MIKE KURKOWSKI,
RPLS #5101
JOB #51169



09/25/13
DATE



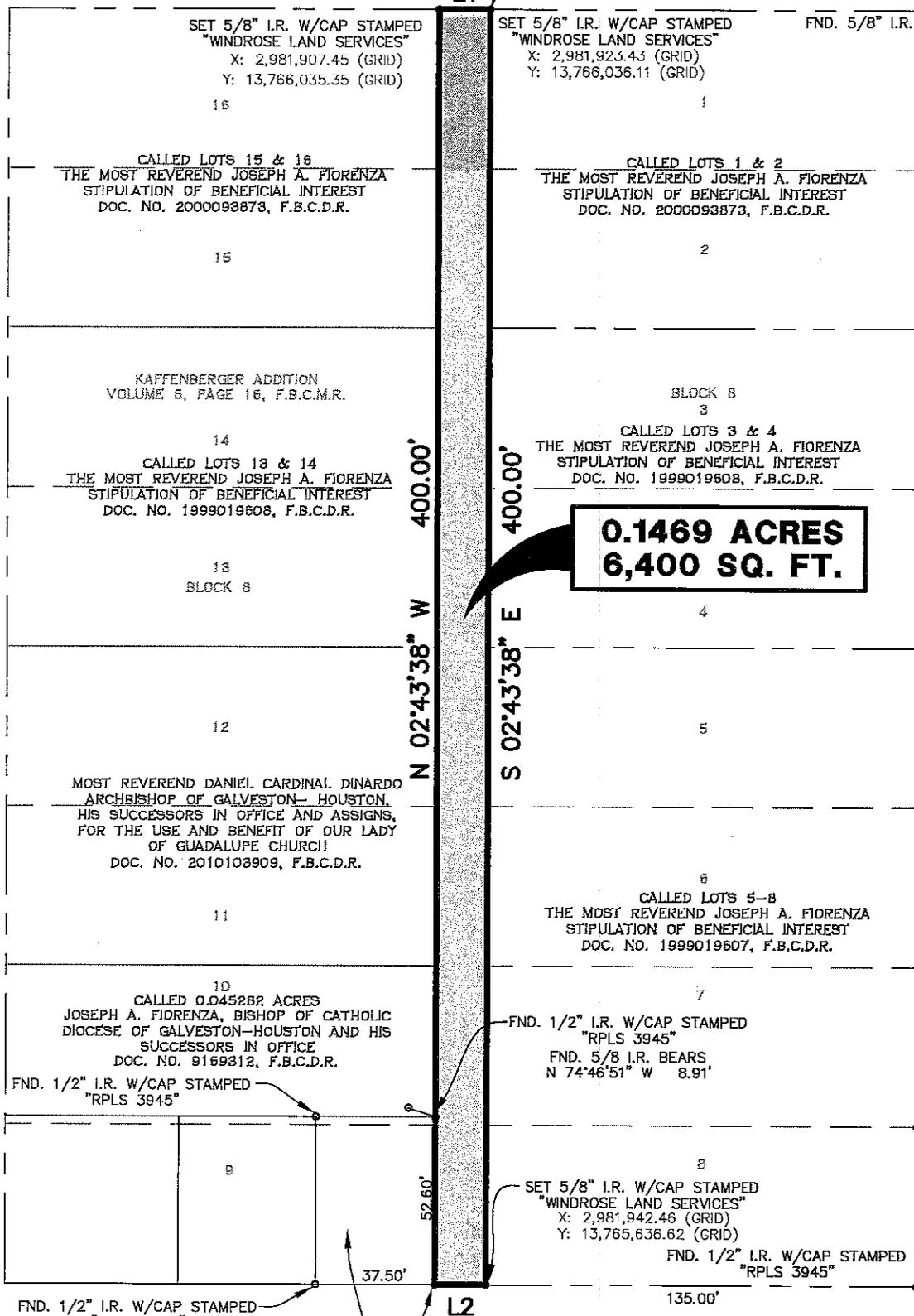
NORTH

SCALE: 1" = 50'

- GENERAL NOTES**
1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
 2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. COORDINATES SHOWN HEREON ARE GRID AND CAN BE CONVERTED TO SURFACE BY UTILIZING A SCALE FACTOR OF 0.999871096.
 3. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.

AVENUE 'D'
(CALLED 80' WIDE R.O.W.)
(VOLUME 6, PAGE 16, F.B.C.M.R.)

L1 P.O.B.



MULCAHY STREET
(CALLED 60' WIDE R.O.W.)
(VOLUME 6, PAGE 16, F.B.C.M.R.)

CARLISLE STREET
(CALLED 60' WIDE R.O.W.)
(VOLUME 6, PAGE 16, F.B.C.M.R.)

0.1469 ACRES
6,400 SQ. FT.

AVENUE 'E'
(CALLED 80' WIDE R.O.W.)
(VOLUME 6, PAGE 16, F.B.C.M.R.)

**ABANDONMENT OF A
16' WIDE ALLEY
SITUATED IN THE HENRY SCOTT SURVEY
ABSTRACT NO. 83
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS**

LINE	BEARING	DISTANCE
L1	N 87°16'22" E	16.00'
L2	S 87°16'22" W	16.00'

FIELD BY: JL	DATE: 09/24/13
DRAWN BY: MJT	REV:
CHECKED BY: MJK	REV:
JOB NO. 51169	REV:
SHEET 1 OF 2	REV:



Windrose Land Services, Inc.
3200 Wilcrest, Suite 325
Houston, Texas 77042
Phone (713) 458-2281 Fax (713) 461-1151

Professional Development Consultants
Land Surveying, Platting, Project Management, GIS Services



Our Lady of Guadalupe Catholic Church
1600 Avenue D
Rosenberg, TX 77471
P 281-232-5113
F 281-342-4008



July 17, 2013

REF: Our Lady Guadalupe Catholic Church Appeal for ownership of a portion of Carlisle Street

Dear Mayor and City Council:

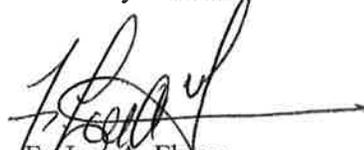
On July 10th we had a meeting, with several key representatives from the City of Rosenberg, to discuss Our Lady of Guadalupe Catholic's Church vision for development of the church's property on both sides of Carlisle Street and the potential transfer of ownership of Carlisle Street (between Ave D and Ave E) to Our Lady of Guadalupe Catholic's Church to facilitate the church's' Master Plan. Because we own property on both sides of Carlisle Street (between Ave D and Ave E), the purpose of this request is to allow the church to utilize one (1) contiguous property as opposed to two and (2) separate properties bisected by Carlisle Street. Acquiring Carlisle Street allows the next phase of construction, which includes a new church building and related site / infrastructure upgrades to move forward. In addition, we also discussed the church acquiring ownership, or at a minimum controlled access, of the two alley ways that reside on the current property.

