

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, April 01, 2014
TIME: 7:00 p.m.
PLACE: Rosenberg City Hall
City Hall Council Chamber
2110 4th Street
Rosenberg, Texas 77471
PURPOSE: Regular City Council Meeting, agenda as follows:

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

Call to order: City Hall Council Chamber

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

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

GENERAL COMMENTS FROM THE AUDIENCE.

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

COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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

CONSENT AGENDA

1. Review of Consent Agenda.
All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.
 - A. Consideration of and action on Regular Meeting Minutes for March 04, 2014, Special Meeting Minutes for March 10, 2014, Regular Meeting Minutes for March 18, 2014, and Special Meeting Minutes for March 24, 2014. (Cernosek)
 - B. Consideration of and action on Ordinance No. 2014-14, an Ordinance amending the Code of Ordinances by adding "Bryan Road, Cottonwood School Road and Spacek Road" to Section 28-160(a) of Article IV of Chapter 28 thereof, as streets within the City upon which it is unlawful to operate a truck as defined in Section 28-159 of the Code of Ordinances; providing for the installation of "No Truck" signs indicating the boundaries of the no truck designations along Bryan Road, Cottonwood School Road and Spacek Road; providing a penalty in an amount of not less than \$1.00 nor more than \$200.00 for each violation of any provision hereof; and providing for severability. (Maresh)
 - C. Consideration of and action on Resolution No. R-1777, a Resolution adopting a Strategic Plan for the Fiscal Years 2015-2019. (Trinker)

REGULAR AGENDA

2. Consideration of and action on Resolution No. R-1746, a Resolution awarding Bid No. 2014-02 for Grounds Maintenance Services; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto and all necessary documentation regarding same. (McCarthy)

3. Consideration of and action on Resolution No. R-1775, a Resolution approving an Agreement for Excavating and Sale of Excavated Fill from the Dry Creek Regional Detention Basin, and authorizing the City Manager to execute said Agreement on an as-needed basis, for and on behalf of the City. (Kalkomey/Maresh)
4. Consideration of and action on Resolution No. R-1771, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-09 in the amount of \$2,118,638.00, for mid-year budget adjustments. (Vasut)
5. Consideration of and action on Resolution No. R-1772, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-10 in the amount of \$529,400.00, to fund engineering and surveying services for Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Project. (Vasut)
6. Consideration of and action on Resolution No. R-1773, a Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, in an aggregate principal amount not to exceed \$5,000,000, for the acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. (Vasut)
7. Consideration of and action on Resolution No. R-1774, a Resolution appointing one (1) Councilmember to serve on the Business Assistance Grant Review Committee. (Kanak)
8. Review and discuss proposed appointment of a Citizen's Finance Advisory Committee and/or provide for citizen participation and appointment to the Finance/Audit Committee, and take action as necessary. (Benton)
9. Review and discuss proposed amendments to Section 6-367 of the Code of Ordinances providing rules and regulations governing the painting of street numbers on curbs, and take action as necessary. (Benton)
10. Consider motion to adjourn for Executive Session.
11. Hold Executive Session to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, to deliberate the employment, evaluation and duties of Police Chief as authorized by Section 551.074 of the Texas Government Code.
12. Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.
13. Consideration of and action on Resolution No. R-1776, a Resolution authorizing the Mayor to execute, for and on behalf of the City, an Employment Agreement by and between the City and Dallis Warren to serve as Police Chief. (Morales)
14. Announcements.
15. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

by _____.

Attest:
Christine Krahn, Acting City Secretary

Approved for Posting:
Robert Gracia, City Manager

Approved:
Vincent M. Morales, Jr., Mayor

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

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

City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

Be it hereby known to all, that

*Millenium Motor Sales
2001 1st Street*

has, on this 1st day of April 2014, been recognized for their excellence in renovating this property and for their effort at making this place in the world more appealing, and deserve the recognition and appreciation of the people of this City for their efforts.



