

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, March 17, 2015

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. (Reverend Jose Linares, Lion of Judah International, Rosenberg)

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 Workshop Meeting Minutes for February 24, 2015, and Regular Meeting Minutes for March 03, 2015. (Linda Cernosek, City Secretary)
 - B. Consideration of and action on Resolution No. R-1937, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 147, regarding participation in the storm water management program. (John Maresh, Assistant City Manager of Public Services)
 - C. Consideration of and action on Resolution No. R-1938, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 159 regarding participation in the storm water management program. (John Maresh, Assistant City Manager of Public Services)
 - D. Consideration of and action on Resolution No. R-1939, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 167 regarding participation in the storm water management program. (John Maresh, Assistant City Manager of Public Services)

- E. Consideration of and action on Resolution No. R-1944, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 144 regarding participation in the storm water management program. (John Maresh, Assistant City Manager of Public Services)
- F. Consideration of and action on Resolution No. R-1941, a Resolution in support of Texas House Bill No. 658 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County. (Randall Malik, Economic Development Director)
- G. Consideration of and action on a Short Form Final Plat of Brazos Plaza Partial Replat No. 2, a subdivision of 2.5532 acres of land out of the Robert E. Handy Survey, Abstract Number 187 City of Rosenberg, Fort Bend County, Texas being a replat of Restricted Reserve "C" Brazos Plaza Slide No. 20070179 P.R.F.B.C. & being a replat of Restricted Reserve "F" Brazos Plaza Partial Replat No. 1 Slide No. 20110039 P.R.F.B.C.; 1 reserve, 1 block. (Travis Tanner, Executive Director of Community Development)
- H. Consideration of and action on a Final Plat of Summer Lakes Section Seven, being a subdivision of 23.85 acres out of the W.M. Lusk Survey, A-276, in the City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 144); 53 lots, 5 blocks, 10 reserves (7.2560 acres). (Travis Tanner, Executive Director of Community Development)
- I. Consideration of and action on an Amending Plat of Bridlewood Estates Section 4 Partial Replat No. 1; 2 lots, 0 blocks, 0 reserves being 2.01 acres in the Joseph Kuykendall League, Abstract 49, City of Rosenberg, Fort Bend County, Texas, being a replat of Lots 10 & 11, Block 1, Bridlewood Estates Section 4. (Travis Tanner, Executive Director of Community Development)
- J. Consideration of and action on Resolution No. R-1928, a Resolution authorizing the Rosenberg Police Department's submission of an application for the Victims of Crime Act (VOCA) Formula Grant for the position of Crime Victim Liaison, and authorizing the City Manager to execute all necessary documentation regarding same. (Dallis Warren, Police Chief)
- K. Consideration of and action on Resolution No. R-1929, a Resolution authorizing the Rosenberg Police Department's submission of an application for the Edward Byrne Memorial Justice Assistance Grant for the position of Special Crimes Detective, and authorizing City Manager to execute any and all necessary documentation regarding same. (Dallis Warren, Police Chief)
- L. Consideration of and action on Resolution No. R-1930, a Resolution authorizing the Rosenberg Police Department's submission of an application for the Edward Byrne Memorial Justice Assistance Grant for the position of Crime Analyst, and authorizing the City Manager to execute any and all documentation regarding same. (Dallis Warren, Police Chief)

REGULAR AGENDA

- 2. Review and discuss a presentation regarding a proposed Eagle Scout Project to refurbish benches at Community Park, and take action as necessary. (Darren McCarthy, Parks and Recreation Director)
- 3. Consideration of and action on Resolution No. R-1942, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Agreement, by and between the City and the Rosenberg Roughnecks Youth Football, for the use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park. (Darren McCarthy, Parks and Recreation Director)
- 4. Consideration of and action on Resolution No. R-1936, a Resolution authorizing the City Manager to execute and submit an application to the Community Development Block Grant Fund for North Rosenberg Water Distribution Improvements - Phase III for approximately \$300,000.00. (John Maresh, Assistant City Manager of Public Services)
- 5. Consideration of and action on a first reading of Ordinance 2015-10, an Ordinance granting to SiEnergy, L.P., a franchise to furnish and supply gas to the general public in the City of Rosenberg, Fort Bend County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said Municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; requiring compliance with all regulatory ordinances of the City; and providing for all other provisions related to the subject matter hereof. (John Maresh, Assistant City Manager of Public Services)

6. Consideration of and action on Resolution No. R-1940, a Resolution authorizing the City Engineer to execute, for and on behalf of the City, the Annual Report for the City of Rosenberg's Storm Water Management Plan under TPDES General Permit No. TXR040272 to regulate storm water discharges for Small Municipal Separate Sewer Systems (MS4) under TPDES Phase II MS4 General Permit (TXR040272). (Charles Kalkomey, City Engineer)
7. Consideration of and action on Resolution No. R-1943, a Resolution in support of a proposed senior housing development by Campanile at Seabourne Creek LP. (Travis Tanner, Executive Director of Community Development)
8. Hold Executive Session to consult with City Attorney on pending litigation regarding Texas Department of Transportation v. Rosenberg eminent domain proceedings 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. Announcements.
11. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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.

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. City Council Workshop Meeting Minutes – February 24, 2015**
- 2. Regular City Council Meeting Minutes – March 03, 2015**

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

On this the 27th day of February, 2015, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Workshop 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
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Barta	Councilor, District 4

STAFF PRESENT

Robert Gracia	City Manager
Scott M. Tschirhart	City Attorney
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager of Public Services
Jeff Trinker	Executive Director of Support Services
Joyce Vasut	Executive Director of Administrative Services
Travis Tanner	Executive Director of Community Development
Charles Kalkomey	City Engineer
Tonya Palmer	Building Official
Dallis Warren	Police Chief
Adam Vasquez	Police Officer
Tommy Havelka	Police Officer
Wade Goates	Fire Chief
Angela Fritz	Executive Director of Information Services
Kaye Supak	Executive Assistant

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

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

CALL TO ORDER.

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

AGENDA

- 1. REVIEW AND DISCUSS A PRESENTATION BY KENDIG KEAST COLLABORATIVE REGARDING AN INTERIM BRIEFING ON THE COMPREHENSIVE PLAN UPDATE PROJECT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: The Professional Services Agreement for the Comprehensive Plan (Project), approved under Resolution No. R-1787 on August 05, 2014, provides for an interim briefing to update City Council on the status of the Project. At this time, the Project is approximately at the midpoint of its overall completion, with drafts of Chapter 1, Planning Context, and Chapter 2, Transportation, having been completed. The Comprehensive Plan Advisory Committee (CPAC), consisting largely of Planning Commission members, was recently updated on the Project and provided their

feedback to the consultant, Kendig Keast Collaborative (KKC), on February 18, 2015. Christian Lentz of KKC will be providing the interim briefing to City Council.

Key discussion points:

- Travis Tanner, Executive Director of Community Development read the Executive Summary and introduced Christian Lentz.
- Christian Lentz of Kendig Keast Collaborative gave a presentation of the interim briefing on the Comprehensive Plan Update Project at its halfway point.
- Public Input was collected through multiple channels, and the following themes stood out regarding transportation requests:
 - Trail system that connects river to parks and other pedestrian walkways
 - Improve wayfinding and community branding
 - Curb appeal improvements
 - Walkability improvements in downtown area
 - Intersection improvements (example: Reading Road)
 - Need for public transit service
- Street network findings as a result of Public Input were as follows:
 - Traffic congestion (largely) confined to state/federal thoroughfares
 - Insufficient data to measure level of service
 - Street maintenance funding sufficient (FY2015 budget)
 - Access management standards can be enhanced (cross-access, shared access, driveway throat lengths)
 - Cul-de-sac standards can inhibit major thoroughfare connectivity
 - Opportunity to standardize traffic calming solutions
 - Streetscaping investments support traffic calming
- Major thoroughfare program strategies as a result of the study are as follows:
 - Amend city land development regulations to incorporate street standards consistent with the recommendations of the Major Thoroughfare Program.
 - Coordinate with adjacent local government jurisdictions and state agencies to amend route designations to be consistent with the recommendations of the Major Thoroughfare Program.
 - Calibrate major thoroughfare recommendations through sub-area traffic modeling.
- Next step (Chapter 3) of the program is Land Use and Character

Questions/Comments:

- **C:** This Comprehensive Plan will be a good guiding tool, and a lot of the recommendations should be adopted as we see future growth patterns take shape.
- **C:** We do need to keep an eye on urban versus suburban growth, and maintain some of our urban areas.
- **C:** A lot of the current subdivisions have narrow streets, lack of pedestrian walkways, and traffic congestion within the neighborhoods. We will look forward to guidance in these areas going forward.

2. REVIEW AND DISCUSS A PRESENTATION BY KILDAY OPERATING, LLC, REGARDING CAMPANILE AT SEABOURNE CREEK, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Les Kilday of Kilday Operating LLC has requested the opportunity to have a discussion with City Council regarding a proposed senior, multi-family development to be located off of Reese Road between I-69 and FM 2218. A vicinity map was included for reference. The property consists of approximately 9.8 acres for which 132 units are proposed.

As of the time of this report, only a preliminary site plan has been provided; a more detailed site plan would be required at a later time for staff to review. The proposal would meet the City requirement of having no more than fourteen (14) units per acre. However, it would not meet the multi-family parking requirement beginning at four (4) spaces per unit. The "Multi-Family" Ordinance does not distinguish between parking for standard and senior multi-family developments likely because, absent a development agreement, the City cannot restrict the age of residents within a development; therefore there would likely have to be a Planned Unit Development (PUD) agreement in place for the development to go forward. Such an agreement would require a

recommendation by the Planning Commission and approval by City Council. It should also be noted that the property falls within the boundaries of the West Fort Bend Management District (District) and therefore would be subject to the District's standards.

For projects of this nature, it is generally the practice of City staff to review preliminary plans and determine in the early stages if there are any potentially major obstacles to development. For this particular project, the developer has been notified in particular that they will be responsible for meeting drainage requirements, extending utilities to the site, and for providing a traffic impact analysis (TIA) to determine if the development warrants any off-site improvements.

In the future, the developer will be requesting a resolution of support for the project from City Council and requests feedback from Council at this time. The project was discussed with the Planning Commission on February 18, 2015. The Commission generally had no objections to the project under the conditions outlined by the developer. Commissioners directed City staff to bring the Development Agreement before the Commission when appropriate and to incorporate in the Agreement the specifications discussed by the developer. This would be a "tax credit" project through the Texas Department of Housing and Community Affairs, similar to Brazos Senior Villas located at 5801 Reading Road.

Key discussion points:

- Travis Tanner, Executive Director of Community Development read the Executive Summary, discussed the prospective impact of this community to the City, showed its relative location and introduced Les Kilday.
- Les Kilday of Kilday Operating LLC gave a presentation regarding Campanile at Seabourne Creek.
- Kilday currently owns Brazos Senior Villas on Reading Road, which has 80 units that have been at full capacity for over two (2) years. The development has a long waiting list, demonstrating the need for affordable senior housing in the area.
- Kilday proposes an independent-living community of 132 seniors-only (age 55+) apartment units comprised of two-story buildings (with elevators) and single-story villas with attached garages, with 1.7 parking spaces allocated per unit.
- Units will have walk-in showers, with some fully-or partially-accessible units.
- Treasury Department provides equity through tax credits, allowing them to provide lower rents. This is not a tax-exempt development.
- Council recommends making accommodations in this community in order to have access to the common areas on the weekends.
- Kilday is seeking a parking variance, since many seniors do not have vehicles. They are also requesting a Resolution of Support from the City as part of their agreement with the State.
- The general consensus was for Kilday Operating LLC and the Planning Commission to work together in order to move forward with the project.

3. REVIEW AND DISCUSS CITY NEWSLETTER, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Staff will present information for City Council consideration regarding printing/publication options and ballpark cost estimates as they relate to the reconfiguration of the City's printed newsletter.

Key discussion points:

- Angela Fritz, Executive Director Information Services read the Executive Summary and presented information for City Council consideration regarding printing/publication options and ballpark cost estimates as they relate to the reconfiguration of the City's printed newsletter.
- Prior to a hiatus of the newsletter for evaluation, the newsletters would go out in utility bills, saving on postage costs. This means that those residents of the newly annexed areas or apartment complexes may not receive utilities or a monthly bill from the City, so they would not receive a newsletter under the current plan.
- The purpose of the proposal is to expand distribution from just utility bill recipients to a direct mail piece, doubling distribution from 23% to 46% of the population, thereby increasing the audience of the newsletter.

- Two proposed publication types/frequencies:
 - Quarterly distribution of an 8 page piece reporting on key strategic initiative, projects, and other pertinent information 3 times per year
 - Annual distribution of a combined wall calendar/annual report piece 1 time per year
- Two print options and ballpark figures, with postage being the majority of the cost:
 - Tabloid Newsprint with Glossy Calendar – Ballpark cost \$54,000/year
 - Letter Glossy Print – Ballpark cost \$62,500/year
- After discussion, the general consensus was to try a quarterly, direct-mail newsletter on glossy paper, and to reevaluate upon feedback from the community.

4. **REVIEW AND DISCUSS PROPOSED ORDINANCE AMENDMENT REGARDING FENCING, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: This Agenda item has been included to allow for City Council discussion regarding fencing regulations and requirements. A draft Ordinance Amendment has been prepared for review and discussion.

Staff is seeking direction from City Council regarding the proposed Amendment.

Key discussion points:

- Scott Tschirhart, City Attorney presented an example of an Ordinance Amendment regarding fencing to generate discussion among and guidance from the Council.
- In the past, the Building Standards Board recommended that the Council not adopt a Property Maintenance Code, which is what used to dictate fence maintenance requirements. As a result, the City ended up without any kind of fencing standards.
- Councilors have received complaints from citizens, both from an aesthetic standpoint and a safety standpoint, with exposed nails and wires along walking paths.
- After discussion, the general consensus of Council was for Mr. Tschirhart to write an Ordinance Amendment with fewer restraints than the example presented. The main areas of concern are addressing dilapidated fences and giving residents a reasonable amount of time to repair or remove fences in disrepair, addressing vertical alignment (falling fences) separately if need be, and the Council prefers that no permits be required.

5. ***This item was pulled from the Agenda.***

REVIEW AND DISCUSS PROPOSED ORDINANCE AMENDMENT REGARDING JUNKED VEHICLES, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: A "Junked Vehicles" Ordinance has been prepared as requested by City Council at the January 27, 2015 Workshop Meeting.

Should City Council approve the Amendment, an Ordinance adopting revised regulations for junked vehicles will be presented for consideration on a future Agenda.

6. **ADJOURNMENT.**

There being no further business, the meeting adjourned at 8:23 p.m.

Linda Cernosek, TRMC, City Secretary

**CITY OF ROSENBERG
REGULAR COUNCIL MEETING MINUTES**

*****DRAFT*****

On this the 3rd day of March, 2015, 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
Cynthia McConathy	Councilor at Large, Position 2, Mayor Pro Tem
Jimmie J. Pena	Councilor, District 1
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Barta	Councilor, District 4

ABSENT

William Benton	Councilor at Large, Position 1
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STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager of Public Services
Scott Tschirhart	Attorney for the City
Joyce Vasut	Executive Director of Administrative Services
Charles Kalkomey	City Engineer
Dallis Warren	Police Chief
John Johnson	Police Sergeant
Michael Walden	Police Officer
Wade Goates	Fire Chief
Travis Tanner	Executive Director of Community Development
Randall Malik	Economic Development Director
Angela Fritz	Executive Director of Information Services
Kaye Supak	Executive Assistant
Angelia Hayes	Court Administrator
Janie Martinez	Court Clerk

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 Kevin K. Barber, Wellspring Church International, Richmond, gave the invocation and led the pledge of allegiance to the flag.

PRESENTATION OF CERTIFICATE OF RECOGNITION TO JANIE MARTINEZ FOR OBTAINING COURT CLERK LEVEL II CERTIFICATION FROM THE MUNICIPAL COURT CLERK CERTIFICATION PROGRAM.

Joyce Vasut, Executive Director of Administrative Services, presented a Certificate of Recognition to Janie Martinez for Obtaining Court Clerk Level II Certification from the Municipal Court Clerk Certification Program.

GENERAL COMMENTS FROM THE AUDIENCE.

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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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CONSENT AGENDA

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A. CONSIDERATION OF AND ACTION ON SPECIAL MEETING MINUTES FOR FEBRUARY 05, 2015, AND REGULAR MEETING MINUTES FOR FEBRUARY 17, 2015.

B. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-09, AN ORDINANCE GRANTING CONSENT TO FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 158 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2015, IN AN AMOUNT NOT TO EXCEED \$1,935,000.00.

Executive Summary: Ordinance No. 2015-09 grants the City's consent to Fort Bend Municipal Utility District 158 (MUD No. 158), to sell Unlimited Tax Bonds, Series 2015, in an amount not to exceed \$1,935,000. MUD No. 158 is located in the City's Extraterritorial Jurisdiction (ETJ), at the southwest corner of Reading Road and Benton Road. 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.

Following is a list of previous Unlimited Tax Bond Sales that have been previously approved by City Council:

- Ordinance No. 2007-35 – City Council approved the District's first sale on August 21, 2007, in the amount of \$1,460,000.
- Ordinance No. 2009-29 – City Council approved the District's second sale on August 18, 2009, in the amount of \$1,870,000.
- Ordinance No. 2011-16 – City Council approved the District's third sale on June 21, 2011, in the amount of \$1,400,000.
- Ordinance No. 2012-15 – City Council approved the District's fourth sale on April 17, 2012, in the amount \$1,600,000.
- Ordinance No. 2013-14 – City Council approved the District's fifth sale on February 19, 2013, in the amount of \$1,600,000.
- Ordinance No. 2014-16 – City Council approved the District's sixth sale on April 15, 2014, in the amount of \$1,650,000.

This will be the seventh bond sale for MUD No. 158. Submission documentation for this sale - the Official Statement/Notice of Sale, Texas Commission on Environmental Quality (TCEQ) submission documentation, minute excerpts, associated agreements, and previous bond

sale and related Ordinances are available for review in the City Secretary's Office.

Staff has reviewed the documentation and found it to be in compliance with applicable City Ordinances. Staff is recommending approval of Ordinance No. 2015-09 thus authorizing the bond issue to proceed.

C. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1931, A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF ROSENBERG IN THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL (TEXPOOL) ACCOUNT.**

Executive Summary: Staff is recommending that Maritza Salazar, previous Budget Analyst, be removed and John Maresh, Assistant City Manager of Public Services and Luis Garza, Accounting Supervisor be added to the list of authorized representatives for the City of Rosenberg Texas Local Government Investment Pool (TexPool) investment account. This action is necessary to authorize TexPool to issue a personal identification number to allow all authorized representatives to transact business with TexPool. The following is a list of authorized representatives:

- Robert Gracia, City Manager
- John Maresh, Assistant City Manager of Public Services
- Joyce Vasut, Executive Director of Administrative Services
- Luis Garza, Accounting Supervisor

Staff recommends approval of Resolution No. R-1931 as presented.

D. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1932, A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF ROSENBERG IN THE LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC).**

Executive Summary: Staff is recommending that Maritza Salazar, previous Budget Analyst, be removed and that John Maresh, Assistant City Manager of Public Services, and Luis Garza, Accounting Supervisor, be added to the list of authorized representatives for the City of Rosenberg Local Government Investment Cooperative (LOGIC) investment account. This action is necessary to authorize LOGIC to issue a personal identification number to allow authorized representatives to transact business with LOGIC. The following is a list of authorized representatives:

- Robert Gracia, City Manager
- John Maresh, Assistant City Manager of Public Services
- Joyce Vasut, Executive Director of Administrative Services
- Luis Garza, Accounting Supervisor

Staff recommends approval of Resolution No. R-1932 as presented.

E. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1933, A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF ROSENBERG IN THE LONE STAR INVESTMENT POOL.**

Executive Summary: Staff is recommending that Maritza Salazar, previous Budget Analyst, be removed and John Maresh, Assistant City Manager of Public Services and Luis Garza, Accounting Supervisor be added to the list of authorized representatives for the City of Rosenberg Lone Star Investment Pool (Lone Star) account. This action is necessary to authorize Lone Star to issue a personal identification number to allow authorized representatives to transact business with Lone Star. The following is a list of authorized representatives:

- Robert Gracia, City Manager
- John Maresh, Assistant City Manager of Public Services
- Joyce Vasut, Executive Director of Administrative Services
- Luis Garza, Accounting Supervisor

Staff recommends approval of Resolution No. R-1933 as presented.

F. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1934, A RESOLUTION AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF ROSENBERG IN THE TEXAS CLASS INVESTMENT POOL.**

Executive Summary: Staff is recommending that Maritza Salazar, previous Budget Analyst, be removed and John Maresh, Assistant City Manager of Public Services and Luis Garza, Accounting Supervisor be added to the list of authorized representatives for the City of Rosenberg Texas Class investment account. This action is necessary to authorize Texas Class to issue a personal identification number to allow authorized representatives to transact business with Texas Class. The following is a list of authorized representatives:

- Robert Gracia, City Manager
- John Maresh, Assistant City Manager of Public Services
- Joyce Vasut, Executive Director of Administrative Services
- Luis Garza, Accounting Supervisor

Staff recommends approval of Resolution No. R-1934 as presented.

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

REGULAR AGENDA

2A. ***This Item was originally Agenda Item No. 7.***
HOLD EXECUTIVE SESSION:

- (a) TO DELIBERATE THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE; AND,
- (b) TO CONSULT WITH CITY ATTORNEY TO SEEK LEGAL ADVICE REGARDING CONTRACT FOR HIRING FIRM PURSUANT TO SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE; AND,
- (c) TO CONSULT WITH CITY ATTORNEY ON CONTEMPLATED LITIGATION REGARDING TEXAS DEPARTMENT OF TRANSPORTATION V. ROSENBERG EMINENT DOMAIN PROCEEDINGS PURSUANT TO SECTION 551.071(1) OF THE TEXAS GOVERNMENT CODE.

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

An Executive Session was held to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, to consult with City Attorney to seek legal advice regarding contract for hiring firm pursuant to Section 551.071(2) of the Texas Government Code; and, to consult with City Attorney on contemplated litigation regarding Texas Department of Transportation v. Rosenberg eminent domain proceedings pursuant to Section 551.071(1) of the Texas Government Code.

2B. ***This Item was originally Agenda Item No. 8.***
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 8:03 p.m.

2C. ***This Item was originally Agenda Item No. 5.***
CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-08, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 29-50 OF DIVISION 1 OF ARTICLE II OF CHAPTER 29 THEREOF, ESTABLISHING RATES AND CHARGES FOR WATER SERVICE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

Executive Summary: At the City Council Meeting on February 03, 2015, staff presented Amendment No. 1 to the Water Supply Agreement with Brazosport Water Authority (BWA) to acquire an additional 2.7 million gallons of water per day and place the City in a position to satisfy the Fort

Bend Subsidence District's (District) mandate for the 60% reduction in groundwater withdrawal, effective 2025. Staff also presented the cost to the City regarding the amended Agreement, as well as the anticipated cash flows. As part of that presentation, staff recommended increasing the subsidence fee July 01, 2015, and again in January 01, 2016, to meet the cost of the BWA Agreement and the cost to provide the necessary internal capital projects. The recommended rate for July 01, 2015, is to increase the rate from \$1.40 per 1,000 gallons to \$1.80 per 1,000 gallons. A second rate adjustment is recommended for January 01, 2016, to increase the rate to \$2.20 per 1,000 gallons. These proposed rate adjustments will also bring the City of Rosenberg more closely in alignment with fees being charged by similar entities to meet the District's unfunded mandate. As the internal capital projects near completion, the subsidence fees will again have to be assessed and may require additional adjustments.

Staff recommends approval of Ordinance No. 2015-08 effective July 01, 2015, and January 01, 2016, to increase the subsidence fee as a financial means to cover the operational and capital costs to meet the District's unfunded groundwater withdrawal reduction mandates and the requirements of the BWA Agreement.

Speaker:

- **Kathy Hynson, 1200 Brazos Street, Rosenberg, Texas** addressed the Council regarding this item, stating that the City should come up with an exact price for water charges under the Brazosport Water Authority program, rather than an estimate.
- She also stated that the fence at Sunset Park needs to be repaired, and recommended that Council should declare an emergency in order to amend the budget for improvements to the Rosenberg Business Park or any other budget amendments.

Key discussion points:

- Joyce Vasut, Executive Director of Administrative Services read the Executive Summary and reviewed the presentation that was given at the Regular City Council Meeting on February 3, 2015.
- She emphasized that this is an unfunded District mandate, and that the increased utility fee will only cover a portion of the cost. The Subsidence Fund will pay for some of the cost, and debt will be issued for the remainder.
- There are a lot of moving parts in these estimates, so it is difficult to pinpoint exactly how much water will be used. The numbers used for the current projection are based on present-day consumption rates. These rates are subject to change as more people continue moving into Rosenberg and using water utilities, thus spreading out the cost.
- Mayor Morales requested that Staff work with the *Fort Bend Herald* newspaper to put the costs in laymen's terms in order to effectively communicate the program to the citizens.
- It has always been the Council's recommendation to increase the water cost gradually over the years, rather than put the burden on the citizens in lump sum, decreasing severity of the impact.
- There is a future revenue-generating capacity to this project once fully executed by selling water to surrounding areas, and the rates can be cut at that time.
- The average citizen uses approximately 7,000 gallons per month, equating to \$2.80 under the current structure.
- Citizens may view the presentation in the video archive, as part of the Agenda Packet for the February 3rd Regular Council Meeting, and it will be made available on the Subsidence Planning portion of the homepage as well.

Action: Councilor McConathy made a motion, seconded by Councilor Euton to approve Ordinance No. 2015-08, an Ordinance amending the Code of Ordinances by amending Section 29-50 of Division 1 of Article II of Chapter 29 thereof, establishing rates and charges for water services; providing an effective date; providing a penalty in an amount not to exceed \$2,000 for violation of any provision hereof; and providing for severability. The motion carried by a unanimous vote of those present.

Mayor Morales left the meeting. Councilor McConathy proceeded as Mayor Pro Tem.

2. **REVIEW AND DISCUSS AN INDEPENDENT ANALYSIS REPORT OF CONTACT DATA COLLECTED BY THE POLICE DEPARTMENT FOR CALENDAR YEAR 2014, AND TAKE ACTION AS NECESSARY.**

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 has been made 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.

Key discussion points:

- Dallis Warren, Police Chief read the Executive Summary and introduced Dr. Alex del Carmen to go over the report and provide additional information.
- This report has been generated for the past twelve (12) years in order to help ensure that the Rosenberg Police Department is in compliance with Texas Law regarding racial profiling.
- In 2014, the Rosenberg Police Department received no racial profiling complaints.
- The data collected shows that the traffic stops, searches, and arrests were well aligned with the demographics of the City.
- The City of Rosenberg is very proactive in their data analysis of searches and always rises above the National Standard.
- The following recommendations were made, as they have been made and adhered to in years past:
 - Collect and analyze data on searches.
 - Provide advanced training on racial profiling to all officers.
 - Foster partnerships with organizations representing minority interests.
 - Commission quarterly data audits in order to determine the validity and reliability of data collected/reported in 2015.
- No action was taken on the item.

3. **CONSIDERATION OF AND ACTION ON COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014.**

Executive Summary: Patillo, Brown & Hill, LLP, has completed the audit of the City of Rosenberg's financial statements for the fiscal year ended September 30, 2014. The City has received an unmodified opinion on the financial statements, which indicates the City has presented its financial statements in conformity with Generally Accepted Accounting Principles (GAAP). An unmodified opinion assures that the financial statements are free of material misstatement based upon examination of the supporting documents and disclosures of the figures contained in the City's financial statements.

The Comprehensive Annual Financial Report (CAFR) for 2014 was reviewed at the Finance/Audit Committee Meeting (Committee) on February 17, 2015, and the Committee recommended acceptance of the CAFR. Draft minutes for the Committee's recommendation were not yet available at the time this Agenda packet went to print. A letter required by Statement on Accounting Standards No. 114 was presented by the auditors and distributed with the CAFR.

John Manning, with Patillo, Brown and Hill, LLP, will present the Comprehensive Annual Financial Report for 2014, and some of the key financial highlights of the report.

Staff recommends the acceptance of the FY2014 CAFR.

Key discussion points:

- Joyce Vasut read the Executive Summary.
- Nicole Bradshaw, Patillo, Brown & Hill, LLP, gave a presentation of the Comprehensive Annual Financial (CAFR) Report for 2014.
- There are no significant weaknesses, deficiencies or variances to report regarding internal

controls or compliance with laws and regulations.

- This City of Rosenberg has been awarded with a Certificate of Achievement for Excellence in Financial Reporting for twenty-seven (27) consecutive years.

Action: Councilor Euton made a motion, seconded by Councilor Barta to accept the Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2014. The motion carried by a unanimous vote of those present.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1935, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 15-09, IN THE AMOUNT OF \$1,588,430 FOR IMPROVEMENTS TO THE ROSENBERG BUSINESS PARK, UPSIZING OF A WATERLINE ALONG SH36 NORTH, WATERLINE IMPROVEMENTS ALONG AVENUE H AND AVENUE I, AND WATER WELL MAINTENANCE.**

Executive Summary: Budget Amendment 15-09, in the amount of \$1,588,430, will allocate funds for the following:

1. Increase the Rosenberg Business Park budget by \$260,000 with funding provided by the General Fund (\$130,000) and the Rosenberg Development Corporation (\$130,000), both of which will be funded from unreserved fund balance.
2. Allocate funding in the amount of \$20,430 to upsize an 8-inch waterline installation planned by the developer along SH 36 North to a 12-inch waterline.
3. Allocate \$1,000,000 from the 2007 Fort Bend County Mobility Funds to the waterline improvement project along Avenue H and Avenue I.
4. Increase equipment repair and maintenance by \$48,000 for a water well repair.

Budget Amendment 15-09 is included as Exhibit "A" to Resolution No. R-1935. Staff recommends approval of Resolution No. R-1935 as presented.

Key discussion points:

- Joyce Vasut read the Executive Summary and explained, upon being asked, that the City policy and charter says that the City Manager can amend budgets within a department, but we go beyond by bringing these amendments to Council.

Action: Councilor Euton made a motion, seconded by Councilor Barta to approve Resolution No. R-1935, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-09, in the amount of \$1,588,430 for improvements to the Rosenberg Business Park, upsizing of a waterline along SH36 North, waterline improvements along Avenue H and Avenue I, and water well maintenance. The motion carried by a unanimous vote of those present.

5. ***This Item was moved to the beginning of the meeting as Agenda Item 2C.***

CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-08, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 29-50 OF DIVISION 1 OF ARTICLE II OF CHAPTER 29 THEREOF, ESTABLISHING RATES AND CHARGES FOR WATER SERVICE; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1872, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A TAX ABATEMENT AGREEMENT, BY AND BETWEEN THE CITY AND MARQUEZ ENTERPRISES, L.L.C.**

Executive Summary: On November 11, 2014, the City Council approved Ordinance No. 2014-43 which created Reinvestment Zone No. 18 in the City of Rosenberg. Marquez Enterprises, L.L.C., also known as Superior Tank Company, located at 1700 Bamore Road currently operates a business at the existing facility of 8,000 sq. ft. within Reinvestment Zone No. 18. The potential facility expansion will increase the facility to 54,000 sq. ft. on 6.49 acres. As a result of the expansion, total employment would increase from 18 to 100 over a five year period with an average salary of \$40,000 per year.

<u>Years</u>	<u>% of Abatement</u>	<u>City Property Taxes Generated</u>	<u>Total Amount of Abatement (\$0.49 Rate)</u>	<u>Total Amount to City (Less Tax Abatement)</u>	<u>Current Property Tax Value to the City</u>
1	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
2	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
3	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
4	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
5	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
6	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
7	50%	\$14,553	\$3,920	\$10,633	\$2,568.78
Total		\$101,871	\$27,440	\$74,431	\$17,981.46

At the end of the seven (7) year period, Marquez Enterprises, L.L.C. (Superior Tank) would be taxed at one hundred percent (100%).

Should City Council approve the Tax Abatement Agreement, Marquez Enterprises, L.L.C. (Superior Tank) will complete the improvements and begin operations by no later than December 31, 2016. Resolution No. R-1872 will authorize the City Manager to execute the associated Tax Abatement Agreement, attached to Resolution No. R-1872 as Exhibit "A" and provided under separate cover for review. Staff recommends approval of Resolution No. R-1872 as presented.

Key discussion points: Randall Malik, Economic Development Director read Executive Summary and gave an overview of the item.

Action: Councilor Euton made a motion, seconded by Councilor Grigar to approve Resolution No. R-1872, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Tax Abatement Agreement, by and between the City and Marquez Enterprises, L.L.C. The motion carried by a unanimous vote of those present.

7. *This Item was moved to the beginning of the meeting as Agenda Item 2A.*

HOLD EXECUTIVE SESSION:

- (a) TO DELIBERATE THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE; AND,
- (b) TO CONSULT WITH CITY ATTORNEY TO SEEK LEGAL ADVICE REGARDING CONTRACT FOR HIRING FIRM PURSUANT TO SECTION 551.071(2) OF THE TEXAS GOVERNMENT CODE; AND,
- (c) TO CONSULT WITH CITY ATTORNEY ON CONTEMPLATED LITIGATION REGARDING TEXAS DEPARTMENT OF TRANSPORTATION V. ROSENBERG EMINENT DOMAIN PROCEEDINGS PURSUANT TO SECTION 551.071(1) OF THE TEXAS GOVERNMENT CODE.

8. *This Item was moved to the beginning of the meeting as Agenda Item 2B.*

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

9. **ANNOUNCEMENTS.**

There were no announcements.

10. **ADJOURNMENT.**

There being no further business Mayor Pro Tem McConathy adjourned the meeting at 9:08 p.m.

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
B	Resolution No. R-1937 - Storm Water Management Interlocal Cooperation Agreement with Fort Bend County Municipal Utility District No. 147
ITEM/MOTION	
Consideration of and action on Resolution No. R-1937, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 147, regarding participation in the storm water management program.	
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. Resolution No. R-1937
2. Location Map - Municipal Utility District No. 147

MUD #: 147 (The Trails at Seabourne Parke)

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been included on the Agenda to offer City Council the opportunity to consider approval of a Storm Water Management Interlocal Cooperation Agreement (Agreement) with Fort Bend County Municipal Utility District No. 147 (District) regarding participation in the City's storm water management program (SWMP). This is one of four (4) separate District's with the identical Agreement for consideration at the March 17th City Council meeting. This District is located completely within the City Limits, with the City being responsible for construction inspections inside of the District boundaries through the normal permitting and inspection process. Therefore, the Agreement would minimize duplication of effort by both entities. Per the Agreement, the District would continue to be solely responsible for the operation and maintenance of detention basins including the cleaning and removal of trash and other debris. The primary objectives of the Agreement are summarized as follows:

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
 1. Public education, outreach and involvement
 2. Illicit discharge detection and elimination
 3. Construction site storm runoff control
 4. Post-construction storm water management in new development and redevelopment
 5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality

- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other TCEQ reports
- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

The Agreement also requires the District to provide an annual funding contribution to the City to cover administrative, operational and technical services provided by the City. The annual fee for the first year of the permit term is \$1,500. The initial term of the Agreement is for a five (5) year period and will automatically renew at the end of the five (5) year term, unless either party provides notice to terminate.

Staff recommends approval of Resolution No. R-1937, a Resolution authorizing the City Manager to execute the Agreement regarding participation in the storm water management program, attached as Exhibit "A" to Resolution No. R-1937.

RESOLUTION NO. R-1937

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 STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147, REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a Storm Water Management Interlocal Cooperation Agreement (Agreement), by and between the City of Rosenberg, Texas, and Fort Bend County Municipal Utility District No. 147, regarding participation in the storm water management program.

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

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

**STORM WATER MANAGEMENT
 INTERLOCAL COOPERATION AGREEMENT
 BETWEEN THE CITY OF ROSENBERG
 AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147**

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Rosenberg, Texas the "City", a Texas home-rule municipal corporation, and Fort Bend County Municipal Utility District No. 147 (the "District"), (collectively, "the Parties"), acting by and through their authorized representatives.

Recitals

Whereas, pursuant to the Interlocal Cooperation Act, *Texas Government Code*, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

Whereas, in order to effectively comply with TPDES General Permit No. TXR040000 (the "Permit"), the City has coordinated the development of a Storm Water Management Program ("SWMP") with certain political subdivisions to gather data and information, to perform analyses, and to develop and maintain programs to address storm water quality issues, including the control of municipal separate storm sewer system discharges; and

Whereas, the District is located entirely within the City's boundary lines and administering independent storm water management programs would result in duplicative coverage and unnecessary expense; and

Whereas, the District would like to participate in the City's SWMP in order to effectuate a more efficient method for the District's compliance with the Permit; and

Whereas, the City, at its option, may enter into interlocal agreements with multiple other political subdivisions for participation in the City's SWMP (collectively, all participants to be referred to as, "Participating Governmental Entities"); and

Whereas, the City filed its Notice of Intent, the SWMP and the permit application fee with Texas Commission on Environmental Quality (the "TCEQ") by the statutory deadline; and

Whereas, the District filed its Notice of Intent, the SWMP, and the permit application fee with the TCEQ by the statutory deadline; and

Whereas, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any joint project, other than those obligations as set forth herein, without the express approval of such Party; and

NOW, THEREFORE, pursuant to Chapter 791, *Texas Government Code* and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties hereby contract, covenant and agree as follows:

Article One **Findings and Declarations**

Section 1.1. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Council of the City and the Board of the District to be true and correct. It is further found and determined that the City Council of the City and the Board of Directors of the District have authorized and approved this Agreement by resolution duly adopted by the City Council and the Board of Directors.

Section 1.2. It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by either of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision, or condition hereof.

Article Two **Purpose**

The purpose of this Agreement is to accomplish a broad range of objectives that may include, but are not limited to, the following:

- Development of a comprehensive and coordinated strategy for managing storm water pollution controls in the City and in the District and for complying with the current requirements of the Permit, issued by the TCEQ;
- Development of a comprehensive and coordinated SWMP as required by Part III of the TPDES General Permit No. TXR040000 to address the following five (5) minimum control measures in the City and the District:
 - Public Education, Outreach, and Involvement
 - Illicit Discharge Detection and Elimination (IDDE)

- Construction Site Storm Runoff Control
- Post-Construction Storm water Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations;
- Identify and facilitate opportunities for cooperation that will assist the Parties in meeting state and federal requirements for improving storm water quality;
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other reports as may be required by the TCEQ;
- Coordinate training opportunities and distribute public information materials as needed;
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems; and
- Assist with the inspection and enforcement of the general permit, as directed by the City.

Article Three **Administration**

Section 3.1. The Parties represent that they each filed the SWMP with TCEQ by the statutory deadline.

Section 3.2. In the event that the City enters into an additional Storm Water Management Interlocal Cooperation Agreement with an additional Participating Governmental Entity, the City shall provide notice of the addition of that party to all other Participating Governmental Entities.

Section 3.3. The City will be the administrative agent under this Agreement and the overall administrator of the SWMP pursuant to the Intergovernmental Cooperation Act. The City may charge the Participating Governmental Entities an annual fee to cover administrative, operational and technical services performed by the City under this Agreement. The annual fee for the first year of the permit term shall be \$1,500.00.

Section 3.4. The annual funding commitment, if any, for the District will be reviewed and may be secured as part of the annual process for approving the budget. The annual budget must be approved each fiscal year by all Participating Governmental Entities contributing funds to the costs of the administrative, operational and technical services performed by the City and may be amended upon the written consent of all such contributing Participating Governmental Entities.

Section 3.5. The City may also seek funding from state and federal agencies and other public or private entities to assist in accomplishing the purposes of this Agreement.

Section 3.6. In accordance with the Act, the District will make payments, if any, for services rendered under this Agreement from available current revenues.

Section 3.7. The City and the District will be responsible only for any portion of its storm water program that it has agreed to perform as set forth in the SWMP. The District is solely responsible for any components of the storm water program within its respective jurisdiction that are not set forth in the SWMP.

Section 3.8. The District will provide to the City all requested information, including any documents or other data compilations in whatever form they are kept, regarding the District's storm water facilities and programs that will enable the City to perform its duties and responsibilities set forth in this Agreement.

Section 3.9. The District will provide the City with reasonable access upon request to the District's storm water facilities that will enable the City to perform any verification or analyses necessary as set forth in the SWMP.

Article Four **Obligation for Fines and Penalties.**

Section 4.1. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party regarding the Party's implementation of its storm water program that is not covered by the SWMP which is upheld on appeal if challenged, the Party on which the monetary fine or other penalty was levied shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other future party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Section 4.2. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party to this Agreement regarding the Party's implementation of its storm water program that is covered by the SWMP which is upheld on appeal if challenged, the Party responsible for the violation on which the monetary fine or other penalty was based shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Article Five
Additional Parties/Additional Party Fee

A governmental entity within or serving the City which did not execute this Agreement within 180 days of the current General Permit effective date may become a party to this Agreement only by paying an “additional party fee,” by approving the terms and conditions of this Agreement, and by affixing the signature of its authorized representative indicating the date of approval of this Agreement. The “additional party fee” shall be an amount of money determined by the governing body of the City to adequately compensate the City for performing the services pursuant to this Agreement.

Article Six
Renewals, Withdrawals and Amendments

Section 6.1. This Agreement will be in effect for an initial term of five (5) years from the effective date of the current General Permit No. TXR040000 and will automatically renew at the end of the specified term, unless a party provides at least sixty (60) days written notice to the other party of its desire to terminate the Agreement. The District may withdraw from this Agreement, through a vote of its Board of Directors, provided that it has notified the City Manager of the City of such action in writing at least sixty (60) days before the District’s intended withdrawal date. The City may withdraw from this Agreement, through a vote of the City Council, provided that it has notified the District of such action in writing at least sixty (60) days before the City’s intended withdrawal date. In the event of a withdrawal by any of the Participating Governmental Entities, the District shall provide notice of its intended withdrawal to all other Participating Governmental Entities at the time it provides notice of its withdrawal to the City.

Section 6.2. Any significant modification or amendment of this Agreement which materially impacts the theme, character, or continuity of the relationship of the Parties or the SWMP [such as a change that directly changes a Party’s implementation cost during any permit year by more than ten percent (10%) or a change of a term, provision, condition or covenant of this Agreement, but not the elaboration on, refinement or clarification of, or the addition of more precise specificity] shall not be effective between the parties thereto until it has been reviewed and approved by the governing bodies of a majority of the Participating Governmental Entities.

Section 6.3. The City is granted authority to make and approve minor modifications to the SWMP or to any submission to the TCEQ, the elaboration on, refinement or clarification of, or the addition of more precise specificity to, the terms, provisions, conditions, and covenants contained therein, when such minor modifications are requested by TCEQ or are required for approval by TCEQ. The City shall submit each minor modification to the District and the District is responsible for submitting the same to TCEQ.

Article Seven
Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

Article Eight
Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Article Nine
Limitation of Powers

The City and the District shall retain the authority to independently enforce any statute, law, rule, or regulation in any court of competent jurisdiction that is not enforced as a provision of the SWMP. Nothing contained herein shall be construed to prohibit or limit the right, authority, or ability of a Party to this Agreement to seek civil enforcement of any of its rights, to require remediation or correction of any condition which violates any law, rule, ordinance, order, or regulation, to require abatement of nuisances and/or to recover restitution or damages for any condition, situation or circumstance which may exist or occur, whether or not covered or addressed by the SWMP.

Article Ten
Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

Article Eleven
Authorization

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Article Twelve
No Third Party Rights

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

Article Thirteen
Multiple Counterparts

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when the last Party has executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Article Fourteen
Venue

Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.

Article Fifteen
Notice

Any formal notices or other communications (“Notice”) required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the party to be notified, (iv) by sending the same by facsimile, or (v) by sending the same by electronic mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

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

Fort Bend County Municipal Utility District No. 147
c/o Sanford Kuhl Hagan Kugle Parker Kahn, LLP
1980 Post Oak Blvd., Suite 1380
Houston, TX 77056

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

City of Rosenberg
c/o Jones & Carter, Inc.
Attn: Charles Kalkomey, PE
6415 Reading Road
Rosenberg, Texas 77471-5655

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

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

ATTEST

CITY OF ROSENBERG, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

By: _____

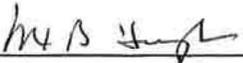
Name: _____

Title: _____

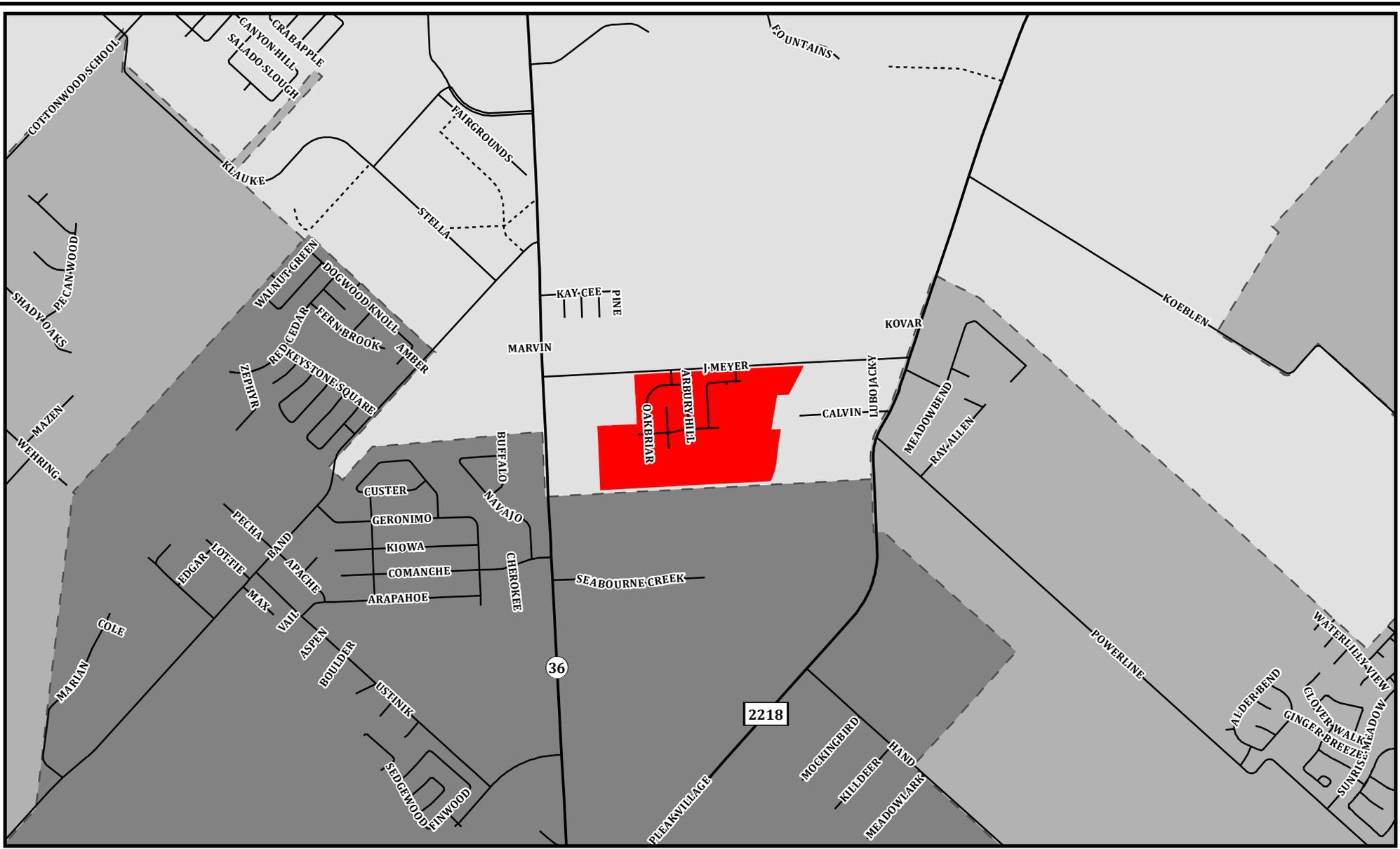
Date: _____

ATTEST:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 147

By: 
Name: Max B. Hoyt
Title: President
Date: 10/22/2014

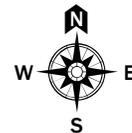
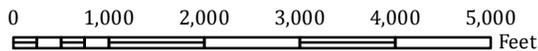
By: 
Name: Nancy Mitchell
Title: Secretary
Date: 10-21-14



Municipal Utility District 147
City of Rosenberg, Texas

- | | | | |
|--|---------------|--|-----------------------|
| | Interstate | | MUD 147 |
| | US Highway | | Rosenberg City Limits |
| | State Highway | | Rosenberg ETJ |
| | Public Road | | Other Jurisdictions |
| | Private Road | | |
| | Railroad | | |

Scale:
 1:24,000
 or
 1 inch = 2,000 feet



Created by: City of Rosenberg GIS - Paul M. Jones
 Date Created: March 05, 2015
 Original Size: 8.5" x 11"
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.





CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
C	Resolution No. R-1938 - Storm Water Management Interlocal Cooperation Agreement with Fort Bend County Municipal Utility District No. 159

ITEM/MOTION

Consideration of and action on Resolution No. R-1938, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 159, regarding participation in the storm water management program.

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. Resolution No. R-1938
2. Location Map - Municipal Utility District No. 159

MUD #: 159 (Oaks of Rosenberg)

APPROVALS

Submitted by:

John Maresh

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been included on the Agenda to offer City Council the opportunity to consider approval of a Storm Water Management Interlocal Cooperation Agreement (Agreement) with Fort Bend County Municipal Utility District No. 159 (District) regarding participation in the City's storm water management program (SWMP). This is one of four (4) separate District's with the identical Agreement for consideration at the March 17th City Council meeting. This District is located completely within the City Limits, with the City being responsible for construction inspections inside of the District boundaries through the normal permitting and inspection process. Therefore, the Agreement would minimize duplication of effort by both entities. Per the Agreement, the District would continue to be solely responsible for the operation and maintenance of detention basins including the cleaning and removal of trash and other debris. The primary objectives of the Agreement are summarized as follows:

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
 1. Public education, outreach and involvement
 2. Illicit discharge detection and elimination
 3. Construction site storm runoff control
 4. Post-construction storm water management in new development and redevelopment
 5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality
- Assist with development of storm water pollution control management plans and programs,

discharge monitoring reports, annual reports and other TCEQ reports

- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

The Agreement also requires the District to provide an annual funding contribution to the City to cover administrative, operational and technical services provided by the City. The annual fee for the first year of the permit term is \$1,500. The initial term of the Agreement is for a five (5) year period and will automatically renew at the end of the five (5) year term, unless either party provides notice to terminate.

Staff recommends approval of Resolution No. R-1938, a Resolution authorizing the City Manager to execute the Agreement regarding participation in the storm water management program, attached as Exhibit "A" to Resolution No. R-1938.

RESOLUTION NO. R-1938

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 STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 159, REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a Storm Water Management Interlocal Cooperation Agreement (Agreement), by and between the City of Rosenberg, Texas, and Fort Bend County Municipal Utility District No. 159, regarding participation in the storm water management program.

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

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

**STORM WATER MANAGEMENT
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ROSENBERG
AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 159**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Rosenberg, Texas the "City", a Texas home-rule municipal corporation, and Fort Bend County Municipal Utility District No. 159 (the "District"), (collectively, "the Parties"), acting by and through their authorized representatives.

Recitals

Whereas, pursuant to the Interlocal Cooperation Act, *Texas Government Code*, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

Whereas, in order to effectively comply with TPDES General Permit No. TXR040000 (the "Permit"), the City has coordinated the development of a Storm Water Management Program ("SWMP") with certain political subdivisions to gather data and information, to perform analyses, and to develop and maintain programs to address storm water quality issues, including the control of municipal separate storm sewer system discharges; and

Whereas, the District is located entirely within the City's boundary lines and administering independent storm water management programs would result in duplicative coverage and unnecessary expense; and

Whereas, the District would like to participate in the City's SWMP in order to effectuate a more efficient method for the District's compliance with the Permit; and

Whereas, the City, at its option, may enter into interlocal agreements with multiple other political subdivisions for participation in the City's SWMP (collectively, all participants to be referred to as, "Participating Governmental Entities"); and

Whereas, the City filed its Notice of Intent, the SWMP and the permit application fee with Texas Commission on Environmental Quality (the "TCEQ") by the statutory deadline; and

Whereas, the District filed its Notice of Intent, the SWMP, and the permit application fee with the TCEQ by the statutory deadline; and

Whereas, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any joint project, other than those obligations as set forth herein, without the express approval of such Party; and

NOW, THEREFORE, pursuant to Chapter 791, *Texas Government Code* and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties hereby contract, covenant and agree as follows:

Article One
Findings and Declarations

Section 1.1. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Council of the City and the Board of the District to be true and correct. It is further found and determined that the City Council of the City and the Board of Directors of the District have authorized and approved this Agreement by resolution duly adopted by the City Council and the Board of Directors.

Section 1.2. It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by either of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision, or condition hereof.

Article Two
Purpose

The purpose of this Agreement is to accomplish a broad range of objectives that may include, but are not limited to, the following:

- Development of a comprehensive and coordinated strategy for managing storm water pollution controls in the City and in the District and for complying with the current requirements of the Permit, issued by the TCEQ;
- Development of a comprehensive and coordinated SWMP as required by Part III of the TPDES General Permit No. TXR040000 to address the following five (5) minimum control measures in the City and the District:
 - Public Education, Outreach, and Involvement

- Illicit Discharge Detection and Elimination (IDDE)
- Construction Site Storm Runoff Control
- Post-Construction Storm water Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations;
- Identify and facilitate opportunities for cooperation that will assist the Parties in meeting state and federal requirements for improving storm water quality;
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other reports as may be required by the TCEQ;
- Coordinate training opportunities and distribute public information materials as needed;
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems; and
- Assist with the inspection and enforcement of the general permit, as directed by the City.

Article Three **Administration**

Section 3.1. The Parties represent that they each filed the SWMP with TCEQ by the statutory deadline.

Section 3.2. In the event that the City enters into an additional Storm Water Management Interlocal Cooperation Agreement with an additional Participating Governmental Entity, the City shall provide notice of the addition of that party to all other Participating Governmental Entities.

Section 3.3. The City will be the administrative agent under this Agreement and the overall administrator of the SWMP pursuant to the Intergovernmental Cooperation Act. The City may charge the Participating Governmental Entities an annual fee to cover administrative, operational and technical services performed by the City under this Agreement. The annual fee for the first year of the permit term shall be \$1,500.00.

Section 3.4. The annual funding commitment, if any, for the District will be reviewed and may be secured as part of the annual process for approving the budget. The annual budget must be approved each fiscal year by all Participating Governmental Entities contributing funds to the costs of the administrative, operational and technical services performed by the City and may be amended upon the written consent of all such contributing Participating Governmental Entities.

Section 3.5. The City may also seek funding from state and federal agencies and other public or private entities to assist in accomplishing the purposes of this Agreement.

Section 3.6. In accordance with the Act, the District will make payments, if any, for services rendered under this Agreement from available current revenues.

Section 3.7. The City and the District will be responsible only for any portion of its storm water program that it has agreed to perform as set forth in the SWMP. The District is solely responsible for any components of the storm water program within its respective jurisdiction that are not set forth in the SWMP.

Section 3.8. The District will provide to the City all requested information, including any documents or other data compilations in whatever form they are kept, regarding the District's storm water facilities and programs that will enable the City to perform its duties and responsibilities set forth in this Agreement.

Section 3.9. The District will provide the City with reasonable access upon request to the District's storm water facilities that will enable the City to perform any verification or analyses necessary as set forth in the SWMP.

Article Four **Obligation for Fines and Penalties.**

Section 4.1. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party regarding the Party's implementation of its storm water program that is not covered by the SWMP which is upheld on appeal if challenged, the Party on which the monetary fine or other penalty was levied shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other future party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Section 4.2. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party to this Agreement regarding the Party's implementation of its storm water program that is covered by the SWMP which is upheld on appeal if challenged, the Party responsible for the violation on which the monetary fine or other penalty was based shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Article Five
Additional Parties/Additional Party Fee

A governmental entity within or serving the City which did not execute this Agreement within 180 days of the current General Permit effective date may become a party to this Agreement only by paying an “additional party fee,” by approving the terms and conditions of this Agreement, and by affixing the signature of its authorized representative indicating the date of approval of this Agreement. The “additional party fee” shall be an amount of money determined by the governing body of the City to adequately compensate the City for performing the services pursuant to this Agreement.

Article Six
Renewals, Withdrawals and Amendments

Section 6.1. This Agreement will be in effect for an initial term of five (5) years from the effective date of the current General Permit No. TXR040000 and will automatically renew at the end of the specified term, unless a party provides at least sixty (60) days written notice to the other party of its desire to terminate the Agreement. The District may withdraw from this Agreement, through a vote of its Board of Directors, provided that it has notified the City Manager of the City of such action in writing at least sixty (60) days before the District’s intended withdrawal date. The City may withdraw from this Agreement, through a vote of the City Council, provided that it has notified the District of such action in writing at least sixty (60) days before the City’s intended withdrawal date. In the event of a withdrawal by any of the Participating Governmental Entities, the District shall provide notice of its intended withdrawal to all other Participating Governmental Entities at the time it provides notice of its withdrawal to the City.

Section 6.2. Any significant modification or amendment of this Agreement which materially impacts the theme, character, or continuity of the relationship of the Parties or the SWMP [such as a change that directly changes a Party’s implementation cost during any permit year by more than ten percent (10%) or a change of a term, provision, condition or covenant of this Agreement, but not the elaboration on, refinement or clarification of, or the addition of more precise specificity] shall not be effective between the parties thereto until it has been reviewed and approved by the governing bodies of a majority of the Participating Governmental Entities.

Section 6.3. The City is granted authority to make and approve minor modifications to the SWMP or to any submission to the TCEQ, the elaboration on, refinement or clarification of, or the addition of more precise specificity to, the terms, provisions, conditions, and covenants contained therein, when such minor modifications are requested by TCEQ or are required for approval by TCEQ. The City

shall submit each minor modification to the District and the District is responsible for submitting the same to TCEQ.

Article Seven
Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

Article Eight
Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Article Nine
Limitation of Powers

The City and the District shall retain the authority to independently enforce any statute, law, rule, or regulation in any court of competent jurisdiction that is not enforced as a provision of the SWMP. Nothing contained herein shall be construed to prohibit or limit the right, authority, or ability of a Party to this Agreement to seek civil enforcement of any of its rights, to require remediation or correction of any condition which violates any law, rule, ordinance, order, or regulation, to require abatement of nuisances and/or to recover restitution or damages for any condition, situation or circumstance which may exist or occur, whether or not covered or addressed by the SWMP.

Article Ten
Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

Article Eleven
Authorization

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Article Twelve
No Third Party Rights

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

Article Thirteen
Multiple Counterparts

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when the last Party has executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Article Fourteen
Venue

Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.

Article Fifteen
Notice

Any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by facsimile, or (v) by sending the same by electronic mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

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

Fort Bend County Municipal Utility District No. 159
c/o Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

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

City of Rosenberg
c/o Jones & Carter, Inc.
Attn: Charles Kalkomey, PE
6415 Reading Road
Rosenberg, Texas 77471

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

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

ATTEST

CITY OF ROSENBERG, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 159

By: Sharon J Stecker
Name: Sharon Stecker
Title: Secretary
Date: 11-6-14

By: Robert M. Pross
Name: Robert M. Pross
Title: President
Date: 11-6-14



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
D	Resolution No. R-1939 - Storm Water Management Interlocal Cooperation Agreement with Fort Bend County Municipal Utility District No. 167

ITEM/MOTION

Consideration of and action on Resolution No. R-1939, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 167, regarding participation in the storm water management program.

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. Resolution No. R-1939
2. Location Map – Municipal Utility District No. 167

MUD #: 167 (Brazos Town Center)
--

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been included on the Agenda to offer City Council the opportunity to consider approval of a Storm Water Management Interlocal Cooperation Agreement (Agreement) with Fort Bend County Municipal Utility District No. 167 (District) regarding participation in the City's storm water management program (SWMP). This is one of four (4) separate District's with the identical Agreement for consideration at the March 17th City Council meeting. This District is located completely within the City Limits, with the City being responsible for construction inspections inside of the District boundaries through the normal permitting and inspection process. Therefore, the Agreement would minimize duplication of effort by both entities. Per the Agreement, the District would continue to be solely responsible for the operation and maintenance of detention basins and pump station, including the cleaning and removal of trash and other debris. The primary objectives of the Agreement are summarized as follows:

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
 1. Public education, outreach and involvement
 2. Illicit discharge detection and elimination
 3. Construction site storm runoff control
 4. Post-construction storm water management in new development and redevelopment
 5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality

- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other TCEQ reports
- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

The Agreement also requires the District to provide an annual funding contribution to the City to cover administrative, operational and technical services provided by the City. The annual fee for the first year of the permit term is \$1,500. The initial term of the Agreement is for a five (5) year period and will automatically renew at the end of the five (5) year term, unless either party provides notice to terminate.

Staff recommends approval of Resolution No. R-1939, a Resolution authorizing the City Manager to execute the Agreement regarding participation in the storm water management program, attached as Exhibit "A" to Resolution No. R-1939.

RESOLUTION NO. R-1939

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 STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 167, REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a Storm Water Management Interlocal Cooperation Agreement (Agreement), by and between the City of Rosenberg, Texas, and Fort Bend County Municipal Utility District No. 167, regarding participation in the storm water management program.

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

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

**STORM WATER MANAGEMENT
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ROSENBERG
AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 167**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Rosenberg, Texas the "City", a Texas home-rule municipal corporation, and Fort Bend County Municipal Utility District No. 167 (the "District"), (collectively, "the Parties"), acting by and through their authorized representatives.

Recitals

Whereas, pursuant to the Interlocal Cooperation Act, *Texas Government Code*, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

Whereas, in order to effectively comply with TPDES General Permit No. TXR040000 (the "Permit"), the City has coordinated the development of a Storm Water Management Program ("SWMP") with certain political subdivisions to gather data and information, to perform analyses, and to develop and maintain programs to address storm water quality issues, including the control of municipal separate storm sewer system discharges; and

Whereas, the District is located entirely within the City's boundary lines and administering independent storm water management programs would result in duplicative coverage and unnecessary expense; and

Whereas, the District would like to participate in the City's SWMP in order to effectuate a more efficient method for the District's compliance with the Permit; and

Whereas, the City, at its option, may enter into interlocal agreements with multiple other political subdivisions for participation in the City's SWMP (collectively, all participants to be referred to as, "Participating Governmental Entities"); and

Whereas, the City filed its Notice of Intent, the SWMP and the permit application fee with Texas Commission on Environmental Quality (the "TCEQ") by the statutory deadline; and

Whereas, the District filed its Notice of Intent, the SWMP, and the permit application fee with the TCEQ by the statutory deadline; and

Whereas, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any joint project, other than those obligations as set forth herein, without the express approval of such Party; and

NOW, THEREFORE, pursuant to Chapter 791, *Texas Government Code* and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties hereby contract, covenant and agree as follows:

Article One **Findings and Declarations**

Section 1.1. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Council of the City and the Board of the District to be true and correct. It is further found and determined that the City Council of the City and the Board of Directors of the District have authorized and approved this Agreement by resolution duly adopted by the City Council and the Board of Directors.

Section 1.2. It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by either of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision, or condition hereof.

Article Two **Purpose**

The purpose of this Agreement is to accomplish a broad range of objectives that may include, but are not limited to, the following:

- Development of a comprehensive and coordinated strategy for managing storm water pollution controls in the City and in the District and for complying with the current requirements of the Permit, issued by the TCEQ;
- Development of a comprehensive and coordinated SWMP as required by Part III of the TPDES General Permit No. TXR040000 to address the following five (5) minimum control measures in the City and the District:
 - Public Education, Outreach, and Involvement

- Illicit Discharge Detection and Elimination (IDDE)
- Construction Site Storm Runoff Control
- Post-Construction Storm water Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations;
- Identify and facilitate opportunities for cooperation that will assist the Parties in meeting state and federal requirements for improving storm water quality;
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other reports as may be required by the TCEQ;
- Coordinate training opportunities and distribute public information materials as needed;
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems; and
- Assist with the inspection and enforcement of the general permit, as directed by the City.

Article Three **Administration**

Section 3.1. The Parties represent that they each filed the SWMP with TCEQ by the statutory deadline.

Section 3.2. In the event that the City enters into an additional Storm Water Management Interlocal Cooperation Agreement with an additional Participating Governmental Entity, the City shall provide notice of the addition of that party to all other Participating Governmental Entities.

Section 3.3. The City will be the administrative agent under this Agreement and the overall administrator of the SWMP pursuant to the Intergovernmental Cooperation Act. The City may charge the Participating Governmental Entities an annual fee to cover administrative, operational and technical services performed by the City under this Agreement. The annual fee for the first year of the permit term shall be \$1,500.00.

Section 3.4. The annual funding commitment, if any, for the District will be reviewed and may be secured as part of the annual process for approving the budget. The annual budget must be approved each fiscal year by all Participating Governmental Entities contributing funds to the costs of the administrative, operational and technical services performed by the City and may be amended upon the written consent of all such contributing Participating Governmental Entities.

Section 3.5. The City may also seek funding from state and federal agencies and other public or private entities to assist in accomplishing the purposes of this Agreement.

Section 3.6. In accordance with the Act, the District will make payments, if any, for services rendered under this Agreement from available current revenues.

Section 3.7. The City and the District will be responsible only for any portion of its storm water program that it has agreed to perform as set forth in the SWMP. The District is solely responsible for any components of the storm water program within its respective jurisdiction that are not set forth in the SWMP.

Section 3.8. The District will provide to the City all requested information, including any documents or other data compilations in whatever form they are kept, regarding the District's storm water facilities and programs that will enable the City to perform its duties and responsibilities set forth in this Agreement.

Section 3.9. The District will provide the City with reasonable access upon request to the District's storm water facilities that will enable the City to perform any verification or analyses necessary as set forth in the SWMP.

Article Four
Obligation for Fines and Penalties.

Section 4.1. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party regarding the Party's implementation of its storm water program that is not covered by the SWMP which is upheld on appeal if challenged, the Party on which the monetary fine or other penalty was levied shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other future party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Section 4.2. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party to this Agreement regarding the Party's implementation of its storm water program that is covered by the SWMP which is upheld on appeal if challenged, the Party responsible for the violation on which the monetary fine or other penalty was based shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Article Five
Additional Parties/Additional Party Fee

A governmental entity within or serving the City which did not execute this Agreement within 180 days of the current General Permit effective date may become a party to this Agreement only by paying an “additional party fee,” by approving the terms and conditions of this Agreement, and by affixing the signature of its authorized representative indicating the date of approval of this Agreement. The “additional party fee” shall be an amount of money determined by the governing body of the City to adequately compensate the City for performing the services pursuant to this Agreement.

Article Six
Renewals, Withdrawals and Amendments

Section 6.1. This Agreement will be in effect for an initial term of five (5) years from the effective date of the current General Permit No. TXR040000 and will automatically renew at the end of the specified term, unless a party provides at least sixty (60) days written notice to the other party of its desire to terminate the Agreement. The District may withdraw from this Agreement, through a vote of its Board of Directors, provided that it has notified the City Manager of the City of such action in writing at least sixty (60) days before the District’s intended withdrawal date. The City may withdraw from this Agreement, through a vote of the City Council, provided that it has notified the District of such action in writing at least sixty (60) days before the City’s intended withdrawal date. In the event of a withdrawal by any of the Participating Governmental Entities, the District shall provide notice of its intended withdrawal to all other Participating Governmental Entities at the time it provides notice of its withdrawal to the City.

Section 6.2. Any significant modification or amendment of this Agreement which materially impacts the theme, character, or continuity of the relationship of the Parties or the SWMP [such as a change that directly changes a Party’s implementation cost during any permit year by more than ten percent (10%) or a change of a term, provision, condition or covenant of this Agreement, but not the elaboration on, refinement or clarification of, or the addition of more precise specificity] shall not be effective between the parties thereto until it has been reviewed and approved by the governing bodies of a majority of the Participating Governmental Entities.

Section 6.3. The City is granted authority to make and approve minor modifications to the SWMP or to any submission to the TCEQ, the elaboration on, refinement or clarification of, or the addition of more precise specificity to, the terms, provisions, conditions, and covenants contained therein, when such minor

modifications are requested by TCEQ or are required for approval by TCEQ. The City shall submit each minor modification to the District and the District is responsible for submitting the same to TCEQ.

Article Seven
Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

Article Eight
Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Article Nine
Limitation of Powers

The City and the District shall retain the authority to independently enforce any statute, law, rule, or regulation in any court of competent jurisdiction that is not enforced as a provision of the SWMP. Nothing contained herein shall be construed to prohibit or limit the right, authority, or ability of a Party to this Agreement to seek civil enforcement of any of its rights, to require remediation or correction of any condition which violates any law, rule, ordinance, order, or regulation, to require abatement of nuisances and/or to recover restitution or damages for any condition, situation or circumstance which may exist or occur, whether or not covered or addressed by the SWMP.

Article Ten
Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

Article Eleven
Authorization

The undersigned officers and/or agents are properly authorized to execute this contract on behalf of the Parties hereto, and each hereby certifies to the other that any

necessary resolutions extending such authority have been duly passed and are now in full force and effect.

Article Twelve
No Third Party Rights

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

Article Thirteen
Multiple Counterparts

This Agreement may be simultaneously executed in several counterparts each of which shall be an original and all of which shall be considered fully executed as of the date when the last Party has executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

Article Fourteen
Venue

Venue for any legal actions arising out of this Agreement shall lie exclusively in Fort Bend County, Texas.

Article Fifteen
Notice

Any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by facsimile, or (v) by sending the same by electronic mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

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

Fort Bend County Municipal Utility District No. 167
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

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

City of Rosenberg
c/o Jones & Carter, Inc.
Attn: Charles Kalkomey, PE
6415 Reading Road
Rosenberg, Texas 77471-5655

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

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

ATTEST

CITY OF ROSENBERG, TEXAS

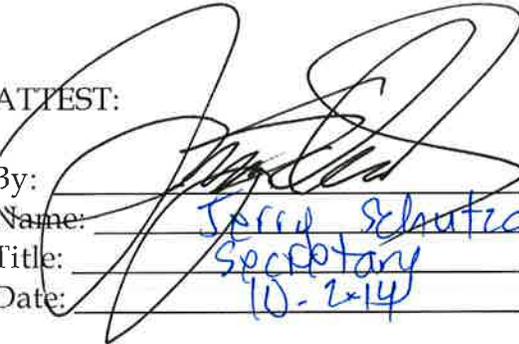
By: _____
Name: _____
Title: _____
Date: _____

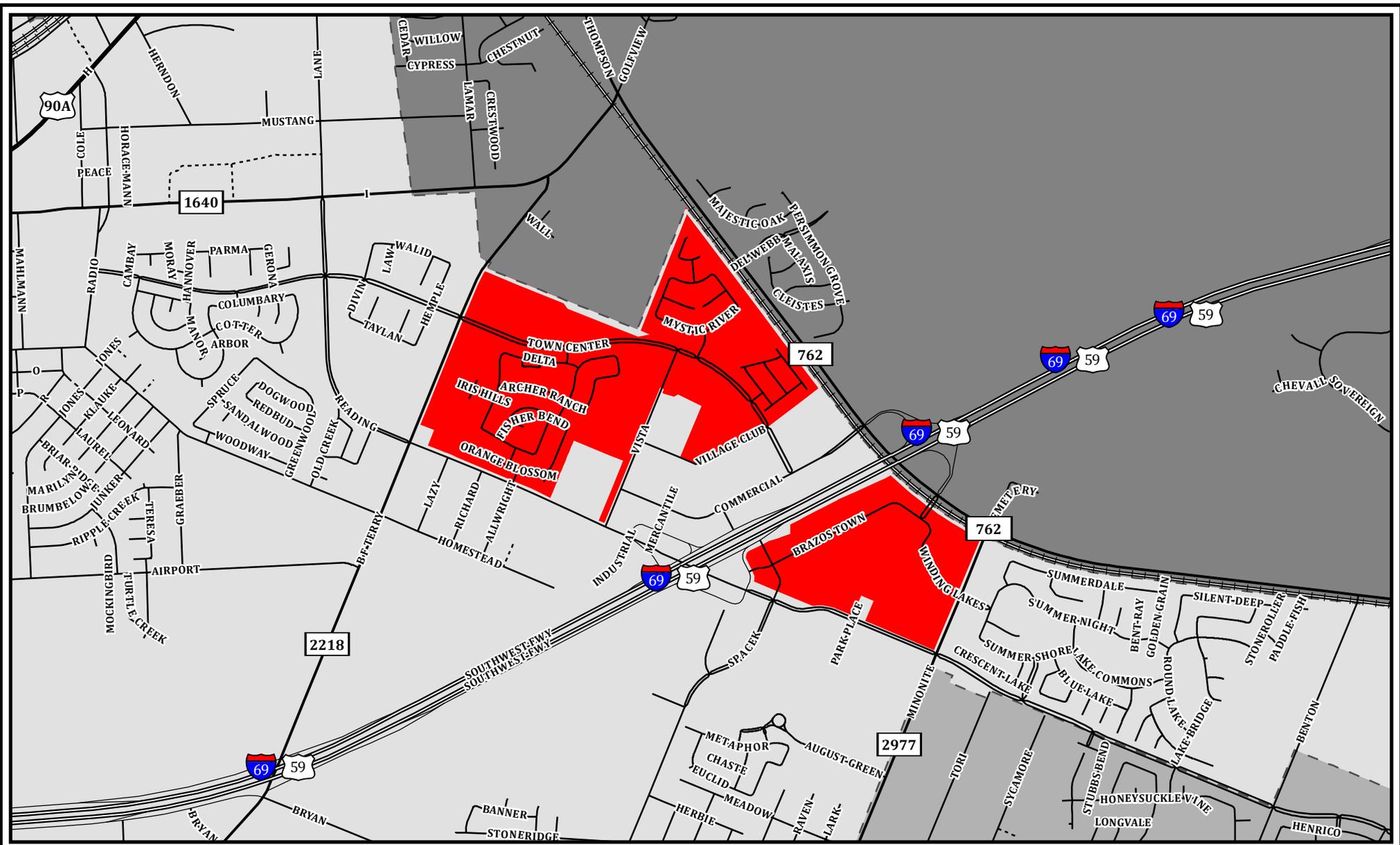
By: _____
Name: _____
Title: _____
Date: _____

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 167

By: 
Name: Deana Day
Title: President
Date: 10-2-14

ATTEST:

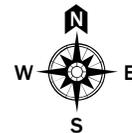
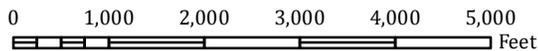

By: _____
Name: Jerry Schutka
Title: Secretary
Date: 10-2-14



Municipal Utility District 167 City of Rosenberg, Texas

- | | | | |
|--|---------------|--|-----------------------|
| | Interstate | | MUD 167 |
| | US Highway | | Rosenberg City Limits |
| | State Highway | | Rosenberg ETJ |
| | Public Road | | Other Jurisdictions |
| | Private Road | | |
| | Railroad | | |

Scale:
1:24,000
or
1 inch = 2,000 feet



Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: March 05, 2015
Original Size: 8.5" x 11"
K:\GIS\MAPS\Utilities\2015\MUD_LocMaps.mxd

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





CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
E	Resolution No. R-1944 - Storm Water Management Interlocal Cooperation Agreement with Fort Bend County Municipal Utility District No. 144
ITEM/MOTION	
Consideration of and action on Resolution No. R-1944, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Storm Water Management Interlocal Cooperation Agreement, by and between the City and Fort Bend County Municipal Utility District No. 144, regarding participation in the storm water management program.	
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. Resolution No. R-1944
2. Location Map - Municipal Utility District No. 144

MUD #: 144 (Summer Lakes)

APPROVALS

Submitted by:

John Maresh

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been included on the Agenda to offer City Council the opportunity to consider approval of a Storm Water Management Interlocal Cooperation Agreement (Agreement) with Fort Bend County Municipal Utility District No. 144 (District) regarding participation in the City's storm water management program (SWMP). This is one of four (4) separate District's with the identical Agreement for consideration at the March 17th City Council meeting. This District is located almost completely within the City Limits, with the City being responsible for construction inspections for the portion of the District located within the City Limits through the normal permitting and inspection process. Therefore, the Agreement would minimize duplication of effort by both entities. Per the Agreement, the District would continue to be solely responsible for the operation and maintenance of detention basins including the cleaning and removal of trash and other debris. The primary objectives of the Agreement are summarized as follows:

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
 1. Public education, outreach and involvement
 2. Illicit discharge detection and elimination
 3. Construction site storm runoff control
 4. Post-construction storm water management in new development and redevelopment
 5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality
- Assist with development of storm water pollution control management plans and programs,

discharge monitoring reports, annual reports and other TCEQ reports

- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

The Agreement also requires the District to provide an annual funding contribution to the City to cover administrative, operational and technical services provided by the City. The annual fee for the first year of the permit term is \$1,500. The initial term of the Agreement is for a five (5) year period and will automatically renew at the end of the five (5) year term, unless either party provides notice to terminate.

Staff recommends approval of Resolution No. R-1944, a Resolution authorizing the City Manager to execute the Agreement regarding participation in the storm water management program, attached as Exhibit "A" to Resolution No. R-1944.

RESOLUTION NO. R-1944

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 STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144, REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a Storm Water Management Interlocal Cooperation Agreement (Agreement), by and between the City of Rosenberg, Texas, and Fort Bend County Municipal Utility District No. 144, regarding participation in the storm water management program.

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

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

**STORM WATER MANAGEMENT
 INTERLOCAL COOPERATION AGREEMENT
 BETWEEN THE CITY OF ROSENBERG
 AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144**

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Rosenberg, Texas the "City", a Texas home-rule municipal corporation, and Fort Bend County Municipal Utility District No. 144 (the "District"), (collectively, "the Parties"), acting by and through their authorized representatives.

Recitals

Whereas, pursuant to the Interlocal Cooperation Act, *Texas Government Code*, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and

Whereas, in order to effectively comply with TPDES General Permit No. TXR040000 (the "Permit"), the City has coordinated the development of a Storm Water Management Program ("SWMP") with certain political subdivisions to gather data and information, to perform analyses, and to develop and maintain programs to address storm water quality issues, including the control of municipal separate storm sewer system discharges; and

Whereas, the District is located almost entirely within the City's boundary lines and administering independent storm water management programs would result in duplicative coverage and unnecessary expense; and

Whereas, the District would like to participate in the City's SWMP in order to effectuate a more efficient method for the District's compliance with the Permit; and

Whereas, the City, at its option, may enter into interlocal agreements with multiple other political subdivisions for participation in the City's SWMP (collectively, all participants to be referred to as, "Participating Governmental Entities"); and

Whereas, the City filed its Notice of Intent, the SWMP and the permit application fee with Texas Commission on Environmental Quality (the "TCEQ") by the statutory deadline; and

Whereas, the District filed its Notice of Intent, the SWMP, and the permit application fee with the TCEQ; and

Whereas, the Parties to this Agreement understand that entering into this Agreement in no way obligates any Party to participate in any joint project, other than those obligations as set forth herein, without the express approval of such Party; and

NOW, THEREFORE, pursuant to Chapter 791, *Texas Government Code*, as amended, and as otherwise authorized and permitted by the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties hereby contract, covenant and agree as follows:

Article One
Findings and Declarations

Section 1.1. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the City Council of the City and the Board of the District to be true and correct. It is further found and determined that the City Council of the City and the Board of Directors of the District have authorized and approved this Agreement by resolution duly adopted by the City Council and the Board of Directors.

Section 1.2. It is the declared and stated intent of the Parties that the terms, conditions, and provisions of this Agreement may be enforced by either of the Parties, jointly or independently, either at law or in equity, and the Parties shall be deemed to have waived any claim or right that is inconsistent with this Agreement and shall be estopped from challenging any term, provision, or condition hereof.

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Purpose

The purpose of this Agreement is to accomplish a broad range of objectives that may include, but are not limited to, the following:

- Development of a comprehensive and coordinated strategy for managing storm water pollution controls in the City and in the District and for complying with the current requirements of the Permit, issued by the TCEQ;
- Development of a comprehensive and coordinated SWMP as required by Part III of the TPDES General Permit No. TXR040000 to address the following five (5) minimum control measures in the City and the District:
 - Public Education, Outreach, and Involvement

- Illicit Discharge Detection and Elimination (IDDE)
- Construction Site Storm Runoff Control
- Post-Construction Storm water Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations;
- Identify and facilitate opportunities for cooperation that will assist the Parties in meeting state and federal requirements for improving storm water quality;
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other reports as may be required by the TCEQ;
- Coordinate training opportunities and distribute public information materials as needed;
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems; and
- Assist with the inspection and enforcement of the general permit, as directed by the City.

Article Three **Administration**

Section 3.1. The Parties represent that they each filed the SWMP with TCEQ by the statutory deadline.

Section 3.2. In the event that the City enters into an additional Storm Water Management Interlocal Cooperation Agreement with an additional Participating Governmental Entity, the City shall provide notice of the addition of that party to all other Participating Governmental Entities.

Section 3.3. The City will be the administrative agent under this Agreement and the overall administrator of the SWMP pursuant to the Intergovernmental Cooperation Act. The City may charge the Participating Governmental Entities an annual fee to cover administrative, operational and technical services performed by the City under this Agreement. The annual fee for the first year of the permit term shall be \$1,500.00.

Section 3.4. The annual funding commitment, if any, for the District will be reviewed and may be secured as part of the annual process for approving the budget. The annual budget must be approved each fiscal year by all Participating Governmental Entities contributing funds to the costs of the administrative, operational and technical services performed by the City and may be amended upon the written consent of all such contributing Participating Governmental Entities.

Section 3.5. The City may also seek funding from state and federal agencies and other public or private entities to assist in accomplishing the purposes of this Agreement.

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Section 3.7. The City and the District will be responsible only for any portion of its storm water program that it has agreed to perform as set forth in the SWMP. The District is solely responsible for any components of the storm water program within its respective jurisdiction that are not set forth in the SWMP.

Section 3.8. The District will provide to the City all requested information, including any documents or other data compilations in whatever form they are kept, regarding the District's storm water facilities and programs that will enable the City to perform its duties and responsibilities set forth in this Agreement.

Section 3.9. The District will provide the City with reasonable access upon request to the District's storm water facilities that will enable the City to perform any verification or analyses necessary as set forth in the SWMP.

Article Four **Obligation for Fines and Penalties.**

Section 4.1. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party regarding the Party's implementation of its storm water program that is not covered by the SWMP which is upheld on appeal if challenged, the Party on which the monetary fine or other penalty was levied shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other future party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

Section 4.2. Should the TCEQ, its successor, another governmental agency with proper jurisdiction, or a court of competent jurisdiction issue a monetary fine or other penalty to a Party to this Agreement regarding the Party's implementation of its storm water program that is covered by the SWMP which is upheld on appeal if challenged, the Party responsible for the violation on which the monetary fine or other penalty was based shall pay or otherwise satisfy such fine or penalty from its own financial resources. No part of such fine or penalty shall be apportioned directly or indirectly to any other Party or to any other party to this Agreement. This Agreement does not create any legal relationship between the parties, other than the rights and duties expressly set forth herein.

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A governmental entity within or serving the City which did not execute this Agreement within 180 days of the current General Permit effective date may become a party to this Agreement only by paying an “additional party fee,” by approving the terms and conditions of this Agreement, and by affixing the signature of its authorized representative indicating the date of approval of this Agreement. The “additional party fee” shall be an amount of money determined by the governing body of the City to adequately compensate the City for performing the services pursuant to this Agreement.

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Section 6.2. Any significant modification or amendment of this Agreement which materially impacts the theme, character, or continuity of the relationship of the Parties or the SWMP [such as a change that directly changes a Party’s implementation cost during any permit year by more than ten percent (10%) or a change of a term, provision, condition or covenant of this Agreement, but not the elaboration on, refinement or clarification of, or the addition of more precise specificity] shall not be effective between the parties thereto until it has been reviewed and approved by the governing bodies of a majority of the Participating Governmental Entities.

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shall submit each minor modification to the District and the District is responsible for submitting the same to TCEQ.

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Severability Clause

If any provision of this Agreement or any application hereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

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Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Article Nine
Limitation of Powers

The City and the District shall retain the authority to independently enforce any statute, law, rule, or regulation in any court of competent jurisdiction that is not enforced as a provision of the SWMP. Nothing contained herein shall be construed to prohibit or limit the right, authority, or ability of a Party to this Agreement to seek civil enforcement of any of its rights, to require remediation or correction of any condition which violates any law, rule, ordinance, order, or regulation, to require abatement of nuisances and/or to recover restitution or damages for any condition, situation or circumstance which may exist or occur, whether or not covered or addressed by the SWMP.

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Article Fifteen
Notice

Any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by facsimile, or (v) by sending the same by electronic mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

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

Fort Bend County Municipal Utility District No. 144
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Boulevard, Suite 1400
Houston, Texas 77056

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

City of Rosenberg
Attn: Ms. Kaye Supak
2110 4th Street
Rosenberg, Texas 77471

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

ATTEST

CITY OF ROSENBERG, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 144

By: Ronald G. Thomas

Ronald G. Thomas, Secretary
Board of Directors

By: Scott Maham

Scott Maham, President
Board of Directors



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
F	Resolution No. R-1941 - Support of H.B. 658 for a Texas State Technical College Campus in Fort Bend County

ITEM/MOTION

Consideration of and action on Resolution No. R-1941 a Resolution in support of Texas House Bill 658 – Relating to the creation of a campus of the Texas State Technical College System in Fort Bend County.

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. Resolution No. R-1941
2. Texas House Bill No. 658 – Filed by Representative John Zerwas

MUD #: N/A

APPROVALS

Submitted by:


 Randall Malik
 Economic Development
 Director

Reviewed by:

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

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

Representative John Zerwas of Texas House District 28 has filed Texas House Bill No. 658, relating to the creation of a campus of the Texas State Technical College (TSTC) in Fort Bend County. TSTC is working with the George and Henderson-Wessendorff Foundations on building a new TSTC Fort Bend Campus.

Staff recommends approval of Resolution No. R-1941 as presented.

RESOLUTION NO. R-1941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, IN SUPPORT OF TEXAS HOUSE BILL NO. 658 – RELATING TO THE CREATION OF A CAMPUS OF THE TEXAS STATE TECHNICAL COLLEGE SYSTEM IN FORT BEND COUNTY.

* * * * *

WHEREAS, the expansion of the Fort Bend Texas State Technical College will have a positive impact on the local and regional economy; and,

WHEREAS, the Fort Bend Texas State Technical College will enhance educational opportunities in Rosenberg and Fort Bend County; and,

WHEREAS, the Fort Bend Texas State Technical College will enhance access to skilled labor in Rosenberg; and,

WHEREAS, the City of Rosenberg desires to partner with Texas State Technical College and affiliated organizations on a Texas State Technical College to be located in Fort Bend County; now, therefore,

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

Section 1. That the Rosenberg City Council supports House Bill No. 658 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County.

PASSED, APPROVED, and RESOLVED this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

By: Zerwas

H.B. No. 658

A BILL TO BE ENTITLED

1 AN ACT
2 relating to the creation of a campus of the Texas State Technical
3 College System in Fort Bend County.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 135.02(a), Education Code, is amended to
6 read as follows:

7 (a) The Texas State Technical College System is composed of:

8 (1) a system office located in the city of Waco in
9 McLennan County;

10 (2) a campus located in the city of Harlingen in
11 Cameron County;

12 (3) a campus serving West Texas that operates as a
13 collective unit of strategically positioned permanent locations in
14 the city of Sweetwater in Nolan County, the city of Abilene in
15 Taylor County, the city of Brownwood in Brown County, and the city
16 of Breckenridge in Stephens County;

17 (4) a campus located in the city of Marshall in
18 Harrison County;

19 (5) a campus located in the city of Waco in McLennan
20 County;

21 (6) a campus located in the city of Richmond in Fort
22 Bend County;

23 (7) an extension center located in Ellis County; and

24 (8) [~~7~~] campuses assigned to the system from time to

1 time by specific legislative Act.

2 SECTION 2. Section 135.04(b), Education Code, is amended to
3 read as follows:

4 (b) Before any program may be offered by a campus or
5 extension center within the tax district of a public junior college
6 that is operating a vocational and technical program, it must be
7 established that the public junior college is not capable of
8 offering or is unable to offer the program. After it is
9 established that a need for the program exists and that the program
10 is not locally available, the campus or extension center may offer
11 the program, provided approval is secured from the coordinating
12 board. Approval of technical-vocational programs under this
13 section does not apply to Brown, McLennan, Cameron, Fort Bend, and
14 Potter counties.

15 SECTION 3. This Act takes effect immediately if it receives
16 a vote of two-thirds of all the members elected to each house, as
17 provided by Section 39, Article III, Texas Constitution. If this
18 Act does not receive the vote necessary for immediate effect, this
19 Act takes effect September 1, 2015.



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
G	Short Form Final Plat of Brazos Plaza Partial Replat No. 2

ITEM/MOTION

Consideration of and action on a Short Form Final Plat of Brazos Plaza Partial Replat No. 2, a subdivision of 2.5532 acres of land out of the Robert E. Handy Survey, Abstract Number 187, City of Rosenberg, Fort Bend County, Texas, being a replat of Restricted Reserve "C" Brazos Plaza, Slide No. 20070179 P.R.F.B.C. & being a replat of Restricted Reserve "F", Brazos Plaza Partial Replat No. 1, Slide No. 20110039 P.R.F.B.C.; 1 reserve, 1 block.

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 type="checkbox"/> District 3 <input checked="" 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. Short Form Final Plat of Brazos Plaza Partial Replat No. 2
2. Planning Commission Meeting Draft Minute Excerpt – 02-18-15

MUD #: N/A

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner, AICP
 Executive Director of
 Community Development

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

The Short Form Final Plat of Brazos Plaza Partial Replat No. 2 is a proposed replat consisting of 2.5532 acres and only one (1) commercial reserve. The property is located on the north side of US59/I-69, slightly southwest of its intersection with Reading Road. The tract is in the City Limits and in the West Fort Bend Management District (District) and therefore will be subject to the District's standards when developed. It has frontage on US59/I-69, but will only have access from Industrial Parkway.

The purpose of the replat in this case is simply to remove a property line between two (2) reserves, creating one (1) reserve instead of two (2). It has been submitted as a Short Form Final Plat, eliminating the necessity to submit a Preliminary Plat, because it does not require the extension of any streets or utilities. There being no issues in conflict with the "Subdivision" Ordinance, staff recommends approval of the Short Form Final Plat of Brazos Plaza Partial Replat No. 2. The Planning Commission recommended approval to City Council of the plat on February 18, 2015.

STATE OF TEXAS
COUNTY OF FORT BEND

We, Gopal P. Bathija, President, being an officer of Reading GP, LLC, a Texas limited liability company, General Partner of READING GW, LTD, a Texas limited partnership, owners of the 2.5532 acre tract described in the above and foregoing map of BRAZOS PLAZA PARTIAL REPLAT NO. 2, 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 (except those streets designated as private 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, We do hereby dedicate for public utility purposes an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown hereon.

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 bays, creeks, gullies, ravines, draws, and drainage ditches located in said subdivision, as easements for drainage purposes. Fort Bend County and 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 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.

IN TESTIMONY WHEREOF, READING GW, LTD., a Texas limited partnership has caused these presents to be signed by Gopal P. Bathija, President of Reading GP, LLC, a Texas limited partnership, its General Partner, hereunto authorized, this ___ day of _____, 2015.

READING GW, LTD., a Texas limited partnership

By: Reading GP, LLC, a Texas limited liability company
Its General Partner

By: Gopal P. Bathija, President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared, Gopal P. Bathija, President of Reading GP, LLC, General Partner of READING GW, LTD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OFFICE, this ___ day of _____, 2015

Notary Public in and for the State of Texas
My Commission expires: _____

We, International Bank of Commerce, owner and holder of a lien against the property described in the plat known as BRAZOS PLAZA PARTIAL REPLAT NO. 2, said lien being evidenced by instrument of record in the Clerk's File No. 2015009155 of the O.P.R.O.P. of Fort Bend County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and We hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

By: _____
Print Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared, _____, International Bank of Commerce, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OFFICE, this ___ day of _____, 2015

Notary Public in and for the State of Texas
My Commission expires: _____

I, Harry H. Hovis, IV, am authorized under the laws of the state of Texas to practice the profession of 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 ferrous metal) pipes or rods and a length of not less than three (3) feet, except where corners were found.

Harry H. Hovis IV
Registered Professional Land Surveyor
Texas Registration No. 4827

This is to certify that the Planning Commission of the City of Rosenberg, Texas has approved this plat and subdivision of BRAZOS PLAZA PARTIAL REPLAT NO. 2 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 _____, 2015.

Pete Pavlovsky, Chairman
Wayne Paldrack, Secretary

NOTES:
1. B.L. Indicates Building Line;
U.E. Indicates Utility Easement;
STM.S.E. Indicates Storm Sewer Easement;
S.S.E. Indicates Sanitary Sewer Easement;
D.E. Indicates Drainage Easement;
P.R.F.B.C. indicates Plat Record Fort Bend County;
Vol. indicates Volume;
Pg. indicates Page;
indicates Set 5/8" I.R. W/Cap unless otherwise noted

- BENCHMARK: NGS L 1219
A Brass Disk Stamped L 1219 1973, set vertically in the North Brick wall of the First Baptist Church Building, in Rosenberg, along State Highway 36 (1st Street) about midway between Avenues I and J, 0.7 foot East of the Northwest corner of the building, 36.7 feet East of the East curb of the Highway, about 4 feet higher than the street and 3.5 feet above the ground.
Elevation = 106.14' (NAVD 88, 1991 ADJ)
- Project Benchmark: Brass Disk set in concrete in the Southwesterly right-of-way line of Industrial Parkway X: 2,998,662.07 Y: 13,759,226.59
Elevation = 95.47 Feet
- 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 Fidelity National Title Agency, Inc., G.F. No. FAH14009158/14009260, Dated: January 21, 2015. The surveyor has not abstracted the above property.
- This plat lies wholly within Fort Bend Subdivision District, Fort Bend County Drainage District, Lamar Consolidated L.S.D. and the City Limits of Rosenberg, and Fort Bend County.
- BRAZOS PLAZA PARTIAL REPLAT NO. 2 Lies within Unshaded Zone "X" as per Flood Insurance Rate Map, Community Panel Number 480232 0245 L, Dated April 2, 2014.
- Approval of this plat will expire one year from the City Council Approval if not recorded in the Real Property Records of the County of Fort Bend.
- There are no pipelines nor pipeline easements within the limits of the subdivision.
- Five-eighths inch (5/8") iron rods three feet (3') in length are set on all perimeter boundary corners, all angle points, all points of curvature and tangency, and all block corners, unless otherwise noted.
- The minimum slab elevation shall be 96.5', twelve inches (12") above the 100-year flood plain elevation and maximum ponding elevation, eighteen inches (18") above natural ground, or twelve inches (12") above the top of curb at the front of the Reserve, whichever is higher.
- All lots shall have a minimum of five (5) foot side building line unless otherwise shown.
- 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 is to certify that the City Council of the City of Rosenberg, Texas has approved this plat and subdivision of BRAZOS PLAZA PARTIAL REPLAT NO. 2 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 _____, 2015.