It is worth noting, the general consensus of the City of Rosenberg representatives was supportive of our request and did not see any issues with the transfer of ownership of Carlisle Street, however acknowledge further research on the alley way would have to be conducted before a final decision could be rendered. The representatives did make it clear that we would have to have a make a formal request in writing specifying our intentions.

To that end, this letter is to inform you that Our Lady of Guadalupe Catholic Church is officially requesting the transfer of ownership of the portion of Carlisle Street (between Ave D and Ave E) as well as the two alley ways mentioned above. Specific to the alley ways request, if ownership cannot be transferred, then the church would then like to have controlled access to the streets so we can manage the flow of traffic. If our request is approved, our intention would be to adhere to the City and any agency requirement as well as re-plat the entire site as one (1) contiguous property.

In closing, allow me to take this opportunity to thank you in advance for you time, effort, and assistance addressing this important matter. We look forward to your favorable consideration of our request. If you have any questions or concerns please feel free contacting at 281-232-5113.

Sincerely in Christ


Fr. Lee A. Flores
Pastor

Archdiocese of Galveston-Houston



Our Lady of Guadalupe Church

**Alley Abandonment
&
Carlisle Abandonment**

City of Rosenberg, Texas

-  Public Road
-  ROW Abandonment
-  FBCAD 2013 Parcel Data

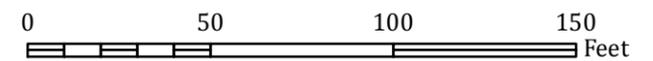


Scale:

1:600

or

1 Inch = 50 Feet



The 2012 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council.

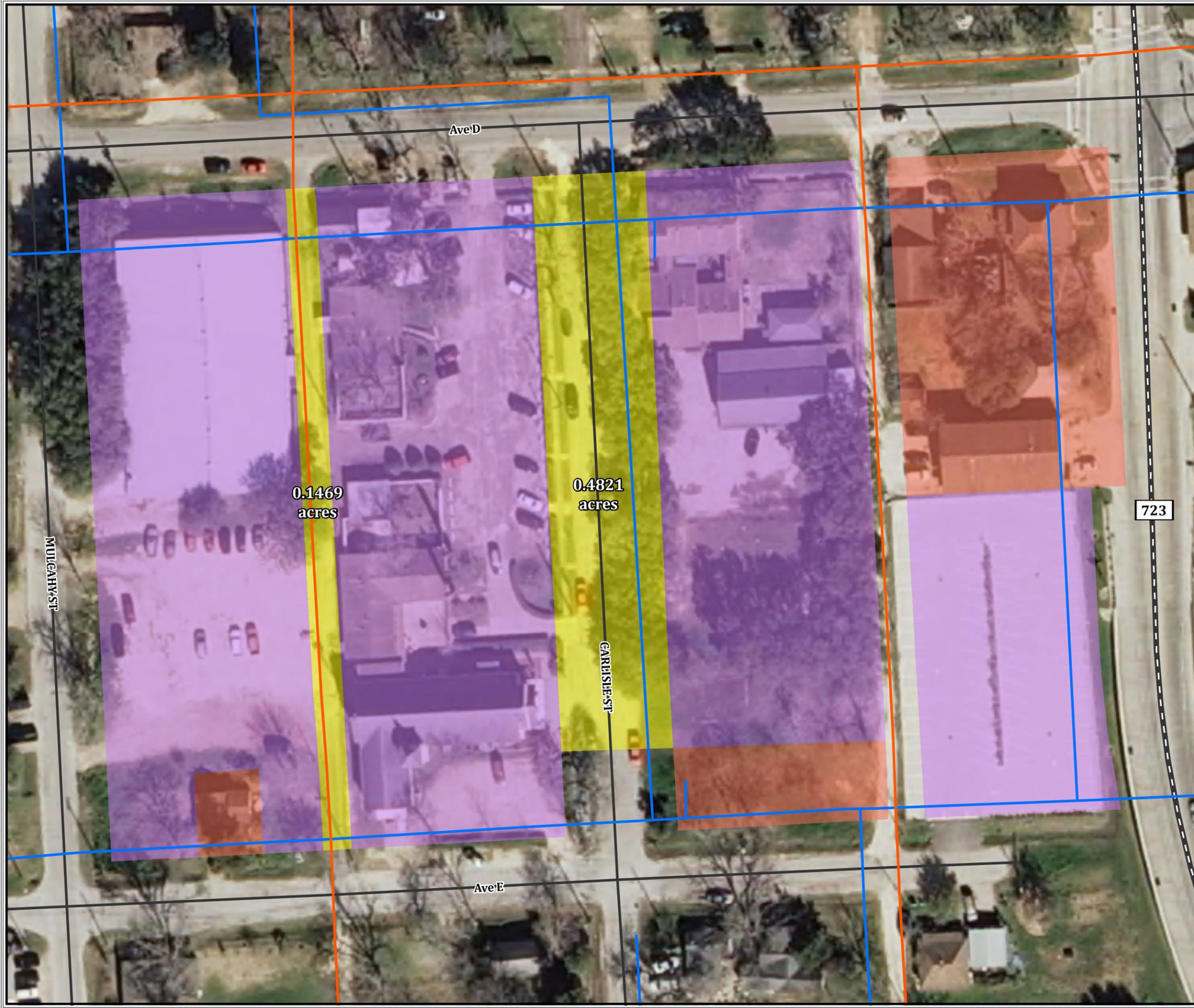
Created by: City of Rosenberg GIS - Paul M. Jones
 Date Created: October 15, 2013
 Original Size: 11" x 17"
 K:\GIS\MAPS\Planning\2013\Projects\OurLadyofGuadalupeChurch_Abandonment.mxd

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



Our Lady of Guadalupe Church & Adjacent Properties

City of Rosenberg, Texas



0.1469
acres

0.4821
acres

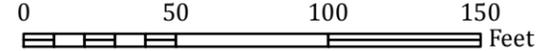
-  Water Line
-  Sanitary Sewer Line
-  Farm-to-Market
-  Public Road
-  Church Property
-  City ROW Property
-  Other Property



Scale:
1:720

or

1 Inch = 60 Feet



The 2012 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council.

Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: October 15, 2013
Original Size: 11" x 17"
K:\GIS\MAPS\Eco_Dev\2013\OurLadyofGuadalupeChurch_Updated.mxd

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



Site Photos

View at Carlisle and Avenue D



Intersection of Alley and Avenue D



Intersection of Alley and Avenue E



Intersection of Avenue E and Carlisle, Including Property Owned by Others to the Right





Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4311
F: 281-341-4289
mt4001@att.com

October 4, 2013

Mr. Matt Tucker
WINDROSE LAND SERVICES, INC
3200 Wilcrest, Suite 325
Houston, TX 77042

Re: Rosenberg – Our Lady of Guadalupe Catholic Church

Dear Mr. Tucker

AT&T is pleased to respond to your request. AT&T has No Objection of the commercial property plans received for the above referenced project. AT&T places facilities within Utility Easements and/or public rights-of-ways. Please be advised that AT&T will require adequate easements or customer provided conduits to provide cable feeds to any facility on the tract requiring service once any building plans are drawn for the property. If you have any questions or comments, please contact me.

Sincerely,

Mike Trzeciak
Manager, Planning & Engineering
AT&T
1110 Louise
Rosenberg, TX 77471



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700

January 21, 2014

Windrose Land Services, Inc.
3200 Wilcrest, #325
Houston, TX 77042

Re: Street & Alley Closure at 1600 Avenue D
File No. 90212

Dear :

The City of Rosenberg has been asked to close and abandon a portion of a sixteen (16) foot wide alley and a portion of Carlisle St.

CenterPoint Energy Houston Electric, LLC, CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Texas Gas Operations and CenterPoint Energy Intrastate Pipelines, Inc., herein collectively called "CenterPoint Energy", has investigated the request and determined that there are facilities located within the area to be abandoned. However, an easement to accommodate these facilities has been granted as shown on the attached CenterPoint Energy Sketch No. 13-0860. Therefore, CenterPoint Energy will offer no objection to the abandonment of the areas described and illustrated on attached Exhibits "A" and "B".

This letter of no objection shall become null and void in the event two (2) years has transpired from the above date, and this abandonment has not been completed. CenterPoint Energy also respectfully requests that the City of Rosenberg forward a copy of the final abandonment ordinance to CenterPoint Energy in order that we may complete our process and update our map records.

Yours truly,

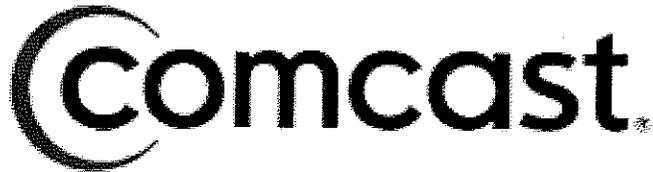
CenterPoint Energy

A handwritten signature in blue ink, appearing to read "Crystal Shrader".

Crystal Shrader
Senior Right of Way Technician
Surveying & Right of Way
713-207-0430

Enclosures

7033 Airport Blvd
Houston, Texas 77061
281-932-9420
Fax: 713-895-1236



January 21st, 2014

Matt Tucker
Windrose Land Services, Inc.
3200 Wilcrest, Suite 325
Houston, Texas 77042

RE: Letter of No Objection Final Plat "OUR LADY OF GUADALUPE CATHOLIC CHURCH"

Mr. Tucker,

The site plan on the project area sent was reviewed. Comcast Cable has no objections for your project.

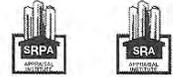
A SUBDIVISION OF 4.6750 ACRES OR 203,644 SQUARE FEET OF LAND BEING A PARTIAL REPLAT OF LOTS 1-8, 11-16 AND A PORTION OF LOTS 5-8, BLOCKS 5, KAFFENBERGER ADDITION, RECORDED UNDER VOLUME 6, PAGE 16, PLAT RECORDS OF FORT BEND COUNTY, IN THE HENRY SCOTT LEAGUE, ABSTRACT No. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS

Should you require more information, please feel free to contact me at 281-932-9420.

Regards,

A handwritten signature in black ink that reads "Hugo A. Espinosa".

Hugo A. Espinosa
Utility Relocation Specialist
Comcast of Houston
hugo_espinosa@cable.comcast.com



December 6, 2013

City of Rosenberg
Office of the City Manager
% Ms. Kaye Supak
2110 Fourth Street
Rosenberg, Texas 77471

Reference: *A Summary Appraisal Report for the partial abandonment of a 0.4821 of an acre tract being identified as Carlisle Street right-of-way and a 0.1469 of an acre tract being identified as an 16-foot wide alley way, being located between Block 5 and 6 and located within Block 6 of the Henry Scott Survey, Abstract 83, City of Rosenberg, Fort Bend County, Texas.*

Dear Ms. Supak:

At your request, the above referenced properties have been inspected and appraised for the purpose of developing an opinion based on the market value of the fee simple estate of the subject properties as of the date of this appraisal and total consideration due for the abandonment of said tracts. This appraisal is a Summary Appraisal Report, as defined in the January 1, 2012 revision of the Uniform Standards of Professional Appraisal Practice. It is our opinion, the Market Value of each tract, as of November 26, 2013 is as follows:

CARLISLE STREET:	\$ 4,200
16-FT ALLEY WAY:	\$ 1,280

As of the date of this appraisal, the subject properties are both under the ownership of the City of Rosenberg and are improved as asphalt paved roadways. Carlisle Street is identified as being part of a 60-foot wide road right-of-way fee strip extending between Avenue D and Avenue E. The Alley Way tract is identified as being a 16-foot wide asphalt paved road right-of-way located within Block 6 of the Henry Scott Survey. Both of these tracts are considered to be highly limited in utility and shape as a stand-alone tract. Typically in valuing this land area, the methodology utilized is the **“Across the Fence” Method** to value. The Across the Fence Method is defined in the Dictionary of Real Estate Appraisal, (Fifth Edition, copyright 2010, page 3, published by the Appraisal Institute), a land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land.

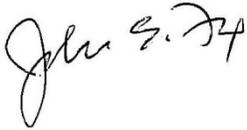
Market Value, as further defined in this report, is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus.

The appraiser is not qualified to detect or identify hazardous substances which may, or may not be present on, in, or near these properties. The presence of substances such as asbestos, urea-formaldehyde foam insulation, toxic waste, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge or expense required to discover them.

The estimated market exposure period for the subject property is within one year of the appraisal date. We have determined that available market data accurately reflects current **local** market conditions, and that under the circumstances no further discounting process from the indicated value is required to reach our final value conclusion.