Vincent M. Morales, Jr., Mayor



City of Rosenberg

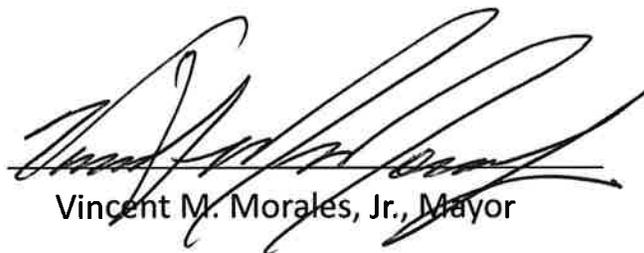
IMAGE COMMITTEE

Certificate of Recognition

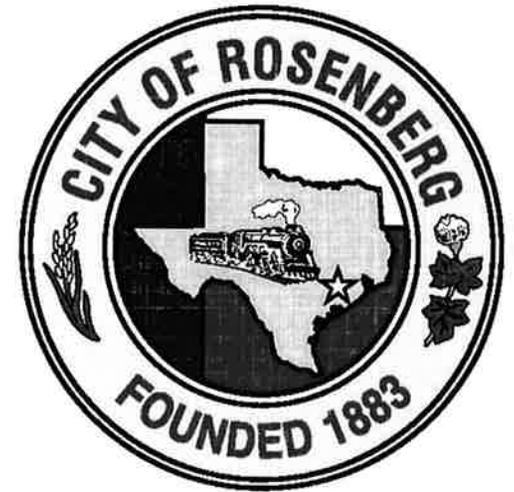
Be it hereby known to all, that

*Old Main Street Bakery
808 3rd Street*

has, on this 1st day of April 2014, been recognized for their excellence in renovating this property and for their effort at making this place in the world more appealing, and deserve the recognition and appreciation of the people of this City for their efforts.



Vincent M. Morales, Jr., Mayor



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. Regular City Council Meeting Minutes – March 04, 2014**
- 2. Special City Council Meeting Minutes – March 10, 2014**
- 3. Regular City Council Meeting Minutes – March 18, 2014**
- 4. Special City Council Meeting Minutes – March 24, 2014**

REGULAR COUNCIL MEETING MINUTES

DRAFT

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

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1 (left the meeting at 7:20 p.m.)
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Bolf	Councilor, District 4

STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager for Public Services
Jeff Trinker	Executive Director of Support Services
Lora Lenzsch	City Attorney
Charles Kalkomey	City Engineer
Joyce Vasut	Executive Director for Administrative Services
Dallis Warren	Interim Police Chief
Wade Goates	Fire Chief
Travis Tanner	Executive Director of Community Development
Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Programs Coordinator
Angela Fritz	Communications Director
Kaye Supak	Executive Assistant
Joseph Rogers	Police Officer
John Johnson	Police Officer
Wayne Jory	Police Officer

CALL TO ORDER.

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

INVOCATION AND PLEDGE OF ALLEGIANCE.

Rev. David Brooks, InterChange Freedom Institute, Richmond, Texas gave the invocation and led the pledge of allegiance to the flag.

PRESENTATION OF CERTIFICATE OF RECOGNITION TO 2014 FISH-TASTIC VOLUNTEERS.

Mayor Morales presented Certificates of Recognition to the 2014 Fish-tastic Volunteers:

- Annalee Machemehl (not present)
- Coastal Prairie Chapter of the Texas Master Naturalists (present)
- David's Tackle Box (present)
- Kempner High School Care Club (not present)

PRESENTATION OF ROSENBERG IMAGE COMMITTEE BEAUTIFICATION AND RENOVATION AWARDS.

Mayor Morales and Councilor Benton presented Image Committee Beautification and Renovation Awards to:

Present:

- Virgil Hernandez, The Burger Barn 1101 Damon Street

Not present:

- Ben and Esperanza Cavazos 1401 Township Court
- Jose and Maria Zeyala 1609 Cotter Court

GENERAL COMMENTS FROM THE AUDIENCE.

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- There were no general comments from the audience.

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.

- There were no comments from the audience for consent and regular agenda items.