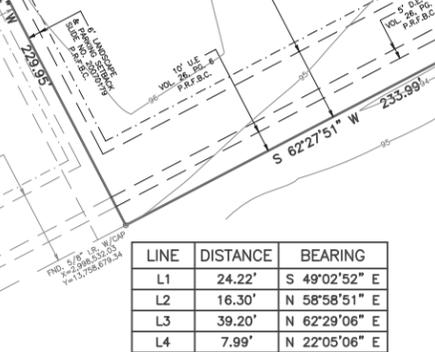
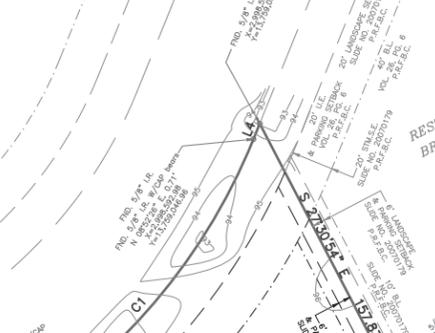
Vincent M. Morales, Jr., Mayor
Linda Cernosek, City Secretary

I, Laura Richard, 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 ___ day of _____, 2015 at ___ o'clock ___ m., in slide numbers _____ of the plat records of Fort Bend County, Texas.

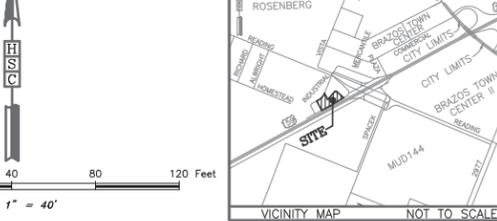
Witness my hand and seal of office, at Richmond, Texas. The day and date last above written.

Laura Richard
County Clerk Fort Bend County, Texas

By: _____
Deputy



CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	285.00	40°24'00"	200.96	104.86	N 42°17'06" E	196.82



- NOTES CONTINUED:
- This plat lies within Fort Bend County Lighting Ordinance Zone No. LZ3.
 - All easements are centered on lot lines unless otherwise indicated.
 - The Coordinates shown hereon are Texas State Plane Coordinates, South Central Zone (Grid NAD 83) and may be brought to surface by applying the following combined scale factor of 0.99996563.
 - Sidewalks shall be built or caused to be built through restrictive covenants within all road rights-of-way dedicated to the public.
 - Site plans shall be submitted to the City of Rosenberg for staff review and approval prior to construction. Driveway requirements for the locations, widths and offset from an intersection and any existing driveways or proposed driveways, shall conform to the design standards of the City of Rosenberg.

- NOTES CONTINUED:
- No owner of the land subject to an easement may place, build or construct any permanent building, structure or obstruction of any kind over, under or upon the easement, provided that such owner may cross or cover the easement with a paved driveway/parking lot under the following conditions: the driveway shall be jointed at the boundary line of the easement to limit the amount of paving that must be removed to provide access and there shall be no obligation of the City to replace/repair any paving removed in the exercise of this easement.
 - Subject to Restrictive Covenants as set out in Volume 26, Page 6, Slide Nos. 20070179 & 20110039 P.R.F.B.C. and F.B.C.C.F. Nos. 2007110880 & 2008017972.
 - Subject to an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upwards, located adjacent thereto (Vol. 26, Pg. 6 P.R.F.B.C.)
 - Reserve "A" is denied access to U.S Highway 59 (Vol. H, Pg. 421 of the Civil Minutes of Fort Bend County and Vol. 26, Pg. 6 P.R.F.B.C.)
 - Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204), derived from CORS site TXR0.
 - Subject to the West Fort Bend Management District Standards.
 - West Fort Bend Management District requires a Tree Survey and Tree Preservation Plan and the issuance of a Site Clearing Permit and/or Heritage Tree Removal Permit, as applicable, prior to removal of any trees from property.
 - The City of Rosenberg, agent for West Fort Bend Management District, shall be notified prior to any site clearing or construction.
 - Site Plans shall be submitted to the City of Rosenberg, agent for West Fort Bend Management District, for staff review and approval prior to construction.
 - This Plat was prepared to meet West Fort Bend Management District Requirements.
 - Subject to the terms, conditions and stipulations of that certain Declaration of Reciprocal Easement and Restrictive Covenants for Brazos Plaza recorded under F.B.C.C.F. No. 2007110880.
 - Subject to the terms, conditions and stipulations of that certain Cross Access Easement Agreement recorded under F.B.C.C.F. No. 2008017972.

BRAZOS PLAZA PARTIAL REPLAT NO. 2
A SUBDIVISION OF 2.5532 ACRES OF LAND OUT OF ROBERT E. HANDY SURVEY, ABSTRACT NUMBER 187 CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS BEING A REPLAT OF RESTRICTED RESERVE "C" BRAZOS PLAZA SLIDE NO. 20070179 P.R.F.B.C. & BEING A REPLAT OF RESTRICTED RESERVE "F" BRAZOS PLAZA PARTIAL REPLAT NO. 1 SLIDE NO. 20110039 P.R.F.B.C.
1 RESERVE, 1 BLOCK
REASON FOR THE REPLAT: TO COMBINE RESERVES TO CREATE ONE RESERVE

OWNERS:
READING GW, LTD
12651 Briar Forest, Suite 300
Houston, Texas 77077
(713) 789-4443

ENGINEER
MOMENTUM
ENGINEERING+SURVEYING
12651 BRIAR FOREST, SUITE 151 HOUSTON, TEXAS 77077
(tel) 281-741-1998 (fax) 281-741-2068

PREPARED BY:
HOVIS SURVEYING COMPANY

Land Surveys - Computer Mapping
5000 Gabbage - Spring, Texas 77379
(281) 320-9591 hovis@hovisurveying.com
Acreage - Residential - Industrial - Commercial
Texas Firm Registration No. 10030400

DATE: JANUARY 21, 2015 SCALE: 1" = 40' JOB NO. 07-008-60

PLANNING COMMISSION MEETING MINUTES

DRAFT

On this the 18th day of February 2015, 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	Executive Director of Community Development
Charles Kalkomey	City Engineer
Janet Eder	Secretary II

OTHERS PRESENT

Mary M. McKenzie	Hovis Surveying Company
Christian Lentz	Kendig Keast Collaborative
Laura Walker	Kendig Keast Collaborative
Les Kilday	Kilday Operating LLC
Dick Kilday	Kilday Operating LLC

CALL TO ORDER

Chairperson Pavlovsky called the meeting to order at 4:01 p.m.

AGENDA

1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF JANUARY 21, 2015.

Action Taken: Commissioner Casias moved, seconded by Commissioner Parsons, to approve the minutes of the Regular Planning Commission Meeting of January 21, 2015, as written. The motion carried unanimously.

2. HOLD PUBLIC HEARING ON A SHORT FORM FINAL PLAT OF BRAZOS PLAZA PARTIAL REPLAT NO. 2, A SUBDIVISION OF 2.5532 ACRES OF LAND OUT OF THE ROBERT E. HANDY SURVEY, ABSTRACT NUMBER 187 CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS BEING A REPLAT OF RESTRICTED RESERVE "C" BRAZOS PLAZA SLIDE NO. 20070179 P.R.F.B.C. & BEING A REPLAT OF RESTRICTED RESERVE "F" BRAZOS PLAZA PARTIAL REPLAT NO. 1 SLIDE NO. 20110039 PLAT RECORDS, FORT BEND COUNTY, TEXAS; CONTAINING 1 RESERVE AND 1 BLOCK.

Executive Summary: The Short Form Final Plat of Brazos Plaza Partial Replat No. 2 is a proposed replat consisting of 2.5532 acres and only one (1) commercial reserve. The property is located on the north side of US59/ I-69, slightly southwest of its intersection with Reading Road. The tract is in the City Limits and in the West Fort Bend Management District (District) and therefore will be subject to the District's standards when developed.

Because this is a replat of a previous subdivision, a public hearing is required per state law and the City's "Subdivision" Ordinance. That being said, staff recommends holding the hearing prior to the Planning Commission taking action on the Plat in a subsequent Agenda item.

Chairperson Pavlovsky opened the public hearing at 4:01 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:01 p.m.

3. CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF BRAZOS PLAZA PARTIAL REPLAT NO. 2, A SUBDIVISION OF 2.5532 ACRES OF LAND OUT OF THE ROBERT E. HANDY SURVEY, ABSTRACT NUMBER 187 CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS BEING A REPLAT OF RESTRICTED RESERVE "C" BRAZOS PLAZA SLIDE NO. 20070179 P.R.F.B.C. & BEING A REPLAT OF RESTRICTED RESERVE "F" BRAZOS PLAZA PARTIAL REPLAT NO. 1 SLIDE NO. 20110039 PLAT RECORDS, FORT BEND COUNTY, TEXAS; CONTAINING 1 RESERVE AND 1 BLOCK.

Executive Summary: As discussed in the prior agenda item, the Short Form Final Plat of Brazos Plaza Partial Replat No. 2 is a proposed replat consisting of 2.5532 acres and only one (1) commercial reserve. The property is located on the north side of US59/I-69, slightly southwest of its intersection with Reading Road. The tract is in the City Limits and in the West Fort Bend Management District (District) and therefore will be subject to the District's standards when developed. It has frontage on US59/I-69, but will only have access from Industrial Parkway.

The purpose of the replat in this case is simply to remove a property line between two (2) reserves, creating one (1) reserve instead of two (2). It has been submitted as a Short Form Final Plat, eliminating the necessity to submit a Preliminary Plat, because it does not require the extension of any streets or utilities. There being no issues in conflict with the "Subdivision" Ordinance, staff recommends that the Planning Commission recommend approval to City Council of the Short Form Final Plat of Brazos Plaza Partial Replat No. 2.

Key Discussion:

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

Action Taken: Commissioner Parsons moved, seconded by Commissioner Casias to recommend approval to City Council of the Short Form Final Plat of Brazos Plaza Partial Replat No. 2, a subdivision of 2.5532 acres of land out of the Robert E. Handy Survey, Abstract Number 187 City of Rosenberg, Fort Bend County, Texas being a replat of Restricted Reserve "C" Brazos Plaza Slide No. 20070179 P.R.F.B.C. & being a replat of Restricted Reserve "F" Brazos Plaza Partial Replat No. 1 Slide No. 20110039 Plat Records, Fort Bend County, Texas; containing 1 reserve and 1 block. The motion carried unanimously.

4. REVIEW AND DISCUSS A PRESENTATION BY KILDAY OPERATING, LLC, REGARDING CAMPANILE AT SEABOURNE CREEK, AND TAKE ACTION AS NECESSARY.

Executive Summary: Les Kilday of Kilday Operating, LLC, has requested the opportunity to have a discussion with the Planning Commission regarding a proposed senior, multi-family development to be located off of Reese Road between I-69 and FM 2218. A vicinity map is attached for reference. The property consists of approximately 9.8 acres for which 132 units are proposed.

As of the time of this report, only the attached preliminary site plan has been provided; a more detailed site plan would be required at a later time for staff to review. The proposal would meet the City requirement of having no more than fourteen (14) units per acre. However, it would not meet the parking requirement beginning at four (4) spaces per unit. The ordinance does not distinguish between parking for standard and senior multi-family developments likely because, absent a development agreement, the City cannot restrict the age of residents within a development; therefore there would likely have to be a Planned Unit Development (PUD) agreement in place for the development to go forward. Such an agreement would require input from the Planning Commission and approval by City Council. It should also be noted that the property falls within the boundaries of the West Fort Bend Management District (District) and therefore would be subject to the District's standards.

The developer will be requesting a resolution of support for the project from City Council and requests feedback from the Planning Commission at this time. This would be a "tax credit" project through the Texas Department of Housing and Community Affairs, similar to Brazos Senior Villas located at 5801 Reading Road.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Mr. Tanner introduced Les Kilday of Kilday Operating, LLC.
- Mr. Kilday stated that Kilday Operating Company is family-owned, and that the Company has been in business for over 40 years. The Kilday's are partner developers, with 20 years' experience in tax credit development. The Kildays have developed, owned and/or consulted various cities with family and senior-only developments. Mr. Kilday explained that the purpose for attending the Planning Commission meeting was to propose a development for the Rosenberg area. Kilday Operating Company owns Brazos Senior Villas, a senior development, located at FM 2218 and Reading Road. Brazos Senior Villas began leasing in 2012, and the community has been full for two years, with a waiting list of future residents. Due to the demand for senior living in the area, Kilday Operating Company proposes another development similar to



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
H	Final Plat of Summer Lakes Section Seven

ITEM/MOTION

Consideration of and action on a Final Plat of Summer Lakes Section Seven, being a subdivision of 23.85 acres out of the W.M. Lusk Survey, A-276, in the City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 144); 53 lots, 5 blocks, 10 reserves (7.2560 acres).

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. Final Plat of Summer Lakes Section Seven
2. Revised Land Use and Parcel Plan for MUD No. 144 PUD – 11-01-11
3. Planning Commission Meeting Minute Excerpt – 11-19-14
4. Planning Commission Meeting Minute Excerpt – 06-18-14

MUD #: 144 (Summer Lakes/
Waterford Park)

APPROVALS

Submitted by:

Travis Tanner
Travis Tanner, AICP
Executive Director of
Community Development

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Final Plat of Summer Lakes Section Seven is located off of Reading Road and Round Lake Drive in the eastern portion of the Summer Lakes development. The Plat consists of 23.85 acres, 53 residential lots, and ten (10) reserves with a total of 7.256 acres.

The proposed Plat contains 21 sixty-foot (60') lots and 32 seventy-foot (70') lots. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan, which is attached for reference, identifies the area of the Plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots comfortably meet these requirements. The Planning Commission approved the Preliminary Plat of this subdivision on June 18, 2014. The Commission subsequently recommended approval to City Council of the Final Plat on November 19, 2014.

The Final Plat of Summer Lakes Section Seven is not in conflict with any applicable regulations, with the Development Agreement for Fort Bend County MUD No. 144, or with the approved Preliminary Plat. That said, staff recommends approval of the Final Plat of Summer Lakes Section Seven.

STATE OF TEXAS
COUNTY OF FORT BEND

We, Forestar (USA) Real Estate Group, Inc., a Delaware Corporation (successor-by-merger to Summer Creek Development, Ltd., a Texas limited partnership), acting by and through Thomas H. Burleson, Executive Vice-President, owners of the 23.92 acre tract described in the above and foregoing map of Summer Lakes Section Seven, do hereby make and establish said subdivision and development plot of said property according to all lines, dedications, restrictions, reservations or other matters and hereby dedicate to the use of the public forever, all streets (except those streets designated as private 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, successors 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 five feet (5' 0") for twenty feet (20' 0") ground easements or seven feet (7' 0") for sixteen feet (16' 0") ground easements from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") 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 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 the ground level upward, located adjacent to and adjoining said public utility easements that are designated 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-back ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated 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 (or the placement of mobile homes) and shall be restricted for some 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 Summer Lakes, Section Five 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.

We further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will conform with the present and future growth needs of the City and the County; we, our successors and assigns hereby waive any claim, damage, or cause of action that we may have as a result of the dedication or exactions made herein.

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.

IN TESTIMONY WHEREOF, Forestar (USA) Real Estate Group, Inc., a Delaware Corporation, has caused these presents to be signed by Thomas H. Burleson, Executive Vice-President, hereunto authorized this ____ day of _____, 2014.

OWNER

Forestar (USA) Real Estate Group, Inc.,
a Delaware Corporation
(Successor by merger to Summer Creek Development, Ltd.,
a Texas limited partnership)

By: Thomas H. Burleson, Executive Vice-President

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Thomas H. Burleson, Executive Vice-President of Forestar (USA) Real Estate Group, Inc., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2014.

Notary Public in and for the State of TEXAS

GENERAL NOTES

- (1) One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets in subdivisions where such streets abut adjacent acreage. The condition of such dedication being that when the adjacent property is subdivided or resubdivided 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 dedicant, his heirs, assigns, or successors.
(2) B.L. indicates Building Line.
F.B.C.C.F. NO. indicates Fort Bend County Clerk's File Number
F.B.C.P.R. indicates Fort Bend County Plat Records
P.U.D. indicates Planned Unit Development.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.T.M.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
W.L.E. indicates Waterline Easement.
(3) All lots shall be restricted to single family residential use.
(4) All easements are centered on lot lines unless otherwise noted.
(5) The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor of 0.999869565.
(6) Bearings shown hereon refer to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
(7) TBM indicates temporary benchmark.
(8) Elevations used for delineating contour lines are based upon U.S.C. & G.S. Datum, NVD-88 (1991 Adj).
(9) This plat was prepared to meet City of Rosenberg and Fort Bend County and "MUD 144 P.U.D." requirements (10-26-2011).
(10) 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.
(11) There are no pipelines nor pipeline easements within the limits of the subdivision.
(12) Five-eighths inch (5/8") iron rods three feet (3') in length are set on all perimeter boundary corners, all angle points, all points of curvature and tangency, and all block corners, unless otherwise noted.
(13) The minimum slab elevation shall be 91.00 feet, twelve inches (12") above the 100-year flood plain elevation and maximum ponding elevation, eighteen inches (18") above the natural ground, or twelve inches (12") above the top of curb at the front of the lot, whichever is higher.
(14) All lots shall have a minimum of five (5) foot side building line.
(15) 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.
(16) Sidewalks shall be built or caused to be built through restrictive covenants within all road right-of-ways dedicated to the public.
(17) Terms and provisions of that certain Waiver Agreement dated January 1, 2005 recorded under Fort Bend County Clerk's File No. 2005009668 and amended in F.B.C.C.F. No. 2007015282.
(18) Side building lines for 50' Rights-of-way on a corner lot are 20 feet and side building line for 60' Rights-of-way on a corner lot are 15 feet as approved in accordance with the Summer Lakes, General Plan. At the approval of the General Plan it was agreed that every effort would be made to comply with the 20' requirement; however, it was noted and agreed at that time that certain lots, such as those mentioned herein, may not comply and those would be kept to a minimum.
(19) Variance for 50' ROW's in lieu of 60' ROW's and front building setbacks of 30' in lieu of 25' as approved in the regular Rosenberg City Council meeting on September 16, 2003.
(20) This plat lies within Fort Bend County Lighting Ordinance Zone No. L22.
(21) A project benchmark will be installed and documented per City of Rosenberg requirements prior to final acceptance of streets.
(22) All of the property subdivided in the foregoing plat is wholly within the Incorporated Limits of the City of Rosenberg, Texas.
(23) This subdivision is within the City of Rosenberg, Lamar Consolidated Independent School District, Fort Bend County MUD 144, Fort Bend County Subdivision District, Fort Bend County Drainage District, and Fort Bend County Taxing Jurisdictions.
(24) All side lot lines are either perpendicular or radial to street frontage unless otherwise noted.
(25) This plat was prepared from information furnished by Old Republic National Title Insurance Company, G.F. No. H1075187, effective October 2, 2014. The surveyor has not abstracted the above property.

I, Charles Kennedy, Jr., am authorized under the laws of the State of Texas to practice the profession of 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 and that all boundary corners, angle points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes and a length of not less than three (3) feet.

Charles Kennedy, Jr., Registered Professional Land Surveyor
Texas Registration No. 5708

This is to certify that the City Planning Commission of the City of Rosenberg, Texas has approved this plat and subdivision of SUMMER LAKES, SECTION SEVEN 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 _____, 2014.

By: Pete Pavlovsky, Chairman
By: Wayne Poldrack, Secretary

This is to certify that the City Council of the City of Rosenberg, Texas has approved this plat and subdivision of SUMMER LAKES, SECTION SEVEN, 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 _____, 2014.

By: Vincent M. Morales, Jr., Mayor
By: Linda Cernosek, City Secretary

IN TESTIMONY WHEREOF, the Fort Bend County Municipal Utility District No. 144, has caused these presents to be signed by Scott Maham, President and Ronald Thomas, Secretary, thereunto authorized, this ____ day of _____, 2014.

OWNER
Fort Bend County Municipal Utility District No. 144
a political subdivision of the State of Texas

By: Scott Maham, President

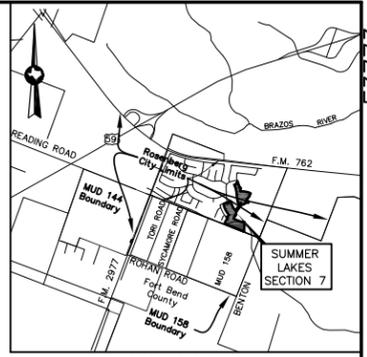
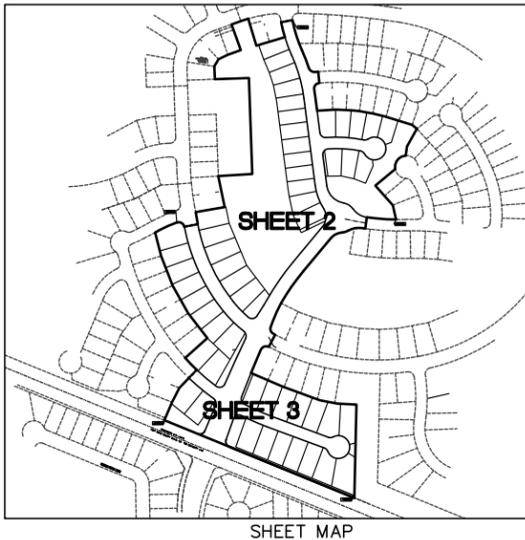
Attest: Ronald Thomas, Secretary

STATE OF TEXAS
COUNTY OF HARRIS

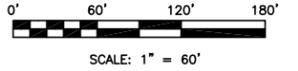
BEFORE ME, the undersigned authority, on this day personally appeared Scott Maham, President and Ronald Thomas, Secretary, Harris County Municipal Utility District known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2014.

Notary Public in and for the State of Texas
My Commission expires: _____



VICINITY MAP
N.T.S. KEYMAP#606T



SCALE: 1" = 60'

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (UNSHADED), DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YR FLOOD PLAIN, AS DEPICTED ON FLOOD INSURANCE RATE MAP NO. 48157C0265 L, DATED APRIL 2, 2014 ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, BASED ON A SCALED LOCATION OF THE SUBJECT PROPERTY ON THE REFERENCED MAP ON PAGES 1 & 2, HEREIN.

BENCH MARK: NGS W 865, DISK 0.6 MILES EAST OF CRABB, 0.6 MILES EAST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT CRABB, FORT BEND COUNTY, NEAR MILE POLE 58, OPPOSITE RAILROAD BRIDGE 58 A, AT A CONCRETE BRIDGE ON PAVED ROAD PARALLELING THE TRACK, IN TOP OF THE SOUTH WALL, 2.2 FEET WEST OF THE EAST END, 22 FEET SOUTH OF THE CENTERLINE OF THE ROAD, 1.5 FEET HIGHER THAN THE ROAD.
ELEVATION = 81.66 FEET, NGVD 29

PROJECT TBM: SQUARE CUT ON BACK OF CURB AT NOSE OF ESPLANADE AT THE EXISTING EASTERLY END OF READING ROAD AT THE WEST RIGHT-OF-WAY LINE OF F.M. 2977.
ELEVATION = 95.80 FEET, NGVD 29

STATE OF TEXAS
COUNTY OF FORT BEND

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 _____, 2014, at _____ o'clock _____ M., in Plot Number(s) _____ 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

SUMMER LAKES SECTION SEVEN

BEING A SUBDIVISION OF 23.92 ACRES OUT OF THE W.M. LUSK SURVEY, A-276 IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS.

(FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144)

53 LOTS 5 BLOCKS 8 RESERVES (7.4454 ACRES)

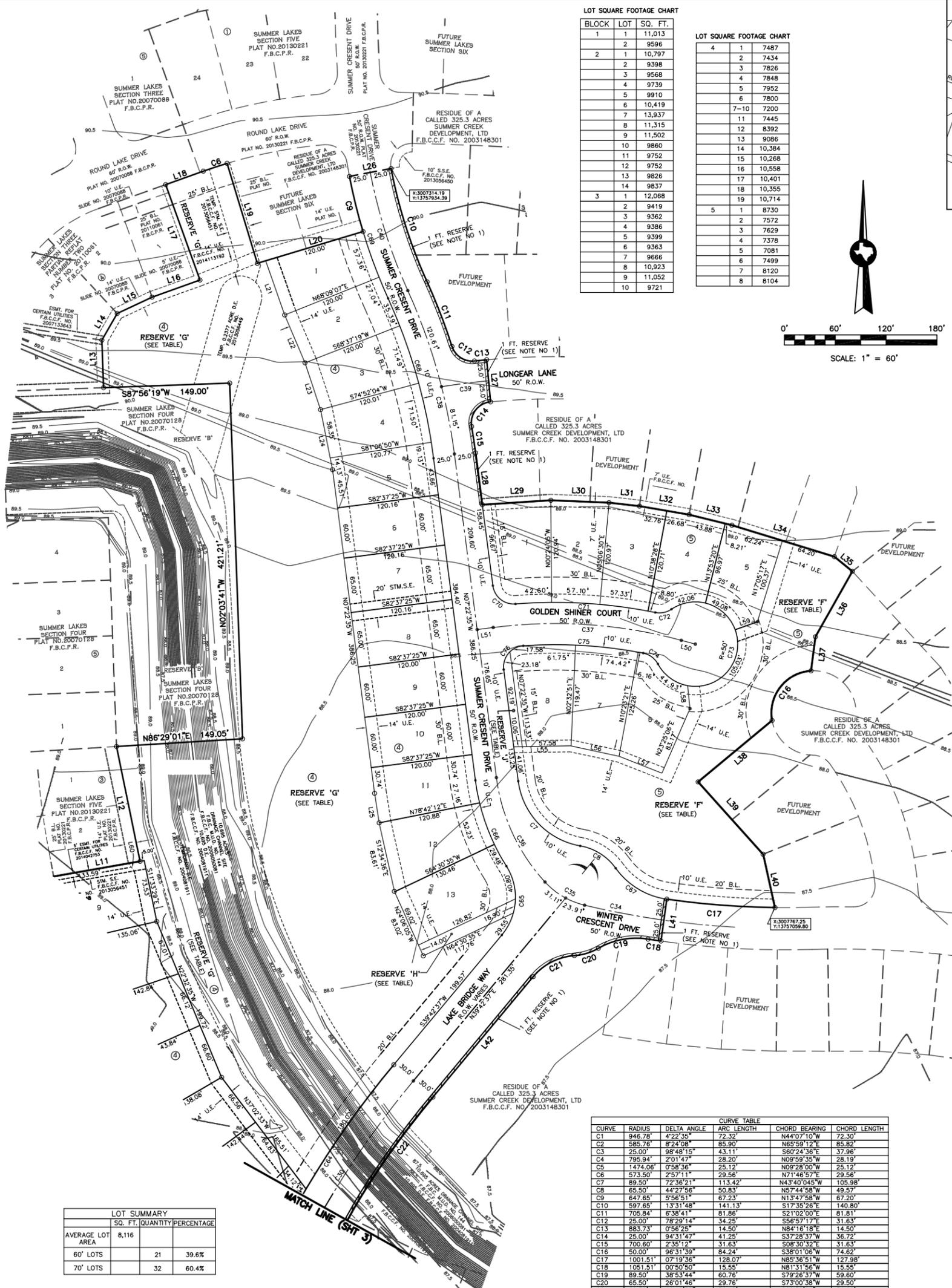
OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
1500 CITY WEST BLVD.
HOUSTON, TEXAS 77042
PHONE: (713) 783-0308
FAX: (713) 783-0704

OCTOBER 24, 2014



10555 Westoffice Drive
Houston, Texas 77042
713.784.4500
EHRAinc.com
TBPE No. F726
TBPLS No. 10092300

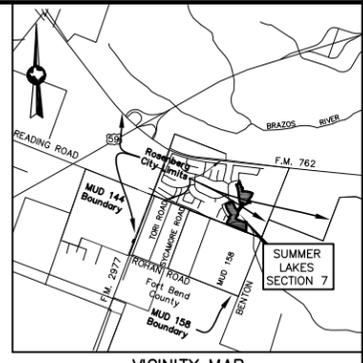


LOT SQUARE FOOTAGE CHART

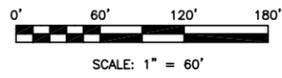
BLOCK	LOT	SQ. FT.
1	1	11,013
2	2	9596
2	1	10,797
2	3	9568
4	4	9739
5	5	9910
6	6	10,419
7	7	13,937
8	8	11,315
9	9	11,502
10	10	9860
11	11	9752
12	12	9752
13	13	9826
14	14	9837
3	1	12,068
2	2	9419
3	3	9362
4	4	9386
5	5	9399
6	6	9363
7	7	9666
8	8	10,923
9	9	11,052
10	10	9721

LOT SQUARE FOOTAGE CHART

4	1	7487
2	2	7434
3	3	7826
4	4	7848
5	5	7952
6	6	7800
7-10	7200	
11	11	7445
12	12	8392
13	13	9066
14	14	10,384
15	15	10,268
16	16	10,558
17	17	10,401
18	18	10,355
19	19	10,714
5	1	8730
2	2	7572
3	3	7629
4	4	7378
5	5	7081
6	6	7499
7	7	8120
8	8	8104



VICINITY MAP
N.T.S. KEYMAP#606T



LINE	BEARING	DISTANCE
L1	N27°55'10"E	85.86'
L2	N27°07'18"E	70.35'
L3	N43°14'32"E	109.94'
L4	N48°04'08"E	130.00'
L5	N37°28'18"W	137.96'
L6	N29°19'47"W	139.07'
L7	N27°14'28"W	138.07'
L8	N14°29'14"W	108.29'
L9	N61°47'09"E	18.82'
L10	N78°59'31"E	60.00'
L11	N80°02'43"E	128.59'
L12	S11°33'29"E	138.71'
L13	S02°03'41"E	58.28'
L14	N29°48'41"E	36.33'
L15	N64°47'45"E	45.54'
L16	S70°18'21"W	60.00'
L17	N19°41'39"W	47.17'
L18	S70°18'21"W	120.00'
L19	N16°46'24"W	123.58'
L20	S73°13'56"W	130.33'
L21	N11°15'27"W	72.48'
L22	N18°15'04"W	58.38'
L23	S22°58'30"W	61.44'
L24	N19°18'50"W	72.48'
L25	N73°13'56"W	120.00'
L26	N79°10'28"E	50.00'
L27	S05°15'29"E	50.00'
L28	S07°22'35"E	61.80'
L29	N86°19'22"E	81.04'
L30	S87°39'50"E	68.70'
L31	S87°28'34"E	36.24'
L32	S80°11'25"E	59.44'
L33	S76°04'27"E	52.09'
L34	S72°54'43"E	126.44'
L35	S50°40'53"E	27.51'
L36	S29°23'43"W	88.85'
L37	S07°24'12"W	40.60'
L38	S50°12'00"W	113.66'
L39	S41°52'20"E	115.25'
L40	S12°23'20"E	64.33'
L41	S07°56'25"W	50.00'
L42	S39°42'37"W	185.22'
L43	S20°26'10"W	26.17'
L44	S27°38'19"W	60.00'
L45	S66°42'20"E	149.54'
L46	S69°45'45"E	173.84'
L47	S79°04'20"E	77.54'
L48	S87°04'07"E	84.56'
L49	S74°48'36"E	17.10'
L50	S82°37'25"W	19.08'
L51	S32°15'31"W	55.82'
L52	S58°29'38"E	36.74'
L53	N76°50'41"E	27.47'
L54	N89°06'42"E	67.65'
L55	S77°48'52"E	57.91'
L56	S68°30'14"E	54.45'
L57	N05°46'54"W	27.37'
L58	N70°08'03"E	27.89'
L59	N37°47'50"W	11.31'

LOT SUMMARY			
AVERAGE LOT AREA	SQ. FT.	QUANTITY	PERCENTAGE
60' LOTS	8,116	21	39.6%
70' LOTS		32	60.4%

RESERVE TABLE			
RESERVE	RESTRICTED TO	ACREAGE	SQUARE FEET
A	LANDSCAPE	0.5073	22,100
B	LANDSCAPE	0.2942	12,813
C	LANDSCAPE	0.0318	1,387
D	LANDSCAPE	0.1365	5,944
E	LANDSCAPE	0.1499	6,529
F	LANDSCAPE AND RECREATION	1.3365	58,218
G	LANDSCAPE, RECREATION, DRAINAGE, DETENTION	4.9917	217,439
H	LANDSCAPE	0.0394	1,718
I	LANDSCAPE	0.0292	1,271
J	LANDSCAPE	0.0245	1,067

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	946.78'	42°22'08"	72.30'	N44°07'00"W	72.30'
C2	585.76'	87°24'08"	85.90'	N65°59'12"E	85.82'
C3	25.00'	98°48'15"	43.11'	S60°24'36"E	37.96'
C4	795.94'	2°01'47"	28.20'	N09°59'35"W	28.19'
C5	1474.06'	0°58'36"	25.12'	N09°28'00"W	25.12'
C6	573.50'	2°51'11"	29.56'	N71°46'57"E	29.56'
C7	89.50'	72°36'21"	113.42'	N43°40'04"W	105.98'
C8	65.50'	44°27'56"	50.83'	N57°44'58"W	49.57'
C9	647.65'	5°56'51"	67.23'	N13°47'58"W	67.20'
C10	597.65'	13°31'48"	141.13'	S17°35'26"E	140.80'
C11	703.84'	0°48'41"	81.66'	S21°02'00"E	81.61'
C12	25.00'	78°29'14"	34.25'	S56°57'17"E	31.63'
C13	883.73'	0°56'25"	14.50'	N84°16'18"E	14.50'
C14	25.00'	94°31'47"	41.25'	S37°28'37"W	36.72'
C15	700.60'	2°35'12"	31.63'	S08°30'32"E	31.63'
C16	50.00'	96°31'39"	84.24'	N38°01'06"W	74.62'
C17	1001.51'	0°19'36"	128.07'	N85°36'51"W	127.98'
C18	1051.51'	0°00'50"	15.55'	N81°31'56"W	15.55'
C19	89.50'	38°53'44"	60.76'	S79°26'37"W	59.60'
C20	65.50'	26°01'46"	29.78'	S73°00'58"W	29.50'
C21	69.50'	46°18'55"	58.24'	S62°52'00"W	54.66'
C22	1073.90'	6°53'46"	129.25'	S36°15'44"W	129.17'
C23	607.54'	12°22'41"	131.25'	S26°37'31"W	131.00'
C24	25.00'	82°17'37"	35.91'	S20°42'39"E	32.90'
C25	973.43'	0°30'28"	8.63'	S67°08'49"E	8.63'
C26	25.00'	94°21'10"	41.17'	S22°22'56"E	36.67'
C27	5548.61'	1°08'44"	110.95'	S22°42'32"W	110.95'
C28	971.78'	2°34'17"	396.97'	S58°00'36"E	394.21'
C29	6898.03'	3°39'52"	441.17'	S23°12'31"W	441.10'
C30	1103.90'	14°40'10"	182.63'	S32°23'23"W	281.86'
C31	513.30'	20°30'49"	138.34'	S38°23'36"W	171.83'
C32	825.94'	27°16'43"	393.23'	S24°38'50"E	389.53'
C33	1003.43'	3°33'56"	62.44'	S60°34'58"E	62.43'
C34	1026.51'	0°59'19"	95.35'	S79°17'33"E	95.32'
C35	92.18'	34°11'57"	58.02'	S52°38'54"E	54.21'
C36	226.11'	20°30'20"	138.34'	N48°43'15"E	136.20'
C37	568.73'	22°33'59"	224.00'	N86°05'36"W	222.55'
C38	680.84'	16°58'45"	201.76'	S15°51'58"W	201.02'
C39	858.73'	3°44'21"	56.04'	S87°52'20"W	56.03'
C40	622.65'	13°31'48"	147.03'	S17°35'26"E	146.69'
C41	25.00'	90°00'00"	39.27'	N67°17'11"E	35.36'
C42	25.00'	86°37'36"	37.80'	S24°24'01"E	34.30'
C43	25.00'	97°27'34"	42.52'	S68°39'01"W	37.58'
C44	25.00'	77°25'36"	33.78'	N15°41'34"W	31.27'
C45	996.78'	7°05'33"	123.39'	S66°00'58"E	123.31'
C46	946.78'	7°50'59"	129.71'	S69°47'15"E	129.61'
C47	25.00'	48°11'23"	21.03'	N45°37'03"W	20.41'
C48	50.00'	27°6'22'46"	241.19'	N20°17'15"E	66.67'
C49	25.00'	48°11'23"	21.03'	N86°11'34"E	20.41'
C50	28.00'	82°49'45"	36.14'	S22°22'56"E	33.08'
C51	25.00'	103°14'52"	45.05'	N75°19'17"E	39.20'
C52	946.78'	6°44'49"	111.49'	S49°40'52"E	111.43'
C53	996.78'	8°05'54"	140.89'	S50°21'25"E	140.77'
C54	8657.36'	0°47'42"	120.11'	S22°37'23"W	120.11'
C55	8657.36'	12°21'18"	219.84'	S24°23'50"W	219.83'
C56	5548.61'	21°54'54"	224.20'	S22°07'27"W	224.19'
C57	25.00'	77°13'54"	33.70'	N13°27'48"W	31.20'
C58	543.30'	13°47'34"	130.79'	N45°10'58"E	130.47'
C59	855.94'	27°16'43"	407.51'	S24°38'50"E	403.68'
C60	785.94'	25°13'28"	350.41'	S23°59'12"E	347.59'
C61	483.30'	11°13'06"	94.63'	S43°48'05"E	94.48'
C62	25.00'	98°22'51"	42.93'	N81°26'57"E	37.84'
C63	620.08'	2°40'57"	29.03'	N30°55'03"E	29.03'
C64	1133.90'	10°08'03"	200.56'	S34°38'50"E	200.30'
C65	69.50'	71°55'34"	81.25'	S03°44'50"W	81.63'
C66	251.11'	24°50'20"	108.86'	N19°47'47"W	108.01'
C67	89.50'	46°26'03"	72.53'	S56°44'01"E	70.56'
C68	655.84'	17°15'19"	197.51'	N15°50'32"W	196.77'
C69	647.65'	17°24'52"	151.63'	S17°35'26"E	151.28'
C70	25.00'	97°08'09"	38.02'	S03°44'50"W	34.86'
C71	593.73'	16°00'09"	165.83'	N86°30'40"W	165.29'
C72	25.00'	45°47'54"	19.98'	N78°35'28"E	19.46'
C73	50.00'	27°16'38"	241.10'	N13°49'50"E	66.73'
C74	25.00'	100°00'00"	35.22'	S52°23'48"W	21.50'
C75	543.73'	14°59'54"	142.33'	N82°27'38"W	141.93'
C76	25.00'	93°25'00"	40.76'	S39°19'55"W	36.39'

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (UNSHADED), 0.6 MILES EAST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT CRABB, FORT BEND COUNTY, NEAR MILE POLE 58, OPPOSITE RAILROAD BRIDGE 58 A, AT A CONCRETE BRIDGE ON PAVED ROAD PARALLELING THE TRACK, IN TOP OF THE SOUTH WALL, 2.2 FEET WEST OF THE EAST END, 22 FEET SOUTH OF THE CENTERLINE OF THE ROAD, 1.5 FEET HIGHER THAN THE ROAD.

BENCH MARK: NGS W 865, DISK 0.6 MILES EAST OF CRABB, 0.6 MILES EAST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT CRABB, FORT BEND COUNTY, NEAR MILE POLE 58, OPPOSITE RAILROAD BRIDGE 58 A, AT A CONCRETE BRIDGE ON PAVED ROAD PARALLELING THE TRACK, IN TOP OF THE SOUTH WALL, 2.2 FEET WEST OF THE EAST END, 22 FEET SOUTH OF THE CENTERLINE OF THE ROAD, 1.5 FEET HIGHER THAN THE ROAD.

PROJECT TBM: SQUARE CUT ON BACK OF CURB AT NOSE OF ESURFACE AT THE END OF READING ROAD AT THE WEST RIGHT-OF-WAY LINE OF F.M. 2977.

SUMMER LAKES SECTION SEVEN

BEING A SUBDIVISION OF 2392 ACRES OUT OF THE W.M. LUSK SURVEY, A-276 IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS.

(FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144)

53 LOTS 5 BLOCKS 8 RESERVES (7.4454 ACRES)

OWNER
FORESTAR (USA) REAL ESTATE GROUP, INC.
 1500 CITY WEST BLVD.
 HOUSTON, TEXAS 77042
 PHONE: (713) 783-0308
 FAX: (713) 783-0704

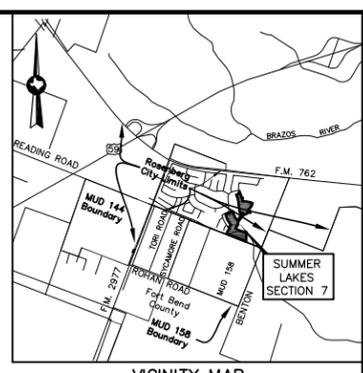
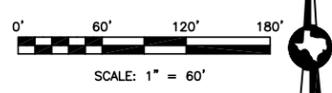
OCTOBER 24, 2014



10555 Westoffice Drive
 Houston, Texas 77042
 713.784.4500
 EHRInc.com
 TBP# No. F-76
 TPL# No. 10092900



LOT SUMMARY			
AVERAGE LOT AREA	SQ. FT.	QUANTITY	PERCENTAGE
60' LOTS	8,116	21	39.6%
70' LOTS		32	60.4%



VICINITY MAP
N.T.S. KEYMAP#606T

LINE	BEARING	DISTANCE
L1	N22°55'10"E	85.86'
L2	N27°07'18"E	70.35'
L3	N43°41'32"E	109.94'
L4	N48°04'08"E	130.00'
L5	N37°28'18"W	137.96'
L6	N29°19'47"W	139.07'
L7	N21°14'28"W	139.07'
L8	N14°20'14"W	106.29'
L9	N6°14'09"E	18.82'
L10	N78°59'31"E	60.00'
L11	N80°02'43"E	128.59'
L12	S11°33'29"E	138.71'
L13	S02°03'41"E	56.28'
L14	N29°48'41"E	36.33'
L15	N64°47'45"E	45.54'
L16	S70°18'21"W	60.00'
L17	N19°41'39"W	120.00'
L18	S76°18'21"W	47.17'
L19	N16°46'24"W	23.58'
L20	S73°13'36"W	130.33'
L21	N11°15'27"W	72.48'
L22	N18°15'04"W	58.38'
L23	N22°59'30"W	61.44'
L24	N15°18'50"W	72.48'
L25	N73°13'36"E	120.00'
L26	N79°10'28"E	50.00'
L27	S05°15'29"E	50.00'
L28	S07°22'35"E	61.80'
L29	N86°19'22"E	81.04'
L30	S87°39'50"E	68.70'
L31	S83°28'34"E	36.24'
L32	S80°11'25"E	59.44'
L33	S76°04'07"E	84.09'
L34	S72°54'43"E	126.44'
L35	S50°40'53"E	27.51'
L36	S29°23'43"W	88.85'
L37	S07°24'12"W	40.60'
L38	S30°12'00"W	113.66'
L39	S41°52'20"E	115.25'
L40	S12°23'20"E	64.33'
L41	S07°56'25"W	50.00'
L42	S39°42'37"W	185.22'
L43	S20°28'10"W	28.17'
L44	S27°38'19"W	60.00'
L45	S66°42'20"E	149.54'
L46	S69°42'45"E	173.84'
L47	S79°04'20"E	77.54'
L48	S87°04'07"E	84.60'
L49	S74°48'36"E	17.10'
L50	S82°37'25"W	19.08'
L51	S32°15'31"W	55.82'
L52	S58°29'38"E	36.74'
L53	N76°50'41"E	113.66'
L54	N89°06'42"E	67.65'
L55	S77°48'52"E	57.91'
L56	S68°30'14"E	54.45'
L57	N05°46'54"W	27.37'
L58	N10°08'19"W	37.89'
L59	N37°47'50"W	11.31'
L60		

LOT SQUARE FOOTAGE CHART		
BLOCK	LOT	SQ. FT.
1	1	11,013
1	2	9,596
2	1	10,797
2	2	9,398
3	3	9,568
4	4	9,739
5	5	9,910
6	6	10,419
7	7	13,937
8	8	11,315
9	9	11,502
10	10	9,860
11	11	9,752
12	12	9,752
13	13	9,826
14	14	9,837
3	1	12,068
3	2	9,419
3	3	9,362
4	4	9,386
5	5	9,399
6	6	9,363
7	7	9,666
8	8	10,923
9	9	11,052
10	10	9,721
4	1	7,487
4	2	7,434
3	3	7,826
4	4	7,848
5	5	7,952
6	6	7,800
7-10	7-10	7,200
11	11	7,445
12	12	8,392
13	13	9,086
14	14	10,384
15	15	10,268
16	16	10,558
17	17	10,401
18	18	10,355
19	19	10,714
5	1	8,730
2	2	7,572
3	3	7,629
4	4	7,378
5	5	7,081
6	6	7,499
7	7	8,120
8	8	8,104

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	946.78	4°22'35"	72.32	N44°07'10"W	72.30
C2	485.78	8°24'08"	85.82	N65°59'12"E	85.82
C3	25.00	98°48'15"	43.11	S60°24'36"E	37.96
C4	795.94	2°01'47"	28.20	N09°59'35"W	28.19
C5	1474.06	0°58'36"	25.12	N09°28'00"W	25.12
C6	573.50	2°57'11"	29.56	N71°46'57"E	29.56
C7	89.50	72°36'21"	113.42	N43°40'04"E	105.98
C8	65.50	44°27'56"	50.83	N57°44'58"W	49.57
C9	647.65	5°56'51"	67.23	N13°47'58"W	67.20
C10	597.65	1°31'48"	141.13	S17°35'26"E	140.80
C11	705.84	6°38'41"	81.86	S21°02'00"E	81.81
C12	25.00	78°29'14"	34.25	S65°57'17"E	31.63
C13	883.73	0°56'25"	14.50	N84°16'18"E	14.50
C14	25.00	94°31'47"	41.25	S37°28'37"W	36.72
C15	700.60	2°35'12"	31.63	S08°30'32"E	31.63
C16	50.00	96°31'39"	84.24	S38°01'08"W	74.62
C17	1001.51	0°19'36"	128.07	N85°36'51"W	127.98
C18	1051.51	0°05'50"	15.55	N81°31'56"W	15.55
C19	89.50	38°53'44"	60.76	S79°26'37"W	59.60
C20	65.50	26°01'46"	29.76	S73°00'38"W	29.50
C21	69.50	46°18'55"	56.18	S25°52'04"W	54.66
C22	1073.90	6°53'46"	129.25	S36°15'44"W	129.17
C23	607.54	12°22'41"	131.25	S26°37'31"W	131.00
C24	25.00	82°17'37"	35.91	S20°42'39"E	32.90
C25	973.43	0°30'29"	8.63	S67°06'42"E	8.63
C26	25.00	94°21'10"	41.17	S70°27'29"W	36.87
C27	5548.61	1°08'44"	110.95	S22°42'52"W	110.95
C28	971.78	2°32'17"	396.97	S58°00'36"E	394.21
C29	6898.03	3°39'52"	441.17	S23°12'51"W	441.10
C30	1103.90	14°40'10"	282.63	S32°27'32"E	281.86
C31	513.30	20°30'49"	183.80	N44°30'50"E	182.80
C32	825.94	27°16'43"	393.23	S24°38'50"E	389.53
C33	1003.43	3°33'56"	62.44	S60°34'58"E	62.43
C34	1026.51	0°51'19"	95.35	S79°17'33"E	95.32
C35	92.18	34°11'57"	55.07	S59°31'54"E	54.21
C36	228.11	35°03'20"	136.34	N48°40'00"E	136.20
C37	568.73	22°33'59"	224.00	N86°05'36"W	222.55
C38	680.84	16°58'45"	201.76	S15°51'58"W	201.02
C39	858.73	3°44'21"	56.04	S82°52'20"W	56.03
C40	622.65	1°31'48"	147.03	S17°35'26"E	146.69
C41	25.00	90°00'00"	39.27	N67°17'11"E	35.38
C42	25.00	86°37'36"	37.80	S24°24'01"E	34.30
C43	25.00	97°27'34"	42.52	S68°39'01"W	37.58
C44	25.00	77°25'36"	33.78	N15°41'34"W	31.27
C45	996.78	7°05'33"	123.39	S66°09'58"E	123.31
C46	946.78	8°24'08"	129.71	S65°59'12"E	129.61
C47	25.00	48°11'23"	21.03	N45°37'03"W	20.41
C48	50.00	27°22'46"	24.19	N20°17'15"E	66.67
C49	25.00	48°11'23"	21.03	N86°11'34"E	20.41
C50	25.00	82°49'45"	36.14	S20°26'53"E	33.08
C51	25.00	103°14'52"	45.05	N70°19'17"E	39.20
C52	946.78	6°44'49"	111.49	S49°40'52"E	111.43
C53	996.78	8°05'54"	140.89	S50°21'25"E	140.77
C54	8657.36	0°47'42"	120.11	S22°37'23"W	120.11
C55	8657.36	1°27'18"	219.84	S24°23'30"W	219.83
C56	5548.61	2°18'54"	224.20	S22°07'22"W	224.19
C57	25.00	77°13'54"	33.70	N13°27'48"W	31.20
C58	543.30	13°47'34"	130.79	N45°10'58"E	130.47
C59	855.94	27°16'43"	407.51	S24°38'50"E	403.68
C60	795.94	25°13'28"	350.41	S25°35'27"E	347.59
C61	483.30	11°13'06"	94.63	S43°45'05"E	94.48
C62	25.00	98°22'51"	42.93	N81°26'57"E	37.84
C63	620.08	2°40'57"	29.03	S30°55'03"E	29.03
C64	1133.90	10°08'03"	200.56	S34°38'35"W	200.30
C65	69.50	71°55'34"	87.23	S50°40'00"E	81.63
C66	251.11	24°50'20"	108.86	N19°47'47"W	108.01
C67	89.50	46°26'03"	72.53	S58°44'01"E	70.56
C68	655.84	17°15'19"	197.51	N15°50'32"W	196.77
C69	647.65	13°24'52"	151.63	S17°31'58"E	151.28
C70	25.00	87°08'09"	38.07	S60°40'00"E	34.46
C71	593.73	16°00'09"	165.83	N86°30'40"W	165.29
C72	25.00	45°47'54"	19.98	N78°35'28"E	19.46
C73	50.00	27°16'38"	241.10	N13°49'50"E	66.73
C74	25.00	90°55'49"	22.20	N83°29'46"W	21.50
C75	543.73	14°59'54"	142.33	N85°27'39"W	141.93
C76	25.00	93°25'00"	40.78	S39°19'55"W	36.39

RESERVE	RESTRICTED TO	ACREAGE	SQUARE FEET
A	LANDSCAPE	0.5073	22,100
B	LANDSCAPE	0.2942	12,813
C	LANDSCAPE	0.0318	1,387
D	LANDSCAPE	0.1365	5,944
E	LANDSCAPE	0.1499	6,529
F	LANDSCAPE AND RECREATION	1.3365	58,218
G	LANDSCAPE, RECREATION, DRAINAGE, DETENTION	4.9917	217,439
H	LANDSCAPE	0.0394	1,718
I	LANDSCAPE	0.0292	1,271
J	LANDSCAPE	0.0245	1,067

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (UNSHADED), DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN, AS DAPYONED ON FLOOD INSURANCE RATE MAP NO. 48157C0265 L, DATED APRIL 2, 2014 ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, BASED ON A SCALED LOCATION OF THE SUBJECT PROPERTY ON THE REFERENCED MAP ON PAGES 2 & 3, HEREIN.