We, the undersigned, do hereby certify that we have personally conducted a site visit of the property that is the subject of the attached appraisal report; and that to the best of my knowledge and belief, the statements made in the attached report are true and correct. We further certify that the opinion of market value expressed herein has been determined after careful study of all pertinent data; and, that we have no interest, present or proposed, in the property appraised. This appraisal is made subject to the attached contingent and limiting conditions in the addenda of this report

Very truly yours,



John E. Fox
SRPA - State Certified
TX-1321057-G
Exp.: June 30, 2015



Michelle R. Anchondo
State Certified
TX-1335413-G
Exp.: October 31, 2015

PART II - CODE OF ORDINANCES
Chapter 24 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. - IN GENERAL

ARTICLE I. - IN GENERAL

[Sec. 24-1. - Abandonment.](#)

[Sec. 24-2. - Riding bicycles, tricycles and roller skates.](#)

[Sec. 24-3. - Property owner's duty to maintain sidewalks.](#)

[Sec. 24-4. - Blocking sidewalks by congregating.](#)

[Sec. 24-5. - Obstructing sidewalks, streets restricted; permit.](#)

[Sec. 24-6. - Prohibiting buildings and structures within public rights-of-way and easements and requiring their removal.](#)

[Secs. 24-7—24-25. - Reserved.](#)

Sec. 24-1. - Abandonment.

- (a) The city council may abandon and release any claim of the city to a roadway or any other real property interest of the city, provided that the person requesting such abandonment has submitted to the city secretary a petition for abandonment, and payment of all costs incurred by the city. Such petition shall include the following statements and attachments:
- (1) A statement of the reason for the petition for abandonment.
 - (2) A survey plat and metes and bounds legal description of the property which the applicant seeks to have abandoned, prepared by a state licensed public surveyor.
 - (3) Written consent of all owners of land which abuts the property which the applicant seeks to have abandoned.
 - (4) Evidence of ownership of all of the property which abuts the property which the applicant seeks to have abandoned, so that the city can insure that all necessary parties have consented to the abandonment.
 - (5) An attorney's opinion letter stating that all of the abutting property owners have consented to the abandonment, and copies of the deeds by which those owners acquired title and any title policies issued to those owners.
 - (6) A statement that the applicant will indemnify and hold harmless the city from any and all claims or causes of actions relating to the abandonment.

Any of these statements and conditions may be waived by city council if it finds that any such statement or condition is not necessary for city council to make its determination whether to abandon such interest.

- (b) The city's planning commission, director of public works and the city's legal counsel shall review each petition submitted hereunder and its attachments and recommend to city council whether the petition should be granted. The review by the planning commission and director of public works shall include a determination whether the property interest proposed to be abandoned is reasonably expected to be needed in the future for water, sewer or other public purposes of the city. The legal counsel's review shall include a determination whether the city has the legal power to abandon any interest it has in the real property.

(Ord. No. 88-46, § 1, 9-20-88)

PART II - CODE OF ORDINANCES
Chapter 24 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. - IN GENERAL

State law reference— Authority and restrictions, V.T.C.A., Local Government Code § 253.001; closing of street or alley by city, V.T.C.A., Transportation Code § 311.007.

a typical lot size of fifty-five feet (55') for this area of the development. The majority of the proposed lots are fifty-five-foot (55') lots. Eighteen (18) of the lots are sixty feet (60') or greater in width. Six (6) of the lots are cul-de-sac or "knuckle" lots that are approximately fifty-five feet (55') as measured at the front building line, but only forty feet (40') at the right-of-way, indicating they are fifty-feet or greater (50'+) lots as described in the lot area summary table.

All subdivisions platted so far in Bonbrook Plantation have been in compliance with the approved Land Plan. According to the Land Plan, at build-out, the development will contain 216 (18%) fifty-foot lots, 489 (40%) fifty-five-foot lots, and 515 (42%) sixty-five-foot lots, and a total of 1,220 lots.

The proposed Preliminary Plat is not in conflict with the Development Agreement for MUD No. 155 or with the "Subdivision" Ordinance. Staff recommends approval of the Preliminary Plat of Bonbrook Plantation North Section Nine.

Key Discussion:

- Mr. Tanner presented the item and reviewed the executive summary.
- Chairperson Pavlovsky inquired how much of that subdivision is left to develop?
- Mr. Tanner replied there is approximately 1/3 to 1/4 yet to develop.
- Commissioner Parsons inquired how many lots.
- Mr. Tanner replied it could be about 200-300 lots since there are 1,200 lots in the development. They are a good way along.
- Commissioner Parsons inquired of the lots left, are they all 50-foot lots?
- Mr. Tanner replied no. There is a combination of 55 and 60 foot lots and some others so they are a mix of sizes.
- Commissioner Parsons stated that since this is a question we ask each time, would staff provide us with how many lots are left in the development and what sizes they are.
- Mr. Tanner replied that we can do that as best we can. We will need to go back to previous plats and add them up.
- Commissioner Parsons stated that this is something he would like to see on a regular basis.
- Councilor McConathy stated that some of those are subject to changes and the trend is to increase the lot sizes.
- Commissioner Parsons replied that he would like to see how many smaller lots were reduced and how many larger lots would be in their place. What we would like to see is what we have left in total lots in various sizes. The Commission may wish to make a recommendation to City council to increase the size of the next generation. If we have 20-25 years left of 50-foot lots, we may want to consider something different in the future.
- Mr. Tanner replied that we do required the larger lot sizes now. This is a vested land plan under different regulations.
- Geoff Freeman, 1115 Montour, Houston, Texas, is with Kerry R. Gilbert & Associates, and stated that he has a spreadsheet at the office that we use to track the development in Bonbrook and the percentages of under 60-feet and over 60-feet. Overall, there needs to be at least a 51% balance of over 60-foot lots. He will send it to Travis and hope that helps answer some of those questions.
- The Commissioners thanked Mr. Freeman.

Action Taken: Commissioner Parsons moved, seconded by Vice Chairperson Phipps, to approve the Preliminary Plat of Bonbrook Plantation North Section Nine, being 15.1 acres of land containing 66 lots (55'x120' typ.) in four blocks, out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously.

3. CONSIDERATION OF AND ACTION ON A REQUEST BY OUR LADY OF GUADALUPE CATHOLIC CHURCH FOR THE CITY TO ABANDON TWO TRACTS OF RIGHT-OF-WAY TOTALING 0.629 ACRES ON THE SOUTH SIDE OF AVENUE D BETWEEN MULCAHY STREET AND FM 723.

Executive Summary: On July 10, 2013, Our Lady of Guadalupe Catholic Church (Church) approached the City and had a pre-construction meeting regarding the redevelopment of their property to include a new sanctuary. The Church owns the majority of the property bounded by Mulcahy Street, FM 723, and Avenues D and E. A vicinity map depicting property ownership is attached. In addition to the new development, part of

their reason for meeting with the City was to request the City's release of Carlisle Street between Avenues D and E, and the alley between Carlisle and Mulcahy Streets, to facilitate their development. The reasons stated were for security purposes, including potentially "gating" the street and alley, and to avoid issues with setbacks from property lines. A vicinity map and metes and bounds and survey exhibits of the right-of-way tracts are attached.