CONSENT AGENDA

1. REVIEW OF CONSENT AGENDA.

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

- A. **CONSIDERATION OF AND ACTION ON REGULAR MEETING MINUTES FOR JANUARY 21, 2014, AND WORKSHOP MEETING MINUTES FOR JANUARY 28, 2014.**
- B. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1750, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A PROPERTY DISPOSITION SERVICE AGREEMENT FOR PROFESSIONAL AUCTION SERVICES, BY AND BETWEEN THE CITY AND PROPERTYROOM.COM.**
Executive Summary: For City Council's consideration, staff has provided items on the attached list to be included in the City-wide auction to retire surplus equipment, confiscated items, and other salvaged property. The on-line auction is ongoing with PropertyRoom.Com. Staff recommends approval of the surplus list as presented.
- C. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1765, A RESOLUTION TO TERMINATE THE GENERAL SERVICES CONTRACT FOR STREET SWEEPING SERVICES BY AND BETWEEN THE CITY AND SWEEPING SERVICES OF TEXAS-OPERATING L.P.; AND, AUTHORIZING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY, ANY AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.**
Executive Summary: On Tuesday, November 19, 2013, City Council approved Resolution No. R-1722 awarding Bid Number 2013-27 for Street Sweeping Services to Sweeping Services of Texas – Operating L.P. for a one (1) year term effective December 01, 2013. The General Services Contract includes a provision that states "the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor".

City Council discussed street sweeping at the February 25, 2014 Workshop Meeting. The consensus of City Council was to terminate the Contract with Sweeping Services of Texas – Operating L.P.

Staff recommends approval of Resolution No. R-1765, a Resolution to terminate the General Services Contract for Street Sweeping Services, by and between the City and Sweeping Services of Texas – Operating L.P.; and, authorizing the City Manager to execute, for and on behalf of the City, any and/or all required documentation.

- D. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1764, A RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE OF CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS A 0.4821 ACRE TRACT BEING A PORTION OF CARLISLE STREET AS DEDICATED BY THE KAFFENBERGER ADDITION AS RECORDED IN VOLUME 6, PAGE 16 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS, AND, A PARCEL CONTAINING 0.1469 ACRES, BEING ALL OF A CALLED SIXTEEN (16) FOOT WIDE ALLEY AS DEDICATED BY THE KAFFENBERGER ADDITION AS RECORDED IN VOLUME 6, PAGE 16 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS, SITUATED IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, FORT BEND COUNTY, TEXAS; RESERVING A PUBLIC UTILITY EASEMENT FOR THE CITY OF ROSENBERG; AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, ALL DOCUMENTATION NECESSARY TO FACILITATE SAID SALE AND CONVEYANCE OF CERTAIN REAL PROPERTY AS DESCRIBED ABOVE; AND, CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

Executive Summary: On July 10, 2013, Our Lady of Guadalupe Catholic Church (Church) approached the City regarding the redevelopment of their property to include a new sanctuary. In association with this request, the Church also requested that the City release certain property on Carlisle Street between Avenues D and E, and the alley between Carlisle and Mulcahy Streets (a 0.4821-acre portion of Carlisle Street and a 0.1469-acre portion of a 16 foot alley) to facilitate their development. Subsequently, on February 04, 2014, City Council, having determined that the abandonments would provide a benefit to the community, would provide contiguous ownership to the Church, and would further future phases of construction and expansion of the Church's facilities, approved the abandonment of certain property as indicated in Ordinance No. 2014-06. The abandoned sites will contain public utility easements.

Staff is recommending approval of Resolution No. R-1764 which will provide authorization for the sale and conveyance of the sites, as indicated in Exhibits "A" and "B" to the Resolution, in order to advance the expansion and redevelopment, as well as authorization for the City Manager to execute all documents necessary to finalize the sale and conveyance of the sites. Staff recommends approval of Resolution No. R-1764 as presented.

- E. **CONSIDERATION OF AND ACTION ON THE FINAL PLAT OF OUR LADY OF GUADALUPE CATHOLIC CHURCH, A SUBDIVISION OF 4.6750 ACRES, OR 203,644 SQUARE FEET OF LAND, BEING A PARTIAL REPLAT OF LOTS 1-8, 11-16 AND A PORTION OF LOTS 9 & 10, BLOCK 8, LOTS 10-16 AND PORTIONS OF LOTS 5-8, BLOCK 5, KAFFENBERGER ADDITION, RECORDED UNDER VOLUME 6, PAGE 16, PLAT RECORDS OF FORT BEND COUNTY, IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 2 RESERVES, 0 LOTS.**

Executive Summary: The Final Plat of Our Lady of Guadalupe Catholic Church consists of 4.6750 acres and two (2) reserves. Approval and subsequent recordation of the Plat would consolidate property owned by the Church and eliminate any potential issues with setbacks from interior property lines. The Plat/Replat also involves the abandonment of City rights-of-way (the majority of Carlisle Street between Avenues D and E, and the entire alley between Mulcahy Street and Carlisle Street). On February 04, 2014, City Council approved Ordinance No. 2014-06 to abandon these rights-of-way. Overall, the project will facilitate redevelopment of the site with a new sanctuary.