BENCH MARK: NGS W 865, DISK 0.6 MILES EAST OF CRABB, 0.6 MILES EAST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT CRABB, FORT BEND COUNTY, NEAR MILE POLE 58, OPPOSITE RAILROAD BRIDGE 58 A, AT A CONCRETE BRIDGE ON PAVED ROAD PARALLEL TO THE TRACK, IN TOP OF THE SOUTH WALL, 2.2 FEET WEST OF THE EAST END, 22 FEET SOUTH OF THE CENTERLINE OF THE ROAD, 1.5 FEET HIGHER THAN THE ROAD.

ELEVATION = 81.66 FEET, NGVD 29
PROJECT TBM: SQUARE CUT ON BACK OF CURB AT NOSE OF ESPLANADE AT THE EXISTING EASTERLY END OF READING ROAD AT THE WEST RIGHT-OF-WAY LINE OF F.M. 2977.
ELEVATION = 95.80 FEET, NGVD 29

SUMMER LAKES SECTION SEVEN

BEING A SUBDIVISION OF 23.92 ACRES OUT OF THE W.M. LUSK SURVEY, A-276 IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS.

(FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144)

53 LOTS 5 BLOCKS 8 RESERVES (7.4454 ACRES)

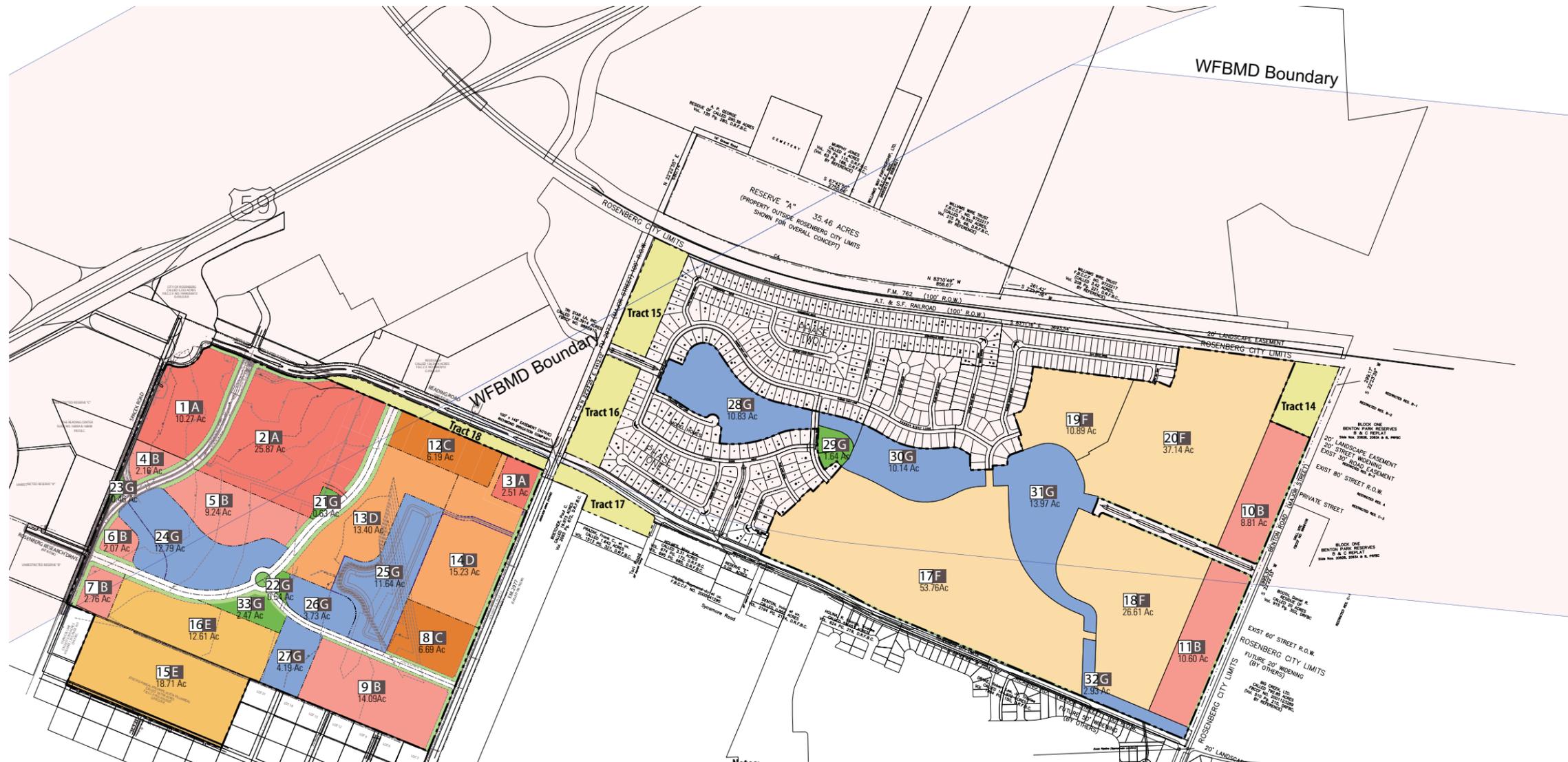
OWNER

FORESTAR (USA) REAL ESTATE GROUP, INC.
1500 CITY WEST BLVD.
HOUSTON, TEXAS 77042
PHONE: (713) 783-0308
FAX: (713) 783-0704

OCTOBER 24, 2014



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EHRAinc.com
BPE No. 1778
BPLS No. 10092900



Notes:

*Note 1: Tracts 14, 15, 16, 17 & 18 depicted on Exhibit "A" on the MUD 144 PUD (hereinafter referred to as "Limited Control Tracts") are included within the PUD boundary for the sole purpose of applying Exhibit "H", Exhibit "I" and Table "5" PUD standards to the Limited Control Tracts.

** Note 2: Tract 18 (depicted on Exhibit "A" of the MUD 144 PUD) is encumbered by easements (including but not limited to landscaping, signage, access and other easements) for the benefit of the "Adjacent Parcel" referred to as the "Summer Creek Subdivision Tract" (identified as Tract 1, 2, 3, 4 and 5 as depicted on Exhibit "A" to the MUD 144 PUD herof) filed under Fort Bend County Clerk's File No's 2006155450 and 2010079053 ("Easements"). A Benefitted Party of the Summer Creek Subdivision Tract shall be entitled to meet the requirements Exhibit "H", Exhibit "I" and Table "5" of the MUD 144 PUD in connection with and subject to said Easement rights on Tract 18.

*** Note 3: The ±2 acre difference between the PUD Tract total acreage and the Parcel sums listed on Exhibit B is attributable to a portion of Lake Commons Drive in Summer Lakes that is included in the Tract summary but excluded from the Land Use inventory.

Tract #	Tract Area Acres
14	4.56
15	6.2395
16	5.8758
17	3.78
18**	4.1667
	24.622 Acres

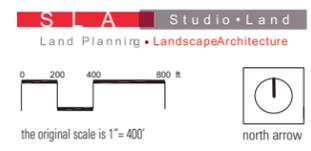
Land Use Key	Land Uses Permitted								Parcel Areas		
	SF	DUP	PH	TH	MF	COM	RET	CH		SCH	OPF*
A Commercial						✓	✓	✓	✓	✓	38.65
B Commercial/Residential	✓			✓		✓	✓	✓	✓	✓	49.74
C Multi-family/Commercial	✓				✓			✓	✓	✓	12.90
D Multi-family/Residential	✓				✓			✓	✓	✓	28.63
E Residential	✓	✓	✓	✓				✓	✓	✓	31.32
F Residential	✓		✓					✓	✓	✓	128.40
G Park Space/Detention								✓	✓	✓	75.96
											365.60 Acres

* OPF- Other public city, county, state & federal facilities
 CH-Church
 SCH-School

Parcel Key

Parcel Number
 Land Use Key

Land Use & Parcel Plan: Exhibit B



Fort Bend County Municipal Utility District No. 144 PUD
 SY1902
 April 8, 2010
 Revised June 18, 2010
 Revised July 22, 2010
 Revised October 26, 2011

- Mr. Tanner replied the section immediately south of this one will be the townhomes, recently approved with the Development Agreement amendment. To the northwest along Town Center Boulevard is a 20 acre tract that will be 55-foot lots.
- Commissioner Parsons requested to review a map of the overall development and asked Mr. Tanner to review those areas so the Commission has an idea what is left to develop.
- Mr. Tanner reviewed the map and pointed out areas already approved and platted and areas that have been designated for specific use in the Development Agreement but not yet platted.

Action Taken: Upon voting, the motion carried unanimously by those present.

4. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF RIVERS MIST SECTION TWO, BEING A SUBDIVISION OF 15.597 ACRES OUT OF THE WM. LUSK SURVEY, A-276, IN FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 158); 46 LOTS, 2 BLOCKS, 3 RESERVES (4.2658 ACRES).

Executive Summary: The Final Plat of Rivers Mist Section Two is located off of Furlison Drive, southwest of the intersection of Reading Road and Sorens Mist Boulevard. The proposed Plat is in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County MUD No. 158.

The proposed Plat consists of 15.597 acres, 46 lots, two (2) blocks, and three (3) reserves with a total of 4.2658 acres. All proposed lots are a minimum of sixty feet (60') in width. This is in accordance with the approved Land Plan for Rivers Mist dated May 2006. The Preliminary Plat of this subdivision was approved by the Planning Commission on August 20, 2014.

The proposed Final Plat meets all applicable regulations of the City of Rosenberg and is not in conflict with the Land Plan for Rivers Mist or with the approved Preliminary Plat. That said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Rivers Mist Section Two.

Key Discussion:

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

Action Taken: Commissioner Urbish moved, seconded by Commission Casias, to recommend approval to City Council of the Final Plat of Rivers Mist Section Two, being a subdivision of 15.597 acres out of the Wm. Lusk Survey, A-276, in Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 158); 46 lots, 2 blocks, 3 reserves (4.2658 acres). The motion carried unanimously by those present.

5. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF SUMMER LAKES SECTION SEVEN, BEING A SUBDIVISION OF 23.92 ACRES OUT OF THE W.M. LUSK SURVEY, A-276, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 53 LOTS, 5 BLOCKS, 8 RESERVES (7.4454 ACRES).

Executive Summary: The Final Plat of Summer Lakes Section Seven is located off of Reading Road and Round Lake Drive in the eastern portion of the Summer Lakes development. The Plat consists of 23.92 acres, 53 residential lots, and eight (8) reserves with a total of 7.4454 acres.

The proposed Plat contains 21 sixty-foot (60') lots and 32 seventy-foot (70') lots. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan, which is attached for reference, identifies the area of the Plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots comfortably meet these requirements. The Planning Commission approved the Preliminary Plat of this subdivision on June 18, 2014.

The Preliminary Plat of Summer Lakes Section Seven is not in conflict with any applicable regulations, with the Development Agreement for Fort Bend County MUD No. 144, or with the approved Preliminary Plat. That said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Summer Lakes Section Seven.

Key Discussion:

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

Action Taken: Commissioner Parsons moved, seconded by Commissioner Urbish, to recommend approval to City Council of the Final Plat of Summer Lakes Section Seven, being a subdivision of 23.92 acres out of the W.M. Lusk Survey, A-276, in the City of Rosenberg, in Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 144); 53 lots, 5 blocks, 8 reserves (7.4454 acres). The motion carried unanimously by those present.

6. REVIEW AND DISCUSS THE "SUBDIVISION" ORDINANCE AS IT PERTAINS TO PAVEMENT WIDTHS OF LOCAL/RESIDENTIAL STREETS, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: At the October 15th Planning Commission meeting, Commissioner Poldrack requested an Agenda item to revisit a discussion item regarding expanded residential street pavement widths.

Minute excerpts from previous Planning Commission and City Council discussions have been included for review. A memorandum dated February 22, 2010, from Charles Kalkomey, City Engineer, has also been included for reference on pavement widths with standard and mountable curb types.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary. At the time this issue was discussed by City Council and the Commission at a joint Workshop meeting in 2013, it was decided to leave the requirement as is. The requirements of other cities were reviewed as well as potential impediments to emergency access. Part of the issue was determined to be the driveway lengths and garage proximity to the front property lines resulting in parked vehicles in the streets. This item was requested for discussion at the last meeting.
- Commissioner Urbish stated that he was looking at the 27' pavement width and recalled the previous discussion recommended 30' pavement widths. Lawrence Street is 39' wide. The minutes show that expanded widths would result in an increase in the City's maintenance costs as well as to the developer's costs, though that is not a particular concern since developers will continue to come here. He also stated that the 30' width may not provide a full fire lane but would make for a more appealing subdivision. Looking at all the other cities going with the 27' width, it makes one wonder if this is the right move.
- Mr. Tanner replied that a larger pavement width is not necessarily a bad thing. The majority of cities using the 27' width is that it is intended that parking is allowed on one side of the street and the other lane would be available for emergency access.
- Councilor McConathy inquired if it would be unreasonable if our standard were, for example, 27' for fifty or so residences. As the subdivision size increases, the standard width would increase as well.
- Mr. Tanner replied that if someone already has an approved land plan, the vesting statute under state law allows them to develop under the laws in place at the time of approval. For future developments, that could be considered.
- Commissioner Parsons stated that he continues to recommend, based on the numbers of houses already platted under the old scheme and the number of those lots left, that the City continue to target higher value housing. For smaller lots to have narrower widths, that may encourage lower value houses on those small lots. The City does not currently have any regulations requiring parking on only one side of the street and if it did, it would be difficult to enforce. During the previous discussion, there was some debate over 30' widths compared to 36' widths. He is in favor of amending our standards to attract higher priced houses. There has been reluctance to amend our standards due to the fear that those changes would reduce opportunities for future development. Our focus is what we want Rosenberg to look like in 25 years and we should increase the pavement width requirement to 30'.
- Mr. Kalkomey replied that he believes the market saturation has reached a point where smaller lots are not a detriment as many people are looking at smaller lot sizes with larger, higher priced homes on those lots. The increased street width would increase the cost of the lot to the builder, which increases the cost of the house. Would it be preferable to allow 55' lots instead of 60' if the street widths are increased to 30' or 32'? He believes the concept is worth exploring and would recommend getting some developers into a meeting to discuss it and what the reception would be and if any trade-offs could be worked out.
- Commissioner Parsons replied that is a good argument. To add a foot and a half to each side of the street, what impact would that have on a 30-year house note?
- Mr. Kalkomey replied that is essentially 30 square yards of additional pavement and the cost of concrete roads is about \$60 per square yard so the increase would be about \$1,200. The developer would be looking at a loss of about \$10,000-12,000 loss per lot.
- Commissioner Parsons replied that he is not concerned about the cost to the developer. What is the increase in cost to the buyer?
- Mr. Kalkomey replied that the average buyer will likely not care or notice the street width so it would not be a useful sales tool to present to potential buyers.

SUBDIVISION OF 8.670 ACRES OF LAND LOCATED IN THE JAMES LOWERY 1/3 LEAGUE, A-275, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, ALSO BEING A PARTIAL REPLAT OF RESERVE "A-2", BLOCK 1, BAYOU CROSSING SECTION TWO PARTIAL REPLAT NO. ONE, RECORDED AT PLAT NO. 20130258, F.B.C.P.R., AND A PARTIAL REPLAT OF LOTS 3 & 4, J.M. DONLEY SUBDIVISION RECORDED AT VOL. 1, PG, 20, F.B.C.P.R.

Executive Summary: As discussed in the previous Agenda item, the Preliminary Plat of Bayou Crossing Section Three is located off of Grand Cane Lane in the northeast part of Bayou Crossing, located in the northeast corner of Louise Street and Airport Avenue. The Plat consists of 8.67 acres and thirty-seven (37) residential lots. The proposed Plat is not in conflict with the approved Land Plan dated September 2004. In fact, the Land Plan, which is attached for reference, provides for fifty- and sixty-foot lots in this location. However, the proposed Plat provides for all sixty-foot lots in accordance with current regulations.

Because the Plat constitutes a partial replat of Reserve "A-2" of Block 1 of Bayou Crossing Section Two Partial Replat No. One, a public hearing was held per State law and the "Subdivision" Ordinance. There being no issues, staff recommends approval of the Preliminary Plat of Bayou Crossing Section Three.

Key Discussion:

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

Action Taken: Commissioner Urbish moved, seconded by Commissioner Poldrack, to approve the Preliminary Plat of Bayou Crossing Section Three, a subdivision of 8.670 acres of land located in the James Lowery 1/3 League, A-275, City of Rosenberg, Fort Bend County, Texas, also being a partial replat of Reserve "A-2", Block 1, Bayou Crossing Section Two Partial Replat No. One, recorded at Plat No. 20130258, F.B.C.P.R., and a partial replat of Lots 3 & 4, J. M. Donley Subdivision recorded at Vol. 1, Pg. 20, F.B.C.P.R. The motion carried unanimously by those present.

4. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF BONBROOK PLANTATION NORTH SECTION THIRTEEN, A SUBDIVISION OF 19.476 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS; 88 LOTS, 3 RESERVES (1.031 ACRES), 3 BLOCKS.

Executive Summary: The Preliminary Plat of Bonbrook Plantation North Section Thirteen is located off of Reading Road, adjacent to Bridlewood Estates, in the east central part of Bonbrook Plantation. The proposed Plat contains 19.476 acres, 88 residential lots, and three (3) reserves consisting of 1.031 acres.

The proposed lots are a minimum of fifty feet (50') in width and 6,000 square feet in size. This is in accordance with the approved Land Plan for Bonbrook Plantation, which calls for fifty-foot (50') lots in this location of the development. The Land Plan is attached for reference.

The proposed Preliminary Plat is not in conflict with any applicable regulations. Staff recommends approval of the Preliminary Plat of Bonbrook Plantation North Section Thirteen.

Key Discussion:

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

Action Taken: Commissioner Poldrack moved, seconded by Commission Phipps, to approve the Preliminary Plat of Bonbrook Plantation North Section Thirteen, a subdivision of 19.476 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 88 lots, 3 reserves (1.031 acres), 3 blocks. The motion carried unanimously by those present.

5. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF SUMMER LAKES SECTION SEVEN, BEING A SUBDIVISION OF 23.94 ACRES OUT OF THE W.M. LUSK SURVEY, A-276, IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 53 LOTS, 5 BLOCKS, 10 RESERVES (7.4627 ACRES).

Executive Summary: The Preliminary Plat of Summer Lakes Section Seven is located off of Reading Road and Round Lake Drive in the eastern portion of the Summer Lakes development. The Plat consists of 23.94 acres, 53 residential lots, and ten (10) reserves containing 7.4627 acres.

The proposed Plat contains 21 sixty-foot (60') lots and 32 seventy-foot (70') lots. The Plat complies with the Development Agreement and approved Land Plan for Fort Bend County MUD No. 144. The Land Plan, which is attached for reference,

identifies the area of the Plat as single-family residential development. The Development Agreement calls for a minimum lot width of fifty feet (50') and minimum size of 6,000 square feet. All proposed lots comfortably meet these requirements.

The Preliminary Plat of Summer Lakes Section Seven is not in conflict with any applicable regulations or with the Development Agreement for Fort Bend County MUD No. 144. There being no issues, staff recommends approval of the Preliminary Plat of Summer Lakes Section Seven.

Key Discussion:

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

Action Taken: Commissioner Phipps moved, seconded by Commissioner Urbish, to approve the Preliminary Plat of Summer Lakes Section Seven, being a subdivision of 23.94 acres out of the W.M. Lusk Survey, A-276, in the City of Rosenberg, in Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 144); 53 lots, 5 blocks, 10 reserves (7.4627 acres). The motion carried unanimously by those present.

6. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF SUMMER LAKES SECTION EIGHT, BEING A SUBDIVISION OF 8.5738 ACRES OUT OF THE W.M. LUSK SURVEY, A-276 AND THE JANE LONG LEAGUE, A-55, IN THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 36 LOTS, 2 BLOCKS, 1 RESERVE (0.5214 ACRE).

Executive Summary: The Preliminary Plat of Summer Lakes Section Eight is located off of Lake Commons and Blue Lake Drives in the south central portion of the Summer Lakes development. The Plat consists of 8.57 acres, 36 residential lots, and one (1) reserve containing 0.5 acres.

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

The Preliminary Plat of Summer Lakes Section Eight is not in conflict with any applicable regulations or with the Development Agreement for Fort Bend County MUD No. 144. There being no issues, staff recommends approval of the Preliminary Plat of Summer Lakes Section Eight.

Key Discussion:

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

Action Taken: Commissioner Urbish moved, seconded by Commissioner Poldrack, to approve the Preliminary Plat of Summer Lakes Section Eight, being a subdivision of 8.5738 acres out of the W.M. Lusk Survey, A-276 and the Jane Long League, A-55, in the City of Rosenberg, in Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 144); 36 lots, 2 blocks, 1 reserve (0.5214 acre). The motion carried unanimously by those present.

7. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF SUMMER PARK SECTION TWO, BEING A SUBDIVISION OF 16.479 ACRES OUT OF THE ROBERT E. HANDY SURVEY, A-187, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 64 LOTS, 3 BLOCKS, 3 RESERVES (0.6726 ACRE).

Executive Summary: The Preliminary Plat of Summer Park Section Two is located off of Park Place Boulevard in the southwest portion of the Summer Park development. The Plat consists of 16.479 acres, 64 residential lots, and three (3) reserves containing 0.67 acres.

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

The Preliminary Plat of Summer Park Section Two is not in conflict with any applicable regulations or with the Development Agreement for Fort Bend County MUD No. 144. There being no issues, staff recommends approval of the Preliminary Plat of Summer Park Section Two.



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
I	Amending Plat of Bridlewood Estates Section 4 Partial Replat No. 1

ITEM/MOTION

Consideration of and action on an Amending Plat of Bridlewood Estates Section 4 Partial Replat No. 1; 2 lots, 0 blocks, 0 reserves being 2.01 acres in the Joseph Kuykendall League, Abstract 49, City of Rosenberg, Fort Bend County, Texas, being a replat of Lots 10 & 11, Block 1, Bridlewood Estates Section 4.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

- Amending Plat of Bridlewood Estates Section 4 Partial Replat No. 1

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner, AICP
 Executive Director of
 Community Development

Reviewed by:

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

Approved for Submittal to City Council:

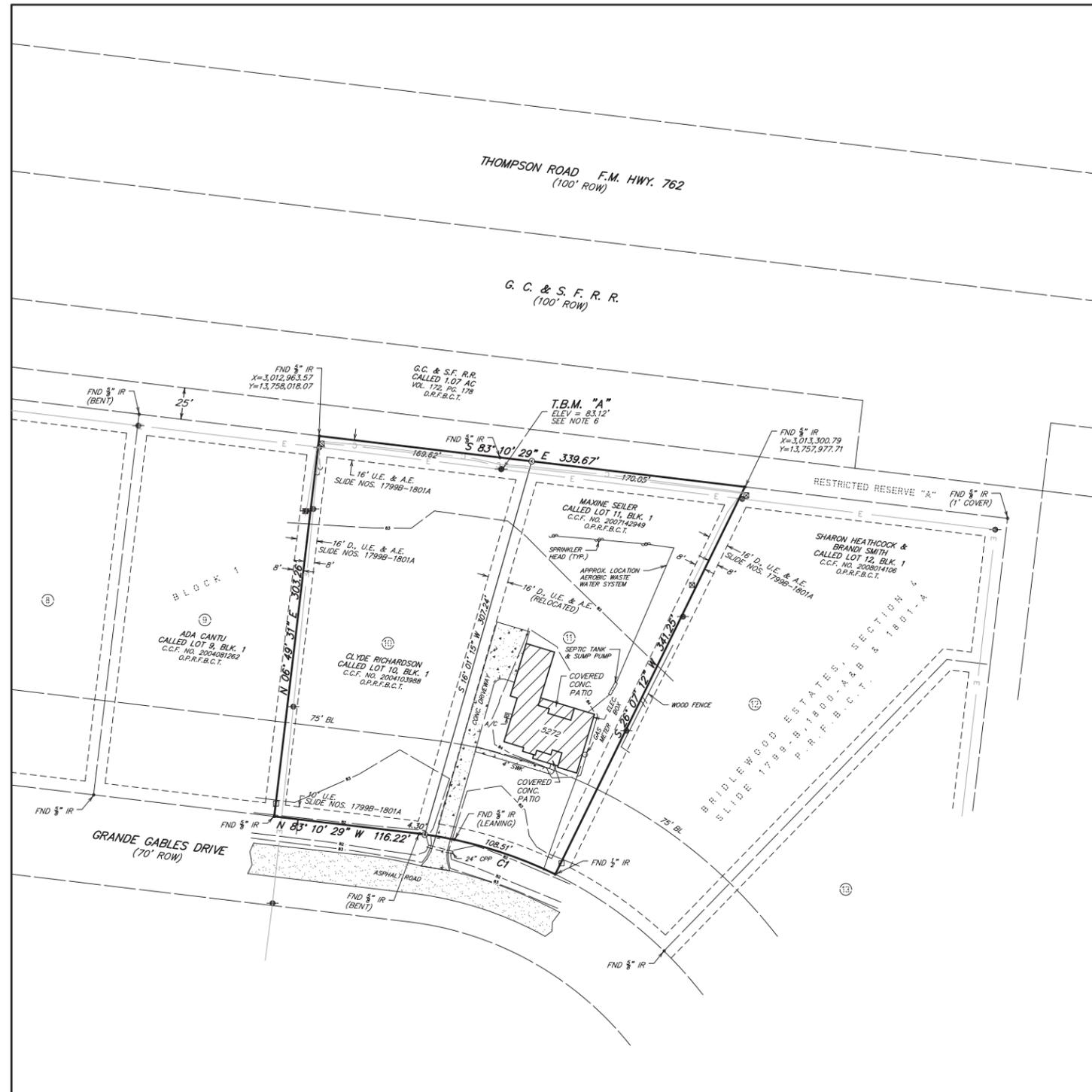
Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

Proposed Bridlewood Estates Section 4 Partial Replat No. 1 is located off of Grande Gables Drive. It is in the northern part of Bridlewood Estates along FM 762 that is within the City Limits.

The Plat contains two (2) single-family residential lots and a total of 2.01 acres. The property was originally platted in 1998. The purpose of the Amending Plat is simply to move a property line between the two lots to avoid the encroachment of a driveway that was recently constructed onto the adjoining property. The "Subdivision" Ordinance provides for amending plats to resolve issues of this nature. The Plat only has to come before City Council; amending plats do not require Planning Commission approval.

There being no issues, staff recommends approval of Bridlewood Estates Section 4 Partial Replat No. 1.



State of Texas
County of Fort Bend

We, Clyde Richardson and Rita Richardson, and Maxine L. Seiler, Owners of a portion of land described in the foregoing map of Bridlewood Estates Section 4 Partial Replat No. 1 do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and covenants shown on said maps or plat.

FURTHER, Owners do hereby dedicate for public utility purposes an unobstructed aerial easement five (5) feet in width from a place twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown on the attached plat.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat 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 operation 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.

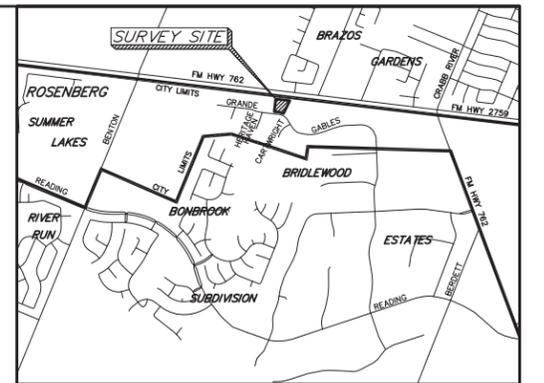
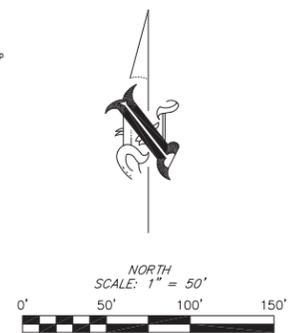
FURTHER, Owners do hereby certify that it is the owner of all property immediately adjacent to the boundaries of the attached plat where public utility easements are to be established outside the boundaries of the attached plat and does hereby dedicate to the use of the public forever all public utility easements shown in said adjacent acreage.

Witness our hand this _____ day of _____, 2015.

Clyde Richardson Rita Richardson Maxine L. Seiler

By: _____ By: _____ By: _____

Clyde Richardson, Owner Rita Richardson, Owner Maxine L. Seiler, Owner



BEFORE ME, the undersigned authority, on this day personally appeared Clyde Richardson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Rita Richardson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

BEFORE ME, the undersigned authority, on this day personally appeared Maxine L. Seiler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

We, NewFirst National Bank, owner and holder of a lien against the property described in the foregoing plat (as to Lot 11) known as Bridlewood Estates Section 4 Partial Replat No. 1, said lien being evidenced by instrument of record in County Clerk's File No. 2007142949 of the Official Public Records of Fort Bend County, Texas, do hereby all things subordinate our interest in said property to the purposes and effects of said plat and we hereby confirm that we are the present owner of said lien and have not assigned the same, nor any part thereof.

Witness, our hand in the City of Rosenberg, Fort Bend County, Texas, this _____ day of _____, 2015.

NewFirst National Bank
Lien holder
Name: _____ / Title: _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

- GENERAL NOTES:
- This tract lies within Zone "X" of the Flood Insurance Rate Map, Community No. 480232, Map Number 4815700265L, Panel 0265, Suffix "L" dated April 2, 2014, for Fort Bend County, Texas and incorporated areas. Zone "X" is defined as areas determined to be outside the 500-year floodplain. This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Charlie Kalkomey Surveying, Inc. assumes no liability as to the accuracy of the location of the flood zone limits.
 - This plat was prepared from information provided by Alamo Title Company in platting letter number ATHCS15001171, dated February 24, 2015.
 - Bearings and coordinates are based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations.
 - Elevations shown hereon are based on NGS monument AW4239, with a published elevation of 75.2' (NAVD88).
 - The coordinates shown hereon are Texas State Plane Coordinates, South Central Zone (Grid NAD83) and may be brought to surface by applying the following combined scale factor of 0.99999981.
 - Elevations used for delineating contour lines are based upon U.S.C.&G.S. datum, NAVD88.
 - This plat was prepared to meet City of Rosenberg requirements.
 - This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
 - The drainage system for this subdivision is designed in accordance with the Fort Bend County Drainage Criteria Manual which allows street ponding with intense rainfall events.
 - B.L. indicates building line; U.E. indicates utility easement; S.M. S.E. indicates storm sewer easement; W.L.E. indicates water line easement; S.S.E. indicates sanitary sewer easement; H.L. & P.E. indicates Houston Lighting and Power easement; D.E. indicates drainage easement; P.L. indicates property line.
 - All drainage easements are to be kept clear of fences, buildings, vegetation, and other obstructions to the operation and maintenance of the drainage facility. All property is required to drain into the drainage easements through an approved drainage structure.
 - Site plans shall be submitted to the City of Rosenberg for staff review and approval prior to construction. Driveway requirements for the locations, widths and offset, from an intersection and any existing driveways or proposed driveways, shall conform to the design standards of the City of Rosenberg.
 - There are no pipelines nor pipeline easements within the limits of the subdivision.
 - This tract lies wholly within Lamar Consolidated Independent School District, the City of Rosenberg, and Fort Bend County.
 - 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.
 - This tract is located in Lighting Zone LZ3.
 - Five-eighths inch (5/8") iron rods three feet (3') in length are set on all perimeter boundary corners, all angle points, all points of curvature and tangency, and all block corners, unless otherwise noted.
 - No owner of the land subject to an easement may place, build or construct any permanent building, structure or obstruction of any kind over, under or upon the easement, provided that such owner may cross or cover the easement with a paved driveway/parking lot under the following conditions. The driveway shall be jointed at the boundary line of the easement to limit the amount of paving that must be removed to provide access, and there shall be no obligation of the city to replace/repair any paving removed in the exercise of this easement.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
CT	335.00'	112.81'	112.28'	N 73°31'27" W	19°17'41"

- LEGEND**
- These standard symbols will be found in the drawing.
- ⊙ - SET 5/8" IR W/CAP
 - ⊙ - "KALKOMEY SURVEYING"
 - ⊙ - POWER POLE
 - - OVERHEAD ELEC.
 - ∨ - GUY ANCHOR
 - ⊙ - WATER METER
 - ⊠ - TELEPHONE PEDESTAL

OWNER: **CLYDE & RITA RICHARDSON**
P.O. BOX 1865
SUGAR LAND, TEXAS 77487

OWNER: **MAXINE SEILER**
5272 GRANDE GABLES DRIVE
ROSENBERG, TEXAS 77469
(281) 685-6313

THE PURPOSE OF THIS SURVEY IS TO RELOCATE THE LINE BETWEEN LOTS 10 AND 11. THIS REPLAT DOES NOT ALTER OR CHANGE ANY EXISTING RESTRICTIONS OR COVENANTS.

This is to certify that the City Council of the City of Rosenberg, Texas has approved this plat and subdivision of BRIDLEWOOD ESTATES SECTION 4 PARTIAL REPLAT NO. 1 in conformance with the laws of the State of Texas and the ordinances of the City of Rosenberg as shown hereon and authorized the recording of this plat this _____ day of _____, 2015.

Vincent M. Morales, Jr., Mayor Linda Cernosek, Secretary

I, Craig W. Kalkomey, a Professional Engineer Registered in the State of Texas, do hereby certify that this plat meets all requirements of Fort Bend County, and the City of Rosenberg, Texas.

Craig W. Kalkomey, Registered Professional Engineer
Texas Registration No. 105040

I, Chris D. Kalkomey, am authorized under the laws of the State of Texas to practice the profession of 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; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron pipes having a minimum outside diameter of five-eighths (5/8) inch and length of not less than three (3) feet.

Chris D. Kalkomey, Registered Professional Land Surveyor
Texas Registration No. 5869

I, Laura Richard, 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 _____, 2015 at _____ o'clock _____ m. in Plat No. _____ of the Plat Records of Fort Bend County for said county. Witness my hand and seal of office, at Richmond, Texas, the day and date last above written.

Laura Richard, County Clerk
Fort Bend County, Texas
Deputy

**BRIDLEWOOD ESTATES SECTION 4
PARTIAL REPLAT NO. 1**
2 LOTS, 0 BLOCK, 0 RESERVE
BEING 2.01 ACRES IN THE
JOSEPH KUYKENDALL LEAGUE, ABSTRACT 49
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS
BEING A REPLAT OF LOTS 10 & 11, BLOCK 1
BRIDLEWOOD ESTATES, SECTION 4
FEBRUARY 25, 2015

CHARLIE KALKOMEY
Surveying, Inc.
Land Surveyors
6415 Reading Road Rosenberg, Texas 77471-5655
281 945-2833 281 232-9909 (Fax)

a Jones & Carter Company
Austin • Brenham • Bryan • Dallas • Houston
Rosenberg • San Antonio • The Woodlands



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
J	Resolution No. R-1928 – Authorizing Application for Victims of Crime Act (VOCA) Formula Grant

ITEM/MOTION

Consideration of and action on Resolution No. R-1928, a Resolution authorizing the Rosenberg Police Department's submission of an application for the Victims of Crime Act (VOCA) formula grant for the position of Crime Victim Liaison, and authorizing the City Manager to execute all necessary documentation regarding same.

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

SUPPORTING DOCUMENTS: MUD #: N/A

1. Resolution No. R-1928
2. Grant Application No. 2566204

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
	<input checked="" type="checkbox"/> Exec. Dir. of Administrative Services 	
Dallis Warren Police Chief	<input type="checkbox"/> Asst. City Manager of Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	Robert Gracia City Manager

EXECUTIVE SUMMARY

The Police Department is mandated by state statute to provide services to victims of certain crimes.

The City initially applied for and received grant funding under the Victim of Crime Act (VOCA) to provide for a full time Crime Victim Advocate under the 2013 grant program year. This grant application will continue to fund this position and would provide eighty percent (80%) funding. A twenty percent (20%) match would be required from the City under this grant program. If awarded, this continuation grant would begin on September 1, 2015, and end August 31, 2016. If approved, this will be the fourth year the City has received this award.

Staff recommends approval of Resolution No. R-1928 which will finalize the grant application process and designate the City Manager as the authorized official to accept the award and execute any and all necessary documentation related thereto.

RESOLUTION NO. R-1928

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE ROSENBERG POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION FOR THE VICTIMS OF CRIME ACT (VOCA) FORMULA GRANT FOR THE POSITION OF CRIME VICTIM LIAISON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

WHEREAS, the City Council finds it in the best interest of the citizens of Rosenberg that the Crime Victim Liaison is needed for the 2016 fiscal year; and,

WHEREAS, the City of Rosenberg agrees to provide all applicable matching funds for the said project as required by the Victims of Crime Act (VOCA) Formula Grant Program application; and,

WHEREAS, the City of Rosenberg agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Rosenberg, Texas, assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, the City of Rosenberg, Texas, designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; now therefore,

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

Section 1. The City Council hereby approves the submission of a grant application to the Office of the Governor, Criminal Justice Division to assist with funding for the position of Crime Victim Liaison.

Section 2. The City Manager is hereby designated as the authorized official to administer any and all necessary documents regarding same.

PASSED, APPROVED, AND RESOLVED this _____ day of _____ 2015.

Attest:

Approved:

Linda Cernosek, TRMC
City Secretary

Vincent M. Morales, Jr.
Mayor

Rosenberg Victim's Advocate/Liaison Grant Fact Sheet

Rosenberg Police Department is requesting consideration and approval for the continuation of Grant#2566204 (Victim Advocate position). The goal of this project is to facilitate the total recovery and return normality and improvement of quality of life to victims of crime in Rosenberg, Texas. The City of Rosenberg continues to grow economically and residentially. Since the census in 2000, residential has increased 35% and commercial/undeveloped has increased by 53%. We serve a total land area of 37.2 square miles. The crime rate has continued to show increases and trends. Our trends seem to correlate to the regional trends where Part 1 crimes have increased. In the year ending in 2014, Part 1 crimes increased by 4% to include a 29% increase in property crimes. The Victim's Advocate served 1,242 victims in 2014. She continues to support the community and victims with the services she provides.

We are requesting expansion in the areas of training and equipment. The advocate requires education and training in order to give the best possible support and services to the victims she serves. She also serves as an asset to the department by educating them in any new resources and services for victims of crime. There are many times the advocate is request on weekends and after work hours. Therefore, the need for her to have secure and confidential technology is a must. We are asking for a cell phone and tablet so she can have secure access to the departments systems.

Agency Name: Rosenberg, City of
Grant/App: 2566204 **Start Date:** 9/1/2015 **End Date:** 8/31/2016

Project Title: Crime Victim Advocate
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460020146005

Application Eligibility Certify:
Created on: 2/6/2015 12:44:19 PM By: Tracie Dunn

Profile Information

Applicant Agency Name: Rosenberg, City of
Project Title: Crime Victim Advocate
Division or Unit to Administer the Project: Rosenberg Police Department
Address Line 1: 2120 Fourth St.
Address Line 2:
City/State/Zip: Rosenberg Texas 77471-5124
Start Date: 9/1/2015
End Date: 8/31/2016

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Fort Bend
Counties within Project's Impact Area: Fort Bend

Grant Officials:

Authorized Official

User Name: Robert Gracia
Email: robertg@ci.rosenberg.tx.us
Address 1: 2120 Fourth St.
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3710 Other Phone: 832-595-3310
Fax: 832-595-3711
Title: Mr.
Salutation: Chief

Position: City Manager

Project Director

User Name: Tracie Dunn
Email: traciew@ci.rosenberg.tx.us
Address 1: 2120 4th Street
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3728 Other Phone: 832-595-3720
Fax: 832-595-3721
Title: Ms.
Salutation: Lieutenant

Position: Lieutenant

Financial Official

User Name: Lori Dresner

Email: loric@ci.rosenberg.tx.us
Address 1: PO Box 32
Address 1: 2110 Fourth St.
City: Rosenberg, Texas 77471
Phone: 832-595-3364 Other Phone: 832-595-3350
Fax: 832-595-3333
Title: Ms.
Salutation: Constable

Position: accounting clerk

Grant Writer

User Name: Jeremy Eder
Email: Jeremye@ci.rosenberg.tx.us
Address 1: 2120 4th St.
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3720 Other Phone: 832-595-3700
Fax: 832-595-3721
Title: Mr.
Salutation: Constable

Position: Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460020146005
Data Universal Numbering System (DUNS): 053405700

Narrative Information

Primary Mission and Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award – None
- Grantees, other than Native American Tribes, must provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences

Preference will be given to applicants that provide core services to victims and that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Program Emphasis

Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.

0

Law Enforcement – any public agency charged with policing functions.

100

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.

0

Court – any civil or criminal court system.

0

Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

0

Culturally Competent Victim Restoration

Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process.

Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

The Victim Advocate meets the needs of the victims by seeking out and attending training throughout the fiscal year. The training includes all aspects of victimization and victimology. This allows the Victim Advocate to meet the culturally diverse population making up Rosenberg, Texas. The Victim Advocate has used her training to offer services and support to help restore normalcy in the victim's life. For instance, the Victim Advocate is a member of a local organization that discuss issues within Fort Bend and techniques that are designed to give the victim skills to cope and move on from the trauma they have suffered.

Culturally Specific and Underserved Populations

UNDERSERVED POPULATIONS - The term 'underserved populations' means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

CULTURALLY SPECIFIC - The term 'culturally specific' means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).

The term 'racial and ethnic minority group' means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

The term 'Hispanic' means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.

Does your program have a **primary focus** on serving a culturally specific population?

Yes
 No

If you answered **YES** to the question above you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations.

The Crime Victim Advocate will work in a collaborative effort with local agencies, including but not limited to the Fort Bend County Sheriff's Office and the area's municipal Law Enforcement agencies, the Fort Bend County District Attorney's Office and all area non-profit agencies that assist victims of crime such as the Fort Bend Women's Center and the Child Advocates of Fort Bend. All employees of this department received training in cultural sensitivity to recognize and address various backgrounds and provide outreach to those individuals and communities to ensure their needs are addressed and barriers are removed. The organizational goals are to reflect the make-up of the community and to insure that all victims receive the services they are eligible to receive. Policy and procedures are in place to support these goals and remove known barriers that may exist.

Victim Referral Process

Describe how victims are referred to your agency:

Victims are identified from a review of offenses reported to the department.

Services to Victims of Crime

Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.

Effective Services

Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.