The City stated that a request to abandon the right-of-way would be required in writing (see attached) and that the City would have to investigate utilities, property ownership, and other issues to formally respond. Staff investigated and found (1) that there was a tract abutting Carlisle Street that is not owned by the Church and (2) the following utilities in the proposed rights-of-way:

- Carlisle Street: City water line; CenterPoint overhead utilities and streetlights
- Alley: City sanitary sewer; CenterPoint gas and overhead electric, and potential Comcast and AT&T utilities

As a result of these findings, it was staff's suggestion to the Church that (1) the portion of right-of-way abutting a separate property owner not be abandoned, (2) that any rights-of-way released by the City be kept at a minimum as utility easements, and (3) that emergency access be kept on Carlisle between Avenues D and E. Staff also communicated to the Church that by Ordinance the City cannot incur any costs associated with the right-of-way abandonment and that the property must be appraised. As with other similar cases, the Church would be responsible for the cost of the appraisal and for payment to the City in an amount equal to the appraised value. Finally, City staff communicated to the Church that they must coordinate with CenterPoint, Comcast and AT&T regarding Letters of No Objection to the right-of-way abandonment. Staff is of the opinion that keeping the rights-of-way as utility easements might also prevent issues with these utilities.

Provided all of the above issues are addressed, staff does not object to the City abandoning the proposed rights-of-way because the recommended portions of right-of-way would serve only the Church, and emergency access and access to utilities would be retained. It is important to note, however, that this Agenda item is to make a recommendation to City Council. Per City Ordinance, abandonment of City rights-of-way requires City Council action following a review and recommendation by the Planning Commission. Section 24-1 of the Code of Ordinances is attached for your reference.

Key Discussion:

- Mr. Tanner presented the item and reviewed the executive summary and stated that the applicant was present to answer any questions as well.
- Chairperson Pavlovsky inquired what the plans are for Carlisle Street.
- Mr. Tanner replied that the plan is to gate the street except for continued emergency access and some parking.
- Mr. Jack Duran of 19607 Cottage Park Circle, Houston, Texas, is the architect and provided some display mock-ups for review. Mr. Duran explained that their intent is to maintain Carlisle in terms of access as we discussed. We would like the potentially gate of two locations with the intent to provide emergency access and to build on and park on that side of the road. We would not gate past the adjoining property owner's line.
- Chairperson Pavlovsky inquired which way the house faces on that tract.
- Mr. Tanner replied that the lot is vacant and by ordinance we cannot remove access to another property owner and that is the reason that is being left out.
- Chairperson Pavlovsky commented that Carlisle will never go on in either direction and to him, that is a positive for this project. What is intended for the alley?
- Mr. Duran replied that we are basically going to leave it but it will be gated so the church can have access to the campus. Sometime in the future, when the church expands in the future, this would prevent encroachment on the easements on Carlisle and the alley.
- Mr. Tanner replied that the alley will remain as a utility easement that cannot be built over. It would no longer be a property line and that would relieve some of the setback issues.
- Chairperson Pavlovsky inquired who would be responsible for the maintenance of Carlisle and the alley.
- Mr. Tanner replied that if the City gives it up, it would be the church.

Action Taken: Commissioner Parsons moved, seconded by Commissioner Poldrack, to recommend approval to City Council of the request by Our Lady of Guadalupe Catholic Church for the City to abandon two (2) tracts of right-of-way totaling 0.629 acres on the south side of Avenue D between Mulcahy Street and FM 723.

Additional Discussion:

- Commissioner Urbish inquired about the fees. Is that for paperwork or the land itself?
- Mr. Tanner replied both. The property must be appraised, which is a fee, and the City cannot give the property but must receive the appraised value of the property in order to release the right-of-way. A proposal for the appraisal is in process right now.
- Commissioner Urbish stated that he imagines it was donated to the City originally but if the rules are that we cannot relinquish it to the church, then that is all that can be done.
- Mr. Tanner replied that the land was dedicated as a street when the original township developed in about 1896.
- Commissioner Poldrack commended the church for their rehabilitation efforts and believes it is a super addition to that part of town and it is appreciated.

Action: Upon voting, the motion carried unanimously.

4. HOLD A PUBLIC HEARING ON A PRELIMINARY PLAT OF OUR LADY OF GUADALUPE CATHOLIC CHURCH, A SUBDIVISION OF 4.6750 ACRES OR 203,644 SQUARE FEET OF LAND BEING A PARTIAL REPLAT OF LOTS 1-8, 10-16 AND A PORTION OF LOT 9, BLOCK 8, LOTS 10-14 AND PORTIONS OF LOTS 5-8, BLOCK 5, KAFFENBURGER ADDITION, RECORDED UNDER VOLUME 6, PAGE 16, PLAT RECORDS OF FORT BEND COUNTY, IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 2 RESERVES.

Executive Summary: The Preliminary Plat of Our Lady of Guadalupe Catholic Church consists of a total of 4.675 acres and one (1) reserve restricted to religious uses. The purpose of the Plat is to consolidate property owned by the Church, and the plat seeks to abandon City rights-of-way, as discussed in the previous agenda item. The Church intends to redevelop the site with a new sanctuary and wishes to avoid setback issues with existing property lines. If the property is consolidated, required setbacks from interior property lines will not be an issue.

This Agenda item is regarding the Plat and not any subsequent development. In addition to platting requirements, development must comply with all City standards. In this case, it will involve setback requirements, parking and landscaping among other ordinances. It will undergo a full site review by City staff including Planning, the Building Official, Fire Marshal and City Engineer. The first step, however, is that the property must be platted/replatted and right-of-way released by City Council.

A public hearing is required per State law (Ch. 212, Local Government Code) because the Plat constitutes a replat of lots as described in the motion.

Key Discussion:

- Mr. Tanner presented the item and stated that this is related to the previous item and is a preliminary replat of all of their property into two reserves. It will consolidate their tracts for future relief of setback issues. A public hearing is required under state law and City ordinance.

Chairperson Pavlovsky opened the public hearing 6:16 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 6:16 p.m.