The abandoned rights-of-way are replaced by utility easements as shown on the Plat, which will accommodate the following:

- Access and maintenance of City water line in former Carlisle street right-of-way, and sanitary sewer line in former alley right-of-way
- Access and maintenance of other existing utilities (gas, electric, phone and cable) in former rights-of-way
- Continued emergency access to Carlisle (see plat note #19)

The Planning Commission approved the Preliminary Plat on October 23, 2013, and recommended approval to City Council of the Final Plat on February 26, 2014. A minute excerpt for the February 26, 2014 meeting was not yet available at packet print time. The Final Plat is not in conflict with any City regulations. At this time, the former rights-of-way have been abandoned by the City per Ordinance No. 2014-06. Both abandoned sites will be conveyed to the Church during the final closing process. Staff recommends approval of the Final Plat of Our Lady of Guadalupe Catholic Church.

F. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-12, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 3-3(C)(1) OF ARTICLE I OF CHAPTER 3 THEREOF TO PROVIDE FOR AN EXCEPTION TO THE PROHIBITION OF ALCOHOL CONSUMPTION IN THE ROSENBERG DOWNTOWN AREA DURING PERMITTED SPECIAL EVENTS; AND PROVIDING FOR SEVERABILITY.**

Executive Summary: On February 25, 2014, City Council discussed a proposed Ordinance amendment allowing for alcohol consumption in the Rosenberg Central Business District (Downtown District) during permitted special events. Staff was directed to move forward with the amendment.

Ordinance No. 2014-12 would amend Section 3-3(c)(1) to allow for alcohol consumption in the Downtown District provided that the alcohol was purchased at the event, is consumed within the special event area, and is not in a glass container.

Staff recommends approval of Ordinance No. 2014-12 as presented.

Action: Councilor McConathy made a motion, seconded by Councilor Euton to approve Items A through F on the Consent Agenda. The motion carried by a unanimous vote.

REGULAR AGENDA

2. **CONSIDERATION OF AND ACTION ON COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013.**

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, 2013. 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 2013 was reviewed at the Finance/Audit Committee Meeting (Committee) on February 19, 2014, and the Committee recommended acceptance of the CAFR. 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 2013, and some of the key financial highlights of the report.

Staff recommends the acceptance of the FY2013 CAFR.

Key discussion points:

- Joyce Vasut introduced John Manning, Patillo, Brown & Hill, LLP who presented the Comprehensive Annual Financial Report for 2013. Some of the key financial highlights of the report were discussed as follows:
- The “Independent Auditors’ Report” is reviewed when the City is seeking grants.
- The “Management’s Discussion and Analysis” is a narrative of what happens during the year. This report is written by the City.
- The “Summary of Statement of Net Position as of September 30, 2013 and 2012” was reviewed.
- The “Basic Financial Statements” shows the equity--if the City got rid of all its assets and paid the debt, the number is positive. The RDC has its own column.
- The “Balance Sheet” shows the General Fund; Debt Service, and 2013 Certificates of Obligation in which the City has a healthy fund balance.
- The “Statement of Revenues, Expenditures, and Changes in Fund Balance” shows nothing out of the ordinary or at a level that the auditors need to warn Council about. There is approximately \$8.3M in the general fund balance.
- The “Statement of Net Position Proprietary Fund” is the Water and Wastewater and Service Funds which includes the City’s capital assets. There is approximately \$41M in water towers, etc., capital assets and \$63M is comprised of total capital assets.
- The “Combining Statement of Revenues, Expenditures and Changes in Fund Balances NonMajor Special Revenue Funds” shows the City budgets conservatively and every variance is positive. The City issues a budget and stays under it or adheres to it.
- Councilor Benton asked what is the total debt of the City.
- John Manning answered it is about \$69M in government debt and \$79M including the business debt.
- Joyce Vasut added there are other types of debt not just CO’s and bonds.
- The “Single Audit Report” is a separate report because the City is a local government and there were no deficiencies to report to Council. We have to test for compliance to make sure your internal controls do not have any incompliances. The CDBG (Community Development Block Grant) program showed no incompliances or internal control problems.
- The audit report has a healthy fund balance and no deficiencies. Mr. Manning reported that staff worked well with the auditors and everything was in good shape when they performed the audit.
- Mayor Morales clarified that the \$79M as far as total liabilities—with our assets and net we are still in a net position—correct? John Manning stated yes.