Volunteers

Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived

when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Confidentiality

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Nondisclosure of Confidential or Private Information

Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Lisa Olmeda

Enter the Address for the Civil Rights Liaison:

2110 Fourth Street Rosenberg, Tx 77471

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

832-595-3329

Certification

Each applicant agency must certify to the specific criteria detailed above under **Program Requirements** to be eligible for General Victim Assistance - Direct Services Program Solicitation.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target. Enter your problem statement:

Without this position, the staffing levels within our department prohibit the proper provision of services to victims of crime, specifically victims who experience violent crimes. Our sworn personnel only provide the victims of crime with the bare minimum requirements mandated in the Code of Criminal Procedure. The end result is a poorly informed victim who does not receive all of the information needed to cope with the physical and emotional trauma of the crime

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The City of Rosenberg continues to grow economically and residentially. Since the census in 2000, residential has increased 35% and commercial/undeveloped has increased by 53%. We serve a total land area of 37.2 square miles. The crime rate has continued to show increases and trends. Our trends seem to correlate to the regional trends where Part 1 crimes have increased. The year ending in 2014, Part 1 crimes increased by 4% to include a 29% increase in property crimes. The Victim's Advocate served 1,242 victims in 2014. She continues to support the community with the services she provides.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Fort Bend Community Plan, revised in 2014, identifies the continued need for victim assistance within all agencies in Fort Bend County on pages 59 thru 60. The plan identified the increase of caseloads along with the growth of the county as the contributing factors for the need for more victim assistance. Therefore, the number of Crime Victim Liaison positions need to be increased proportionately with the increasing referrals and caseloads. The plan discusses the need for programs and victim liaisons for adult and children victims. The Plan notes that there is a shortage of Crime Victim Liaison and Coordinators in the criminal justice area to handle all aspects of the victims' rights from the time of the incident throughout the entire criminal justice process. In addition, these crime victim liaisons can be responsible for ensuring that the crime victims receive their financial restitution as ordered by the courts. Funding from this grant directly addresses an identified need in the Plan.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of this project is to facilitate the total recovery and return normalcy and improvement of quality of life to victims of crime in Rosenberg.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis)

depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

In 2014, we surpassed the majority of our targeted measures and objectives.. The numbers generated from the last six months (August-January 2015) demonstrates the likelihood we will exceed the targeted measures and objectives once again.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Rosenberg Police Department documented approximately 700 victims of crime that required the services of the crime victim advocate in 2011. The target audience for this project is all crime victims where the venue of the crime is within the city limits of Rosenberg, Tx. This includes victims of sexual assault, domestic abuse, child abuse, physical assault, robbery, kidnapping, stalking victims and homicide. Activities the Crime Victim Advocate employee engaged during the grant period included: 1. Preliminary contact with all victims of violent crimes - provided information on victim rights 2. Served as a liaison to the criminal justice for the victims, explaining the process and providing information as pertinent 3. Provided victims with referrals to appropriate social service agencies for assistance when appropriate 4. Filed for victim compensation on behalf of victims as appropriate 5. Provided personal contact with the victims by telephone or in person within 24 to 48 hours following initial response to confirm if assistance has been sought or received 6. Responded to crime scenes to provide emergency victim support as appropriate 7. Worked with District Attorney's victim coordinator in provision of services to victims 8. Facilitated victim participation in criminal justice system. The projects objectives/outcomes included compensation awarded, protective orders issued, victim cooperation in prosecution, and victim satisfaction with services rendered. Since the census in 2000, residential has increased 35% and commercial/undeveloped has increased by 53%. We serve a total land area of 37.2 square miles. The crime rate has continued to show increases and trends. Our trends seem to correlate to the regional trends where Part 1 crimes have increased. In the year ending in 2014, Part 1 crimes increased by 4% to include a 29% increase in property crimes. The Victim's Advocated served 1,242 victims in 2014. She continues to support the community and the victims with the services she provides.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

10

Domestic Abuse Percentage (%):

30

Child Abuse Percentage (%):

10

DUI / DWI Crashes Percentage (%):

0

Survivors of Homicide Percentage (%):

0

Assault Percentage (%):

20

Adults Molested as Children Percentage (%):

0

Elder Abuse Percentage (%):

0

Robbery Percentage (%):

10

Stalking Percentage (%):

10

Dating/Acquaintance Violence Percentage (%):

10

Human Trafficking Percentage (%):

0

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	80.00	Provide emergency services to all victims during the crisis phase to include: phone and in person accompaniment for medical, law enforcement, legal, shelter, transportation, and assistance with filing crime victim compensation applications.
Protective Order Assistance	20.00	Provide assistance to all victims in completing and applying for protective orders, temporary protective orders, and/or emergency protective orders. Continue to communicate with all victims regarding the status of the protective order and any protective order violations. To be a liaison between all victims and the District Attorney's office during the term of the protective orders. Geographic Area: City of Rosenberg Target Audience: All Gender: Both Ages: All Special Characteristics:

Geographic Area:
City of Rosenberg

Target Audience:
All

Gender:
Both

Ages:
All

Special Characteristics:
N/A

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute ([PPRI](#)):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of final protective orders requested.	72	150
Number of temporary protective orders requested.	16	30
Number of victims seeking services who were not served.	0	0
Number of victims / survivors seeking services who were served.	588	1500
Number of survivors assisted with crime victim compensation applications.	121	240
Number of survivors receiving crisis counseling.	0	0
Number of survivors receiving information and / or referral (in person / by phone).	692	550

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of final protective orders granted / obtained.	2	15
Number of temporary protective orders granted / obtained.	16	30

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
------------------------	--------------	--------------

Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2015

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

52861

Enter the amount (\$) of State Grant Funds:

115974

Single Audit

Select the appropriate response below based on the Fiscal Year Begin Date as entered above:

For Fiscal Years Beginning Before December 26, 2014

Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

OR

For Fiscal Years Beginning On or After December 26, 2014

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

- Yes
 No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Equal Employment Opportunity Plan (EEOP)

Type I Entity - Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;

- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity - Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Lisa Olmeda Human Resource Director 2110 4th Street, Rosenberg, Texas 77471

Type III Entity - Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
 No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

Yes

No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Travel and Training	In-State Registration Fees, Training, and/or Travel	In order for the advocate to provide the best service available continued training and education is needed. The primary conferences includes: Conference on Crimes against Women designed for first-line responders and victim advocates. Concerns of Police Survivors, Inc (C.O.P.S) provides training and resources to assist in the rebuilding of the lives of surviving families. Texas Association against Sexual Assault (taasa) focuses on training, education, prevention, and advocacy to help end sexual violence. Texas	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0

		Victim Services Association (TVSA) provides education, training, and support to victim service providers. Every Victim Every Time (EVET) addresses the wide scope of crimes against all victims and help positively influence professionals who work with victims on a daily basis. The mentioned training opportunities are all in-state venues.						
Personnel	Liaison	This includes the salary and benefits of the liaison. To keep up with the competitive market we are requesting an increase in her salary. The increase also includes room for merit increases based on her performance.	\$46,257.20	\$13,314.30	\$0.00	\$0.00	\$59,571.50	20
Equipment	Personal Data Assistant (PDA) System and Accessories	IPAD with cellular service Iphone with cellular service. Victim's Advocate provides guidance and services to patrol and victims after her regular work hours. She needs access to the departments systems and to her files to better serve patrol and victims. The use of city phone and IPAD will insure confidentiality and state compliance by having a secure network to access departmental systems.	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	2

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
City Match-General Revenue Fund	Cash Match	\$13,314.30

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$13,314.30	\$13,314.30	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Personnel	\$46,257.20	\$13,314.30	\$0.00	\$0.00	\$59,571.50
Travel and Training	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$53,257.20	\$13,314.30	\$0.00	\$0.00	\$66,571.50

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** traced



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
K	Resolution No. R-1929 – Authorizing Application for the Edward Byrne Memorial Justice Assistance Grant

ITEM/MOTION

Consideration of and action on Resolution No. R-1929, a Resolution authorizing the Rosenberg Police Department's submission of an application for the Edward Byrne Memorial Justice Assistance Grant for the position of Special Crimes Detective, and authorizing the City Manager to execute any and all documentation regarding same.

FINANCIAL SUMMARY

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. Resolution No. R-1929
2. Grant Application No. 2884501

MUD #: N/A

APPROVALS

Submitted by:

Dallis Warren
Police Chief

Reviewed by:

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

Approved for Submittal to City Council:

 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

The investigation of sexual, physical abuse and family related crimes requires specialized skills and coordination with other agencies such as Children's Protective Services and the Children's Advocacy Center. In addition, the Police Department is mandated by State statute to register and track the sex offenders who commit these types of crimes. There is an opportunity to seek funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) to provide for a full time Special Crimes Detective whose function will be to specialize in the investigation of these crimes and individuals who commit them. The goal of the Special Crimes Detective is to provide expert investigation in family violence, sexual assault, physical/sexual child abuse, and other family related and sex crime cases. In addition, the Special Crimes Detective will monitor all registered sex offenders located within the City Limits of Rosenberg, Texas, through status and compliance checks.

If approved, this grant application would provide eighty percent (80%) funding. A twenty percent (20%) match would be required from the City under this grant program. This grant would begin on September 1, 2015, and ending August 31, 2016. If approved, this will be the first year we have received this award.

Staff recommends approval of Resolution No. R-1929 which will finalize the grant application process and designate the City Manager as the authorized official to accept the award and execute any and all necessary documentation related thereto.

RESOLUTION NO. R-1929

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE ROSENBERG POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE POSITION OF SPECIAL CRIMES DETECTIVE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

WHEREAS, the City of Rosenberg, Texas, finds it necessary and in the best interest of the citizens of Rosenberg that the position of Special Crimes Detective is needed for the 2016 fiscal year; and,

WHEREAS, the City of Rosenberg, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, the City of Rosenberg, Texas, hereby designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; now, therefore,

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

Section 1. The City Council of the City of Rosenberg approves submission of an application for the Edward Byrne Memorial Justice Assistance Grant for the Special Crimes Detective to the Office of the Governor, Criminal Justice Division.

Section 2. The City Manager is hereby authorized to execute any and all necessary documentation regarding same.

PASSED, APPROVED, AND RESOLVED on this _____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

Agency Name: Rosenberg Police Department
Grant/App: 2884501 **Start Date:** 10/1/2015 **End Date:** 9/30/2016

Project Title: Special Crimes Detective
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746002014

Application Eligibility Certify:

Created on: 1/30/2015 8:06:11 AM By: Jeremy Eder

Profile Information

Applicant Agency Name: Rosenberg Police Department
Project Title: Special Crimes Detective
Division or Unit to Administer the Project: Rosenberg Police Department
Address Line 1: 2120 4th St.
Address Line 2:
City/State/Zip: Rosenberg Texas 77471-0032
Start Date: 10/1/2015
End Date: 9/30/2016

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council

Headquarter County: Fort Bend

Counties within Project's Impact Area: Fort Bend

Grant Officials:

Authorized Official

User Name: Robert Gracia
Email: robertg@ci.rosenberg.tx.us
Address 1: 2120 Fourth St.
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3710 Other Phone: 832-595-3310
Fax: 832-595-3711
Title: Mr.
Salutation: Chief

Position: City Manager

Project Director

User Name: Dallis Warren
Email: dallisw@ci.rosenberg.tx.us
Address 1: Rosenberg Police Department
Address 1: 2120 Fourth St.
City: Rosenberg, Texas 77471
Phone: 832-595-3710 Other Phone: 832-595-3713
Fax: 832-595-3711
Title: Mr.
Salutation: Deputy Chief

Position: Assistant Police Chief

Financial Official

User Name: Lori Dresner
Email: lolid@ci.rosenberg.tx.us
Address 1: PO Box 32

Address 1: 2110 Fourth St.
City: Rosenberg, Texas 77471
Phone: 832-595-3364 Other Phone: 832-595-3350
Fax: 832-595-3333
Title: Ms.
Salutation: Constable

Position: accounting clerk

Grant Writer

User Name: Jeremy Eder
Email: Jeremye@ci.rosenberg.tx.us
Address 1: 2120 4th St.
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3720 Other Phone: 832-595-3700
Fax: 832-595-3721
Title: Mr.
Salutation: Constable

Position: Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746002014
Data Universal Numbering System (DUNS): 053405700

Narrative Information

Primary Mission and Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award – None
- Grantees, other than Native American Tribes, must provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

***Note:** If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences

Preference will be given to applicants that provide core services to victims and that promote comprehensive victim

restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Program Emphasis

Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.

10

Law Enforcement – any public agency charged with policing functions.

85

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.

0

Court – any civil or criminal court system.

0

Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

5

Culturally Competent Victim Restoration

Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process.

Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

The Special Crimes Detective meets the needs of the victims by seeking out and attending training throughout the fiscal year to include Racial Profiling and Cultural Diversity. The training includes all aspects of victimization and victimology from all cultures. This allows the Special Crimes Detective to meet the culturally diverse population making up Rosenberg, Texas. The Special Crimes Detective has used their training to offer services and support to help restore normalcy in the victim's life.

Culturally Specific and Underserved Populations

UNDERSERVED POPULATIONS - The term 'underserved populations' means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

CULTURALLY SPECIFIC - The term 'culturally specific' means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).

The term 'racial and ethnic minority group' means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

The term 'Hispanic' means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.

Does your program have a **primary focus** on serving a culturally specific population?

Yes
 No

If you answered **YES** to the question above you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations.

Victim Referral Process

Describe how victims are referred to your agency:

Victims are identified from a review of offenses reported to the department.

Services to Victims of Crime

Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.

Effective Services

Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.

Volunteers

Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Confidentiality

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Nondisclosure of Confidential or Private Information

Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Lisa Olmeda

Enter the Address for the Civil Rights Liaison:

2110 4th St. Rosenberg, Texas 77471

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(832)595-3329

Certification

Each applicant agency must certify to the specific criteria detailed above under **Program Requirements** to be eligible for General Victim Assistance - Direct Services Program Solicitation.

I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target. Enter your problem statement:

The City of Rosenberg's accelerated growth correlates with an increase in child physical/sexual abuse cases, adult sexual assaults, family violence, and other family related and sex offenses. As the case load has increased, the

ability to investigate and refer these cases for prosecution has not kept pace. As a result, the recidivism rate for family violence cases has increased, the prosecution of cases involving sexual predators is being delayed, and the healing process for victims is being prolonged for unnecessary periods of time. The growing caseloads cause an additional burden on investigators because the sex offenses don't stop at disposition. Most sex offenders are required to register either every 90 days or annually. Regarding registered sex offenders, currently the Rosenberg Police Department does not have the capacity to manage this population effectively.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

The Rosenberg Police Department has seen an increase in Homicide, Sexual Assaults, Robbery, Aggravated Assaults, Burglaries, Vehicle Theft, and Larcenies overall. The Rosenberg Police Department also experienced an increase in Injury to a Child- serious bodily injury/death cases. In addition to these cases, detectives are responsible for managing registered sex offenders. The addition of the position will provide consistent monitoring of our sex offender population which averages between 50 to 60 sex offenders annually. On average 11% violate their registration conditions. In 2012, the Rosenberg Police Department saw a 50% increase in Sexual Assaults (adult and child) and a 10% increase in Aggravated Assaults. In 2014 the Rosenberg Police Department received and investigated 241 referrals from Child Protective Services. The Rosenberg Police Department also investigated 572 Assaults (including Family Violence). Rosenberg, Texas is rapidly growing and has increased to a population of approximately 30,673. According to the Census Bureau, the five year projection (2010 to 2015, shows an increase from 30,673 to 35,562). This is a 3% increase annually.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Fort Bend County Community Plan identifies all law enforcement needs beginning on page 48 through page 62. The Fort Bend County Community Plan addresses the rapid growth of our county (projected population 845,058 by 2020), encourages inter-agency collaboration with present agencies, and identifies 21 other law enforcement area needs. Addressing the Special Crimes Detective, page 48 identifies the need to expand law enforcement personnel with the proportionate growth of the County; page 57 identifies the need for detectives specifically assigned to investigate registered sex offenders, monitor them for compliance and work cases; page 55 identifies the need for detectives to investigate internet and computer related crimes against children, including Possession and Promotion of Child Pornography and Online Solicitation of a Minor. Page 56 addresses the need for additional resources to investigate and prosecute criminal cases involving physical and sexual abuse of children and child deaths. In addition page 58 addresses the need for investigators assigned to specifically investigate family violence cases and violent crimes against women cases. This program will share information with other law enforcement agencies, Child Welfare, and other associated agencies to properly investigate family violence, child abuse, sex crimes and registered sex offenders within the city limits of Rosenberg, Texas.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of the Special Crimes Detective is to provide expert investigation in family violence, sexual assault, physical/sexual child abuse, and other family related and sex crime cases. In addition the special crimes detective will monitor through status and compliance checks all registered sex offenders located in the city limits of Rosenberg, Texas.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

The Rosenberg Police Department has consistently shown an increase in family and sex related crimes. Sexual Assaults increased by 50% and Aggravated Assaults increased by 10%. Rosenberg Police Department investigated 241 referrals from Child Protective Services in 2014. Rosenberg Police Department monitored an average of 50 to 60 sex offenders in 2014, with 11% violating their registration conditions. As compared to the Fort Bend Sheriff's Office who monitored a total of 320 sex offenders in 2012; Rosenberg Police Department monitored and supervised 23% of the total. The creation of the Special Crimes Detective position will increase investigations in the following areas: family violence, sex related offenses (adult/children), child abuse investigations, and other family related cases. In addition, the Special Crimes Detective position will increase effectiveness in the monitoring of registered sex offenders residing in Rosenberg, Texas. The Special Crimes Detective will be dedicated to the types of investigations involving child/adult family related and sex offenses. The Special Crimes Detective will be responsible for the thorough review of the outlined special cases reported with our agency for investigation, conduct comprehensive interviews, obtain affidavits/statements from victims, witnesses, and suspects involved in the investigations, schedule and attend polygraph examinations of suspects, draft and present photo line-ups, and conduct surveillance operations when necessary. The Detective will conduct random compliance checks for registered sex offenders to include yearly and 90 day status checks. If any violations are identified, the Detective will investigate and file non-compliance cases with the Fort Bend County District Attorney's Office. The Detective would work closely with the Fort Bend Probation, Parole and District Attorney's Office. The Detective will respond to crime scenes and assist in the collection, documentation, processing, and review of evidence collected. The overall duties of the Special Crimes Detective would be to conduct a complete, thorough investigation based on facts and evidence, and submit cases to the District Attorney's Office for prosecution expeditiously. The position of a Special Crimes Detective along with the partnerships we have with the Fort Bend County Children's Advocacy, Children's Protective Services, and the Fort Bend County District Attorney's Office, will provide for more expertise in the handling of cases and the process will be expedited, so that crime victims are not unnecessarily emotionally victimized over time, while perpetrators are being denied their right to a speedy trial, and are remaining free to potentially harm again.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

10

Domestic Abuse Percentage (%):

25

Child Abuse Percentage (%):

10

DUI / DWI Crashes Percentage (%):

0

Survivors of Homicide Percentage (%):

5

Assault Percentage (%):

25

Adults Molested as Children Percentage (%):

0

Elder Abuse Percentage (%):

5

Robbery Percentage (%):

8

Stalking Percentage (%):

0

Dating/Acquaintance Violence Percentage (%):

10

Human Trafficking Percentage (%):

2

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Special Crimes Investigations	100.00	The Special Crimes Detective position is created to investigate family violence, sex related offenses (adult/children), human trafficking, child abuse investigations, other family related cases, and monitor registered sex offenders and refer the cases for prosecution to the Fort Bend County District Attorney's Office. The Detective would respond to crimes scenes and assist in the collection, documentation, processing, and review of evidence collected. The Special Crimes Detective would be responsible for working with family violence and child abuse prosecutors from the District Attorney's Office to obtain their input, advice, and direction in cases, and would obtain their assistance in drafting arrest/search warrants, and would further be involved in the execution of both when necessary. The overall duties of the Special Crimes Detective would be to conduct a complete, thorough investigation based on facts and evidence, and submit cases to the District Attorney's Office for prosecution expeditiously. The position of a Special Crimes Detective along with the partnerships we have with the Fort Bend County Children's Advocacy, Children's Protective Services, and the Fort Bend County District Attorney's Office, will provide for more expertise in the handling of cases and the process will be expedited, so that crime victims are not unnecessarily emotionally victimized over time, while perpetrators are being denied their right to a speedy trial, and are remaining free to potentially harm again. The Special Crimes Detective will investigate cases involving family violence, sexual assaults, physical/sexual child abuse, other family and sex related cases. This Detective will also be responsible for monitoring and investigating sex offender cases. The Special Crimes Detective will help manage and investigate the high volume of family violence, sexual assault, physical/sexual child abuse, and other family related and sex crime cases reported with this agency. The Special Crime

Geographic Area:

The City of Rosenberg.

Target Audience:

All.

Gender:

Both.

Ages:

All.

Special Characteristics:

All.

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of cases investigated	0	250
Number of cases referred for prosecution	0	125
Number of arrests for felony offenses	0	30
Number of cases solved/completed	0	125

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;

2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2015

Enter the End Date [mm/dd/yyyy]:

9/30/2016

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

52861

Enter the amount (\$) of State Grant Funds:

115974

Single Audit

Select the appropriate response below based on the Fiscal Year Begin Date as entered above:

For Fiscal Years Beginning Before December 26, 2014

Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

OR

For Fiscal Years Beginning On or After December 26, 2014

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Equal Employment Opportunity Plan (EEOP)

Type I Entity - Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity - Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Lisa Olmeda 2110 4th St. Rosenberg, Texas 77471

Type III Entity - Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

N/A

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Yes

No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes

No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Accountant	Detective	\$55,972.00	\$14,868.00	\$0.00	\$0.00	\$70,840.00	20
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Cell Phone and I-pad to be used for investigations including but not limited to: calling victims, witnesses, complainants, suspects, law enforcement personnel and other individuals as needed. Also for completing police reports, arrest/search warrants and all other law enforcement related forms.	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	The Special Crimes Detective would need specialized training in all family violence related cases, physical and sex abuse cases involving children/adults, along with sex offender training and legislative updates.	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
City match - general fund	Cash Match	\$14,868.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$14,868.00	\$14,868.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$55,972.00	\$14,868.00	\$0.00	\$0.00	\$70,840.00
Supplies and Direct Operating Expenses	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Travel and Training	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$59,472.00	\$14,868.00	\$0.00	\$0.00	\$74,340.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
L	Resolution No. R-1930 – Authorizing Application for the Edward Byrne Memorial Justice Assistance Grant

ITEM/MOTION

Consideration of and action on Resolution No. R-1930, a Resolution authorizing the Rosenberg Police Department's submission of an application for the Edward Byrne Memorial Justice Assistance Grant for the position of Crime Analyst, and authorizing the City Manager to execute any and all documentation regarding same.

FINANCIAL SUMMARY

Annualized Dollars:

- One-time
 Recurring
 N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

- Resolution No. R-1930
- Grant Application No. 2896901

MUD #: N/A

APPROVALS

Submitted by:

Dallis Warren
Police Chief

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Rosenberg Police Department has adopted a more "Predictive Policing" mindset to crime analyzing by utilizing Compstat, Raids-on-Line and additional predictive software to assist with combating and predicting the criminal element. Researching and analyzing the data needed for these programs is a very time consuming meticulous task that requires attention to detail. With the addition of a Crime Analyst, detectives would be able to produce more quality investigations and the efficiency of the unit would greatly increase. Crime analysis can improve a police department's efficiency and enhance its ability to apprehend criminals. Specifically, crime analysis systems identify crime patterns and series, forecast future occurrences of crime, identify likely victims of crime, provide investigative leads, solve open cases, and provide supporting data for community policing programs and departmental planning efforts.

The goal of this project is to provide the Rosenberg Police Department with an individual who is designated to improve intelligence and information sharing within the police department, surrounding law enforcement agencies, and other regional partners through Houston Regional Intelligence Service Center.

This grant application if approved would provide full (100%) funding. If awarded, this grant would begin on September 1, 2015 and ending August 31, 2016.

Staff recommends approval of Resolution No. R-1930 which will finalize the grant application process and designate the City Manager as the authorized official to accept the award and execute any and all necessary documentation related thereto.

RESOLUTION NO. R-1930

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE ROSENBERG POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE POSITION OF CRIME ANALYST, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

WHEREAS, the City of Rosenberg, Texas, finds it in the best interest of the citizens of Rosenberg that the position of Crime Analyst is needed for the 2016 fiscal year; and,

WHEREAS, the City of Rosenberg, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City assures that the funds will be returned to the Criminal Justice Division in full; and,

WHEREAS, the City of Rosenberg, Texas, designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; now, therefore,

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

Section 1. The City Council of the City of Rosenberg hereby approves submission of an application for the Edward Byrne Memorial Justice Assistance Grant for the Crime Analyst to the Office of the Governor, Criminal Justice Division.

Section 2. The City Manager is hereby authorized to execute any and all necessary documentation regarding same.

PASSED, APPROVED, AND RESOLVED on this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

Agency Name: Rosenberg Police Department
Grant/App: 2896901 **Start Date:** 10/1/2015 **End Date:** 9/30/2016

Project Title: Crime Analyst
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746002014

Application Eligibility Certify:
Created on: 2/6/2015 10:09:55 AM By: Jeremy Eder

Profile Information

Applicant Agency Name: Rosenberg Police Department
Project Title: Crime Analyst
Division or Unit to Administer the Project: Criminal Investigations Division
Address Line 1: 2120 4th St.
Address Line 2:
City/State/Zip: Rosenberg Texas 77471-0032
Start Date: 10/1/2015
End Date: 9/30/2016

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Fort Bend
Counties within Project's Impact Area: Fort Bend

Grant Officials:

Authorized Official

User Name: Robert Gracia
Email: robertg@ci.rosenberg.tx.us
Address 1: 2120 Fourth St.
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3710 Other Phone: 832-595-3310
Fax: 832-595-3711
Title: Mr.
Salutation: Chief

Position: City Manager

Project Director

User Name: Dallis Warren
Email: dallisw@ci.rosenberg.tx.us
Address 1: Rosenberg Police Department
Address 1: 2120 Fourth St.
City: Rosenberg, Texas 77471
Phone: 832-595-3710 Other Phone: 832-595-3713
Fax: 832-595-3711
Title: Mr.
Salutation: Deputy Chief

Position: Assistant Police Chief

Financial Official

User Name: Lori Dresner
Email: lolid@ci.rosenberg.tx.us
Address 1: PO Box 32

Address 1: 2110 Fourth St.
City: Rosenberg, Texas 77471
Phone: 832-595-3364 Other Phone: 832-595-3350
Fax: 832-595-3333
Title: Ms.
Salutation: Constable

Position: accounting clerk

Grant Writer

User Name: Jeremy Eder
Email: Jeremye@ci.rosenberg.tx.us
Address 1: 2120 4th St.
Address 1:
City: Rosenberg, Texas 77471
Phone: 832-595-3720 Other Phone: 832-595-3700
Fax: 832-595-3721
Title: Mr.
Salutation: Constable

Position: Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746002014
Data Universal Numbering System (DUNS): 053405700

Narrative Information

Primary Mission and Purpose

The purpose of the Edward Byrne Justice Assistance Formula Grant (JAG) Program is to prevent and control crime and make improvements to the criminal justice system.

Funding Levels

The anticipated funding levels for the JAG program are as follows:

- Minimum Award - \$10,000
- Maximum Award – None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Purpose Areas

Applicant assures that its proposed project meets at least one of the following Purpose Areas to be eligible for funding:

Law Enforcement - Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.

Prosecution and Court - Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.

Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR

Part 23.

Corrections and Community Corrections – Programs that reintegrate adults and juveniles into the community.

Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Priorities

Crime Data - Enhancements to records management systems to allow law enforcement agencies to report crime data to the Texas Department of Public Safety in the National Incident Based Numbering System (NIBRS) format or to the Texas Data Exchange System (TDEx).

Mental Health - Specialized training to increase the number of mental health officers and the ability of law enforcement to work with individuals diagnosed with mental illness.

Trafficking - Projects that disrupt drug and human trafficking including areas along and near major state corridors.

System Improvements - Projects that promote efficiency, accuracy and credibility of law enforcement agencies and prosecutors.

Innovative or Evidence Based Programs - Projects that reduce crime and violence in areas with high crime rates or organized criminal activity.

Select the **one** priority that represents the **primary focus** of your project:

- Crime Data
- Mental Health
- Trafficking
- System Improvements
- Innovative or Evidence Based Programs
- N/A

Describe how the project supports the selected priority(ies):

Note: *Purchasing equipment does not meet a priority unless you can clearly state how the purchase has a direct link to the priority. For example, purchasing laptops for patrol cars does not relate to updating records management systems to generate NIBRS data to DPS since the changes involve software not hardware.*

Incident-based crime analysis can improve a police department's efficiency and enhance its ability to apprehend criminals. Specifically, crime analysis systems identify crime patterns and series, forecast future occurrences of crime, identify likely victims of crime, provide investigative leads, solve open cases, and provide supporting data for community policing programs and departmental planning efforts. Departments utilize crime analysis to prevent and suppress crime, apprehend offenders, and recover stolen property.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - *Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.*

Note: *Program income must be spent on project expenses before expending OOG grant funds. Program income is subject to the same statutes, rules, regulations, and guidelines applicable to the use of the OOG-funded portion of the grant.*

Asset Seizures and Forfeitures - *Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).*

Uniform Crime Reporting

Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part I violent crime data for the three previous years to the Texas Department of Public Safety, and will continue timely reporting of required crime data throughout the grant period.

Criminal History Reporting

Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy.

Justice Assistance Grants to Local Units of Gov't

Did your agency receive a JAG grant from the Bureau of Justice Assistance (not CJD) in the current or previous fiscal year?

- Yes
- No

If you selected **Yes** above, describe how those funds have been or plan to be used.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Lisa Olmeda

Enter the Address for the Civil Rights Liaison:

2110 4th St. Rosenberg, Texas 77471

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(832)595-3329

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Justice Assistance Grant (JAG) Program Solicitation.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target. Enter your problem statement:

Currently the Rosenberg Police Department does not have an individual to analyze crime data to assist with prevention and detection of the criminal element. The Criminal Investigations Unit has tried to compensate for not having an analyst by burdening the detectives in the unit with the responsibility of managing and analyzing crime data. This burden has directly effected time efficiency and quality of investigations. The Rosenberg Police Department has adopted a more "Predictive Policing" mindset to crime analyzing by utilizing Compstat, Raids-on-Line and additional predictive software to assist with combating and predicting the criminal element. Departments utilize crime analysis to prevent and suppress crime, apprehend offenders, and recover stolen property. Crime analysis is usually conducted on offenses with discernable patterns and trends that can be prevented or reduced through the implementation of directed action plans. A review of existing police crime analysis operations reveals that burglary, robbery, auto theft, larceny, fraud, sex crimes, aggravated assaults, and murder are the crimes most appropriate for crime analysis.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

According to the Rosenberg Police Department Strategic Plan the City of Rosenberg has geographically grown by 70% since the year 2011. There has also been a 13% increase in population from 2013 to 2014. With a 47% increase in calls for service since 2000 the Rosenberg Police Department's Criminal Investigations Unit has also seen an increase in cases. In 2013, the Criminal Investigations Division investigated 2079 cases compared to 1925 cases in 2012. In addition to investigations, detectives are responsible for researching and publishing predictive crime data which is disseminated to other divisions within the department. This burden has directly affected time efficiency and quality of investigations. The Rosenberg Police Department has adopted a more "Predictive Policing" mindset to crime analyzing by utilizing Compstat, Raids-on-Line and additional predictive software to assist with combating and predicting the criminal element. Researching and analyzing the data needed for these programs is very time consuming and is a very meticulous task that requires attention to detail. With the addition of a Crime Analyst, detectives would be able to produce more quality investigations and the efficiency of the unit would greatly increase. Crime analysis can improve a police department's efficiency and enhance its ability to apprehend criminals. Specifically, crime analysis systems identify crime patterns and series, forecast future occurrences of crime, identify likely victims of crime, provide investigative leads, solve open cases, and provide supporting data for community policing programs and departmental planning efforts.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

According to the Fort Bend County Community Plan page 54 there is a need in the City of Rosenberg and Fort Bend County to continue developing a network of intelligence and information-sharing relating to the detection and prevention of crime, including Terrorism. This effort, in concert with the Houston Regional Intelligence Service Center (HRISC), is accomplished through a coordinated network of Intelligence Analysts from the different Law Enforcement agencies within Fort Bend County. Funding for Analysts positions and the needed technological hardware and software, are critical to developing and sharing actionable intelligence for the detection and prevention of crime within the County.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

The goal of this project is to provide the Rosenberg Police Department with an individual who is designated to improve intelligence and information sharing within the police department, surrounding law enforcement agencies, and other regional partners through HRISC.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside

organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

N/A

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Currently the Rosenberg Police Department does not have an individual to analyze crime data to assist with prevention and detection of the criminal element. The Criminal Investigations Unit has tried to compensate for not having an analyst by burdening the detectives in the unit with the responsibility of managing and analyzing crime data. This burden has directly effected time efficiency and quality of investigations. The Rosenberg Police Department has adopted a more "Predictive Policing" mindset to crime analyzing by utilizing Compstat, Raids-on-Line and additional predictive software to assist with combating and predicting the criminal element. Departments utilize crime analysis to prevent and suppress crime, apprehend offenders, and recover stolen property. Crime analysis is usually conducted on offenses with discernable patterns and trends that can be prevented or reduced through the implementation of directed action plans. A review of existing police crime analysis operations reveals that burglary, robbery, auto theft, larceny, fraud, sex crimes, aggravated assaults, and murder are the crimes most appropriate for crime analysis. According to the Rosenberg Police Department Strategic Plan the City of Rosenberg has geographically grown by 70% since the year 2011. There has also been a 13% increase in population from 2013 to 2014. With a 47% increase in calls for service since 2000 the Rosenberg Police Department's Criminal Investigations Unit has also seen an increase in cases. In 2013, the Criminal Investigations Division investigated 2079 cases compared to 1925 cases in 2012. In addition to investigations, detectives are responsible for researching and publishing predictive crime data which is disseminated to other divisions within the department. This burden has directly effected time efficiency and quality of investigations. Researching and analyzing the data needed for these programs is very time consuming and is a very meticulous task that requires attention to detail. With the addition of a Crime Analyst, detectives would be able to produce more quality investigations and the efficiency of the unit would greatly increase. Crime analysis can improve a police department's efficiency and enhance its ability to apprehend criminals. Specifically, crime analysis systems identify crime patterns and series, forecast future occurrences of crime, identify likely victims of crime, provide investigative leads, solve open cases, and provide supporting data for community policing programs and departmental planning efforts. The goal of this project is to provide the Rosenberg Police Department with an individual who is designated to improve intelligence and information sharing within the police department, surrounding law enforcement agencies, and other regional partners through HRISC, which addresses page 54 of the Fort Bend County Community Plan.

Project Activities Information

Law Enforcement Projects

How many commissioned peace officers are funded through the department or division (e.g., police department, sheriff's office, constable precinct) within your organization that will benefit from grant funds?

0

How many additional commissioned peace officers are funded by grant funds?

0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures:

53836

State Forfeitures:

86069

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures:

151037

State Forfeitures:

138934

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds?

Yes

No

Prosecution Projects

How many prosecutors are funded through your agency's budget?

0

How many additional prosecutors are funded by grant funds?

0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.

Federal Forfeitures:

0

State Forfeitures:

0

Provide the balance of asset forfeitures on hand as of the date of this application.

Federal Forfeitures:

0

State Forfeitures:

0

Does this application include funding requests for items that are also eligible for funding with state or federal forfeitures funds?

Yes

No

Border Security

Does your organization receive grant funds for Local Border Security from the Texas Department of Public Safety?

Yes

No

As of the date you submit this application, provide the combined balance (\$) of **all** years of Local Border Security funds you have available for spending.

0

Does this application include a request for funds for the **same purpose** as the DPS Local Border Security Program?

Yes
 No

Does your agency receive grant funds under the Operation Stonegarden Program?

Yes
 No

As of the date you submit this application, provide the combined balance (\$) of **all** years of Operation Stonegarden funds you have available for spending.

0
Does this application include a request for funds for the **same purpose** as the Operation Stonegarden Program?

Yes
 No

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	50.00	Officers will be assigned to patrol specific high crime areas as determined from analyzed crime data.
Investigation	15.00	Officers will work covert operations based upon information obtained through crime analysis.
Technology	35.00	By utilizing predictive policing software officers will be able to share, store and record data to make better informed decisions on operations and personnel.

Geographic Area:
City of Rosenberg

Target Audience:
All

Gender:
Both

Ages:
All

Special Characteristics:
All

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute ([PPRI](#)).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of cases investigated.	0	0
Number of cases referred for prosecution.	0	0
Number of cash seizures attributed to grant-funded activities.	0	0
Number of drug seizures attributed to grant-funded activities.	0	0
Number of weapons seized.	0	0
Number of miles patrolled by grant-funded officers.	0	0
Number of traffic citations issued by grant-funded officers.	0	0
Number of felony arrests for drug offenses.	0	0
Number of misdemeanor arrests for drug offenses.	0	0
Number of arrests for human trafficking offenses.	0	0
Number of arrests for other felony offenses.	0	0
Number of individuals detained and referred to another local, state or federal law enforcement agency.	0	0
Number of support staff hired with grant funds.	0	1
Number of search warrants executed.	0	0
Number of NEW data systems to be developed.	0	0
Number of existing data systems enhanced with grant funds.	0	2
Number of subscriptions to data sharing systems.	0	0

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Cash value of drug seizures (in dollars using DPS calculations).	0	0
Dollar value of cash seizures.	0	0
Value of cash forfeitures (if forfeited during the grant period).	0	0
Number of reports prepared by support staff.	0	24
Number of cases solved / completed.	0	0
Number of search warrants executed that resulted in drug seizures or stash houses used for human trafficking.	0	0
Number of personnel with access to improved data / information sharing systems.	0	1
Number of agencies who benefitted from improvements to the new or enhanced	0	8

data systems.		
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Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification

of any federal contract, grant loan, or cooperative agreement?

Note: Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2015

Enter the End Date [mm/dd/yyyy]:

9/30/2016

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

52861

Enter the amount (\$) of State Grant Funds:

115975

Single Audit

Select the appropriate response below based on the Fiscal Year Begin Date as entered above:

For Fiscal Years Beginning Before December 26, 2014

Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

OR

For Fiscal Years Beginning On or After December 26, 2014

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Yes
 No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Equal Employment Opportunity Plan (EEOP)

Type I Entity - Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity

- The applicant is exempt from the EEOP requirements required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302;
- the applicant must complete Section A of the [Certification Form](#) and send it to the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity - Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity - Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Lisa Olmeda 2110 4th St. Rosenberg, Texas 77471

Type III Entity - Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity - Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and

- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes
 No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

Yes
 No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Analyst (e.g., crime, crime scene investigators,	The goal of this project is to provide the Rosenberg Police	\$51,027.00	\$0.00	\$0.00	\$0.00	\$51,027.00	100

	forensic, crime laboratory, etc.)	Department with a Crime Analyst who is designated to improve intelligence and information sharing within the police department, surrounding law enforcement agencies, and other regional partners through HRISC.						
Equipment	Desktop System and Accessories	The Crime Analyst would need a desktop computer and software installed to complete their daily functions.	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Personnel	\$51,027.00	\$0.00	\$0.00	\$0.00	\$51,027.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$52,527.00	\$0.00	\$0.00	\$0.00	\$52,527.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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CITY COUNCIL COMMUNICATION

March 17, 2014

ITEM #	ITEM TITLE
2	Presentation Regarding a Proposed Eagle Scout Project for Community Park – Refurbishing Benches

ITEM/MOTION

Review and discuss a presentation regarding a proposed Eagle Scout Project to refurbish benches at Community 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

SUPPORTING DOCUMENTS:

1. Presentation – Community Park Eagle Project
2. Parks and Recreation Board Meeting Minute Excerpt – 01-22-15

MUD #:N/A

APPROVALS

Submitted by:


 Darren McCarthy
 Parks and Recreation
 Director

Reviewed by:

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

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

On January 22, 2015, at the regularly scheduled Parks and Recreation Board (Board) meeting, Jonathan Liang, Troop 1000, presented a proposal to refurbish park benches at Community Park. After reviewing the presentation regarding the proposal, the Board unanimously recommended the Project plan for approval.

Staff recommends approval of the proposed Eagle Scout Project at Community Park based upon Jonathan Liang's presentation and the recommendation of the Parks and Recreation Board.

Community Park Eagle Project

Jonathan Liang (Troop 1000)



Project Overview

- ◆ The proposal of this project is to refurbish the four benches already at the park and to install two new benches
- ◆ Purpose: To provide a more comfortable area for people to rest between games, watch games, or hangout between games
- ◆ The two new benches will be installed to the side of the basketball goal for safety purposes

Project Phases

- ◆ Remove old wood, nuts, bolts, and washers
- ◆ Install new wood, nuts, bolts, washers, and benches
- ◆ Repaint bench frames
- ◆ Apply water treatment to new wood

Materials

- ◆ Lumber 2 in. x4 in. x 8ft, treated
- ◆ Nuts, Bolts, and Washers, galvanized
- ◆ Water Treatment
- ◆ Paint
- ◆ New benches

Tools

- ♦ Saw, drill, post hole digger, shovels, paint brushes, measuring tape, hammer, eyeglasses, closed toed shoes, gloves, level, and wrench

Budget

- ◆ Wood $\$3.97 \times 24 = \95.28
- ◆ Washers $\$4.50$ (per 25) $\times 2 = \$9.00$
- ◆ Bolts $\$20.46$ (per 25) $\times 2 = \$40.96$
- ◆ Nuts $\$4.27$ (per 25) $\times 2 = \$8.54$
- ◆ Benches $\$271 \times 2 = \542
- ◆ Water Treatment $\$26.97$
- ◆ Paint $\$9.48$

Budget cont.

- ◆ Paintbrush \$9.97
- ◆ Material total \$732.23
- ◆ Tools \$496.91-\$718.25
- ◆ Other \$50 Refreshments and eye protection
- ◆ Total budget \$1279.14-\$1500.48
- ◆ Money for the budget will come from donations from extended family, family friends, church, and troop

Safety

- ◆ Power tools will have to be handled by adults with experience with those tools
(www.scouting.org/sitecore/content/Home/HealthandSafety/Guidelines_Policies.aspx)
- ◆ First aid kit will be in a vehicle on site

Questions ?

CITY OF ROSENBERG

PARKS AND RECREATION BOARD MEETING MINUTES

On this the 22nd day of January 2015, 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 Secretary
William Allen	Parks and Recreation Board Member
Melissa Dixon	Parks and Recreation Board Member
Rudy Guerrero	Parks and Recreation Board Member
Eric Juarez	Parks and Recreation Board Member
Bertha Nell Kelm	Parks and Recreation Board Member
Ray Kueck	Parks and Recreation Board Member
Eric Ramirez	Parks and Recreation Board Member
Julia Worley	Parks and Recreation Board Member

MEMBERS ABSENT

George Zepeda	Parks and Recreation Board Vice-Chairman
Amanda Barta	Council Liaison

STAFF PRESENT

Jeff Trinker	Executive Director of Support Services
Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Program Coordinator
Kat Poppleton	Parks and Recreation Secretary

GUESTS PRESENT

Jonathan Liang	BSA Troop 1000
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AGENDA

CALL TO ORDER

Teresa Bailey, Parks and Recreation Board Chairman, declared a quorum and called the meeting to order at 6:00 p.m.

1. CONSIDERATION OF AND ACTION ON MINUTES OF DECEMBER 18, 2014 PARKS AND RECREATION BOARD MEETING.

Key Discussion: Kat Poppleton, Parks and Recreation Clerk, asked the Board to review the minutes of the December meeting as presented and take action as necessary.

ACTION: William Allen made a motion, seconded by Stanley Kucherka, that the minutes be accepted as presented. The motion carried unanimously by a vote of those present.

2. CONSIDERATION OF AND ACTION ON A PROPOSED EAGLE SCOUT PROJECT FOR COMMUNITY PARK BY JONATHAN LIANG, TROOP 1000.

Key Discussion: Darren McCarthy, Parks and Recreation Director, introduced Jonathan Liang, of Troop 1,000, to conduct a presentation for his Eagle Scout Project. Jonathan presented the board with two (2) options on

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

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

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

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

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

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

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

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

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

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

Darren presented Board Members with the following Rental Summary Report:

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



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
3	Resolution No. R-1942 - Rosenberg Roughnecks Youth Football Agreement

ITEM/MOTION

Consideration of and action on Resolution No. R-1942, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Agreement by and between the City and Rosenberg Roughnecks Youth Football for use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1942
2. Rosenberg Roughnecks Agreement – Redlined
3. LaChappelle Correspondence without attachment – 11-19-14
4. Rosenberg National Little League (RNLL) Agreement – 11-15-11
5. Parks and Recreation Board Meeting Minute Excerpt – 12-18-14
6. Parks and Recreation Board Meeting Minute Excerpt – 10-23-14
7. Parks and Recreation Board Meeting Minute Excerpt – 09-18-14

APPROVALS

Submitted by:


 Darren McCarthy
 Parks and Recreation
 Director

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney **DNRBHZ/rl**
- City Engineer
- Exec. Dir. of Support Services *ST*

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

At the regularly scheduled Parks and Recreation Board (Board) meeting on December 18, 2014, staff presented a proposed Agreement, by and between the City of Rosenberg and the Rosenberg Roughnecks Youth Football (RRYF), for the use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park for the youth football league. RRYF has also requested use of the concession stand. Currently, the Rosenberg National Little League (RNLL) has exclusive use of the concession stand written into their Agreement with the City.

After some discussion, the Board unanimously recommended the RRYF Agreement be extended, with updates, through 2016 so the end of the Agreement term will coincide with the Agreement terms and expiration in place for RNLL. At that time, provisions for the mutual use of the concession stand may be incorporated into any new Agreements with both RNLL and RRYF.

Staff recommends approval of Resolution No. R-1942 to update and extend the Agreement with the RRYF, attached to the Resolution as Exhibit "A".

RESOLUTION NO. R-1942

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, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND ROSENBERG ROUGHNECKS YOUTH FOOTBALL FOR PERMITTED USE OF DESIGNATED FIELDS AT SEABOURNE CREEK REGIONAL SPORTS COMPLEX AND SUNSET PARK.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute an Agreement by and between the City of Rosenberg and the Rosenberg Roughnecks Youth Football league for permitted use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park.

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

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

**ROSENBERG ROUGHNECKS
AND CITY OF ROSENBERG AGREEMENT**

This Agreement sets forth the terms and conditions agreed upon by the City of Rosenberg, Texas, through its Parks and Recreation Department, hereinafter called "the City" and the Rosenberg Roughnecks, hereinafter called the "Organization". Stipulations set forth within this Agreement are duly set forth by the City Council of the City of Rosenberg, Texas, and the officers of the Rosenberg Roughnecks organization and cover the permitted use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park including the permanent structures therein.

Section 1: Definitions

City: Refers specifically to the City of Rosenberg, Texas.

Director: Refers specifically to the Parks and Recreation Director for the City of Rosenberg.

Organization: Refers specifically to Rosenberg Roughnecks Youth Football.

Priority Use: Refers to giving the Organization first-use option of the facilities specific to this Agreement.

RCC: Refers to the Rosenberg Civic Center, located at 3825 Highway 36 South.

Recognized League Status: The Parks and Recreation Board determines recognized league status. At present, only Rosenberg National Little League (RNLL) and Roughneck Youth Football have recognized league status.

Section 2: Scheduling

The Organization shall have priority use of one (1) baseball field at Sunset Park and two (2) football/soccer field at Seabourne Creek Regional Sports Complex. Said priority use shall coincide with the Organization's season from July 1st through December 31st in a single calendar year.

In addition to scheduling practices, regular season games, and other related activities such as football camps, tournaments, or registration days, the Organization shall schedule tournaments and additional games as needed. The Organization shall provide the City a schedule for field use on each individual field. A schedule for tournaments and/or special events shall be provided in writing in advance.

Section 3: Participant Fee

In consideration for the priority field use identified in Section 2, the Organization agrees to pay the City a fee equal to \$3.00 per registered participant per season. Said fee will be used to help the City offset costs for field maintenance and utilities including electrical for lighting. The payment for the total fees shall be made to the City within thirty (30) days of the first regular season game.

The Organization will continue to submit facility requests, game and practice schedules to the City, as necessary. The Organization will be given priority and first choice for use of the field and related facilities, including but not limited to parking lots and scoreboards at Seabourne Creek Regional Sports Complex and Sunset Park.

Section 4: Field Maintenance

The City will be responsible for mowing and field maintenance seven (7) days outside of the playing field areas at Seabourne Creek Regional Sports Complex and Sunset Park. In addition, the City will assume

responsibility for maintenance and repair of fencing, parking lots, restrooms, and sidewalks. It will be the responsibility of the City to mow the field. The City will only line the field one (1) time per league specifications. All additional field lining expenses will be the sole responsibility of the Organization.

Section 5: Utilities

It is agreed that electric service, which will be in the name of the City, will be available to the Organization on an as-required basis during their regular seasons or approved special off-season activities. The Organization will notify the City by way of the RCC in advance if lights are required. The City will be responsible for 100% of the electrical costs and will be responsible for all charges associated with providing service for water. Water service shall always be the sole responsibility of the City.

Section 6: Maintenance

The City will provide a level of maintenance service to all park and recreation facilities that ensure the safe and efficient use of facilities by the Organization and the general public. The Organization is responsible for correcting hazardous conditions, including but not limited to broken scorer's stands and broken sleds, related to the Organization's activities. Failure to address the hazardous conditions within 24 hours could result in the suspension of having a recognized league status. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City of Rosenberg but will retain the right to remove the property after 24-hour notification by the City.