Discussion:

- At the close of the public hearing, Commissioner Parsons inquired how the hearing was advertised.
- Mr. Tanner replied that it is published on the Agenda.
- Commissioner Parsons replied that no one who may want to comment on this would know about this public hearing unless they read the Agenda.
- Mr. Tanner replied that we are acting in accordance with state law.
- Commissioner Parsons stated that this Commission needs to make a recommendation to City Council that we change the way we publish public hearings if we expect the public to make a



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
6	Resolution No. R-1731 – Construction Project Representation/Inspection Services Engineering Services Agreement

ITEM/MOTION

Consideration of and action on Resolution No. R-1731, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Agreement for construction project representation/inspection services, by and between the City and Jones and Carter, Inc., in an amount up to \$100,000.00.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

- One-time
 Recurring
 N/A

Budgeted:

- Yes No N/A

Source of Funds:

410-0000-550-4390

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

SUPPORTING DOCUMENTS:

1. Resolution No. R-1731
2. Inspection Services Summary – Jan 2013 to Oct 2013
3. City Council Regular Meeting Draft Minute Excerpt – 01-28-14

MUD #: N/A

APPROVALS

Submitted by:

John Maresh

John Maresh
Assistant City Manager

Reviewed by:

- Finance Director *gf*
 Assistant City Manager
 City Attorney
 City Engineer
 (Other)

Approved for Submittal to City Council:

Robert Gracia

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been placed on the Agenda to offer City Council the opportunity to consider the Proposal for Engineering Services for Providing Construction Project Representation Services (Proposal) for 2014. The Proposal was initially presented to the Professional Services/Engineering Project Review Committee (Committee) on November 21, 2013. The Committee took action recommending the Proposal be placed on the next City Council Workshop Agenda to allow for further discussion. Subsequently, the Proposal was discussed at the City Council Workshop on January 28, 2014. The consensus of City Council members present was to place the Proposal onto an upcoming Agenda for additional discussion due to the unforeseen absence of two members.

City Council has annually approved the Proposal from Jones & Carter, Inc., since its inception in 2009 as a means to provide consistent construction project oversight and to control the overall construction management costs for Capital Projects. The contracted inspection services have worked out well for the City during the past five (5) years and the inspectors have been able to monitor and observe numerous construction projects simultaneously. The inspectors are able to communicate with the City's Project Director on a daily basis. Jones & Carter, Inc., has a full-service construction phase department with adequate resources to manage multiple project inspections. They also have a sufficient number of inspectors that are familiar with the City of Rosenberg construction standards and are able to provide coverage when inspectors are unavailable due to vacations, illness or training. The current program also provides the greatest amount of flexibility to the City when the number of Capital Projects increases or decreases, as the City only pays for the actual hours of inspection time required.

Prior to the City's engagement of contracted inspection services with Jones & Carter, Inc., the engineering

firm responsible for a specific project design and construction also provided the inspection services which were limited to only that project. With multiple projects underway simultaneously, the City was paying for multiple inspectors and this was not cost effective. In some cases, the City hired an engineering firm to design a project, but the firm did not offer construction phase/inspection services so the City had to hire another firm to provide the required services. In other instances, third party inspectors were not familiar with the City of Rosenberg construction standards resulting in construction delays, incorrect interpretations of the standards, or the already limited City staff members having to expend time and effort to review construction phase work.

The inspection service fees for calendar year 2013 (January 01, 2013 - September 30, 2013) are approximately \$35,064.05 according to the spreadsheet included with this item. A dollar amount equal to 2.5% of each Capital Project construction contract is appropriated for the inspection services. Projects scheduled for FY 2014 include: Community Development Block Grant (CDBG) Phase IX North Side Sanitary Sewer Replacement, Bamore Road Phase III, Airport Avenue Phase 1 Expansion, Dry Creek Phase 1 Improvements, CenterPoint Lateral Drainage Phase III Improvements and Bamore Road Phase IV.

No changes have been made to the proposed Agreement for calendar year 2014. The Proposal for said services is attached as Exhibit "A" to Resolution No. R-1731.

Staff recommends approval of Resolution No. R-1731, authorizing the City Manager to execute a Professional Services Agreement with Jones and Carter, Inc., for 2014 construction project representation/inspection services.

RESOLUTION NO. R-1731

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN ENGINEERING SERVICES AGREEMENT FOR CONSTRUCTION PROJECT REPRESENTATION/INSPECTION SERVICES, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND JONES AND CARTER, INC., IN AN AMOUNT UP TO \$100,000.00.

* * * * *

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

Section 1. The City Manager is hereby authorized to execute an Engineering Services Agreement (Agreement) for construction project representation/inspection services, by and between the City of Rosenberg, Texas, and Jones and Carter, Inc., in an amount up to \$100,000.00. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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



6415 Reading Road
Rosenberg, Texas 77471-5655

TEL 281 342 2033
FAX 281 232 9909

ROSENBERG	AUSTIN
SAN ANTONIO	DALLAS
THE WOODLANDS	HOUSTON
BRYAN/COLLEGE STATION	BRENNHAM

November 11, 2013

Texas Board of Professional Engineers Registration No. F-439

Mr. John Maresh
Assistant City Manager
City of Rosenberg
Post Office Box 32
Rosenberg, Texas 77471

Re: Proposal for Engineering Services
2014 Construction Project Representation

Dear Mr. Maresh:

Jones & Carter, Inc., (the "Engineer") is pleased to present our proposal for engineering services for providing Construction Project Representation Services for 2014. We have provided these services to the City of Rosenberg (the "City") on several Capital Improvements Plan projects and other construction projects in 2009, 2010, 2011, 2012, and 2013. By continuing to provide these services in 2014, the City will continue to maintain consistent and cost-efficient Field Project Representation and Construction Contract Administration Services.

As the Engineer, we would provide the City with a primary Field Project Representative for the construction phase of all Capital Improvements Projects and for any other construction projects where the City desired to have our service. The Field Project Representative will make daily visits to all construction sites to observe the work in progress. These site visits would be extended as necessary for major construction items such as concrete pours, testing, and other significant construction events. The Field Project Representative will not be a substitute for the Design Engineer, who should remain in position during the project for the processing of design issues or conflicts, review of shop drawings, approval and recommendation of all payments, and general acceptance of the project. The Field Project Representative will verify that the work has been completed and will participate in the Final Inspection and final project acceptance.

If requested by the City, the Engineer will provide Construction Contract Administration Services. This would include assisting the City in securing bids, recommending the award of construction contracts to contractors, preparing construction contract documents, review of shop drawings, tracking and recommending approval of payments to contractors, and assisting the City with final project acceptance. The Design Engineer should still be retained to respond to design issues or conflicts, but Jones & Carter would provide all other Construction Contract Administration Services to the City.

The fee for the above services for the year 2014 is estimated to be \$100,000. The method of billing and payment for these services will be on the basis of Hourly Services as described in the attached Professional Services Agreement with the City. Additional Reimbursable Expenses would be as identified in the attached Professional Services Agreement.