Action: Councilor Euton made a motion, seconded by Councilor Bolf to accept the Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2013 as presented. The motion carried by a unanimous vote of those present.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1762, A RESOLUTION ACKNOWLEDGING THE ACKNOWLEDGEMENT AND ASSIGNMENT OF RIGHTS PURSUANT TO WATER SUPPLY AND WASTEWATER SERVICES CONTRACT, BY AND AMONG WOODCREEK MORTGAGE CORPORATION, 18 REDDY-PATEL, LTD., AND LGI HOMES-TEXAS L.L.C., FOR FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.**

Executive Summary: LGI Homes-Texas, L.L.C., has requested to continue the development of the Trails at Seabourne Parke per the Water Supply and Wastewater Services Contract for Fort Bend County Municipal Utility District No. 147, dated April 20, 2004. The development is located south of J. Meyer Road between State Highway 36 and FM 2218, and platting last occurred in 2005.

There are no provisions in the Agreement that cause its terms to expire after a certain time period; nor do the terms expire upon a change of ownership. However, the Agreement must be formally assigned for a new owner to begin developing the property. That is the purpose of this Agenda item. Development shall be in accordance with the originally approved Land Plan in the Agreement (Exhibit "C"). If not in accordance with Exhibit "C," it shall be caused to comply with the current "Subdivision" Ordinance including, but not limited to, lot size and parkland dedication requirements.

It should be noted that development of the property is also subject to the provisions of a "Road Improvement Agreement" dated November 27, 2007. Because the Agreement no longer accurately represents the conditions of J. Meyer Road, the Agreement must be amended to the satisfaction of the City before any additional sections are developed. The Acknowledgement and Assignment of Rights document addresses this issue.

This Acknowledgement and Assignment of Rights Pursuant to the Water Supply and Wastewater Services Contract, attached to Resolution No. R-1762 as Exhibit "A", is not in conflict with any regulations and staff recommends approval.

Key discussion points:

- Travis Tanner explained the item.
- There was no further discussion.

Action: Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1762, A Resolution Acknowledging the Acknowledgement and Assignment Of Rights Pursuant To Water Supply And Wastewater Services Contract, by and among Woodcreek Mortgage Corporation, 18 Reddy-Patel, Ltd., and LGI Homes-Texas L.L.C., for Fort Bend County Municipal Utility District No. 147; and authorizing The City Manager to execute any and/or all necessary documentation regarding same. The motion carried by a unanimous vote of those present.

4. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-11, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY ADDING "KLARE AVENUE, KOEBLEN ROAD, AND SCOTT ROAD" TO SECTION 28-160(A) OF ARTICLE IV OF CHAPTER 28 THEREOF, AS STREETS WITHIN THE CITY UPON WHICH IT IS UNLAWFUL TO OPERATE A TRUCK AS DEFINED IN SECTION 28-159 OF THE CODE OF ORDINANCES; PROVIDING FOR THE INSTALLATION OF "NO TRUCK" SIGNS INDICATING THE BOUNDARIES OF THE NO TRUCK DESIGNATIONS ALONG KLARE AVENUE, KOEBLEN ROAD AND SCOTT ROAD; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 NOR MORE THAN \$200.00 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.**

Executive Summary: This Ordinance is being presented to City Council for consideration to add Klare Avenue, Koeblen Road and Scott Road to the list of streets through which it is unlawful to operate a truck. Section 28-159 of the Code of Ordinances defines the parameters of a "truck" and a copy is included in the packet for reference. The proposed Ordinance was prompted by complaints from residents along the affected streets and/or staff observing trucks routinely using the streets as short-cuts. Both Scott Road and Koeblen Road are not designed to accommodate heavy truck traffic on a regular basis. By allowing trucks to deviate from State maintained roadways that are designed and more suitable for heavy loads, both of the roads are sustaining excessive amounts of damage that will require repair by the City. In the case of Klare Avenue, in addition to not being designed to sustain heavy loads, the intersection at West Street is not wide enough to safely accommodate truck traffic that has no choice but to turn onto West Street. The Ordinance will provide the Police Department with the tool it needs to enforce the "No Truck" designations. A location map is included in the packet.