The Organization will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, dragging infields, screening, etc.). The Organization will bear the cost for repairs to City property caused by the Organization (i.e. irrigation, landscape, facility damages). The Organization shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.).

The City has established a Service Request/Work Order System. This system follows the below listed procedure: (Priorities determined by City of Rosenberg staff)

<u>Priority</u>	<u>Priority Description</u>	<u>Notes</u>
1.	Emergency	Respond within 24 hours
2.	Urgent	Respond within 72 hours
3.	General	Respond within One (1) Week
4.	Routine	Respond within Two (2) Weeks
SE	Special Events	Completed by date required

Included with this Agreement as Attachment "B" is a copy of the Service Request/Work Order form. Requests shall be completed on the form and turned in to the City in order to schedule necessary inspections and/or repairs. The form can be brought to the main RCC or Parks and Recreation Department office, faxed, or emailed. Emergency requests may be made in person. After business hours or on weekends, contact Police Department at 832-595-3700. Verbal requests shall be followed up with written requests to ensure completion of request. Email is the preferred method of requesting maintenance assistance. See Attachment "A" for a list of contact information.

Section 7: Litter Control

After use, the Organization will remove trash from dugouts, around concession stands, playing fields, the facilities/buildings, parking areas and inspect common areas for trash, debris, and litter associated with their activities. All trash, debris, and litter can be deposited in the trash receptacles or dumpster on the park grounds.

The City will share the responsibility to keep all facilities clean of trash, debris, and litter.

Section 8: Vandalism

The Organization will secure access to all doors, windows, or any other points from which a person could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent police patrols, overall security assessment, and other measures upon the review and permission of the Director. The City will investigate to determine cause of vandalism. Results of investigation then drives who will be responsible for repairs. City could incur a tremendous liability if, by example, Organization did not secure all access points and vandals caused significant damages or Organization participants caused damage.

Repairs to facilities caused by vandalism will be the responsibility of the City. The City will repair or replace due to vandalism as necessary, the following equipment: air conditioners\heaters, electrical and lighting systems, telephone systems, plumbing systems, or others upon review and permission of the Director. The Organization will be responsible for replacing or repairing items vandalized which the Organization owns.

Section 9: Security

City parks are patrolled regularly by the Rosenberg Police Department. The Parks and Recreation Department provides Park personnel to monitor the parks. The Parks personnel's role is to conduct daily visits and inspections, and report any problems to the Parks and Recreation Department and/or Police Department.

If you are a witness to a violation of those rules or actions inconsistent with expectations of a public setting, it is a requirement to contact a City of Rosenberg Parks and Recreation employee, or for reporting after-hours incidents (6:00 p.m., to 8:00 a.m., weekends and holidays), contact the Parks and Recreation on-call service via the Police Department's main number at 832-595-3700. City shall post signs listing the telephone numbers.

Section 10: Restroom Facilities

Restroom facilities or portable toilets are available at City-owned facilities. The cleaning of restrooms and provision of necessary supplies is the responsibility of the City. The City will clean the restrooms daily and as needed. The City expects assistance in meeting the health and safety needs of our park patrons. The Organization may be responsible for supplemental cleaning of the restrooms as determined by the Director. Additional cleaning costs will be the costs provided by the City's cleaning contractor. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City-owned parks.

Section 11: Facility Keys

Where applicable, keys will be provided to the storage buildings, gates, and lighting boxes. Keys will be limited to a maximum of two (2) keys issued for each facility. At the end of each season, all keys must be returned to the Parks and Recreation Department before issuance of new keys for the next season. The Organization will provide a list of all names and telephone numbers of Organization members in possession of facility keys.

Section 12: Signage

Sponsorship signs are allowed at facilities as long as they meet the City specifications. The City recognizes two (2) types of sponsorship signs: sponsorship signs attached to concession buildings or other buildings and sponsorship signs attached to ball field fence work and field scoreboards. The City must approve the design and placement of sponsorship signs attached to buildings before installation or replacement. Sponsorship signs attached to fence work must not exceed 4' tall, 8' in length, and 1/4" in thickness. These signs may be attached to the ball field fences as long as they are legible from the ball field viewing area, are well painted and maintained, and are all placed at the same height from the ground. The City must approve the exact placement of the sign before installation.

Requests to place signs on facilities that have not previously had signs will require a minimum of one week advance approval of the City. A written request must be submitted to the Parks and Recreation Director or designee prior to the desired date of installation.

All sponsorship signs that are damaged from weather, vandalism, or normal wear and tear must be repaired or replaced by the Organization. If not repaired in a timely manner, the signs will be removed at the City's discretion per the recommendation of the Director.

All sponsorship signs must be reviewed annually to determine if they should be repaired, updated, or removed.

Unless earlier revoked, approval to construct, erect or place a fence or wall sign is valid for one (1) year from the date of approval. Requests for annual renewal of specific signs shall be submitted in writing to the Parks and Recreation Director.

Section 13: Emergencies and Accidents

The Organization and its representatives shall be required to inform the Parks and Recreation office of any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of City-owned facilities shall be reported to the Parks and Recreation office at the beginning of the first business day following the accident. Emergencies involving maintenance of the facility should be reported immediately by contacting the Rosenberg Police Department at 832-595-3700. The Police Department will contact the proper on-call staff representative.

Section 14: Terms and Conditions

The Organization agrees and acknowledges that final decision making authority for park activity is vested with the City Manager or his or her appointee. The Organization shall bear no financial obligation or liability for the implementation or completion of projects and activities. This Agreement may be terminated at any time by either party by providing written 30-day notice to the other party.

If either party alleges that the other party has failed to abide by the terms of this Agreement, the City or Organization shall notify the other party in writing which outlines the specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, City staff will present a recommendation to City Council to terminate this Agreement. City Council shall have the authority to make the final decision.

Section 15: Weather Issues and Cancellations

Lightning Safety:

- The Organization agrees to move from premises immediately in the event thunder is heard during any scheduled activities.

Rainout Information:

- Rainout information will be posted on the Parks and Recreation Facebook website at: www.facebook.com/RosenbergPARD.
- After 5:00 p.m., the Organization officials will determine whether or not the fields are playable for games. The City will attempt to update the Facebook website when possible. It will not always be possible to update the website; therefore, teams may have to drive to the field to find out if the games have been cancelled. Rain is often scattered, so do not assume that games have been cancelled unless there is notification on the website or you have verified the fact at the field.
- The Organization will be responsible to re-schedule games by calling the RCC if additional days/times are needed and do not fit into the schedule of times that they have already reserved for the season.

- The City reserves the right to make a final determination on the safety and playable conditions for the fields.

Section 16: Enhancements

The Organization will not install build or perform any type of facility or property improvements without the express written consent of the City of Rosenberg. These enhancements could include but not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, and modifying irrigation systems. Requests for improvements must be submitted in writing to the Parks and Recreation Director at least thirty (30) days prior to the desired date of performing the improvement. All requests require approval of the Director of Parks and Recreation or designee. See attached Facility Enhancement Form, Attachment "C" to this Agreement.

Section 17: Credit for Enhancements

The City will consider credit for facility or property improvements completed by the Organization. Said credit shall be equal to 50% of the documented investment and shall not exceed a maximum of 50% from the total participation fee payment for the current season.

Documentation in the form of invoices, receipts, contracts, or other detailed documents must explicitly detail expenses incurred towards the facility or property improvement. Voluntary man hours shall not be considered in the calculation of "investment". The Director will determine the credit before invoicing the Organization for participant use fees.

Section 18: City Ordinances and Policies

The Organization shall comply with City ordinances and policies related to the use of park facilities. These include, but are not limited to:

1. Ordinance Section 4-10
All dogs, cats, livestock and poultry are prohibited in City parks. Any person who knowingly brings any animal into a city park shall be subject to citation by an animal control officer and/or city police officer, regardless of whether or not the animal was under the physical, visible or audible control of such person. The ONLY exception to the City Ordinance is any animal used by an individual for medical purposes (i.e. sight assisting dogs).
2. Ordinance Section 14-93
It shall be unlawful for any person(s) to unreasonably disturb, injure or endanger the comfort, repose, health, peace of, and/or safety of others within the limits of the city.
3. Ordinance Section 21-49
It shall be unlawful for any person to go upon a city park with any glass container.
4. Ordinance Section 21-50
Alcoholic beverages are prohibited from all City parks.
5. Ordinance Section 21-52
It shall be unlawful for any person to use tobacco products within a City Park.

Section 19: Parking

The Organization is entitled to use parking areas located at each park. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No Parking" areas, as designated by posted signs, will be strictly enforced. Provisions can be made to reserve parking spaces for emergency vehicles. Handicapped parking spaces are available at each established parking area. No motorized vehicles will be allowed in the parks except in parking areas, the exception being emergency vehicles assisting an

accident or injury, or the delivery of equipment, supplies and/or materials. Charging for parking is not allowed.

Section 20: Lighting Policies

Activity lighting shall end no later than 10:00 p.m., on weekdays and 11:00 p.m., on Saturday or Sunday evenings.

Section 21: Term of Agreement

Following execution of this Agreement, it shall be effective on March 17, 2015, through November 17, 2016.

Section 22: Concession Facility

The operation and maintenance of a concession facility shall be the responsibility of the Organization. All revenues generated from the concession operations shall go to the Organization. The Parks and Recreation Director shall approve the list of products to be offered. All applicable City health permits must be obtained before food is served to the public.

Section 23: Insurance and Indemnification

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

Entered this _____ day of _____ 2015.

President
Rosenberg Roughnecks

City Manager
City of Rosenberg, Texas

Attachment "A"

LIST OF CONTACTS

<u>Contact</u>	<u>Phone Number</u>	<u>Email Address</u>
Parks and Recreation Office	832-595-3960	N/A
Police Dispatch	832-595-3700	N/A
Darren McCarthy – Parks and Recreation Director	832-595-3960	darrenm@ci.rosenberg.tx.us
Paul Rodgers – Parks Supervisor	832-595-3960	paulr@ci.rosenberg.tx.us
On-Call Service (After Hours)	832-595-3700	N/A
Reservations – Rosenberg Civic Center	832-595-3520	N/A

Attachment "B"

**CITY OF ROSENBERG PARK MAINTENANCE
SERVICE REQUEST/WORK ORDER**

Request Date: _____

Name: _____

Address: _____

City/Zip: _____

Phone: Home: _____

Work: _____

Request: _____

Location: _____

Date Required By: _____

Request Completed By: _____

Further Comments or Instructions: _____

For City of Rosenberg Use Only:

Date Received by Parks and Recreation Department: _____

Time: _____ AM / PM

Attachment "C"

FACILITY ENHANCEMENT REQUEST FORM

The Organization will not build, install, or perform any type of facility enhancement without the express written consent of the City of Rosenberg. This form is due thirty (30) days prior to the desired date of performing the improvement.

Request Date: _____

Name of Organization: _____

Contact Person: _____

Phone: Home: _____

Work: _____

Email Address: _____

Type of Facility: _____

Requested Enhancement: _____

Estimated Start of Enhancement: _____

Estimated Completion Date: _____

** IF THE CITY IS TO PERFORM ANY DUTIES OR IS REQUESTED TO ASSIST PLEASE LIST IN THE COMMENTS SECTION.

Comments: _____

For City of Rosenberg Use Only:

Request:	DENIED	APPROVED
By: _____		Date: _____
Parks and Recreation Director		
By: _____		Date: _____
City Manager		

ROSENBERG ROUGHNECKS AND CITY OF ROSENBERG AGREEMENT

This ~~a~~Agreement sets forth the terms and conditions agreed upon by the City of Rosenberg, Texas, through its Parks and Recreation Department, hereinafter called "the City" and the Rosenberg Roughnecks, hereinafter called the "Organization". Stipulations set forth within this ~~a~~Agreement are duly set forth by the City Council of the City of Rosenberg, Texas, and the officers of the Rosenberg Roughnecks organization and cover the permitted use of designated fields at Seabourne Creek ~~Park~~ Regional Sports Complex and Sunset Park including the permanent structures therein.

Section 1: Definitions

City: Refers specifically to the City of Rosenberg, Texas.

Director: Refers specifically to the Parks and Recreation Director for the City of Rosenberg.

Organization: Refers specifically to Rosenberg Roughnecks Youth Football.

Priority Use: Refers to giving the Organization first-use option of the facilities specific to this Agreement.

RCC: Refers to the Rosenberg Civic Center, located at 3825 Highway 36 South.

Recognized League Status: The Parks and Recreation Board determines recognized league status. At present, only Rosenberg National Little League (RNLL) and Roughneck Youth Football have recognized league status.

Section 12: Scheduling

The Organization shall have priority use of one (1) baseball field at Sunset Park and ~~one (1) baseball field and one (1) two (2)~~ football/soccer field at Seabourne Creek ~~Park~~Regional Sports Complex. Said priority use shall coincide with the Organization's season from July 1~~st, _____~~, through December 31st ~~in a single calendar year, _____~~.

In addition to scheduling practices, regular season games, and other related activities such as football camps, tournaments, or registration days, the Organization shall schedule tournaments and additional games as needed. The Organization shall provide the ~~Rosenberg Parks and Recreation Department~~City a schedule for field use on each individual field. A schedule for tournaments and/or special events shall be provided in writing in advance.

Section 23: Participant Fee

In consideration ~~of for~~ the priority field use identified in Section ~~12~~, the Organization agrees to pay the City a fee equal to \$3.00 per registered participant per season. Said fee will be used to help the City offset costs for field maintenance and utilities including electrical for lighting. The payment for the total fees shall be made to the City within thirty (30) days of the first regular season game.

The Organization will continue to submit facility requests, game and practice schedules to the ~~Rosenberg Civic Center~~City, as necessary. ~~Secondly, t~~The Organization will be given priority and first choice for use of the field and related facilities, including but not limited to parking lots and scoreboards at Seabourne Creek ~~Park~~Regional Sports Complex and Sunset Park.

Section 34: Field Maintenance

The City will be responsible for mowing and field maintenance seven (7) days outside of the playing field areas at Seabourne Creek ~~Park-Regional Sports Complex~~ and Sunset Park. In addition, the City will assume responsibility for maintenance and repair of fencing, parking lots, restrooms, and sidewalks. It will be the responsibility of the City ~~contractor~~ to mow ~~the field.~~ The City will only line the field one (1) time per league specifications. All additional field lining expenses will be the sole responsibility of the Organization.

Section 45: Utilities

It is agreed that electric service, which will be in the name of the City, will be available to the Organization on an as-required basis during their regular seasons or approved special off-season activities. The Organization will notify the City by way of the RCC in advance if lights are required. The City will be responsible for 100% of the electrical costs and will be responsible for all charges associated with providing service for water. ~~It is intended that w~~Water service shall always be the sole responsibility of the City.

Section 56: Maintenance

The City ~~of Rosenberg~~ will provide a level of maintenance service to all park and recreation facilities that ensure the safe and efficient use of facilities by the Organization and the general public. The Organization is responsible for correcting hazardous conditions, including but not limited to broken scorer's stands and broken sleds, related to the ~~associa~~Organization's activities. Failure to address the hazardous conditions within 24 hours could result in the suspension of having a recognized league status. The City ~~of Rosenberg~~ will not provide maintenance or upkeep to property or facilities that are not owned by the City of Rosenberg but will ~~retain~~ the right to remove the property after 24-hour notification by the City.

The Organization will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, dragging infields, screening, etc.). The ~~leagues-Organization~~ will bear the cost for repairs to City property caused by the ~~leagues-Organization~~ (i.e. irrigation, landscape, facility damages).~~→~~ The Organization shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.).

The ~~Parks and Recreation Department~~City has established a Service Request/Work Order System. This system follows the below listed procedure: (Priorities determined by City of Rosenberg staff)

<u>Priority</u>	<u>Priority Description</u>	<u>Notes</u>
1.	Emergency	Respond within 24 hours
2.	Urgent	Respond within 72 hours
3.	General	Respond within One (1) Week
4.	Routine	Respond within Two (2) Weeks
SE	Special Events	Completed by date required

~~The purpose of the system is to provide park maintenance personnel with documentation in order to better serve and track facility repairs, maintenance activities, and service requests. Its intent is to provide a better means of communication between persons requesting service and park maintenance personnel concerning park facilities.~~

~~Included with this Agreement as Attachment "B"~~Attached to this document is a copy of the Service Request/Work Order form. Requests ~~can~~shall be completed on the form and turned in to the ~~Parks and Recreation Department~~City in order to schedule necessary inspections and/or repairs. The form can be brought to the main RCC or Parks and Recreation Department office, faxed, or emailed. Emergency requests ~~can~~may be made in person. After business hours or on weekends, contact Police Department at 832-595-3700. Verbal requests ~~should~~shall be followed up with written requests to ~~i~~ensure completion of request. Email is the preferred method of requesting maintenance assistance. See ~~a~~Attachment "A" ~~with~~for a list of contact information.

Section 67: Litter Control

~~After use, T~~he Organization ~~and individuals~~ will remove trash ~~daily~~ from dugouts, around concession stands, playing fields, the facilities/buildings, parking areas and inspect common areas for trash, debris, and litter associated with their activities. All trash, debris, and litter can be deposited in the trash receptacles or dumpster on the park grounds.

The City will share the responsibility to keep all facilities clean of trash, debris, and litter.

~~Currently the City collects trash from the trash receptacles daily at community parks and neighborhood parks. Litter and debris collection is completed daily by the City.~~

Section 78: Vandalism

The Organization will secure access to all doors, windows, or any other points from which a person could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent police patrols, overall security assessment, and other measures upon the review and permission of the Director. The City will investigate to determine cause of vandalism. Results of investigation then drives who will be responsible for repairs. City could incur a tremendous liability if, by example, Organization did not secure all access points and vandals caused significant damages or Organization participants caused damage.

Repairs to facilities caused by vandalism will be the responsibility of the City. The City will repair or replace due to vandalism as necessary, the following equipment: air conditioners\heaters, electrical and lighting systems, telephone systems, plumbing systems, or others upon review and permission of the Director. The Organization will be responsible for replacing or repairing items vandalized which the Organization owns.

Section 89: Security

City parks are patrolled regularly by the Rosenberg Police Department. The Parks and Recreation Department provides Park personnel to monitor the parks. The Parks personnel's role is to conduct daily visits and inspections, and report any problems to the Parks and Recreation Department and/or Police Department.

~~As such, it is neither the responsibility nor the right of persons other than those representing the City of Rosenberg Parks and Recreation Department to enforce park rules and regulations.~~ If you are a witness to a violation of those rules or actions inconsistent with expectations of a public setting, please it is a requirement to contact a City of Rosenberg Parks and Recreation employee, or for reporting after-hours incidents (6:00 p.m. to 8:00 a.m., weekends and holidays), contact the Parks and Recreation on-call service via the Police Department's main number at 832-595-3700. City shall post signs listing the telephone numbers.

Section 910: Restroom Facilities

Restroom facilities or portable toilets are available at City--owned facilities. The cleaning of restrooms and provision of necessary supplies is the responsibility of the City. The City will clean the restrooms daily and as needed. The City expects assistance in meeting the health and safety needs of our park patrons. The Organization may be responsible for supplemental cleaning of the restrooms as determined by the Director. Additional cleaning costs will be the costs provided by the City's cleaning contractor. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to eCity--owned parks.

Section 1011: Facility Keys

Where applicable, keys will be provided to the storage buildings, gates, and lighting boxes. Keys may will be limited to a maximum of two (2) keys issued for each facility. ~~The Organization will be assessed a deposit.~~ At the end of each season, all keys must be returned to the Parks and Recreation Department before issuance of new keys for the next season. ~~Key deposits will be refunded upon return of issued~~

~~keys.~~ The Organization will provide a list of all ~~Organization Members~~ names and telephone numbers of Organization members in possession of facility keys.

Section 142: Signage

Sponsorship signs are allowed at facilities as long as they meet the City specifications. The City recognizes two (2) types of sponsorship signs: sponsorship signs attached to concession buildings or other buildings and sponsorship signs attached to ball field fence work and field scoreboards. The City must approve the design and placement of sponsorship signs attached to buildings before installation or replacement. Sponsorship signs attached to fence work must not exceed 4' tall, 8' in length, and at least 1/4" in thickness, and 8'. These signs may be attached to the ball field fences as long as they are legible from the ball field viewing area, are well painted and maintained, and are all placed at the same height from the ground. The City ~~before installation~~ must approve the exact placement of the sign before installation.

Requests to place signs on facilities that have not previously had signs will require ~~the~~ a minimum of one week advance approval of the City. ~~A~~ Written request must be submitted to the Parks and Recreation Director or designee prior to the desired date of installation.

All sponsorship signs that are damaged from weather, vandalism, or normal wear and tear must be repaired or replaced by the Organization. If not repaired in a timely manner, the signs will be removed at the City's discretion per the recommendation of the Director.

All sponsorship signs ~~should~~ must be reviewed annually to determine if they should be repaired, updated, or removed.

Unless earlier revoked, approval to construct, erect or place a fence or wall sign is valid for one (1) year from the date of approval. Requests for annual renewal of specific signs shall be submitted in writing to the Parks and Recreation Director.

Section 123: Emergencies and Accidents

The Organization and its representatives ~~should make every attempt~~ shall be required to inform the Parks and Recreation office of any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of City-owned facilities ~~shall~~ be reported to the Parks and Recreation office at the beginning of the first business day following the accident. Emergencies involving maintenance of the facility should be reported immediately by contacting the Rosenberg Police Department at 832-595-3700. The Police Department will contact the proper on-call staff representative.

Section 134: Terms and Conditions

The Organization agrees and acknowledges that final decision making authority for park activity is vested with the ~~Director of Parks and Recreation or properly authorized City official~~ City Manager or his or her appointee. The Organization shall bear no financial obligation or liability for the implementation or completion of projects and activities. This ~~A~~ Agreement may be terminated at any time by either party by providing written 30-day notice to the other party.

If either party alleges that the other party has failed to abide by the terms of this Agreement, the City or Organization shall notify the other party in writing which outlines the specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, ~~the~~ City staff will present a recommendation to City Council to terminate this Agreement. City Council shall have the authority to make the final decision.

~~It is the objective of the Rosenberg Parks and Recreation Department and the Organization that they shall work together with the mutual goal of attaining Seabourne Creek Park's potential.~~

Section 145: Weather Issues and Cancellations

Lightning Safety:

- The Organization agrees to move from premises immediately in the event thunder is heard during any scheduled activities.

Rainout Information:

- ~~The Parks and Recreation Department will prepare a recording concerning the status of the softball games on days in which the field's playing conditions are questionable. The phone number to call after 4:00 p.m., for rainout information on game day is 832-595-3936. Rainout information will be posted on the Parks and Recreation Facebook website at: www.facebook.com/RosenbergPARD.~~
- After 5:00 p.m., the ~~league~~ Organization officials will determine whether or not the fields are playable for games. The ~~Parks and Recreation Department~~ City will attempt to update the ~~Facebook website~~ recorder when possible. It will not always be possible to update the ~~website~~ recorder; therefore, teams may have to drive to the field to find out ~~that~~ if the games have been cancelled. Rain is often scattered, so do not assume that games have been cancelled unless there is notification on the ~~recorder~~ website or you have verified the fact at the field.
- The Organization will be responsible to re-schedule games by calling the ~~Rosenberg Civic Center~~ RCC if additional days/times are needed and do not fit into the schedule of times that they have already reserved for the season.
- The ~~Parks and Recreation Department~~ City reserves the right to make a final determination on the safety and playable conditions for the fields.

Section 156: Enhancements

The Organization will not install build or perform any type of facility or property improvements without the express written consent of the City of Rosenberg. These enhancements could include but not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, and modifying irrigation systems. Requests for improvements must be submitted in writing to the Parks and Recreation Director at least thirty (30) days prior to the desired date of performing the improvement. All requests require approval of the Director of Parks and Recreation or designee. See attached Facility Enhancement Form-1, [Attachment "C" to this Agreement](#).

Section 167: Credit for Enhancements

The City will consider credit for facility or property improvements completed by the Organization. Said credit shall be equal to 50% of the documented investment and shall not exceed a maximum of 50% from the total participation fee payment for the current season.

Documentation in the form of invoices, receipts, contracts, or other detailed documents must explicitly detail expenses incurred towards the facility or property improvement. Voluntary man hours shall not be considered in the calculation of "investment". [The Director will determine the credit before invoicing the Organization for participant use fees.](#)

Section 178: City Ordinances and Policies

The Organization shall comply with City ordinances and policies related to the use of park facilities. These include, but are not limited to:

1. Ordinance Section 4-10
All dogs, cats, livestock and poultry are prohibited in City parks. Any person who knowingly brings ~~takes or holds~~ any animal into a city park shall be subject to citation by an animal control officer

and/or city police officer, regardless of whether or not the animal was under the physical, visible or audible control of such person. The ONLY exception to the City Ordinance is any animal used by an individual for medical purposes (i.e. sight assisting dogs).

2. Ordinance Section 14-93

It shall be unlawful for any person(s) to unreasonably disturb, injure or endanger the comfort, repose, health, peace of, and/or safety of others within the limits of the city.

3. Ordinance Section 21-49

It shall be unlawful for any person to go upon a city park with any glass container.

4. Ordinance Section 21-50

Alcoholic beverages are prohibited from all City parks.

~~5. Ordinance Section 21-52 All sports playing field area, meaning all areas within the fences and/o~~

~~It shall be unlawful for any person to use tobacco products within a City Park.~~

~~5. boundaries of a field or court are deemed to be tobacco free areas. Use of chewing tobacco, snuff, cigarette, pipe or cigar smoking, and/or use of any other smoking equipment or device is prohibited from all sports playing field areas.~~

Section 189: Parking

The Organization is entitled to use parking areas located at each park. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No Parking" areas, as designated by posted signs, will be strictly enforced. Provisions can be made to reserve parking spaces for ~~E~~emergency ~~V~~vehicles. Handicapped parking spaces are available at each established parking area. No motorized vehicles will be allowed in the parks except in parking areas, the exception being emergency vehicles assisting an accident or injury, or the delivery of equipment, supplies and/or materials. Charging for parking is not allowed.

Section 1920: Lighting Policies

Activity lighting shall end no later than 10:00 p.m., on weekdays and 11:00 p.m., on Saturday or Sunday evenings.

Section 201: Term of Agreement

Following execution of this Agreement, it shall be effective on ~~January 4, 2010 for a term of five (5) years until December 31, 2014. February~~ March 17, 2015, through November 17, 2016.

Section 2122: Concession Facility

The operation and maintenance of a concession facility shall be the responsibility of the Organization. All revenues generated from the concession operations shall go to the Organization. The Parks and Recreation Director shall approve the list of products to be offered. All applicable City health permits must be obtained before food is served to the public.

Section 23: Insurance and Indemnification

Indemnity. Organization shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suites, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional Law, Tort, Contract, or Property Law, or raised pursuant to local, state, or federal statutory provisions), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Organization, its officers, agents, and employees. It is understood and agreed that the Organization and any employee, representative or volunteer shall not be considered an employee of the City. The Organization shall not be within protection or coverage of the City's workers' compensation

insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Organization's employees, representatives or volunteers for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

Entered this _____ day of _____ 200915.

President
Rosenberg Roughnecks

City Manager
City of Rosenberg, Texas

Attachment "A"

LIST OF CONTACTS

<u>Contact</u>	<u>Phone Number</u>	<u>Email Address</u>
Parks and Recreation Office	832-595-3960	N/A
Police Dispatch	832-595-3700	N/A
Darren McCarthy – Parks and Recreation Director	832-595-3960	darrenm@ci.rosenberg.tx.us
Paul Rodgers – Parks Supervisor	832-595-3960	paulr@ci.rosenberg.tx.us
On-Call Service (After Hours)	832-595-3700	N/A
Reservations – <u>Rosenberg Civic Center</u>	832-595-3520	N/A

Attachment "B"

**CITY OF ROSENBERG PARK MAINTENANCE
SERVICE REQUEST/WORK ORDER**

Request Date: _____

Name: _____

Address: _____

City/Zip: _____

Phone: Home: _____

Work: _____

Request: _____

Location: _____

Date Required By: _____

Request Completed By: _____

Further Comments or Instructions: _____

For City of Rosenberg Use Only:

Date Received by Parks and Recreation Department: _____

Time: _____ AM / PM

Attachment "C"

FACILITY ENHANCEMENT REQUEST FORM

The Organization will not build, install, or perform any type of facility enhancement without the express written consent of the City of Rosenberg. This form is due thirty (30) days prior to the desired date of performing the improvement.

Request Date: _____

Name of Organization: _____

Contact Person: _____

Phone: Home: _____

Work: _____

Email Address: _____

Type of Facility: _____

Requested Enhancement: _____

Estimated Start of Enhancement: _____

Estimated Completion Date: _____

** IF THE CITY IS TO PERFORM ANY DUTIES OR IS EXPECTED-REQUESTED TO ASSIST PLEASE LIST IN THE COMMENTS SECTION.

Comments: _____

For City of Rosenberg Use Only:

Request:	DENIED	APPROVED	
By: _____		Date: _____	
Parks and Recreation Director			
By: _____		Date: _____	
City Manager			

ROSENBERG ROUGHNECKS

November 19, 2014

City of Rosenberg
Rosenberg Parks and Recreation

Contract Modification Request:

Section 1: (Scheduling)

- Full access from July through July yearly
(With scheduling consideration to RNLL as well as any other events/organizations previously scheduled at Seabourne Creek Sports Complex)

Section 21: (Concession Facility)

- 4 home games during regular football season w/ access to facility plus potential for 4 playoff games from July thru December yearly.
- 4 additional events to be scheduled throughout the year with consideration of scheduling as to not interfere with RNLL and/or any other events/organization who have schedule facility prior to notification of request from the Rosenberg Roughnecks.

Equipment Purchases for field:

- 2 aluminum sideline benches to be purchased for the home/away sidelines of football field (see attached bid)
- The Rosenberg Roughnecks are prepared to make efforts to beautify our park, and would like to make these enhancements for the upcoming 2015 season.

The Rosenberg Roughnecks have been in the Rosenberg community for decades, in the past several years we have been making efforts to rebuild this organization to the glory that it once was. In order for us to do so, the access to the concession stands would make those efforts much more attainable as we would be able to easily utilize the facility for fundraising efforts. We are aware that the previous Rosenberg Roughneck President did not take the measures necessary to help facilitate the building of the present concession stand located at the city park, but we would like to have the opportunity to help grow this program and in doing so will need all resources that are available to do so. It would be greatly appreciated if we could negotiate the terms of the concession stand usage to accommodate all parties/organizations that utilize the city property in the attempt to benefit all of the youth in our community.

Thank you for your consideration, if you have any further questions or concerns please do not hesitate to reach me at the number or email address listed below.

Respectfully,

Christina LaChapelle
Rosenberg Roughneck President
832.344-8690
roughneckpresident@gmail.com

STATE OF TEXAS §

COUNTY OF FORT BEND §

**ROSENBERG NATIONAL LITTLE LEAGUE
AND CITY OF ROSENBERG BUILDING LEASE AND FIELD USE AGREEMENT**

THIS LEASE AND FIELD USE AGREEMENT, hereinafter called "Lease Agreement", made and entered into on the date last written below, sets forth the terms and conditions agreed upon by the City of Rosenberg, Texas, through its Parks and Recreation Department, hereinafter called "the City" and the Rosenberg National Little League, hereinafter called the "RNLL". Stipulations set forth within this lease agreement are duly set forth by the City Council of the City of Rosenberg, Texas and the officers of the Rosenberg National Little League organization and cover the permitted use of designated sports fields, buildings and facilities at Seabourne Creek Park, Sunset Park, and Travis Park including the permanent structures therein.

Section 1: Buildings

The City hereby leases to RNLL, and RNLL hereby leases from the City those certain premises in Fort Bend County, Texas, more particularly described as follows:

- Concession Building, Seabourne Creek Park Sports Complex
- Batting Cages, Seabourne Creek Park Sports Complex
- Field Equipment Storage Building, Seabourne Creek Park Sports Complex

Section 2: Building Rent

In consideration for the lease of the buildings specified above to RNLL, RNLL agrees to pay rent in the amount of One Dollar (\$1.00) payable for the entire term on the date of execution hereof.

Section 3: Use of Buildings

The operation and maintenance of the concession facility shall be the responsibility of RNLL. All revenues generated from the concession operations shall go to RNLL. The Parks and Recreation Director shall approve the list of products to be offered.

RNLL agrees that the leased buildings shall be used and occupied as a Baseball concession building; batting cages; and a field equipment storage building for the term of this agreement. RNLL will have sole use of the concession building, batting cages and field equipment storage building during the term of this lease. RNLL shall serve as the first option as the concession vendor for any organized parties using the related facilities, whether or not the activity is sponsored by RNLL during the term of this lease agreement.

RNLL shall not assign the lease or any interest therein, nor sublet the premises, or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of the City. In the event, under any circumstances, of assignment or subletting, the RNLL shall remain primarily liable for the performance of all other terms of this lease agreement required to be performed by RNLL.

The use of any buildings shall be in compliance with all City Building Codes and Ordinances. City personnel shall have the right to conduct inspections for compliance and to issue written notice of any violations. If failure to correct the violation(s) within twenty-four (24) hours, the City Building Official shall have the authority to suspend occupancy.

Section 4: Building Care and Uses

RNLL shall not use or occupy or permit the leased premises or any part thereof to be used or occupied for any unlawful business, use of purpose, nor for any business, use or purpose deemed disreputable or extra hazardous, nor for any purpose of in any manner which is in violation of any present or future governmental laws or regulations. RNLL will not do or permit anything to be done in, upon or about the leased premises that increases the fire hazard beyond that which exists by reason of the ordinary use or occupancy of the premises for the purposes specified above. RNLL will not do or permit to be done anything which will make uninsurable the leased premises or any part thereof. RNLL will not permit any mechanic's, material men's, or other liens to stand against the leased premises for work or material furnished to the RNLL. RNLL shall indemnify the City against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable counsel fees arising out of any violation of or default in these covenants.

Section 5: Use of Fields and Field Scheduling

RNLL shall have priority use of two (2) baseball fields at Sunset Park, three (3) baseball fields at Seabourne Creek Park, one (1) girls' softball field at Seabourne Creek Park, and one (1) baseball field at Travis Park. Said priority use shall coincide with RNLL season from January 15 through November 30. Baseball Field #1 at Sunset Park is not included in the priority use and will be scheduled through the Rosenberg Civic Center.

In addition to scheduling practices, regular season games, and other related activities, RNLL shall schedule tournaments and additional games as needed. RNLL shall provide the Rosenberg Parks and Recreation Department a schedule for field use on each individual field. A schedule for tournaments and/or special events shall be provided in writing in advance.

RNLL agrees to establish and coordinate a Rosenberg Girls Softball Program. Said Program shall utilize the girls' softball field at Seabourne Creek Park.

Section 6: Participant Fee

In consideration of the priority field use identified in Section 1, RNLL agrees to pay the City a fee equal to \$10.00 per registered participant per each regular Little League season. Said fee will be used to help the City offset costs for field maintenance and utilities including electrical for lighting. The payment for the total fees shall be made to the City within thirty (30) days of the first regular season game.

If RNLL elects to provide a Fall Season, it is considered a separate season from September 1 to November 30. The participant fee for the Fall Season shall be \$5.00 per registered participant. All terms and conditions of this Agreement shall apply to the Fall Season.

RNLL will continue to submit facility requests, game and practice schedules to the Rosenberg Civic Center, as necessary. Secondly, RNLL will be given priority and first choice for use of the field and related facilities at Seabourne Creek Park, Sunset Park, and Travis Park.

Section 7: Field Maintenance

It is agreed that all field maintenance within the boundaries of the chain link fences, will be the responsibility of RNLL five (5) days per week. The City will be responsible for mowing and field maintenance two (2) days per week inside the fences at Seabourne Creek Park. The City will be responsible for mowing and field maintenance seven (7) days outside of the playing field areas, to mean, all areas outside of the chain link fences at Seabourne Creek Park, Sunset Park and Travis Park. In addition, the City will assume responsibility for maintenance and repair of fencing, parking lots, restrooms, and sidewalks. The City will split the cost of the infield material at Sunset Park and Travis Park with RNLL on an annual basis.

Section 8: Building Maintenance

RNLL shall at all times during the duration of this lease agreement maintain the inside of the concession building and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation and serving of food and drinks in a clean, safe, sanitary manner in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. RNLL is to have a seasonal inspection for the concession building (and such other inspections as are required by the City) by the City of Rosenberg's Health Department. RNLL is responsible for obtaining any Health Department Certificates and copies must be submitted to the City. RNLL shall also maintain the inside(s) of the field equipment storage building and the batting cages. RNLL must maintain at least a three (3) foot clearing from all electrical panel boxes. RNLL agrees to furnish air conditioning equipment at its own expense.

Written permission must be received from the City before any installation or repairs of any utility lines. The City shall be responsible for maintaining the underground utility lines and pipes leading to all buildings. RNLL shall permit the City and its agent to enter leased premises upon notification at all reasonable times for any of the following purposes: to inspect same; to maintain the buildings in which the said premises are located; to make such repairs to the leased premises as the City is obligated or may elect to make; to post notices of non-responsibility for alteration or additions or repairs. The City shall have such right of entry and the right to fulfill the purposes thereof without liability for compensation loss of occupancy.

The City shall be responsible for off-season winterizing of plumbing fixtures and cutting off all water inside the concession building from December 1 to January 15 or at the end of the current season.

RNLL shall keep in operation only the essential appliances during the season's non-use times when the facility is unused for a period of more than thirty (30) days. Only refrigerators and freezers may be left on during non-use times. All air conditioners and heaters shall be turned off during non-use times. Ice machines shall be unplugged and ice machine water lines unhooked during the off-season.

The City shall be responsible for all maintenance and repairs to the permanent physical structure of the buildings, such as electrical wiring, plumbing, and other structural components, except in cases of negligence or intentional misuse by RNLL. In such cases, RNLL shall be liable.

Section 9: Utilities

It is agreed that electric service, which will be in the name of the City, will be available to RNLL on an as-required basis during their regular seasons or approved special off-season activities. RNLL will schedule with the City, at least one (1) week in advance, if field lights are required. The City will be responsible for 100% of the electrical costs and will be responsible for all charges associated with providing service for water and sewer. It is intended that water and sewer service shall always be the sole responsibility of the City.

Section 10: General Maintenance

The City of Rosenberg will provide a level of maintenance service to all park and recreation facilities that ensure the safe and efficient use of facilities by RNLL and the general public. RNLL is responsible for correcting hazardous conditions related to RNLL's activities. Failure to address the hazardous conditions within 24-hours could result in the suspension of having a recognized league status. The City will not provide maintenance or upkeep to property or facilities that are not owned by the City but retains the right to remove the property after 24-hour notification by the City.

RNLL will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, dragging infields, screening, etc.). The leagues will bear the cost for repairs to City property caused by the leagues (i.e. irrigation, landscape, facility damages.) RNLL shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets, etc.).

The Parks and Recreation Department has established a Service Request/Work Order System. This system follows the below listed procedure: (Priorities determined by City of Rosenberg staff)

<u>Priority</u>	<u>Priority Description</u>	<u>Notes</u>
1.	Emergency	Respond within 24 hours
2.	Urgent	Respond within 72 hours
3.	General	Respond within One (1) Week
4.	Routine	Respond within Two (2) Weeks
SE	Special Events	Completed by date required

The purpose of the system is to provide park maintenance personnel with documentation in order to better serve and track facility repairs, maintenance activities, and service requests. Its intent is to provide a better means of communication between persons requesting service and park maintenance personnel concerning park facilities.

Attached to this document is a copy of the Service Request/Work Order form. Requests can be completed on the form and turned in to the Parks and Recreation Department in order to schedule necessary inspections and/or repairs. The form can be brought to the main office, faxed, or emailed. Emergency requests can be made in person. After business hours or on weekends, contact Police Department at 832-595-3700. Verbal requests should be followed up with written requests to insure completion of request. Email is the preferred method of requesting maintenance assistance. See *attachment with a list of contact information*.

Section 11: Litter Control

RNLL will be responsible to remove trash daily from dugouts, in and around concession stands, playing fields the facilities/buildings, parking areas and common areas for trash, debris, and litter associated with their activities. RNLL will bring any trash and recyclables created by the concession building and RNLL's activities to the dumpsters at the close of the concession building each evening.

The City will share the responsibility to keep all facilities clean of trash, debris, and litter. Currently the City collects trash from the trash receptacles daily at all community and neighborhood parks. Litter and debris collection is completed daily by the City. The City will incur the cost of providing the dumpster and recycling containers which will be scheduled to be emptied on a weekly basis throughout the term of this lease agreement.

Section 12: Vandalism

RNLL will be responsible for properly securing access to all doors, windows, or any other points from which a person could enter. RNLL will be responsible for securing the concession building, storage building and batting cages when not in use by RNLL. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent police patrols, security cameras, overall security assessment, and other measures upon the review and permission of the Director.

Repairs to facilities caused by vandalism will be the responsibility of the City unless it is found under investigation that access was not secured by RNLL. The City will repair or replace due to vandalism as necessary, the following equipment: air conditioners\heaters, electrical and lighting systems, telephone systems, plumbing systems, or others upon review and permission of the Director. RNLL will be responsible for replacing or repairing items vandalized which RNLL owns, including but not limited to the netting on the batting cages which may become worn by use.

Section 13: Security

City parks are patrolled regularly by the Rosenberg Police Department. The Parks and Recreation Department provides Park personnel to monitor the parks. The Parks personnel's role is to conduct daily visits and inspections, and report any problems to the Parks and Recreation Department and/or Police Department. As such, it is neither the responsibility nor the right of persons other than those representing the City of Rosenberg Parks and Recreation Department to enforce park rules and regulations. If you are a witness to a violation of those rules or actions inconsistent with expectations of a public setting, please contact a City of Rosenberg Parks and Recreation employee, or for reporting after-hours incidents (6:00 p.m., to 8:00 a.m., weekends and holidays), contact the Parks and Recreation on-call service via the Police Department's main number at 832-595-3700. The City shall post signs listing the telephone numbers.

RNLL shall be responsible for the total contents of all buildings. Securing any insurance to include all contents of the building(s) is optional and will be the responsibility of RNLL.

Section 14: Restroom Facilities

Restroom facilities are available at City owned facilities. The cleaning of restrooms and provision of necessary supplies is the responsibility of the City. The City will clean the restrooms daily and as needed. The City expects assistance in meeting the health and safety needs of our park patrons. RNLL may be responsible for supplemental cleaning of the restrooms associated with its activities. The City does not encourage the use of restroom facilities at private or semi-public facilities located adjacent to City owned parks.

Section 15: Facility Keys

Where applicable, keys will be provided to the concession building, storage building, gates, and lighting boxes. Keys may be limited to a maximum of two (2) keys issued for each facility. At the end of each season, all keys must be returned to the Parks and Recreation Department before issuance of new keys for the next season. RNLL will provide a list of all Organization Members names and telephone numbers in possession of facility keys.

Section 16: Signage

Sponsorship signs are allowed at facilities as long as they meet the City specifications. The City recognizes two types of sponsorship signs: sponsorship signs attached to concession buildings or other buildings and sponsorship signs attached to ball field fence work and field scoreboards. The City must approve the design and placement of sponsorship signs attached to buildings before installing or replacement. Sponsorship signs attached to fence work must not exceed 4' tall, at least ¼" thick, and 8'. These signs may be attached to the ball field fences as long as they are legible from the ball field viewing area, are well painted and maintained and are all placed at the same height from the ground. The City before installation must approve the exact placement of the sign.

Requests to place signs on facilities that have not previously had signs will require the advance approval of the City. Written request must be submitted to the Parks and Recreation Director or designee prior to the desired date of installation.

All sponsorship signs that are damaged from weather, vandalism, or normal wear and tear must be repaired or replaced by RNLL. If not repaired in a timely manner, the signs will be removed at the City's discretion.

All sponsorship signs shall be reviewed annually to determine if they should be repaired, updated, or removed.

Unless earlier revoked, approval to construct, erect or place a fence or wall sign is valid for one (1) year from the date of approval. Requests for annual renewal of specific signs shall be submitted in writing to the Parks and Recreation Director.

Section 17: Emergencies and Accidents

RNLL and its representatives should make every attempt to inform the Parks and Recreation office of any and all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. Emergencies involving maintenance of the facility should be reported immediately by contacting the Rosenberg Police Department at 832-595-3700. The Police Department will contact the proper on-call staff representative.

Section 18: Weather Issues and Cancellations

Lightning Safety:

- RNLL agrees to move from premises immediately in the event thunder is heard during any scheduled activities.

Rainout Information:

- The Parks and Recreation Department will prepare a recording concerning the status of the softball games on days in which the field's playing conditions are questionable. The phone number to call after 4:00 p.m., for rainout information on game day is 832-595-3936.
- After 5:00 p.m., the league officials will determine whether or not the fields are playable for games. The Parks and Recreation Department will attempt to update the recorder when possible. It will not always be possible to update the recorder; therefore, teams may have to drive to the field to find out that if the games have been cancelled. Rain is often scattered, so do not assume that games have been cancelled unless there is notification on the recorder or you have verified the fact at the field.
- RNLL will be responsible to re-schedule games by calling the Rosenberg Civic Center if additional days/times are needed and do not fit into the schedule of times that they have already reserved for the season.
- The Parks and Recreation Department reserves the right to make a final determination on the safety and playable conditions for the fields.

Section 19: Enhancements

RNLL will not install build or perform any type of facility or property improvements without the express written consent of the City of Rosenberg. Any alteration, addition, or improvement made by the RNLL after such prior written consent shall have been given, and any fixtures and improvements installed as a part thereof, shall, at the City of Rosenberg's option, become the property of the City of Rosenberg upon the expiration or sooner termination of this lease, provided, however, that the City of Rosenberg shall have the right to require the RNLL to remove such fixtures at the RNLL's cost upon such termination of this lease. All movable trade fixtures and personal property, exclusive of heating and/or air conditioning, shall remain the property of the RNLL.

Enhancements could include but are not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, and modifying irrigation systems. Requests for improvements must be submitted in writing to the Parks and Recreation Director at least thirty (30) days prior to the desired date of performing the improvement. All requests require approval of the Director of Parks and Recreation or designee. See attached Facility Enhancement Form.

Section 20: Credit for Enhancements

The City will consider credit for facility or property improvements completed by RNLL. Said credit shall be equal to 50% of the documented investment and shall not exceed a maximum of 50% from the total participation fee payment for the current season.

Documentation in the form of invoices, receipts, contracts, or other detailed documents must explicitly detail expenses incurred towards the facility or property improvement. Voluntary man hours shall not be considered in the calculation of "investment".

Section 21: City Ordinances and Policies

RNLL shall comply with City ordinances and policies related to the use of park facilities. These include, but are not limited to:

1. Ordinance Section 4-10
All dogs, cats, livestock and poultry are prohibited in City parks. Any person who knowingly takes or holds any animal into a city park shall be subject to citation by an animal control officer and/or city police officer, regardless of whether or not the animal was under the physical, visible or audible control of such person. The ONLY exception to the City Ordinance is any animal used by an individual for medical purposes (i.e. sight assisting dogs).
2. Ordinance Section 14-93
It shall be unlawful for any person(s) to unreasonably disturb, injure or endanger the comfort, repose, health, peace of, and/or safety of others within the limits of the city.
3. Ordinance Section 21-49
It shall be unlawful for any person to go upon a city park with any glass container.
4. Ordinance Section 21-50
Alcoholic beverages are prohibited from all City parks.
5. Ordinance Section 21-52
It shall be unlawful for any person to use tobacco products within a City Park.

Section 22: Laws and Regulations

The RNLL, at his own cost and expense, shall comply promptly with all laws, rules, and orders of all federal, state and municipal governments, shall procure all permits and licenses required for the transaction of business on the leased premises and shall likewise promptly comply with the requirements of the Board of Fire Underwriters concerning the premises.