At this time, we estimate an average of 20 hours per week of services to the City under this Agreement. In 2009, the services provided averaged 21.2 hours per week. During 2010, the services provided averaged 20.9 hours per week. During 2011, the services provided averaged 26.6 hours per week.

Mr. John Maresh
Page 2
November 11, 2013

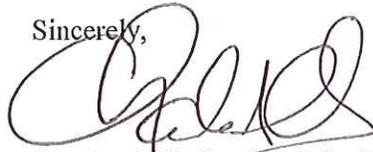
During 2012, the services provided averaged 18.0 hours per week. During 2013, the services provided to date have averaged 11.3 hours per week. Obviously, there may be some weeks where there will not be any time charged to the City. On some weeks, multiple projects underway with significant construction events at the same time may demand more than the 20 hours per week. If necessary, we will provide additional personnel during those busy times in order that the City's interests can be adequately protected.

We will monitor the fees during the year to alert the City should we begin to approach the \$100,000 budget prior to the end of the year. This will allow the City to make any budgetary adjustments as may be necessary.

We will continue to provide the Field Project Representation needed by the City for the public infrastructure items in the development projects within the City and the City's Extraterritorial Jurisdiction. The charges for these services will continue to be invoiced separately so that the City can allocate the costs appropriately to the infrastructure permit fees collected.

We appreciate the opportunity to provide our services to the City of Rosenberg and look forward to continuing to work with the City of Rosenberg. Please do not hesitate to call should you have any questions.

Sincerely,



Charles A. Kalkomey, P.E., RPLS
Vice President
Rosenberg Office Manager

CAK/mon
E:\Engineering\Proposals\Maresh Project Rep_2014.doc
Enclosures

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF ROSENBERG, TEXAS
and
JONES & CARTER, INC.

CITY OF ROSENBERG, TEXAS, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services (the "work") that the CLIENT may request in connection with providing CONSTRUCTION PROJECT REPRESENTATION services for Capital Improvements Plan projects. All work shall be in accordance with the conditions of this Agreement.

- I. SERVICES: ENGINEER agrees to perform the professional services as requested by the CLIENT in accordance with the conditions of this Agreement.
- II. COMPENSATION: Compensation will be based on one or both of the methods defined as follows:
 - A. HOURLY SERVICES: Unless stated otherwise in the letter proposal, compensation will be on the basis of ENGINEER'S current hourly rates, plus Reimbursable Expenses, both defined as follows:
 1. Hourly Rates: Charges for hourly services will be made in accordance with the attached SCHEDULE OF HOURLY RATES. Hourly rates are subject to annual revision in January of each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic SCHEDULE OF HOURLY RATES.
 2. Reimbursable Expenses: Expenses shall include transportation and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site, cost of ENGINEER'S field office if required, reproduction, computer services, subcontracts, surveying expenses, and similar items. Reimbursable expenses are subject to annual revision in January of each year that this Agreement is in force. Such expenses shall be reimbursed in accordance with the attached SCHEDULE OF REIMBURSABLE EXPENSES.
 - B. LUMP SUM: CLIENT and ENGINEER may agree in a letter proposal or proposals that services will be compensated on a lump sum basis. If so, a description of services and lump sum fee will be included in the letter proposal. The ENGINEER will submit monthly statements based on the ENGINEER'S estimate of the total services performed at the time of the billing.
- III. PAYMENTS: Engineer will invoice CLIENT monthly for amounts currently due under each proposal letter. CLIENT agrees to promptly pay ENGINEER at his office in Fort Bend County, Texas, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

- IV. COST ESTIMATES: Cost Estimates prepared by the ENGINEER represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- V. INSURANCE: ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement.
- VI. LIABILITY LIMITATION: The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in his preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances and conditions.
- VII. TERMINATION
- A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
- B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II with respect to amounts due on work completed through the date of termination.
- VIII. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

IX. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

A. All letter proposals describing scope of work and method of compensation shall become part of the agreement.

B. The amount of any excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as determined above.

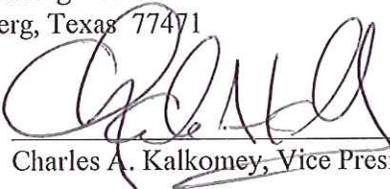
X. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.

XI. This Agreement shall be governed by the laws of the State of Texas. Executed and effective this _____ day of _____, 2013.

CITY OF ROSENBERG, TEXAS
2210 Fourth Street
Rosenberg, Texas 77471

JONES & CARTER, INC.
6415 Reading Road
Rosenberg, Texas 77471

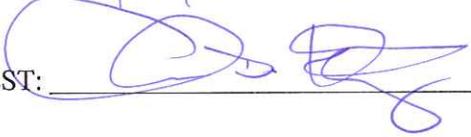
BY: _____
Robert Gracia, City Manager

BY: 
Charles A. Kalkomey, Vice President

DATE: _____

DATE: 11/11/13

ATTEST: _____

ATTEST: 

**CITY OF ROSENBERG
STANDARD RATE SCHEDULE
ENGINEERING AND SURVEYING SERVICES**
Effective January 2012
Subject to Annual Review in January 2013

<u>Engineering/Surveying Services</u>	<u>Rate</u>
Senior Project Engineer	125.00
Engineer IV	95.00
Engineer III	85.00
Engineer II	80.00
Engineer I.....	75.00
Registered Professional Land Surveyor.....	100.00
Cad Operator IV.....	55.00
Cad Operator III.....	50.00
Cad Operator II	45.00
Cad Operator I.....	40.00
Clerical	40.00
Surveying Technician I.....	60.00
Field Representative.....	75.00
Field Crew.....	135.00
GPS Unit (day).....	400.00

Hourly rates include all charges for materials, equipment and labor within the scope of ordinary work. Additional costs in connection with special requirements will be specified prior to the commencement of work.

Purchased Services

All purchased services are invoiced at actual cost plus ten percent (10%) for handling. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment and direct expendable supplies.