Staff recommends approval of Ordinance No. 2014-11 as presented.

Key discussion points:

- John Maresh explained the item.
- Councilor Euton asked if the trucks delivering to and from would be for the streets listed, in which John Maresh answered yes.

Action: Councilor McConathy made a motion, seconded by Councilor Bolf to approve Ordinance No. 2014-11, an Ordinance amending the Code of Ordinances by adding “Klare Avenue, Koeblen Road, and Scott Road” to Section 28-160(a) of Article IV of Chapter 28 thereof, as streets within the City upon which it is unlawful to operate a truck as defined in Section 28-159 of the Code of Ordinances; providing for the installation of “No Truck” signs indicating the boundaries of the no truck designations along Klare Avenue, Koeblen Road and Scott Road; providing a penalty in an amount of not less than \$1.00 nor more than \$200.00 for each violation of any provision hereof; and providing for severability. The motion carried by a unanimous vote of those present.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1759, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN ENGINEERING SERVICES AGREEMENT FOR THE ENGINEERING AND SURVEYING SERVICES FOR THE FM 2977 16-INCH WATERLINE EXTENSION – BRYAN ROAD TO FUTURE ELEVATED STORAGE TANK, BY AND BETWEEN THE CITY AND JONES AND CARTER, INC., IN THE AMOUNT OF \$83,000.00.**

Executive Summary: The FM 2977 16-inch Waterline Extension – Bryan Road to Future Elevated Storage Tank is included in the FY2014 Capital Improvement Project (CIP) plan approved by City Council on September 17, 2013 (Resolution No. R-1693, Project No. 21). This Project is also a part of the City’s approved Groundwater Reduction Plan (GRP); and is also necessary to maintain water pressure in compliance with Texas Commission on Environmental Quality (TCEQ) water system design criteria. The Project includes the construction of a 16-inch waterline along FM 2977 from Bryan Road to the Future Elevated Storage Tank site located directly behind Fire Station No. 3. This line will connect to existing 16-inch waterlines at both ends, forming a loop and will also cross under FM 2977 at Rohan Road where it will connect to an existing dead-end 12-inch waterline creating another loop. FY2014 Budget Fund 523 allocated sufficient funding for completion of the engineering services phase of the Project. Upon completion of the engineering design and bidding process, the construction bid award for the waterline construction would be placed on a future Agenda for City Council consideration and approval. Additional funding will also be required at the time the construction bid is awarded in order to fully fund the Project construction expenses.

Staff recommends approval of Resolution No. R-1759, authorizing the City Manager to execute a Professional Services Agreement with Jones and Carter, Inc., for the engineering and surveying services for the FM 2977 16-inch Waterline Extension – Bryan Road to Future Elevated Storage Tank, in the amount of \$83,000.00.

Key discussion points:

- John Maresh explained the item.

Action: Councilor Bolf made a motion, seconded by Councilor Grigar to approve Resolution No. R-1759, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Agreement for the engineering and surveying services for the FM 2977 16-inch Waterline Extension – Bryan Road to Future Elevated Storage Tank, by and between the City and Jones and Carter, Inc., in the amount of \$83,000.00. The motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1760, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AMENDMENT 2 TO: SECURITY SERVICES CONTRACT BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE CITY, FOR POLICE SERVICES PROVIDED BY ROSENBERG POLICE OFFICERS.**

Executive Summary: Lamar Consolidated Independent School District (LCISD) finds that the continual

presence of police officers on LCISD property and/or campuses is beneficial and desirable; therefore LCISD had previously determined to enter into a Security Services Contract (Contract) for such services.

LCISD is recommending that the original Contract be amended to accommodate an additional Rosenberg officer to perform secure courier services for LCISD. Amendment 2, attached to Resolution No. R-1760 as Exhibit "A", will increase the total number of officers from ten (10) to eleven (11), and contains provisions for the additional secure courier services.

Staff recommends approval of Resolution No. R-1760, a Resolution authorizing the Mayor to execute Amendment 2 to: Security Services Contract between Lamar Consolidated Independent School District and City of Rosenberg, Texas, for police services.

Key discussion points:

- Dallis Warren explained the item.
- Councilor Pena asked if the Police Department is in agreement with the Amendment 2, in which, Dallis Warren answered they are all in agreement.