Section 23: Parking

RNLL is entitled to use parking areas located at each park. All users are required to obey all traffic laws and regulations when utilizing park roadways. "No Parking" areas, as designated by posted signs, will be strictly enforced. Provisions can be made to reserve parking spaces for Emergency Vehicles. Handicapped parking spaces are available at each established parking area. No motorized vehicles will be allowed in the parks except in parking areas, the exception being emergency vehicles assisting an accident or injury, or the delivery of equipment, supplies and/or materials. Charging for parking is not allowed.

RNLL shall not drive, operate, or otherwise use any vehicles or machinery on walkways or in the facility for purposes other than those approved by the City Manager or his appointee. RNLL shall not allow any players, coaches, managers, referees, umpires, spectators, vendors, or other invitees or RNLL to use any vehicles on the walkways or in the facility.

Section 24: Lighting Policies

Activity lighting shall end no later than 10:00 p.m., on weekdays and 11:00 p.m., on Saturday or Sunday evenings.

Section 25: Default

RNLL agrees and acknowledges the final decision making authority for park activity is vested with the Director of Parks and Recreation or properly authorized City official. RNLL shall bear no financial obligation or liability for the implementation or completion of projects and activities. This agreement may be terminated at any time by either party by providing written 30-day notice to the other party.

If either party alleges that the other party has failed to abide by the terms of this Lease Agreement, the City or RNLL shall notify the other party in writing which outlines the specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, the City staff will present a recommendation to City Council to terminate this Lease Agreement. City Council shall have the authority to make the final decision.

It is the objective of the Rosenberg Parks and Recreation Department and RNLL that they shall work together with the mutual goal of attaining Seabourne Creek Park's potential.

Section 26: Non-waiver of Default

The subsequent acceptance of rent hereunder by the City shall not be deemed as waiver of any preceding breach of any obligation hereunder by the RNLL and the waiver of any breach of any covenant or condition by the City shall not constitute a waiver of any other breach regardless of knowledge thereof.

Section 27: Insurance

The RNLL shall keep the leased property insured at its sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance, with, in addition to \$1,000,000 general liability, limits of at least \$50,000/\$100,000 for bodily injury, and \$10,000 for property damage. Such policy or policies shall name the City of Rosenberg and the RNLL as the insured's. Within ten (10) days of the date hereof the RNLL shall deliver to the City certificates of insurance certifying that such insurance is in full force and effect. The RNLL hereby agrees to indemnify the City against and to hold the City harmless from any and all claims or demands for loss of or damage to personal property or for injury or death to any person or persons from any cause whatsoever while in, upon or about said leased premises, or on any adjacent sidewalks or driveways, during the term of this lease or any extension(s) or renewal(s) hereof. RNLL shall deliver to the City copies of all policies which shall specify that ten (10) days notice to the City shall be required before any cancellation of said policies. RNLL is required to keep at least the minimum coverage as specified by the National Little League Office in Williamsport, Pennsylvania throughout the terms of this agreement.

Section 28: No Business Association

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include the other gender.

Section 29: Holdover by RNLL

Should RNLL remain in possession of the leased premises with the consent of the City of Rosenberg after the expiration of this lease, a new tenancy from month to month shall be created between the City of Rosenberg and RNLL which shall be subject to all the terms and conditions of this lease but which shall be terminable by thirty (30) days written notice served by either the City of Rosenberg or RNLL on the other party to this lease.

Section 30: Miscellaneous

(a) This lease shall be governed by, construed and enforced in accordance with, the laws of the State of Texas. This lease is performable in Fort Bend County, Texas.

(b) Any default under this lease by RNLL constitutes a default as to all agreements between The City of Rosenberg and RNLL, provided, however, any performance or payment hereunder due to The City of Rosenberg at the time or after default shall not be excused.

(c) The specified remedies to which the City of Rosenberg may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress

to which the City of Rosenberg may be lawfully entitled in case of any breach or threatened breach by the RNLL of any provision or provisions of this lease.

(d) This lease, together with any written agreements which shall have been executed simultaneously herewith, contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this lease or the simultaneous writings heretofore referred to. All prior understandings, terms, or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally.

(e) This lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(f) If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

(g) The City of Rosenberg's Parks and Recreation Director is hereby designated as the City of Rosenberg by and through the City Manager of the City of Rosenberg who shall administer this lease. RNLL shall direct all contact with the City of Rosenberg to the Parks and Recreation Director.

Section 31: Terms and Conditions

RNLL agrees and acknowledges that final decision making authority for park activity is vested with the Director of Parks and Recreation or properly authorized City official. RNLL shall bear no financial obligation or liability for the implementation or completion of projects and activities. This agreement may be terminated at any time by either party by providing written 30-day notice to the other party.

If either party alleges that the other party has failed to abide by the terms of this Lease Agreement, the City or Organization shall notify the other party in writing which outlines the specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, the City staff will present a recommendation to City Council to terminate this Lease Agreement. City Council shall have the authority to make the final decision.

All notices to be given to RNLL shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to RNLL at the following address, to-wit:

President, RNLL
1114 Dyer
Rosenberg, Texas 77471

Notices by RNLL to the City of Rosenberg shall be in writing, deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the City of Rosenberg as follows, to-wit:

City Manager
P.O. Box 32
Rosenberg, TX 77471

It is the objective of the Rosenberg Parks and Recreation Department and RNLL that they shall work together with the mutual goal of attaining Seabourne Creek Park's potential.

Section 32: Term of Agreement

Following execution of this Agreement, it shall be effective on November 15, 2011, for a term of twenty (20) years until December 31, 2031. This agreement will be subject to a regular five (5) year review by RNLL and City Council from the effective date of November 15, 2011.

IN WITNESS WHEREOF, the City of Rosenberg and RNLL have executed this lease agreement on this the 15th day of November, 2011.

THE CITY OF ROSENBERG:

RNLL:

By: Josh A. Hamlett
City Manager

By: Samuel A. Cook
RNLL President

LIST OF CONTACTS

<u>Contact</u>	<u>Phone Number</u>	<u>Email Address</u>
Parks and Recreation Office	832-595-3960	N/A
Police Dispatch	832-595-3700	N/A
Darren McCarthy – Parks and Recreation Director	832-595-3960	darrenm@ci.rosenberg.tx.us
Paul Rodgers – Parks Supervisor	832-595-3960	paulr@ci.rosenberg.tx.us
On-Call Service (After Hours)	832-595-3700	N/A
Reservations	832-595-3520	N/A

**CITY OF ROSENBERG PARK MAINTENANCE
SERVICE REQUEST/WORK ORDER**

Request Date: _____

Name: _____

Address: _____

City/Zip: _____

Phone: Home: _____

Work: _____

Request: _____

Location: _____

Date Required By: _____

Request Completed By: _____

Further Comments or Instructions: _____

For City of Rosenberg Use Only:

Date Received by Parks and Recreation Department: _____

Time: _____ AM / PM

FACILITY ENHANCEMENT REQUEST FORM

RNLL will not build, install, or perform any type of facility enhancement without the express written consent of the City of Rosenberg. This form is due thirty (30) days prior to the desired date of performing the improvement.

Request Date: _____

Name of Organization: _____

Contact Person: _____

Phone: Home: _____

Work: _____

Email Address: _____

Type of Facility: _____

Requested Enhancement: _____

Estimated Start of Enhancement: _____

Estimated Completion Date: _____

**** IF THE CITY IS TO PERFORM ANY DUTIES OR IS EXPECTED TO ASSIST, PLEASE LIST IN THE COMMENTS SECTION.**

Comments: _____

For City of Rosenberg Use Only:

Request:	DENIED	APPROVED
By: _____		Date: _____
Parks and Recreation Director		
By: _____		Date: _____
City Manager		

CITY OF ROSENBERG

PARKS AND RECREATION BOARD MEETING MINUTES

On this the 18th day of December 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 Secretary
William Allen	Parks and Recreation Board Member
Melissa Dixon	Parks and Recreation Board Member
Rudy Guerrero	Parks and Recreation Board Member
Eric Juarez	Parks and Recreation Board Member
Bertha Nell Kelm	Parks and Recreation Board Member
Ray Kueck	Parks and Recreation Board Member
Julia Worley	Parks and Recreation Board Member

MEMBERS ABSENT

George Zepeda	Parks and Recreation Board Vice-Chairman
Eric Ramirez	Parks and Recreation Board Member
Amanda Barta	Council Liaison

STAFF PRESENT

Jeff Trinker	Executive Director of Support Services
Darren McCarthy	Parks and Recreation Director
Kat Poppleton	Parks and Recreation Clerk

GUESTS PRESENT

None

AGENDA

CALL TO ORDER

Teresa Bailey, Parks and Recreation Board Chairman, declared a quorum and called the meeting to order at 6:00 p.m.

1. CONSIDERATION OF AND ACTION ON MINUTES OF NOVEMBER 20, 2014 PARKS AND RECREATION BOARD MEETING.

Key Discussion: Kat Poppleton, Parks and Recreation Clerk, asked the Board to review the minutes of the November meeting as presented and take action as necessary.

ACTION: Ray Kueck made a motion, seconded by Bertha Nell Kelm, that the minutes be accepted as presented. The motion carried unanimously by a vote of those present.

2. CONSIDERATION OF AND ACTION ON THE FINAL REVIEW OF THE ROSENBERG ROUGHNECKS FACILITY USE AGREEMENT.

Key Discussion: Darren McCarthy, Parks and Recreation Director, presented the board with the Rosenberg Roughnecks Youth Football (RRYF) Contract Modification Request. He particularly mentioned the request for use of the concession stand; however, the Rosenberg National Little League (RNLL) Agreement states that the RNLL has sole use of the concession stand. Darren's recommendation to the board was to either extend the

Roughnecks' contract to meet the contract renewal date of the Little League agreement for the Roughnecks to be able to negotiate use of the concession stand or for the Roughnecks to bring in outside vendors.

ACTION: Teresa Bailey made a motion, seconded by Stanley Kucherka, to extend the agreement, with changes, through 2016 to coincide with the agreement in place for Rosenberg National Little League (RNLL). The motion carried unanimously by a vote of those present.

3. CONSIDERATION OF AND ACTION ON PROPOSED SCULPTURE ADDITIONS TO SEABOURNE CREEK PARK AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Key Discussion: Darren McCarthy, Parks and Recreation Director, presented the board with a civilian's complaint brought to City Council on two different occasions about park land her family donated over twenty years ago. Ms. Joan Williams McCloud requested City Council to give back half of the six (6) acres to the family. After Council explained the process of abandoning property back, Ms. McCloud revisited Council with adding a statue to the park to honor the family's donation and that the statue be paid with the monies received from pipeline crossing the park. Darren mentioned Ms. McCloud was outside of the twenty (20) year term and that when she met with him, she stated the City had verbally agreed to name something in the park after her father. Darren showed the board the small corner where the pipeline runs through the donated land. Jeff Trinker, also mentioned to the board that even a small statue would not be covered by the monies gained from the pipeline. Darren recommends naming something in the park after the Williams' family, such as a walking trail. Teresa Bailey mentioned possibly naming the park road into the sports complex after the family.

ACTION: Rudy Guerrero made a motion, seconded by Julia Worley, to name a walking trail after the Williams family. The motion carried unanimously by a vote of those present.

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

Key Discussion: Darren McCarthy, Parks and Recreation Director, notified the board that funds continue to come in from the city. Directing the board to the third page of the Parkland Dedication Fund, Darren noted that \$150,000 for restroom renovations in Macario Garcia Park were set aside and plans will be brought to the next board meeting for discussion. He also mentioned the new playground equipment for Harwood Park was \$19,709, leaving a remaining balance of \$137,990 for park improvements. The shade structures will be reflected on the next report.

Darren presented Board Members with the following Rental Summary Report:

- Pavilion rentals for the month of November totaled \$828.00
- Field rentals for the month of November totaled \$37.50
- Gazebo rentals for the month of November totaled \$400.00

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

5. ANNOUNCEMENTS

Key Discussion: Darren McCarthy, Parks and Recreation Director, announced the local Punt, Pass, and Kick (PPK) winner, Kelly Eng, had yet another victory at the PPK Team Championship on November 30, 2014, at NRG Stadium. Kelly and her mother live in Sugar Land, but they come out to the Rosenberg PPK event every year, because they like the friendly environment. Darren also mentioned the article about Rosenberg Christmas Nights (RCN) in the Chronicle on December 12, 2014. The very successful event, visited by over 2,000 people, will definitely become a tradition.

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

CITY OF ROSENBERG

PARKS AND RECREATION BOARD MEETING MINUTES

On this the 23rd day of October 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
George Zepeda	Parks and Recreation Board Vice-Chairman
Stanley Kucherka	Parks and Recreation Board Secretary
William Allen	Parks and Recreation Board Member
Rudy Guerrero	Parks and Recreation Board Member
Bertha Nell Kelm	Parks and Recreation Board Member
Ray Kueck	Parks and Recreation Board Member
Julia Worley	Parks and Recreation Board Member
Amanda Barta	Council Liaison

MEMBERS ABSENT

Melissa Dixon	Parks and Recreation Board Member
Eric Juarez	Parks and Recreation Board Member
Eric Ramirez	Parks and Recreation Board Member

STAFF PRESENT

Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Programs Coordinator
Kat Poppleton	Parks and Recreation Clerk

GUESTS PRESENT

None

AGENDA

CALL TO ORDER

Teresa Bailey, Parks and Recreation Board Chairman, declared a quorum and called the meeting to order at 6:30 p.m.

1. CONSIDERATION OF AND ACTION ON MINUTES OF SEPTEMBER 18, 2014 PARKS AND RECREATION BOARD MEETING.

Key Discussion: Kat Poppleton, Parks and Recreation Clerk, asked the Board to review the minutes of the September meeting as presented and take action as necessary.

ACTION: William Allen made a motion, seconded by George Zepeda, that the minutes be accepted as presented. The motion carried unanimously by a vote of those present.

2. CONSIDERATION OF AND ACTION ON THE SECOND REVIEW OF THE ROSENBERG ROUGHNECKS FACILITY USE AGREEMENT.

Key Discussion: Darren McCarthy, Parks and Recreation Director, stated the changes have been added to the agreement and if there are no more additional changes, then the agreement will be submitted to the Roughneck's organization for any changes before a third Parks Board review and then to City Council.

ACTION: Stanley Kucherka made a motion, seconded by Julia Worley, to approve the second review of the Rosenberg Roughneck Facility Use Agreement and to be forwarded for further review and comment. The motion carried unanimously by a vote of those present.

3. CONSIDERATION OF AND ACTION ON PROPOSAL # 125-82640-1 FROM FUN ABOUNDS FOR HARWOOD PARK.

Key Discussion: Darren McCarthy, Parks and Recreation Director, mentioned to the board in 2009, the Harwood Park slide was taken out due to wear and tear and the residents have asked for a slide since, but no parkland dedication funds were available until now. The quote from Burke, which includes installation for \$19,708.91, has already been reviewed by the Houston-Galveston Area Council. No other quotes are needed as it is a one of a kind piece with a 100 year warranty. Burke is the same company used to install the rocket slide at Sunset Park and other playground equipment currently used. Fun Abounds is the closest supplier and met with Darren at the site to verify measurements.

ACTION: Rudy Guerrero made a motion, seconded by Bertha Nell Kelm, to approve the Fun Abounds Proposal for Harwood Park. The motion carried unanimously by a vote of those present.

4. REVIEW AND DISCUSS ROSENBERG CHRISTMAS NIGHTS.

Key Discussion: Lydia Acosta, Recreation Programs Coordinator, outlined the three day event as follows:

Thursday, December 4th

- Rosenberg Christmas Tree Lighting – 3rd Street Park at 5:30-6:00 p.m. (*Open to Public*)
 - CAST Theatrical Performers will pass out information
- Sip-n-Stroll sponsored by the Central Fort Bend Chamber Alliance from 6:30-9:30 p.m.
 - Pre-sale ticket event - \$25 in advance and \$30 "at the door" (*Maximum 300 tickets*)
 - Wineries set up in 10 shops & RRM (*on volunteer basis*) will include Vogelsang, Calla Lilies, Ol' Railroad Café, BR Vino, Red Queens Attic, Southern Sisters, Barn Door, Railroad Museum, Dostals
- If interested, businesses may offer popcorn, roasted nuts, espresso, hot chocolate, hot apple cider, fresh fruits, fudge, or pretzels and have the opportunity to remain open late.

Friday, December 5th

- Dinner Under the Stars – Avenue G between 2nd & 3rd Streets
 - 6:30 & 8:30 Dinner seating/One-act play at CAST (*60 people max per seating*)
 - Pre-sale ticket dinner/theatre tickets (*\$50/person*)
 - Downtown restaurants will join forces to provide dinner courses (*proceeds go to restaurants/CAST*)
- Downtown Park to be fully decorated as backdrop
- Rosenberg Symphonic Band
 - Play background music in Downtown Park
 - Sets from 6:45-7:30 and 8:15-9:00
- Opportunity for shops to remain open late

Saturday, December 6th

- Pictures with Santa & Mrs. Claus in Downtown Park from 5:00-8:00 p.m.
 - BAC Photography to take pictures (*free to participants*)
 - Entertainment along path for those waiting in line:
 - CAST Theatre, Saint King B Productions, and GS Troop 3503 for crafts at picnic tables

- Macario Garcia Park: Continued Men's and Co'ed softball programs on Monday and Tuesday evenings. Removed graffiti from playground. Replaced torn basketball nets.
- Riverbend Park: Nothing new to report.
- Seabourne Creek Nature Park: Removed bench frames from boardwalk. Trimmed trees through walking trail and along disc golf course.
- Seabourne Creek Regional Sports Park: Installed new irrigation. Sprayed weeds. Washed football field bleachers. Replaced damaged heads on irrigation system for trees along Fountains Drive (east side) and tested. Replaced parts on flush valves in restrooms.
- Sunset Park: Sprayed weeds on fields 1, 2, and 3. Removed debris from water fountain bubbler head outlet. Replaced torn basketball nets.
- Travis Park: Repaired lock to men's restroom. Replaced torn basketball nets. Continued Men's and Co'ed softball programs on Monday and Tuesday evenings. Removed graffiti from restroom. Installed trash can.
- *Special Events:* Met with lighting companies to discuss downtown lighting for Rosenberg Christmas Nights. Confirmed golf carts for September 25th fireworks. Constructed games for Booberg.

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

4. HEAR AND DISCUSS FIRST REVIEW OF THE ROUGHNECK'S USE AGREEMENT.

Key Discussion: Darren McCarthy, Parks and Recreation Director, announced to the board that the first review of the Roughneck's Use Agreement was needed, because it was written in 2009 and expires in 2015. Also, the agreement was originally signed by Roland Bermudes, who at the time was the president of the Roughneck's. Darren's discussion on the selected sections and recommended changes are as follows:

- Section 1: Scheduling – To remove the second baseball field at Seabourne Creek Park and add the additional new practice field, because the players do a lot of damage to the softball field grass. Baseball and football are really not good programs to have on the same field just because of the nature of the sport.
- Section 2: Participant Fee - Last year they did a very good job turning in payment. Every other year, the department has literally had to chase them down for the payment. No changes are needed on the fee as Little League is significantly higher, but also with the \$3 fee, Lydia says they are only out there on that game field four times a year. The field use is mostly for practice and the Parks Department is minimally needed to turn lights on for them. For only three times per week at one and a half hours for about 135 kids, \$3 is plenty to ask of them.
- Section 3 - 5: Field Maintenance, Utilities, and Maintenance – The Parks Department takes care of all of the field maintenance, utilities, and any maintenance that is needed.
- Section 6: Litter Control – There are some occasional issues, similar to any other group. This year, they have been very good about putting their trash where they need to put it and picking up after themselves after practices. No changes are recommended.
- Section 7: Vandalism – No changes are recommended. The Roughnecks have never had an issue leaving doors unlocked or leaving things out that can be vandalized.

- Section 9: Restroom Facilities – There have been a couple of issues, but out of their control and nothing was to the point where parks staff or the cleaning crew could not fix.
- Section 10: Facility Keys – No issues or changes are recommended.
- Section 11: Signage – There was one year where they asked to put out signs for sponsors, but nothing since then. They really do not do any signage, nothing like Little League does. No issues or changes are recommended.
- Section 12: Emergencies and Accidents – They always have an ambulance during their games and they always take care of all their own. No issues or changes are recommended.
- Section 14: Weather Issues and Cancellations – If they hear lightening or thunder, they are not there and have always been good about that. No issues or changes are recommended.
- Section 15: Enhancements – This part of the agreement was not taken advantage of. They have been asked for the past five years to donate benches for players, which run about \$700 each. Staff has even offered to purchase them without sales tax and to put them into the ground, but there has been no action taken. Part of the problem is that the Roughnecks have gone through four different presidents in the span of this five year agreement so there has not been any continuity. Teresa Bailey stated that Mr. DeLeon's group might be able to add the benches. Darren replied he is hoping they will, because when the agreement was written, the Roughnecks implied they would be doing some improvements out there, but they truly have not. Teresa asked Darren if this was something an Eagle Scout could accomplish. Darren replied that it needed to be of commercial grade. The benches would have to be the only for the players. Also, with any enhancements, such as player benches, the team would be able to take fifty percent off of what they pay to the city away. For example, their fees last year were right around \$400 and if they added enhancements, then they would only have to pay \$200 for City fees. Adding the saving of \$200 over the five years would have paid for one set of benches. No one is to blame. There just has been inconsistency of leadership over the past five years, going through four presidents.
- Section 17: City Ordinances and Policies – There has been occasional issues, such as dogs on leashes, but not aware of any other code violations beyond that. Ray Kueck asked Darren about the tobacco statement within the field and commented that he thought there was no tobacco use in the park as well. Lydia replied to Ray that the contract was signed before the new smoking ordinance was changed. The new ordinance will be updated within the new Roughneck agreement.
- Section 18: Parking – There has been some struggle with driving on the field and as an organization, they could probably do a better job policing that as the Parks Department has just spent \$50,000 on a new irrigation system. It would be very obvious of who is out there on the grass if one of those is broken.

Darren suggests to the board that the red-lined agreement be reviewed once more at the next Parks Board meeting, have the Roughneck Board make their changes in before the November Parks Board meeting, and then take the final draft to City Council in December. The Council can then choose to keep the agreement at five years or more. Darren stated that if the Roughnecks can get some continuity in their leadership, then maybe they can give more back to the park before the city looks at doing a long term agreement. Darren concluded the Roughneck Use Agreement discussion by asking the board to submit any other changes before the next meeting for the second review.

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

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



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
4	Resolution No. R-1936 – Community Development Block Grant Fund Application

ITEM/MOTION

Consideration of and action on Resolution No. R-1936, a Resolution authorizing the City Manager to execute and submit an application to the Community Development Block Grant Fund for North Rosenberg Water Distribution Improvements - Phase III for approximately \$300,000.00.

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. Resolution No. R-1936
2. Kindell Correspondence – 02-13-15
3. Peña Memorandum – 03-02-15
4. Project Map

MUD #: N/A

APPROVALS

Submitted by:

John Maresh
Assistant City Manager for
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Community Development Block Grant (CDBG) requests are being accepted by Fort Bend County Community Development for the HUD program year 2015. Staff is requesting City Council's approval to pursue the construction and completion of water line infrastructure improvements to serve the north side of Rosenberg. This proposed project will be Phase III of a water infrastructure project originally approved by CDBG for funding in 2005 to improve potable water service to the north side of Rosenberg. This rehabilitation project will offer relief of a long-standing deficiency in the City's infrastructure. The project must be located within a designated area that meets the low to moderate income level criteria based on the 2010 Census data.

The application will include a request for CDBG funding for approximately \$300,000.00. The application will indicate a proposed local match of 10% for construction contingency and the City will pay for engineering. If the application is approved for funding, the local matching funds would be included in a future budget. Requests must be submitted no later than March 20, 2015. Staff recommends approval of the project application submission as proposed in Resolution No. R-1936.

RESOLUTION NO. R-1936

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT AN APPLICATION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND FOR NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS – PHASE III FOR APPROXIMATELY \$300,000.00.

* * * * *

WHEREAS, the City Council of the City of Rosenberg desires to address concerns and improve water distribution to our residents within the original Townsite area of the City of Rosenberg founded 132 years ago; and,

WHEREAS, the City Council of the City of Rosenberg has determined that there are deficiencies with regard to an aging and undersized infrastructure system within the described area; and,

WHEREAS, this problem has persisted and has increasingly become problematic over the years; and,

WHEREAS, the City Council of the City of Rosenberg has recognized the need for residents in this area to receive improved water service and are resolved to address the health and safety concerns of Rosenberg citizens; now, therefore,

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

Section 1. That the City Council of the City of Rosenberg approves the submission of the application to the Community Development Block Grant Fund for the provision of funding to provide continued improved utilities to the entire northern portion of the City through the NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS – PHASE III; and request that funds be granted to the City through the Fort Bend County Community Development Block Grant Fund.

Section 2. That the City Council of the City of Rosenberg hereby designates the City Manager to execute and submit an application, and/or any and all necessary documents, to the Community Development Block Grant Fund for NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS – PHASE III consistent with this Resolution.

PASSED AND APPROVED by a vote of at least five (5) members of the governing body of the City of Rosenberg voting in favor thereof in full compliance with the provisions of Section 3.10 of the Charter of the City of Rosenberg on this, the _____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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



COMMUNITY DEVELOPMENT

Fort Bend County, Texas

Marilynn Kindell
Director

(281) 341-4410
Fax (281) 341-3762

TO: Interested Cities and Organizations

FROM: Marilyn Kindell

DATE: February 13, 2015

RE: Community Development Block Grant (CDBG) Program, HOME Investment Partnerships Program and Emergency Solutions Grant (ESG) Program

Attached is information necessary for applying for Program Year 2015 funds.

The U.S. Department of Housing and Urban Development (HUD) has not notified grantees of their actual FY 2015 allocation amounts. The estimated amount of CDBG Program funds that Fort Bend County expects to receive directly for the HUD program year 2015 (September 1, 2015 to August 31, 2016) is \$2,222,391. Fort Bend County also expects to receive \$436,211 in HOME Investment Partnerships (HOME) program funds and \$195,277 in Emergency Solutions Grant Program funds. Please be aware that the allocations will most likely be reduced if Congress cuts the appropriation. The HOME Program RFP will be sent out next week.

Meetings to identify areas of need within the County and to recommend FY 2015-2020 Consolidated Plan five-year funding priorities, goals, objectives will be held on **Tuesday, February 17, 2015** and **Wednesday, March 11, 2015** at the William B. Travis Building, 301 Jackson St., 1st Floor Meeting Room, Richmond, Texas 77469 at 10:00 a.m. An information session for applicants will be held on **March 4, 2015 at 10:00 a.m.** at the William B. Travis Building, 301 Jackson St., 1st Floor Meeting Room, and Richmond, Texas. Questions from applicants will be answered during this session.

Proposals must be submitted to the Fort Bend County Community Development Department, 301 Jackson St., Suite 602, Richmond, Texas 77469 by **3:00 p.m. on March 20, 2015.**

Only one (1) proposal will be accepted for consideration from any city or organization for each type of funding, CDBG or ESG Program.

If you need additional information, please call Carol Borrego with this office.

MEMORANDUM

OFFICE OF THE PROJECT DIRECTOR

March 2, 2015

TO: Robert Gracia, City Manager

FROM: Melissa Peña, Project Director *Melissa Peña*

RE: North Rosenberg Water Distribution Improvements – Phase III CDBG Grant Application

The Community Development Office of Fort Bend County administers the Federal Community Development Block Grant (CDBG) Program. The City of Rosenberg (City) is designated as a non-entitlement City that is eligible for this program. CDBG applications are due on March 20, 2015, for HUD Program Year 2015 funding consideration. With Council approval, City staff proposes to submit an application for approximately \$300,000 for HUD FY 2015. The application will indicate a proposed local match of 10% for construction contingency and the City will pay for engineering. Notification of awards are normally announced toward the end of each calendar year.

The City wishes to address improvements to the aging potable water system in the entire northern portion of the City. This area that will benefit from this project can be generally described as the area defined by the Brazos River as the northern boundary, Elm Street as the western boundary, Walnut Street and Avenue E as the southern boundary, and 8th Street as the eastern boundary. The work proposed in this phase is best described on the map provided.

With the existing housing, commercial, and institutional (A.W. Jackson Elementary School) facilities in this area, and because of aging and undersized infrastructure, the City wishes to replace certain sections of existing water line in this area designated as a low and moderate income block per the 2010 Census. This project is intended to service those residents in the project area described above, and anticipates that minimally 1955 residents will benefit from this project as per figures indicated by the 2010 Census report for Block Group 2, Census Tract 6750 and Block Group 3, Census Tract 6753.

The designated area is currently serviced through a 6-inch water line running from the south across the tracks. The City proposes to replace several segments of the water line with a 12-inch line to provide for a stable service and increase capacity.

The City is requesting CDBG funds to address necessary infrastructure improvements in this area which currently meet the national standards for low and moderate income residents. Funding for this project will assist the City to develop a viable urban community by offering an improved living environment for residents of northern Rosenberg. Through sound management practices and effective administration, the CDBG grant funds will assist the City as we endeavor to address these essential infrastructure needs.

xc: John Maresh, Assistant City Manager for Public Services

BRAZOS RIVER

CITY OF ROSENBERG

WOW Cem

Brazos Park

HOUSTON ST (F.M. 723)

FIRST ST

SECOND ST

THIRD ST

A. W. JACKSON SCHOOL
ZONE AE
FLOODPLAIN LINE

SEVENTH ST

EIGHTH ST

SEVENTH

AVE D

12" WATER

12" WATER

AVE

AVE. E

BRAZOS

MULCAHY

CARLISLE

HOUSTON

FIRST

SECOND

FOURTH

FIFTH

SIXTH

RAIL ROAD TRACKS

EXIST. 8" x 6" R.C.B.

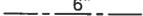
THIRD

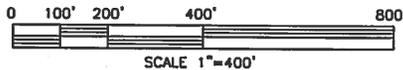
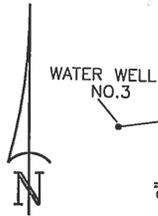
SIXTH

AVE. F

12" WATER

LEGEND

-  DENOTES PROPOSED WATER LINE & SIZE
-  DENOTES EXISTING WATER LINE & SIZE
-  DENOTES STREET RIGHT-OF-WAY
-  DENOTES CITY LIMIT LINE



NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS PHASE III

CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS

MARCH, 2015



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
5	Ordinance No. 2015-10 – Granting a Gas Franchise to SiEnergy, L.P.

ITEM/MOTION

Consideration of and action on a first reading of Ordinance 2015-10, an Ordinance granting to SiEnergy, L.P., a franchise to furnish and supply gas to the general public in the City of Rosenberg, Fort Bend County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said Municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; requiring compliance with all regulatory ordinances of the City; and providing for all other provisions related to the subject matter hereof.

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. 2015-10
2. Charter Excerpt – Article XII, Section 12.03
3. SiEnergy Distribution System Map

MUD #: N/A

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

It was recently determined that SiEnergy, L.P., is providing natural gas service to areas that are now located within a portion of the Rosenberg city limits. Therefore, SiEnergy, L.P., is required to obtain a franchise agreement from the City. In accordance with Article XII of the City Charter, the City Attorney has prepared Ordinance No. 2015-10 which will grant said franchise to furnish and supply gas to the general public.

Article XII, Section 12.03 of the City Charter identifies specific procedures for approval of franchise ordinances which are summarized below:

- Ordinances shall not be passed finally until its third and final reading
- Ordinances shall be read at three separate regular meetings of the City Council, the last of which shall take place not less than thirty days from the first
- No ordinance granting a franchise shall pass any reading except by a vote of the majority of the City Council
- Ordinances shall not take effect until sixty days after its adoption on its third and final reading
- Any time before the ordinance shall finally take effect, a petition can be presented to the City Council signed by not less than twenty percent of the voters voting at the last regular municipal election, but in no event less than one hundred fifty bona fide qualified voters, requiring the City Council submit the question of granting said franchise to a vote of the qualified voters of the City

SiEnergy, L.P., has reviewed the Ordinance and has no objections to any of the terms. Staff recommends approval of Ordinance No. 2015-10 as presented.

ORDINANCE NO. 2015-10

GAS SUPPLY FRANCHISE ORDINANCE

AN ORDINANCE GRANTING TO SIENERGY, L.P., A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

WHEREAS, the City of Rosenberg, Texas ("City"), strives to promote orderly and safe development within the territorial limits of the City; and

WHEREAS, the City Council finds that this franchise agreement with SiEnergy, L.P., a Texas Limited Partnership, (hereinafter referred to as "SiEnergy" or "the Company") is in the best interest of the health, safety, and welfare of the citizens of the City; now, therefore,

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

Section 1. - Grant of authority.

- (a) Subject to the reasonable and timely compliance by SiEnergy with the provisions contained herein, the City of Rosenberg, Texas, hereinafter called "city," hereby grants to SiEnergy, hereinafter called "company," its successors and assigns, consent to use and occupy the present and future public rights-of-way, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver, transport, and distribute gas in, out of, and through city and to sell gas to persons, firms, and corporations, including all the general public, within the city corporate limits, as such limits may be amended from time to time during the term of this ordinance.
- (b) This franchise is granted for a term of ten (10) years from and after the effective date of this Ordinance.
- (c) This franchise covers the geographical area of the entire corporate limits of the City of Rosenberg, Texas. The company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the company has no vested right in a specific area. The company hereby agrees to provide service to any and all areas that may be annexed to the city under the

same terms and conditions of this agreement as the current areas now covered by this agreement. If the city approves any corporate limits expansion or reduction by annexation or contraction, the city will provide written notice to the company. The company must revise its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by the city, but no later than sixty (60) days after receipt of notice.

- (d) This franchise is granted subject to and in accordance with Article XII – Franchises and Public Utilities, Sections 12.01-12.10 as provided in the City Charter.

Section 2. - Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Gross revenues" means:

- i. All revenues charged by company for the sale of gas, including compressed gas, within the city to all customers within city;
- ii. All revenues charged by company for the transportation of gas through the pipeline system of company within the city to customers within the city regardless of the origination of the gas within the company's system of lines; and
- iii. The total cost of gas transported by company for transport customers through the pipeline system of company within city.

Gross revenues shall not be reduced by bad debts, unless and until such debts are actually charged off. Abandoned deposits shall be applied as an offset to bad debts for purposes of this agreement. No revenues shall be excluded from gross revenues unless such revenues are specifically excluded by this agreement.

- (b) "Public right-of-way" means all of the public streets, alleys, highways, bridges, easements, drainage ways, and sidewalks of the city, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the city, or in such territory as may hereafter be added to, consolidated or annexed to the city.
- (c) "Transport customer" means any person or entity for whom company transports gas through the pipeline system of company within the city to consumers.

Section 3. - Conditions of occupancy.

- (a) All activities of company in the public rights-of-way shall conform with all the applicable city codes and ordinances, as amended, with city infrastructure standards for design, construction and repair, as amended, and with all other city regulatory requirements as such may be adopted and amended from time to time, including but not limited to requirements regarding the acquisition of permits and the payment of fees therefor. Except in emergencies, before company shall be authorized or required

to extend, repair, or relay its existing gas mains or street service lines, it shall file with the director of public works a written statement showing the nature and character of the extensions to be made, obtain a permit for such work, and pay the required permit fees; provided however, company may make emergency repairs and replacements without prior filing with the director of public works but it shall file a written statement promptly thereafter. In addition, the company shall assess and report on the impact of its proposed construction on the city environment. Such plans and reports may be reviewed by the city to ensure that, among other items, (i) aesthetic and good planning principles have been given due consideration, (ii) adverse impact on the environment has been minimized, and (iii) that all applicable laws, including building and zoning codes, as applicable and air and water pollution regulations, are complied with. Reasonable changes suggested by the city shall be incorporated into the company's plans.

- (b) The company shall, upon the written request of the City, relocate its facilities situated within any street, sidewalks, drainage ways, and alleys, at no expense to the City, where reasonable and necessary to accommodate street construction or widening or other city improvement projects. When the company is required by city to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets, sidewalks, drainage ways, and alleys by city, and company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by company as a result of such removal or relocation, and such reimbursement is required to be handled through city, company costs and expenses shall be included in any application by city for reimbursement, if company submits its cost and expense documentation to city prior to the filing of the application. City shall provide reasonable notice to company of the deadline for company to submit documentation of the costs and expenses of such relocation to city. If the company is required by city to remove or relocate its mains, laterals, or other facilities for any reason other than the construction of streets, alleys, drainage ways, and public infrastructure associated therewith by city, company shall be entitled to reimbursement from others of the cost and expense of such removal or relocation.
- (c) If city abandons any public right-of-way in which company has facilities, when feasible, company shall have the right to maintain its use of the former public right-of-way upon conditions to be determined by the city.
- (d) The company shall at all times keep on file with the city a current map or set of maps of the company's facilities within the city. Such maps shall indicate subdivision locations and locations of company's customers. As extensions or modifications of facilities are made from time to time, the company shall file with the city maps or plans showing those extensions or modifications so that the city will at all times have current and accurate maps and plans of the company's facilities. In addition to showing the location of company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the city. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The company shall provide one (1) set of blue or black line "as built"

drawings to the city and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the city.

- (e) The company shall provide, on a quarterly basis and at the same time that the quarterly payments and reports required in section 9 are submitted, a comprehensive listing of its customers on a subdivision basis. The location information shall also be shown on either a map or a subdivision plat, and may be combined with the maps required in paragraph 3(d) above. Company shall further cooperate with city in determining the correct jurisdictional coding of all of company's customers in the city and its environs.
- (f) The company agrees to provide, at its cost, information requested by the city to assist in a determination of any changes in conditions, practices, or services provided by the company through the use of the public rights-of-way.

Section 4. - Regulations for service.

- (a) In addition to the rates charged for gas supplied, company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business, including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract for such service. All charges, rules, and regulations of company involving any consumer of gas within the city shall be subject to regulation, supervision, and approval by the city, as appropriate.
- (b) Company shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with the company's main in the public rights-of-way to and throughout the customer's premises.
- (c) Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the company's main to the customer's meter where gas is measured by company. The customer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the supply lines extending from the point of connection with company's customer meter to the point of connection with customer's house piping.

Section 5. - Main extension.

Company shall be required at its own expense to extend distribution mains in any public rights-of-way up to one hundred (100) feet to a residential customer. Company shall not be required to extend transmission mains in any public rights-of-way within city or to make a tap on any transmission main within city unless company agrees to such extension by a written agreement between company and a customer.

Section 6. - Deposits.

Company shall be entitled to require each and every customer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to the company's quality of service rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such quality of service

rules and shall bear interest, as provided in Chapter 183, Texas Utilities Code, as such may be amended from time to time. Upon termination of service, company shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Company by the customer making the deposit.

Section 7. - Indemnity.

IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND COMPANY DOES HEREBY RELEASE, AGREE TO INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE GAS DISTRIBUTION PLANT OR SYSTEM OF COMPANY, EXCEPT THAT THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY SITUATION WHEREIN CITY IS SOLELY LIABLE FOR THE ACTIONS, SUITS, OR CLAIMS OF INJURY OR DAMAGE BROUGHT AGAINST IT. IN THE EVENT THAT ANY ACTION, SUIT, OR PROCEEDING IS BROUGHT AGAINST CITY UPON ANY LIABILITY ARISING OUT OF THE CONSTRUCTION, OPERATIONS, OR MAINTENANCE OF THE COMPANY'S FACILITIES, CITY SHALL GIVE NOTICE IN WRITING TO COMPANY BY REGISTERED OR CERTIFIED MAIL. UPON RECEIPT OF SUCH NOTICE, THE COMPANY, AT ITS OWN EXPENSE, SHALL DEFEND SUCH ACTION AND TAKE ALL SUCH STEPS AS MAY BE NECESSARY OR PROPER TO PREVENT THE OBTAINING OF A JUDGMENT AGAINST THE CITY AND/OR TO SATISFY SAID JUDGMENT. CITY AGREES TO COOPERATE WITH COMPANY IN CONNECTION WITH SUCH DEFENSE.

Section 8. - Non-exclusive.

- (a) The rights, privileges, and franchise granted by this ordinance are not to be considered exclusive, and city hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for city and the inhabitants thereof. City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the city and the inhabitants thereof.
- (b) If, on the effective date of this franchise, there is in effect a similar gas franchise granted by the city to another company that provides for a franchise fee in a lower amount than the amount required to be paid by company herein, then company's obligations under section 9 hereof shall be limited to the lower amount contained in the other franchise. City shall give company notice on the effective date of such other franchise affecting company's obligations under section 9 and of the franchise fee required under such other franchise. Company shall thereafter be allowed to calculate its franchise fee payments to the city based upon the lower fee required in the other franchise.

- (c) If company's required franchise fee is lowered as provided in paragraph (b), above, and the city subsequently grants or renews a gas franchise to another company that requires a franchise fee in the amount of four (4) percent or greater of the franchisee's gross revenues, then company's franchise fee obligations shall be as provided in section 9 hereof. City shall give company notice of such subsequent franchise or renewal affecting company's obligations under section 9 and of the franchise fee required under such subsequent franchise or renewal. Company shall thereafter be required to calculate its franchise fee payments to the city based upon the requirements of section 9 hereof, beginning with the next full calendar quarter after receipt of the notice from the city.

Section 9. - Compensation.

- (a) In consideration of the right granted by city to company to use and occupy the rights-of-way in the city for the conduct of its business, company, its successors and assigns, agrees to pay to the city franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the twentieth (20th) day following the end of each calendar quarter. The franchise fee shall be a sum of money which shall be equivalent to four (4) percent of the company's quarterly gross revenues.
- (b) For franchise fee payments beginning on the effective date of this ordinance, payment shall be made by wire transfer on or before the close of business on the payment due date. If any payment due date required herein falls on a weekend or declared bank holiday, payment shall be made by wire transfer on or before the close of business of the last working day prior to the payment due date. Payment shall be considered timely made if company requests the wire transfer by the wire transfer deadline of its bank on the payment due date.
- (c) At the time of each quarterly payment, company shall also submit to the city a sworn statement showing: (i) its gross revenues for the preceding calendar quarter upon which franchise fees are calculated, including the amount of revenues received by company for the transportation of gas; (ii) the coded identity of company's transport customers during the preceding calendar quarter; and (iii) the cost, volume, and transport fee of gas transported during the preceding calendar quarter for such transport customers, calculated in accordance with section 9(f) below. Upon request, city shall have access at company's office to the actual identity of company's transport customers and their suppliers as long as such information shall remain confidential, and no copies of such information may be made.
- (d) The aforesaid franchise fee payments shall not affect or reduce the company's obligations with respect to the following: (i) to reimburse the city for street repairs; (ii) the payment of taxes or fees to the state; or (iii) the payment of general or special ad valorem taxes that the city is authorized to levy and impose upon real and personal property. None of the aforementioned obligations of the city shall operate as credits or reductions to the amounts due by the company to the city hereunder.
- (e) The payments by the company under the provisions of this ordinance are in lieu of any and all other and additional street rental charges or fees. However, the company is required to obtain all appropriate permits for work in the public rights-of-way and

pay the appropriate fees therefor. Should city not have the legal power to agree that the payment of the franchise fee shall be in lieu of street rental charges, then city agrees that it will apply so much of said sums of money paid as may be necessary to satisfy company's obligations, if any, to pay such rental charges.

- (f) The cost of gas transported by company for transport customers shall be determined as set forth in this paragraph. In the absence of documentary evidence to the contrary provided by company to city, the cost of gas so transported shall be presumed to be equal to the total volume of gas transported for such transport customer times one hundred ten (110) percent of the index of prices for large packages of gas per MMBtu published each month in *Inside FERC's Gas Market Report* in the table titled, "Delivered Spot-Gas Prices," for gas delivered at Houston Ship Channel/Beaumont, Texas, or a mutually agreeable successor publication and index, for the period of time the transportation service is performed. If company submits documents to the city to indicate the actual cost of gas transported by company, the company may remove therefrom any information that would disclose either the identity of the customer or other information deemed confidential by company, so long as such removal does not prevent the city from determining the monetary cost of the gas transported. Company agrees to give the city, upon request, access to the confidential information so removed in order for the city to verify the accuracy of the information provided to the city under the provisions of this paragraph. Company shall use all due diligence in collecting from transport customers any and all fees required by this franchise ordinance, but shall not be responsible for paying the fees to city if company's transport customer refuses to pay. Provided, however, that if company's transport customer refuses to pay the fee imposed on the cost of gas transported for such transport customer, and remains delinquent in payment of such fee for a period of greater than thirty (30) days, company shall be responsible for the uncollected fee on any gas thereafter transported through the rights-of-way of city to company's transport customer, but in no event shall the customer be relieved of its obligation to reimburse company for any fees paid to city.

Section 10. - Accounting; audit; inspection.

- (a) The company shall maintain, at its local office or principal place of business within the state, adequate books and records relating to the performance of its obligations under this franchise. The company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the company applicable to its performance under this franchise shall be made available for inspection by the city at any time during normal working hours.
- (b) City may cause, upon reasonable notice, an audit to be made of the books and records of the company relating to the company's performance under this franchise or any portion of any of its other operations that may be allocated or charged to its operations in the city. The omission by the city to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event city elects to exercise its right of audit, city shall provide to the company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. City shall retain an

independent auditor of its selection to perform the audit. The company shall make available to the auditor such personnel and records as the city may in its reasonable discretion request in order to complete such audit, and shall make no charge to the city therefor. The company shall assist the city during any audit conducted under this franchise, including answering questions and providing any requested records or information within five (5) working days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the city, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

- (c) Upon request by the city, but no less often than annually, the company will prepare a statement of its estimate of the company's gross revenues by revenue account for the period covered by the statement signed by an authorized representative of the company, in such reasonable form and detail as city may from time to time prescribe, sufficient to show the source and method of calculation of the company's gross revenues. The acceptance of any statement or payment shall not estop the city from asserting that the amount paid is not the amount due or from recovering any deficit, including interest, by any lawful proceeding.
- (d) Upon completion of the audit, the city shall make the audit report available to the company, and shall give the company an opportunity to respond to the audit findings. If requested by either party, the city and the company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the company shall be determined to have under-remitted the fee required by this franchise, the company shall pay, in addition to the underpayments, interest on the underpayments at the rate of ten (10) percent per annum from the time of the underpayment until payment is made. Underpayment of fees by the company may also subject the company to penalties for noncompliance with this franchise. After reviewing the company's response to the audit findings, the city shall make an initial determination as to whether the company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed ten (10) percent of the total underpayment. The city council shall make the final determination of whether a penalty shall be required, and the amount of same.
- (e) If any of the records to be provided by company or to be made available by company are considered by the company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the company such information shall be treated by the city as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the city, including but not limited to the finance director, the city attorney, and the council members. City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

Section 11. - Reservation of rights.

- (a) The city reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of company's rates and services to insure the rendering of efficient public service at reasonable rates, and the maintenance of company's property in good repair throughout the term of this franchise. Company shall maintain on file with the city copies of its current tariffs, schedules of rates and charges, customer service provisions, and line extension policies. Company shall notify the city of the identity of any customer of company that changes from a tariffed rate to a contract rate within forty-five (45) days of such change.
- (b) In granting this franchise, the city does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the city, and it is expressly provided that nothing herein shall impair the right of the city to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the city as same now exist or as such limits may be extended from time to time hereafter.

Section 12. - Termination.

- (a) In addition to any rights set out elsewhere in this ordinance, the city reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.
- (b) Upon failure of the company to comply with the material terms of the franchise, the city may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the company shall immediately be divested without further act upon the part of the city. If the city requires the company to remove its facilities from the public rights-of-way, the company shall forthwith remove its structures or property from the public rights-of-way and restore it to the approximate original condition. Upon failure to do so, the city may perform the work and collect the cost thereof from the company. The cost thereof shall be a lien upon all facilities and property of the company.
- (c) Procedures for termination.
 - (i) The city shall give written notice to the company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the city in which to cease such violation and comply with the terms and provisions hereof. In the event company fails to cease such violation or to otherwise comply with the terms hereof, then company's franchise is subject to termination under the following provisions. Provided, however, that, if the company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such

curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.