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2013

Subject to Annual Revision in January 2014

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½" x 11" (single-sided)	\$0.05/page	\$.50/page
8½" x 11" (double-sided)	\$0.15/page	\$ 1.00/page
8½" x 14"	\$0.15/page	\$.75/page
11" x 17"	\$0.20/page	\$ 1.00/page
 <u>Large Document Prints/Plots</u>		
	<u>Black & White</u>	<u>Color</u>
Translucent Bond	\$0.20/sq ft	\$ 4.00/sq ft
Color Bond	\$0.30/sq ft	\$ 5.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 8.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A
 <u>Aerial Backgrounds</u>		
All sizes	\$5.00/sheet (plus above sq. ft. cost)	

2. Facsimiles sent: \$1.00/each
3. Transportation (mileage): \$0.50/mile
4. Audio/Video Conferencing
 - a. Audio Conferencing \$0.15/minute/person
 - b. Video Conferencing \$0.50/minute/person
 - c. Audio/Video Conferencing \$0.65/minute/person
5. Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge
6. Surveying Expenses
 - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Actual cost plus 10%
 - c. Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10%

Jones & Carter Inc
2013 Construction Phase Management Services for CIP Projects
Contract Inspections for services - Jan 2013 to Sept 2013

<u>PROJECT</u>	<u>2013 EXPENSES</u>
Bamore Road	\$ 6,422.70
Blume Road	1,732.60
CDBG Phase VIII	765.00
Center Point Lateral	5,775.00
Fire Station No. 3	9,305.00
Animal Control	4,068.75
Seatex Drainage	2,300.00
WP# 3 Generator	4,695.00
TOTAL:	\$ 35,064.05

3. **REVIEW AND DISCUSS PROPOSAL FOR ENGINEERING SERVICES FOR PROVIDING CONSTRUCTION PROJECT REPRESENTATION SERVICES FOR 2014, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Session: This item has been placed on the Workshop Agenda to offer City Council the opportunity to discuss the Proposal for Engineering Services for Providing Construction Project Representation Services for 2014. The Proposal was initially presented to the Professional Services/Engineering Project Review Committee (Committee) on November 21, 2013. The Committee took action recommending the Proposal be placed on the next City Council Workshop Agenda to allow for further discussion. A copy of the Proposal was included in the agenda packet for review.

City Council has annually approved the Proposal from Jones & Carter, Inc., since its inception in 2009 as a means to provide consistent construction project oversight and to control the overall construction management costs for Capital Projects. The contracted inspection services have worked out well for the City during the past five (5) years and the inspectors have been able to monitor and observe numerous construction projects simultaneously. The inspectors are able to communicate with the City's Project Director on a daily basis. Jones & Carter, Inc., has a full-service construction phase department with adequate resources to manage multiple project inspections. They also have a sufficient number of inspectors that are familiar with the City of Rosenberg construction standards and are able to provide coverage when inspectors are unavailable due to vacations, illness or training. The current program also provides the greatest amount of flexibility to the City when the number of Capital Projects increases or decreases, as the City only pays for the actual hours of inspection time required.

Prior to the City's engagement of contracted inspection services with Jones & Carter, Inc., the engineering firm responsible for a specific project design and construction also provided the inspection services which were limited to only that project. With multiple projects underway simultaneously, the City was paying for multiple inspectors and this was not cost effective. In some cases, the City hired an engineering firm to design a project, but the firm did not offer construction phase/inspection services so the City had to hire another firm to provide the required services. In other instances, third party inspectors were not familiar with the City of Rosenberg construction standards resulting in construction delays, incorrect interpretations of the standards, or the already limited City staff members having to expend time and effort to review construction phase work.

Should City Council direct staff to move forward, this Proposal will be placed on a future Agenda for final consideration.

Key discussion points:

- John Maresh, Assistant City Manager explained the executive summary as stated above.
- Councilor McConathy asked when the City had previously reviewed the companies that provide the services that Jones and Carter currently does for the City. John Maresh answered the Professional Services Committee has not reviewed other companies specifically for construction work.
- Councilor McConathy said the City reviews the various engineering firm's services from time to time to see if the City wants to hire or allow other companies to present to the City for the possibility of changing out those services. I know that one of the Council Members leading this charge is not here tonight, so I might suggest we review this item again when both Councilors Pena and Grigar are present. According to the notes from the Professional Services Committee, it is just a general lengthy discussion, so we don't know the details of what was discussed and what was motivating this to come before Council tonight.
- Councilor Benton stated he is a member of the Professional Services Committee, and he missed the meeting where this was discussed. Councilor Benton stated he would also like to put this item back on the agenda when Councilors Pena and Grigar return.
- Councilor Bolf also agreed and would like to hear what Councilors Pena and Grigar's opinions are.
- Councilor Euton asked if the City ever had an in-house City Engineer person to do this job rather than outsourcing. She asked why the City does it this way. John Maresh answered that the number of the projects fluctuate and it doesn't justify having a lot of inspectors when many multiple projects are going on at one time.
- Councilor Benton asked if someone on the payroll could do other types of inspecting. John Maresh stated this is a different type of inspection. The issue is when you have multiple projects going on Jones and Carter will have two or three inspectors here at the same time. During the busy time, they can be multiple places at one time.

- Robert Gracia stated that with Jones and Carter handling multiple projects at one time is less costly, more feasible and efficient to outsource than hiring one person in-house, who could not handle the workload and would not have the variety of expertise.
- Mayor Morales asked Charles Kalkomey about the merge over the years with his former firm. Charles Kalkomey answered they have always had inspectors. We may have three people inspecting at one time, this is not an 8 to 5 job, some of the work starts at four o'clock in the morning, some of it goes all night long and there are various demands they have to meet. In our whole construction division, we have the staff to easily put people into place to protect the City's interests.
- Councilor McConathy stated that Charles Kalkomey has cross trained his personnel after he retires.
- Mayor Morales stated this item will be brought back when Councilors Pena and Grigar are present.

5. **REVIEW AND DISCUSS PROPOSED AMENDMENTS TO THE "SOLICITATION" ORDINANCE, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: A request was made to review the City's current ordinances to address the practice of panhandling. Staff has reviewed the "Solicitation" Ordinance and applicable law and has developed several proposed changes to the existing Ordinance.

This Agenda item will provide an opportunity for City Council to discuss the Ordinance regulating itinerant vendors, solicitors and peddlers and make recommendations to staff.

ITEM 7

Consider motion to adjourn for Executive Session.

ITEM 8

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

ITEM 9

Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.



CITY COUNCIL COMMUNICATION

February 04, 2014

ITEM #	ITEM TITLE
10	Summer Park Property Owners' Association Assessment Fees
ITEM/MOTION	
Review and discuss Summer Park Property Owners' Association assessment fees, and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

- 1. None

MUD #: 144 (Summer Lakes/Waterford Park)

APPROVALS

Submitted by:

Lora Lenzsch/rlm

Lora Lenzsch
City Attorney

Travis Tanner

Travis Tanner, AICP
Planning Director

Reviewed by:

- Finance Director
- City Attorney
- City Engineer
- Assistant City Manager
- (Other)

Approved for Submittal to City Council:

Robert Gracia

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This Agenda item has been included to allow City Council to take action following Executive Session if deemed necessary.

ITEM 11

Announcements.

ITEM 12

Adjournment.