- (ii) Termination shall be declared only by a written decision of the city council after an appropriate public proceeding whereby the company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The company shall be provided at least ten (10) days prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) day notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the company.
- (iii) The city, after full public hearing, and upon finding a material violation or failure to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the city council. The failure of the company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for company to comply with said terms, shall entitle the city to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the city may compel compliance upon penalty of forfeiture thereof, with the city having an option to purchase company's property located in the city at a reasonable fair value should forfeiture occur.
- (d) In the event the city purchases company's property under penalty of forfeiture and the city and company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the company's property shall be established by a majority vote of three appraisers with one appraiser selected by company, one appraiser selected by city, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The company further agrees that if for any reason the company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the city that company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

Section 13. - Renegotiation.

- (a) Should technological, market-driven, regulatory, or similar changes occur in the natural gas industry which create classes or categories of usage different from those enumerated in section 1 of this ordinance, or should company alter the means, methods, or types of uses of the public rights-of-way in the city, or should the city reasonably believe that the franchise fee provision should be amended in order to not impair the city's ability to receive an adequate franchise fee pursuant to this ordinance, then the city may initiate the renegotiation of the franchise fee provision of this ordinance.
- (b) If, during the term of the franchise granted hereunder, the nature of competition in the provision of gas utility services in the city changes to the extent that company

reasonably believes that the franchise fee provisions of this ordinance cause the company to be placed at a competitive disadvantage in the conduct of its business within the city, then the company may request the renegotiation of the franchise fee provisions of this ordinance.

- (c) Should either the city or the company request a change in the franchise fee provision of this ordinance, both parties agree to enter into a good faith negotiation. "Good faith," for the purpose of this ordinance, shall mean an objective, diligent, timely, and responsible discourse on the issue(s) involved and a resolute attempt to settle said issue(s). Should, as a result of renegotiation, city and company agree to a change in a provision of this ordinance, the change shall become effective upon passage of an ordinance by the city in accordance with the City Charter and acceptance of the amendment by the company. Both parties agree that passage and acceptance will be a mandatory act following negotiation and agreement. Company agrees to provide any and all information requested by city to assist in a determination of any changes in conditions, practices, or services provided by company through the use of the public rights-of-way of the city.

Section 14. - Regulatory expenses.

Company agrees that city may, at any time during the term of this franchise, employ at the expense of company expert assistance and advice in determining fair, just, and reasonable rates to be charged by company to its consumers in the city, and in determining the extent to which company is complying with the terms and conditions of this ordinance. Company agrees to pay reasonable expenses in connection therewith, or reimburse city for the same, which expense company shall be entitled to recover through its rates and tariffs.

Section 15. - Acceptance.

In order to accept this franchise, company must file its written acceptance of this franchise ordinance within forty-five (45) days after its final adoption by the city, in a form acceptable to the City Attorney's office. If this franchise ordinance is not accepted by company within forty-five (45) days, the franchise ordinance shall be rendered null and void.

Section 16. - Assignment or transfer.

Company may not assign or transfer this franchise, and the rights granted thereby, to any entity without the prior consent and approval of the city given by written resolution, which consent and approval shall not be unreasonably withheld.

Section 17. Notices.

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

SiEnergy, L.P.
June M. Dively, Chief Executive Officer
3 Lakeway Centre Court, Suite 110
Lakeway, TX 78734

Every such communication to the City or the City Council shall be sent to the:

Mayor, City of Rosenberg
2110 4th Street
P.O. Box 32
Rosenberg, Texas 77471

With copies to:

City Manager
2110 4th Street
P.O. Box 32
Rosenberg, Texas 77471

Section 18. Severability.

If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Rosenberg, in adopting this Franchise, that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 19. Repeal.

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 20. Governmental Function.

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 21. Effective date.

This franchise shall be effective sixty days after its adoption on its third reading within thirty days of its first reading, and further conditional upon receipt by the city of company's acceptance, as provided in section 15 herein, and upon all other conditions as provided by the City Charter, as applicable.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this first reading in full compliance with the provisions of Section 3.10 and Section 12.03 of the Charter of the City of Rosenberg on the _____ day of _____ 2015.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this second reading in full compliance with the provisions of Section 3.10 and Section 12.03 of the Charter of the City of Rosenberg on the _____ day of _____ 2015.

PASSED AND APPROVED by a vote of _____ “ayes” in favor and _____ “noes” against on this third and final reading in full compliance with the provisions of Section 3.10 and Section 12.03 of the Charter of the City of Rosenberg on the _____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, TRMC, City Secretary

Vincent M. Morales, Jr., Mayor

APPROVED AS TO FORM:

George Hyde, **City Attorney**
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

CITY OF ROSENBERG CODE OF ORDINANCES EXCERPT
PART I - THE CHARTER
ARTICLE XII. - FRANCHISES AND PUBLIC UTILITIES

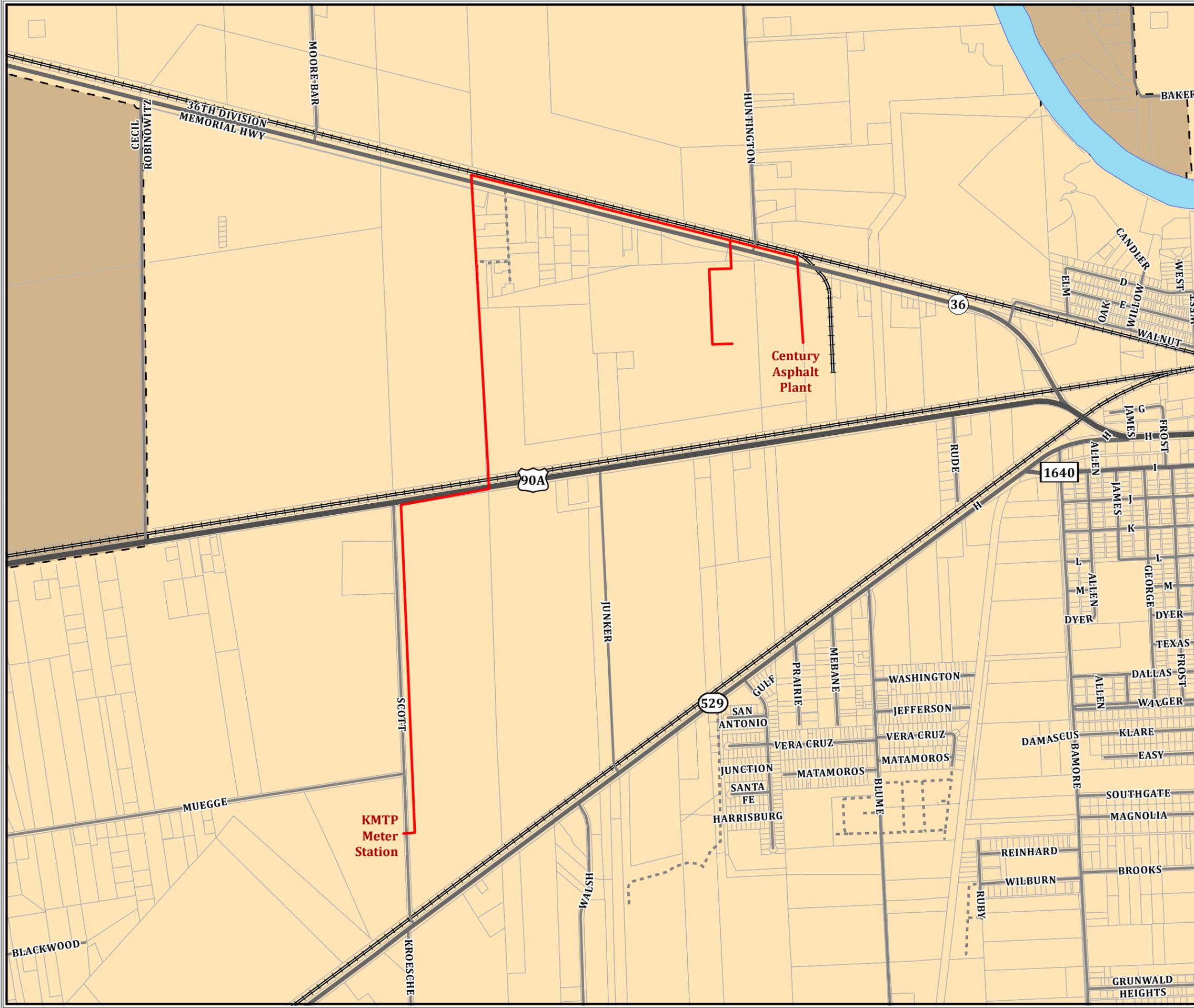
Sec. 12.03. - Procedure for passing franchise ordinances.

The City of Rosenberg shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance shall not be passed finally until its third and final reading, said ordinances shall be read at three separate regular meetings of the city council of the City of Rosenberg, the last of which shall take place not less than thirty days from the first. No ordinance granting a franchise shall pass any reading except by a vote of the majority of the city council, and such ordinance shall not take effect until sixty days after its adoption on its third and final reading; provided, however, that if at any time before such ordinance shall finally take effect, a petition shall be presented to the city council signed by not less than twenty percent of the voters voting at the last regular municipal election but in no event less than one hundred fifty of the bona fide qualified voters of the city, then the city council shall submit the question of the granting of said franchise to a vote of the qualified voters of the City of Rosenberg at the next succeeding regular municipal election to be held in said city; provided that notice thereof shall be published over a period of at least twenty-one days in a newspaper of general circulation published in the City of Rosenberg, prior to the holding of said election. Ballots shall be used, briefly describing the franchise to be voted on and the terms thereof and containing the words, "For the granting of a franchise," and, "Against the granting of a franchise." The votes shall be canvassed by the city council, and should it result in a majority of those voting thereon casting their votes "For the granting of a franchise," then by order entered in its minutes, the city council shall so declare and said franchise shall at once take effect. But should a majority of such votes be cast "Against the granting of a franchise," as ascertained by the city council, then said city council by order entered in its minutes shall so declare and such franchise shall not take effect. In case a franchise is refused by the city council, then the matter may be submitted to the qualified voters on petition, as hereinbefore provided, and a failure to finally pass on an application within twelve months after the filing of such application, shall be construed as a refusal. The city council in passing an ordinance granting a franchise may provide therein that it shall not take effect until the same shall have been submitted to and approved by a majority of the qualified voters voting thereon at a regular municipal election. All expenses of publication shall be borne by the applicant for the franchise, who shall make a deposit in advance to cover the estimated cost of publication, to be determined by the city manager.

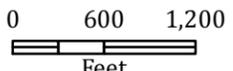
(Ord. No. 60-4, § 21, 9-6-60; Ord. No. 85-8, § 21, 6-18-85)

SiEnergy Gas Distribution Pipeline

City of Rosenberg, Texas



-  Pipeline
-  Interstate
-  US Highway
-  State Highway/FM
-  Public Road
-  Private Road
-  Rosenberg City Limits
-  Rosenberg ETJ


 Scale:
 1:14,400
 or
 1 Inch = 1,200 Feet

 0 600 1,200
 Feet

The pipeline location depicted is based off GIS data from the Railroad Commission of Texas (RRC). The data has been cross checked with information provided by SiEnergy to insure that it shows the approximate location and layout of the pipeline (appropriate to the map scale).

Created by: City of Rosenberg GIS - Cory Vardaman
 Date Created: March 09, 2015
 Original Size: 11" x 17"
 K:\GIS\MAPS\Utilities\2015\SiEnergy_Pipeline_11x17_2015Mar09.mxd

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





CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
6	Resolution No. R-1940 - Storm Water Management Plan Annual Report

ITEM/MOTION

Consideration of and action on Resolution No. R-1940, a Resolution authorizing the City Engineer to execute, for and on behalf of the City, the Annual Report for the City of Rosenberg's Storm Water Management Plan under TPDES General Permit No. TXR040272 to regulate storm water discharges for Small Municipal Separate Sewer Systems (MS4) under TPDES Phase II MS4 General Permit (TXR040272).

FINANCIAL SUMMARY

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

MUD #:

1. Resolution No. R-1940

APPROVALS

Submitted by:

Charles A. Kalkomey, P.E.
City Engineer

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Texas Commission on Environmental Quality (TCEQ) originally adopted the General Permit TXR040000 for the regulation of storm water discharges. Authorized by the Clean Water Act, Phase I regulations were in place for cities with a population in excess of 100,000. The Phase II General Permit for smaller cities located in Urbanized Areas was approved in November 2007.

The majority of the City of Rosenberg (City) lies within the Houston Urbanized Area as originally determined by the 2000 Census; therefore, the City has been identified as a Small Municipal Separate Sewer System (MS4), and complies with the requirements of the Clean Water Act by filing the General Permit.

The City submitted the Notice of Intent and the Storm Water Management Plan to the TCEQ in February 2008. For the past six (6) years, staff presented the Annual Report for the year, and authorized the City Engineer to execute the report and file it.

This is the seventh annual report. This is the first report filed under the revised General Permit issued by the TCEQ.

The revised General Permit requires that the City submit an Annual Report of activities for the reporting period of August 13, 2013 to December 31, 2014. This Agenda item will allow staff to update City Council on the status of the Permit and review the activities for this year. The Annual Report has been included as Exhibit "A" to Resolution No. R-1940.

Staff recommends approval of Resolution No. R-1940 which accepts the Annual Report and authorizes the City Engineer to execute the Annual Report under TPDES General Permit No. TXR040272 to regulate storm water discharges.

RESOLUTION NO. R-1940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY ENGINEER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, THE ANNUAL REPORT FOR THE CITY OF ROSENBERG'S STORM WATER MANAGEMENT PLAN UNDER TPDES GENERAL PERMIT NO. TXR040272 TO REGULATE STORM WATER DISCHARGES FOR SMALL MUNICIPAL SEPARATE SEWER SYSTEMS (MS4) UNDER TPDES PHASE II MS4 GENERAL PERMIT (TXR040272).

* * * * *

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

Section 1. That the City of Rosenberg's Storm Water Management Plan, prepared under TPDES General Permit No. TXR040272, to regulate storm water discharges is hereby accepted by the City Council of the City of Rosenberg; and,

Section 2. The City Engineer is hereby authorized to sign the Annual Report, for Storm Water Discharges from Small Municipal Separate Sewer Systems (MS4) under TPDES Phase II MS4 General Permit (TXR040272). A copy of such Annual Report is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2015.

ATTEST:

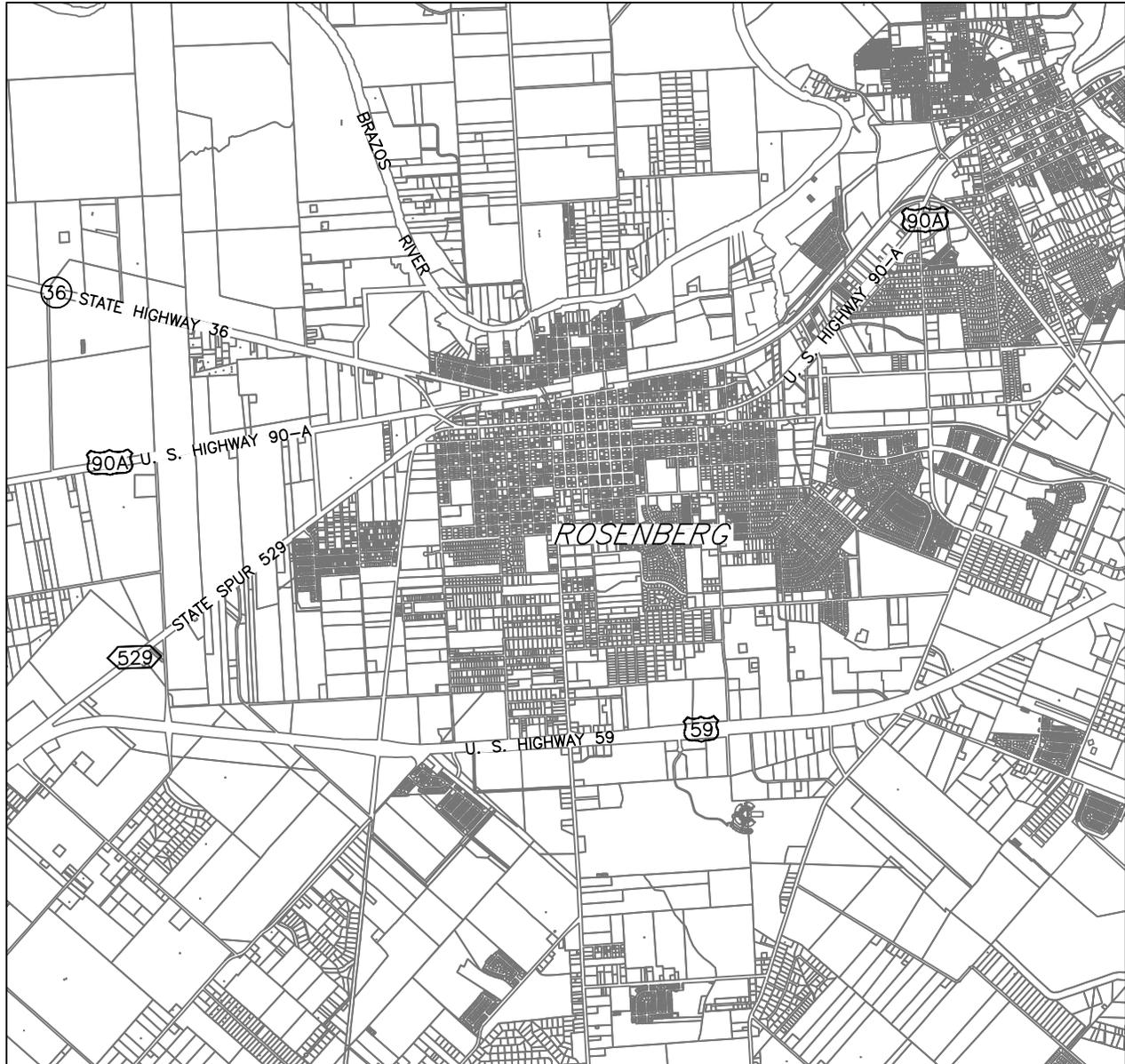
APPROVED:

Linda Cernosek, **City Secretary**

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

STORM WATER MANAGEMENT PROGRAM ANNUAL REPORT: YEAR 1

THE CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS



MARCH 2015

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
Texas Board of Professional Engineers Registration No. F-439
6415 Reading Road Rosenberg, Texas 77471 (281) 342-2033

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number TXR040272 Annual Report Year: 1: 8/13/13-12/31/14

MS4 Operator Level: 2 Name of MS4/Permittee: City of Rosenberg

Contact Name: Jared Biermann Telephone Number: (281) 342-2033

Mailing Address: 6415 Reading Road, Rosenberg, Texas 77471

E-mail Address: jbiermann@jonescarter.com

B. Narrative Provisions (Part IV Section B.2.(a))

Provide information on the status of complying with permit conditions: (Part V - Standard Permit Conditions):

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		The MS4 has completed all Permit Year 1 BMPs as outlined in the conditionally approved SWMP.
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		The MS4 has submitted a concise annual report and retained applicable records as outlined in the TPDES General Permit TXR040000.
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.)	X		The MS4 meets all eligibility requirements outlined in the TPDES General Permit TXR040000.

1. Provide a general assessment of the appropriateness of the selected BMPs. Use table below or attach a summary, as appropriate:

All Best Management Practices (BMPs) included in the Storm Water Management Program (SWMP) are appropriate for reducing the discharge of pollutants to the maximum extent practical (MEP). The SWMP was reviewed and approved by the Texas Commission of Environmental Quality (TCEQ) on February 25, 2015. Below are examples of BMPs which will be implemented in future Permit Years.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Yes/No/Explain)
1: Public Education, Outreach, and Involvement	3.1: Bill Inserts and Electronic Education	Yes. Educational materials were distributed to residents within the MS4 service area. The educational materials assist in preventing pollutants of concern from discharging into the storm sewer system.
1: Public Education, Outreach, and Involvement	4.1: Storm Drain Marking	Yes. Inlet markers were previously installed on the storm sewer inlets within the MS4 service area. The inlet markers assist in preventing residents from discharging unauthorized materials into the storm sewer system.
2: Illicit Discharge Detection and Elimination	3.1: Maps of Outfalls and Surface Waters	Yes. Maps of the storm sewer outfalls and surface waters were developed in previous permit years. The maps allows for pollutants of concern to be detected and located within the MS4 service area.
3: Construction Site Storm Water Runoff Control	3.1: Revision to Ordinance	Yes. Storm water requirements and restrictions were amended to the Ordinance in previous permit years. The Ordinance restricts any pollutants of concern to be discharged from construction activities into the storm sewer system.
4: Post-Construction Storm Water Management in New Development and Redevelopment	3.1: Revision to Ordinance	Yes. Storm water requirements and restrictions were amended to the Ordinance in previous permit years. The Ordinance restricts any pollutants of concern to be discharged from post construction activities into the storm sewer system.

2. Describe progress towards reducing the discharge of pollutants to the maximum extent practicable. Summarize any information used (such as monitoring data) to evaluate reductions in the discharge of pollutants. Use a table or attach a narrative description as appropriate:

MCM	BMP	Parameter	Quantity	Units	Does BMP Demonstrate a Direct Reduction in Pollutants? (Yes/No/Explain)
1	3.1	Utility Bill Inserts	Feb 2014: 8,301 Aug 2014: 8,449	Educational Pamphlets	YES. Educational pamphlets were distributed to residents during Permit Year 1. The pamphlets provided public education to residents on good housekeeping principles and pollution prevention measures.
1	3.2	Electronic Education	2	Electronic Educational Pamphlets	YES. Electronic educational materials were available for viewing to all residents during Permit Year 1. The pamphlets provided public education to residents on good housekeeping principles and pollution prevention measures.
1	4.1	Storm Drain Marking	1,683	Inlet Markers	YES. The inlet markers assist in preventing residents from discharging unauthorized materials into the storm sewer system. All appropriate inlets within the MS4 previously received inlet markers.
2	3.1	Maps of Inlets, Outfalls, Surface Waters, and Structural Controls	1,683	Structural Controls	YES. The City has mapped all inlets, outfalls, surface waters, and structural controls in previous permit years. The MS4 will continue to update maps in future permit years
3	4.1	Construction Site Plan Review	18	Construction Drawings	YES. A total of eighteen (18) construction projects occurred during Permit Year 1. The City Engineer and Code Enforcement will continue to conduct construction site plan reviews on all applicable projects in order to prevent water quality impacts within the MS4.

MCM	BMP	Parameter	Quantity	Units	Does BMP Demonstrate a Direct Reduction in Pollutants? (Yes/No/Explain)
3	5.1	Construction Site Inspection and Enforcement	13	Construction Site Inspections	YES. A total of thirteen (13) construction projects occurred during Permit Year 1. The Construction Inspector will continue to inspect all applicable construction sites during the preliminary stages to ensure no water quality threat exists as a result of construction activities.
4	5.1	Inspection Program for Post-Construction Storm Water Controls	7	Post-Construction Inspections	YES. A total of seven (7) construction projects occurred during Permit Year 1. The Construction Inspector will continue to inspect all applicable construction sites during the final stages to ensure permanent structural controls were properly constructed and no potential impacts of illicit discharge exists.

3. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals:

MCM(s)	Measurable Goal(s)	Success
Public Education, Outreach, and Involvement	Utility Bill Inserts	MET GOAL. Educational pamphlets which addressed storm water quality concerns were distributed to the community during February and August 2014.
Public Education, Outreach, and Involvement	Electronic Education	MET GOAL. The Storm Water Management Program along with several educational materials were uploaded to the website and made available to the community.
Public Education, Outreach, and Involvement	Storm Drain Marking	MET GOAL. All inlet marks were installed in previous permit years. The inlet marking program was made available to volunteers to install missing markers.
Public Education, Outreach, and Involvement	Opportunity for Public Comment	MET GOAL. The MS4 complied with state and local public notice requirements when implementing the public involvement/participation program. The SWMP, NOI, General Permit, and Fact Sheet were made available for viewing at the City of Rosenberg city hall located at 2110 4 th Street, Rosenberg, TX 77471.

MCM(s)	Measurable Goal(s)	Success
Illicit Discharge Detection and Elimination	Public Reporting using Utility Bill	MET GOAL. The MS4 Operator's contact information was included in the educational pamphlets which were distributed to the community during February and August 2014.
Illicit Discharge Detection and Elimination	Public Reporting using Electronic Education	MET GOAL. The MS4 Operator's contact information was available online and included with the educational materials.
Illicit Discharge Detection and Elimination	Revision to Ordinance for Illicit Discharge	MET GOAL. The Ordinance for the MS4 was amended in previous permit years. Notable changes included listing unauthorized materials not allowed to discharge from the MS4, in addition to the non-storm water sources which may be discharges from the MS4. No updates were made in this permit year.
Illicit Discharge Detection and Elimination	Septic System Identification & Inspection	MET GOAL. All current septic systems were monitored and inspected, as necessary.
Construction Site Storm Water Runoff Control	Revision to Ordinance for Construction Sites	MET GOAL. The Ordinance for the MS4 was amended in previous permit years. Notable changes include requiring construction site plan reviews and inspections on all projects which disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. No updates were made in this permit year.
Construction Site Storm Water Runoff Control	Construction Site Plan Review	MET GOAL. The MS4 Engineer conducted plan reviews on all applicable construction projects.
Construction Site Storm Water Runoff Control	Construction Site Inspection & Enforcement	MET GOAL. The MS4 Inspector and Representative for the City made frequent site visits to all active construction projects.
Construction Site Storm Water Runoff Control	Guidance Manual for Construction Sites	MET GOAL. The MS4 references the "Harris County Storm Water Management Handbook for Construction Activities, 2006 Edition" guidance manual to aide in determining effective BMPs for construction sites and address insufficient BMPs.
Construction Site Storm Water Runoff Control	Inventory of Construction Sites	MET GOAL. All applicable construction projects were filed in the City's office.

MCM(s)	Measurable Goal(s)	Success
Post-Construction Storm Water Management in New Development and Redevelopment	Revision to Ordinance for Post-Construction	MET GOAL. The Ordinance for the MS4 was amended in previous permit years. Notable changes include prohibiting non-stormwater discharges from entering into the storm sewer system from construction sites greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development or sale that would disturb one acre or more. No updates were made in this permit year.
Post-Construction Storm Water Management in New Development and Redevelopment	Guidance Manual for Post-Construction Sites	MET GOAL. The MS4 references the “Harris County Storm Water Management Handbook for Construction Activities, 2006 Edition” guidance manual to aide in implementing post-construction BMPs, as necessary.
Post-Construction Storm Water Management in New Development and Redevelopment	Inspection for Post-Construction Sites	MET GOAL. The MS4 Inspector and Representative for the City conducted post construction site visits on completed construction activities, as needed on all applicable projects.

C. Stormwater Monitoring Data (Part IV Section B.2.(b))

1. The MS4 has conducted analytical monitoring of stormwater quality and submitted in the annual report.

Yes No

a. Explain below or attach a summary to submit along with any monitoring data used to evaluate the success of the SWMP at reducing pollutants to the maximum extent practicable. Be sure to include a discussion of results: N/A

D. Impaired Waterbodies (Part IV Section B.2.(c))

1. If applicable, explain below or attach a summary of any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4s BMPs used to address the pollutant of concern: N/A
2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL (*Part II Section D.4.(a)*): N/A
3. Report the benchmark identified by the MS4 and assessment activities (*Part II Section D.4.(a)(6)*):

Benchmark Parameter	Benchmark Value	Description of additional sampling or other assessment activities	Year(s) conducted
N/A	N/A	N/A	N/A

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark (*Part II Section D.4.(a)(4)*):

Benchmark Parameter	Selected BMP	Contribution to achieving Benchmark
N/A	N/A	N/A

5. If applicable, report on focused BMPs to address impairment (*Part II Section D.4.(a)(5)*):

Pollutant to Address	Description of Focused BMP	Comments/Discussion
N/A	N/A	N/A

6. Describe progress in achieving the benchmark (*Part II.D.4.(a)(6)*):

Benchmark Indicator	Description/Comments
N/A	N/A

E. Stormwater Activities (Part IV Section B.2.(d))

Describe any stormwater activities the MS4 operator has planned for the next reporting year. Use the table or attach a summary, as appropriate:

MCM(s)	BMP	Stormwater Activity	Description/Comments
1	3.1	Utility Bill Inserts	Distribute educational pamphlets which address storm water quality concerns to the community.
1	3.2	Electronic Education	Upload electronic educational materials which address storm water quality concerns to the website for the community to view.
1	4.1	Storm Drain Marking	Provide volunteer groups the opportunity to install missing inlet markers on the storm sewer inlets.
1	5.1	Opportunity for Public Comment	Consider public comments regarding implementation of the SWMP.
2	3.1	Maps of Storm Sewer Outfalls & Surface Waters	Evaluate new data related to the storm sewer system and incorporate into the MS4 map.
2	4.1	Training for Illicit Discharge Detection & Elimination	Conduct a training program addressing how to identify and detect illicit discharges.
2	5.1	Public Reporting using Utility Bill Inserts	Include the MS4 Operator contact information in the educational pamphlet to allow residents to report illicit discharges.
2	6.1	Responding to Illicit Discharges & Spills	Respond to all calls and conduct the appropriate action that concerns the illicit discharge and spills. Evaluate current procedures and determine if changes need to be conducted.
2	6.2	Source Investigation of Illicit Discharges	Develop procedures to investigate illicit discharges and spills. Train personnel on procedures to investigate and document illicit discharges.
2	6.3	Source Elimination of Illicit Discharges	Develop procedures for removing illicit discharges and spills. Create a form to document corrective actions performed.
2	8.1	Septic System Identification & Inspection	Evaluate the existing program and determine if changes need to be implemented. Inspect all new and non-functioning septic systems, as necessary.
3	4.1	Construction Site Plan Review	Conduct plan reviews using the construction site plan review checklist on all applicable projects.

MCM(s)	BMP	Stormwater Activity	Description/Comments
3	5.1	Construction Site Inspection & Enforcement	Conduct construction site inspections and enforcement actions, as needed on all applicable projects.
3	6.1	Training for Construction Site Storm Water Runoff Control	Conduct a training program addressing how to conduct construction site inspections.
3	7.1	Guidance Manual for Construction Site Storm Water Runoff Control	Continue utilizing the guidance manual to aide in implementing construction site BMPs, as necessary.
3	8.1	Inventory of Construction Sites	Document all permitted public and private construction sites on the inventory list.
4	4.1	Guidance Manual for Post-Construction Storm Water Controls	Continue utilizing the guidance manual to aide in implementing post-construction BMPs, as necessary.
4	5.1	Inspection Program for Post-Construction Storm Water Controls	Conduct construction site inspections on all completed construction activities, as needed on all applicable projects.
4	6.1	Training for Post-Construction Storm Water Controls	Conduct a training program addressing how to conduct post-construction inspections.
5	4.1	Training for Pollution Prevention & Good Housekeeping	Conduct a training program which identifies how to effectively implement pollution prevention and good housekeeping practices.
5	6.1	Contractor Oversight	Provide oversight during construction activities to ensure Contractors are using the appropriate BMPs control measures and standard operating procedures.

F. SWMP Modifications (Part IV Section B.2.(e))

1. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQs review.
 ___ Yes ___ X ___ No

If 'Yes', report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
N/A	N/A	N/A

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible and why the replacement BMP is expected to achieve the goals of the original BMP.

2. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land etc.): N/A

G. Additional BMPs (Part IV Section B.2.(f))

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (Start Date etc.)	Status / Completion Date (completed, in progress, not started)
N/A	N/A	N/A	N/A

H. Additional Information (Part IV Section B.2.(g))

1. Is the permittee relying on another entity/ies to satisfy some of its permit obligations?

Yes No

If 'Yes,' provide the name(s) of other entity/ies and an explanation of their responsibilities (add more spaces or pages if needed):

FBC MUD No. 167 – Implementing efforts regarding all measures relative to District-owned detention ponds

2.a. Is the named permittee sharing a SWMP with other entities?

Yes No

2.b. If 'yes,' is this a system-wide annual report including information for all permittees?

Yes No

If 'Yes,' list all associated permit numbers and permittee names (add additional spaces or pages if needed):

Authorization Number: TXR040582 Permittee: FBC MUD No. 147
 Authorization Number: TXR040481 Permittee: FBC MUD No. 159
 Authorization Number: TXR040551 Permittee: FBC MUD No. 167

I. Construction Activities (Part IV Section B.2.(h-i))

1. a. Does the permittee utilize the optional seventh MCM related to construction?

Yes No

1. b. If 'yes,' then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	N/A
The total number of acres disturbed for municipal construction projects	N/A
The number of construction projects in the jurisdiction of the MS4 where the permittee was not the construction site operator (as provided in submittals to the MS4 operator via notices of intent or site notices)	N/A

Note: Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.

J. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): _____ Title: _____

Signature: _____ Date: _____

Note: If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).



CITY COUNCIL COMMUNICATION

March 17, 2015

ITEM #	ITEM TITLE
7	Resolution No. R-1943 – Campanile at Seabourne Creek
ITEM/MOTION	
Consideration of and action on Resolution No. R-1943, a Resolution in support of a proposed senior housing development by Campanile at Seabourne Creek LP.	
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. Resolution No. R-1943
2. Kilday Correspondence – 01-23-15
3. Vicinity Map
4. Preliminary Site Plan
5. City Council Meeting Draft Minute Excerpt – 02-24-15

MUD #: N/A

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner, AICP
 Executive Director of
 Community Development

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

As discussed at the February 24, 2015 City Council Workshop Meeting, Les Kilday of Campanile at Seabourne Creek LP, has proposed a senior, multi-family development, Campanile at Seabourne Creek, to be located off of Reese Road between I-69 and FM 2218. A vicinity map is attached for reference. The property consists of approximately 9.8 acres for which 132 units are proposed.

At this time, only the attached preliminary site plan has been provided. A more detailed site plan would be required at a later time for staff to review. Because the project would not comply with the City's multi-family parking requirement beginning at four (4) spaces per unit, a Planned Unit Development (PUD) agreement must be established for the project to go forward. Such an agreement would require a recommendation by the Planning Commission and approval by City Council. At this time, however, what the developer is requesting is a resolution of support for the project from City Council.

When discussed on February 24, 2015, City Council generally had no objections except to say that the project be age-restricted per the developer's presentation, that it not be tax-exempt, and that there be on-site management among other things. This would be a "tax credit" project through the Texas Department of Housing and Community Affairs, similar to Brazos Senior Villas located at 5801 Reading Road, which was done by the same developer. The tax credit program requires a resolution of support from City Council, hence this Agenda item. The attached Resolution No. R-1943 speaks to the age of residents in the development and it should be kept in mind that for the development to go forward, a PUD agreement still must be reached between the developer and the City.

Staff recommends approval of Resolution No. R-1943.

RESOLUTION NO. R-1943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, IN SUPPORT OF A PROPOSED SENIOR HOUSING DEVELOPMENT BY CAMPANILE AT SEABOURNE CREEK LP.

* * * * *

WHEREAS, there is a need for affordable housing opportunities for senior citizens in Rosenberg; and,

WHEREAS, Campanile at Seabourne Creek LP has proposed a development for affordable rental housing for the elderly on Reese Road, west of FM 2218, named Campanile at Seabourne Creek in the City of Rosenberg; and,

WHEREAS, Campanile at Seabourne Creek LP affirms that the development will be restricted to persons fifty-five (55) years of age and older and their care-givers to the maximum extent possible under applicable State and federal laws and regulations; and,

WHEREAS, Campanile at Seabourne Creek LP affirms that the development will not seek any exemption from ad valorem taxation by any taxing jurisdiction in which it is located; and,

WHEREAS, Campanile at Seabourne Creek LP has submitted an application to the Texas Department of Housing and Community Affairs (TDHCA) for federal tax credits to support the development; now, therefore,

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

Section 1. The City of Rosenberg does hereby extend its support to Campanile at Seabourne Creek LP's proposal to develop a senior multi-family housing development within the City and the associated application for federal tax credits for same.

PASSED, APPROVED, AND RESOLVED on this _____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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



January 23, 2015

Travis Tanner
Executive Director, Community Development
City of Rosenberg
2110 Fourth Street
Rosenberg, TX 77471

Re: Campanile at Seabourne Creek
Rosenberg, Texas

Dear Mr. Tanner:

Kilday Operating LLC is making an application for Housing Tax Credits with the Texas Department of Housing and Community Affairs for Campanile at Seabourne Creek located in the 3900 block of Reese Rd. in Rosenberg, Texas. This new construction development is an apartment community for the elderly (age 55+), and comprised of approximately 132 units of which 120 will be for low-income elderly tenants. This development will be very similar to Brazos Senior Villas located at 5801 Reading Rd. which has been full for over 2 years and has an extensive waiting list.

We request an opportunity to discuss this development with The Planning Commission at their Wednesday, February 18 meeting.

We are very excited about the opportunity to provide this quality affordable housing community for the elderly and the opportunity to serve the greater community in this part of Fort Bend County. Should you have any questions about this development or application submission, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Les Kilday", is written over a light blue circular stamp.

Les Kilday
Kilday Operating LLC.
713-914-9400
les@kildayco.net



**Lot 17 of the Danziger-Reese Subdivision
City of Rosenberg, Texas**

The 2014 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, which may be contacted at www.h-gac.com.

-  Interstate
-  US Highway
-  State Highway
-  Farm-to-Market
-  Public Road
-  R62421



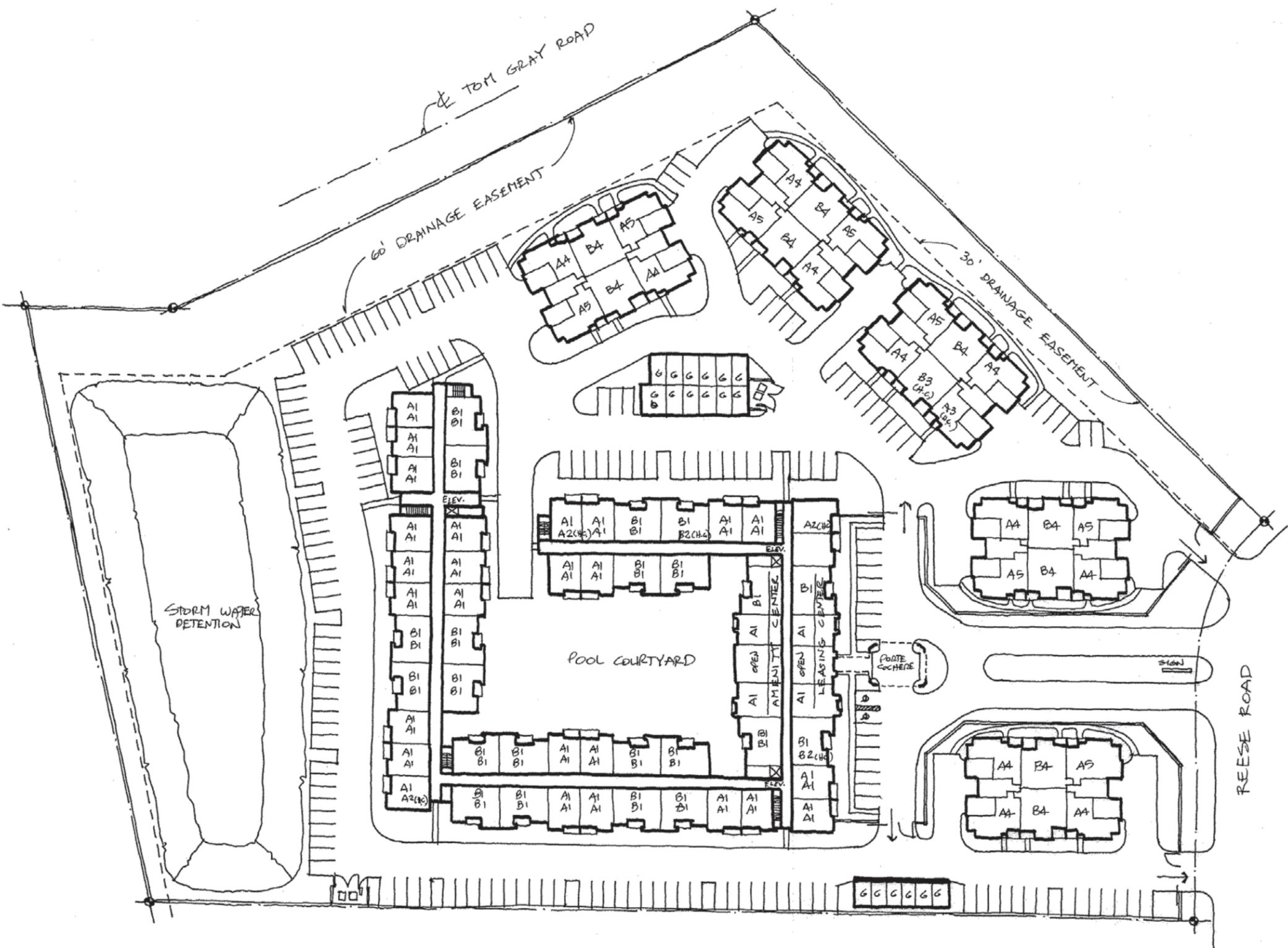
Scale:
1:9,000
or
1 inch = 750 feet



Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: February 05, 2015
Original Size: 8.5" x 11"
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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.





CAMPANILE AT SEABORNE CREEK

MURPHY & ASSOCIATES, ARCHITECTS

80 'A' ONE BEDROOM, 1 BATH
 52 'B' TWO BEDROOM, 2 BATH

132 UNITS TOTAL

30 ATTACHED GARAGES
 18 DETACHED GARAGES

feedback to the consultant, Kendig Keast Collaborative (KKC), on February 18, 2015. Christian Lentz of KKC will be providing the interim briefing to City Council.

Key discussion points:

- Travis Tanner, Executive Director of Community Development read the Executive Summary and introduced Christian Lentz.
- Christian Lentz of Kendig Keast Collaborative gave a presentation of the interim briefing on the Comprehensive Plan Update Project at its halfway point.
- Public Input was collected through multiple channels, and the following themes stood out regarding transportation requests:
 - Trail system that connects river to parks and other pedestrian walkways
 - Improve wayfinding and community branding
 - Curb appeal improvements
 - Walkability improvements in downtown area
 - Intersection improvements (example: Reading Road)
 - Need for public transit service
- Street network findings as a result of Public Input were as follows:
 - Traffic congestion (largely) confined to state/federal thoroughfares
 - Insufficient data to measure level of service
 - Street maintenance funding sufficient (FY2015 budget)
 - Access management standards can be enhanced (cross-access, shared access, driveway throat lengths)
 - Cul-de-sac standards can inhibit major thoroughfare connectivity
 - Opportunity to standardize traffic calming solutions
 - Streetscaping investments support traffic calming
- Major thoroughfare program strategies as a result of the study are as follows:
 - Amend city land development regulations to incorporate street standards consistent with the recommendations of the Major Thoroughfare Program.
 - Coordinate with adjacent local government jurisdictions and state agencies to amend route designations to be consistent with the recommendations of the Major Thoroughfare Program.
 - Calibrate major thoroughfare recommendations through sub-area traffic modeling.
- Next step (Chapter 3) of the program is Land Use and Character

Questions/Comments:

- **C:** This Comprehensive Plan will be a good guiding tool, and a lot of the recommendations should be adopted as we see future growth patterns take shape.
- **C:** We do need to keep an eye on urban versus suburban growth, and maintain some of our urban areas.
- **C:** A lot of the current subdivisions have narrow streets, lack of pedestrian walkways, and traffic congestion within the neighborhoods. We will look forward to guidance in these areas going forward.

2. REVIEW AND DISCUSS A PRESENTATION BY KILDAY OPERATING, LLC, REGARDING CAMPANILE AT SEABOURNE CREEK, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Les Kilday of Kilday Operating LLC has requested the opportunity to have a discussion with City Council regarding a proposed senior, multi-family development to be located off of Reese Road between I-69 and FM 2218. A vicinity map was included for reference. The property consists of approximately 9.8 acres for which 132 units are proposed.

As of the time of this report, only a preliminary site plan has been provided; a more detailed site plan would be required at a later time for staff to review. The proposal would meet the City requirement of having no more than fourteen (14) units per acre. However, it would not meet the multi-family parking requirement beginning at four (4) spaces per unit. The "Multi-Family" Ordinance does not distinguish between parking for standard and senior multi-family developments likely because, absent a development agreement, the City cannot restrict the age of residents within a development; therefore there would likely have to be a Planned Unit Development (PUD) agreement in place for the development to go forward. Such an agreement would require a

recommendation by the Planning Commission and approval by City Council. It should also be noted that the property falls within the boundaries of the West Fort Bend Management District (District) and therefore would be subject to the District's standards.

For projects of this nature, it is generally the practice of City staff to review preliminary plans and determine in the early stages if there are any potentially major obstacles to development. For this particular project, the developer has been notified in particular that they will be responsible for meeting drainage requirements, extending utilities to the site, and for providing a traffic impact analysis (TIA) to determine if the development warrants any off-site improvements.

In the future, the developer will be requesting a resolution of support for the project from City Council and requests feedback from Council at this time. The project was discussed with the Planning Commission on February 18, 2015. The Commission generally had no objections to the project under the conditions outlined by the developer. Commissioners directed City staff to bring the Development Agreement before the Commission when appropriate and to incorporate in the Agreement the specifications discussed by the developer. This would be a "tax credit" project through the Texas Department of Housing and Community Affairs, similar to Brazos Senior Villas located at 5801 Reading Road.

Key discussion points:

- Travis Tanner, Executive Director of Community Development read the Executive Summary, discussed the prospective impact of this community to the City, showed its relative location and introduced Les Kilday.
- Les Kilday of Kilday Operating LLC gave a presentation regarding Campanile at Seabourne Creek.
- Kilday currently owns Brazos Senior Villas on Reading Road, which has 80 units that have been at full capacity for over two (2) years. The development has a long waiting list, demonstrating the need for affordable senior housing in the area.
- Kilday proposes an independent-living community of 132 seniors-only (age 55+) apartment units comprised of two-story buildings (with elevators) and single-story villas with attached garages, with 1.7 parking spaces allocated per unit.
- Units will have walk-in showers, with some fully-or partially-accessible units.
- Treasury Department provides equity through tax credits, allowing them to provide lower rents. This is not a tax-exempt development.
- Council recommends making accommodations in this community in order to have access to the common areas on the weekends.
- Kilday is seeking a parking variance, since many seniors do not have vehicles. They are also requesting a Resolution of Support from the City as part of their agreement with the State.
- The general consensus was for Kilday Operating LLC and the Planning Commission to work together in order to move forward with the project.

3. REVIEW AND DISCUSS CITY NEWSLETTER, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Staff will present information for City Council consideration regarding printing/publication options and ballpark cost estimates as they relate to the reconfiguration of the City's printed newsletter.

Key discussion points:

- Angela Fritz, Executive Director Information Services read the Executive Summary and presented information for City Council consideration regarding printing/publication options and ballpark cost estimates as they relate to the reconfiguration of the City's printed newsletter.
- Prior to a hiatus of the newsletter for evaluation, the newsletters would go out in utility bills, saving on postage costs. This means that those residents of the newly annexed areas or apartment complexes may not receive utilities or a monthly bill from the City, so they would not receive a newsletter under the current plan.
- The purpose of the proposal is to expand distribution from just utility bill recipients to a direct mail piece, doubling distribution from 23% to 46% of the population, thereby increasing the audience of the newsletter.

ITEM 8

Hold Executive Session to consult with City Attorney on pending litigation regarding Texas Department of Transportation v. Rosenberg eminent domain proceedings 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.

ITEM 10

Announcements.

ITEM 11

Adjournment.