Action: Councilor McConathy made a motion, seconded by Councilor Bolf to approve Resolution No. R-1760, a Resolution authorizing the Mayor to execute, for and on behalf of the City, Amendment 2 to: Security Services Contract between Lamar Consolidated Independent School District and the City, for police services provided by Rosenberg Police Officers. The motion carried by a unanimous vote of those present.

7. **ANNOUNCEMENTS.**

There were no announcements.

8. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 7:40 p.m.

Linda Cernosek, TRMC, City Secretary

**CITY OF ROSENBERG
SPECIAL COUNCIL MEETING MINUTES**

*****DRAFT*****

On this the 10th day of March, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Bolf	Councilor, District 4

STAFF PRESENT

Linda Cernosek	City Secretary
Angela Fritz	Communications Director
Dallis Warren	Interim Police Chief
Wade Goates	Fire Chief
Lisa Olmeda	Human Resources Director
Kaye Supak	Executive Assistant
Aaron Slater	Police Department
John Johnson	Police Department

Call to Order.

Mayor Morales called the meeting to order at 6:01 p.m.

AGENDA

- 1. CONSIDER MOTION TO ADJOURN FOR EXECUTIVE SESSION.**
Action: Councilor Benton made a motion, seconded by Councilor McConathy to adjourn for Executive Session. The motion carried by a unanimous vote.
- 2. HOLD EXECUTIVE SESSION TO DELIBERATE THE APPOINTMENT AND EMPLOYMENT OF POLICE CHIEF PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**
An Executive Session was held to deliberate the appointment and employment of Police Chief pursuant to Section 551.074 of the Texas Government Code.
- 3. ADJOURN EXECUTIVE SESSION, RECONVENE INTO SPECIAL SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**
Mayor Morales adjourned the Executive Session and reconvened into Special Session at 9:42 p.m. Mayor Morales stated the consensus of Council was to appoint Dallis Warren as the Police Chief of the City of Rosenberg.
Action: Mayor Morales made a motion, seconded by Councilor Benton to appoint Dallis Warren as the Police Chief of the City of Rosenberg. The motion carried by a unanimous vote.
- 4. ADJOURNMENT.**
There being no further business, Mayor Morales adjourned the Special Session at 9:45 p.m.

Linda Cernosek, TRMC, City Secretary

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

On this the 18th day of March, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Bolf	Councilor, District 4

STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager for Public Services
Jeff Trinker	Executive Director of Support Services
Lora Lenzsch	City Attorney
Charles Kalkomey	City Engineer
Joyce Vasut	Executive Director for Administrative Services
Dallis Warren	Police Chief
Tracie Dunn	Police Lieutenant
Wade Goates	Fire Chief
Lisa Olmeda	Human Resources Director
Randall Malik	Economic Development Director
Rachelle Kanak	Assistant Economic Development Director
Travis Tanner	Executive Director of Community Development
Darren McCarthy	Parks and Recreation Director
Angela Fritz	Communications Director
Kaye Supak	Executive Assistant
John Johnson	Police Officer
Tommy Havelka	Police Officer

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.

Pastor David Hodges, Grace Community Bible Church, Richmond gave the invocation and led the pledge of allegiance to the flag.

PRESENTATION OF PROCLAMATION RECOGNIZING MARCH 2014 AS INTELLECTUAL DISABILITY AWARENESS MONTH IN THE CITY OF ROSENBERG.

Mayor Morales presented a proclamation recognizing March 2014 as Intellectual Disability Awareness Month in the City of Rosenberg to representatives of Texana Center.

PRESENTATION OF PROCLAMATION RECOGNIZING APRIL 2014 AS KEEP AMERICA BEAUTIFUL MONTH IN THE CITY OF ROSENBERG.

Mayor Morales presented a Proclamation Recognizing April 2014 as Keep America Beautiful Month in the City of Rosenberg to Nancy Talasek representing the Image Committee.

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.

Robert Oberhoff, 815 Brooks Avenue, Rosenberg, addressed Council to propose the following items in the City:

- Bike Trails
- Fiber Optics
- City Wide Sidewalks
- High End High Rises

COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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

CONSENT AGENDA

1. REVIEW OF CONSENT AGENDA.

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

A. CONSIDERATION OF AND ACTION ON REGULAR MEETING MINUTES FOR FEBRUARY 18, 2014, WORKSHOP MEETING MINUTES FOR FEBRUARY 25, 2014, AND SPECIAL MEETING MINUTES FOR MARCH 03, 2014.

B. CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF LAMAR CISD ELEMENTARY SCHOOL NO. 23; 0 LOTS, 1 BLOCK, 1 RESERVE; BEING 14.26 ACRES IN THE ROBERT E. HANDY SURVEY, ABSTRACT 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.

Executive Summary: The Short Form Final Plat of Lamar CISD Elementary School No. 23 fronts on the south side of August Green Drive, west of FM 2977 and adjoining the site of the City's Fire Station No. 3, currently under construction. It is located within the City Limits and in Fort Bend County Municipal Utility District No. 144 (MUD No. 144). The Plat consists of one (1) reserve and 14.26 acres.

Because the Plat has only one (1) reserve and does not require the dedication or alteration of any streets, it meets the criteria for a short form final plat under the "Subdivision" Ordinance. This essentially means that a Preliminary Plat did not have to be submitted. The proposed Plat is consistent with the approved Land Plan for Summer Lakes and Waterford Park, which calls for commercial development of this tract (as opposed to residential).

The proposed Short Form Final Plat is not in conflict with the "Subdivision" Ordinance, the approved Land Plan, or with the Development Agreement for MUD No. 144. The Planning Commission

recommended approval to City Council of this Plat on February 26, 2014. There being no further issues, staff recommends approval of the Short Form Final Plat of Lamar CISD Elementary School No. 23.

C. CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF MYSKA CORNER, 2 LOTS, 1 BLOCK, 0 RESERVES, BEING A REPLAT OF LOT 6 AND THE EAST 85 FEET OF LOT 5, BLOCK 2, LOUIS POLKA SUBDIVISION (VOLUME 241, PAGE 631, D.R.F.B.C.T.) IN THE HENRY SCOTT LEAGUE, ABSTRACT 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.

Executive Summary: The Short Form Final Plat of Myska Corner is located at the northeast corner of 4th Street and Bernie Avenue. It is a replat of Lot 6 and part of Lot 5 of Block 2 of Louis Polka Subdivision. The subdivision was originally platted in 1947.

The Plat proposes to formally plat two (2) residential lots that were already subdivided by metes and bounds in 1972. There is no net increase in the number of units as there is already a residence on proposed Lot 1 and an existing mobile home on Lot 2. The proposed lots meet all the requirements for lot size, building lines, etc., as set forth in the "Subdivision" Ordinance. The Plat also does not render the remainder of Lot 5 out of compliance with any requirements. There is an existing residence on Lot 5 as well.

The Plat meets the criteria for a Short Form Final Plat based on the number of lots and no streets being created or altered. Therefore a preliminary plat submittal was not required. The Short Form Final Plat is not in conflict with any of the applicable regulations. Because this is a replat, per State law and the "Subdivision" Ordinance, a public hearing was held at the February 26, 2014 Planning Commission meeting. There were no comments from the public. The Planning Commission subsequently recommended approval of the Plat to City Council. Staff recommends approval of the Short Form Final Plat of Myska Corner.

D. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION THREE, A 17.5794 ACRE TRACT OF LAND BEING A PARTIAL REPLAT OF RESERVE "H", BLOCK 4, THE VILLAGES AT ROSENBERG (SLIDE NO. 1945 A&B; F.B.C.P.R.) CONVEYED TO FIGURE FOUR PARTNERS, LTD. (F.B.C.C.F. NO. 2013159055) IN THE JANE H. LONG LEAGUE, ABSTRACT NO. 55, AND IN THE SIMON JONES SURVEY, ABSTRACT NO. 271, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 2 RESERVES, 62 LOTS, 3 BLOCKS.

Executive Summary: The Final Plat of the Reserve at Brazos Town Center Section Three is located on the north side of Town Center Boulevard near its intersection with Vista Drive. It is within the City Limits and in Fort Bend County Municipal Utility District No. 167 (MUD No. 167). The Plat consists of 17.58 acres, sixty-two (62) residential lots, and two (2) reserves. The Land Plan was amended on December 18, 2013, to allow the proposed fifty-foot (50') lots on the tract. Conditions for the approval of the 50' lots were as follows:

- Minimum house size of 1,650 square feet
- Minimum of fifty-one percent (51%) masonry exterior

The above conditions are noted on the Plat. The Preliminary Plat of this subdivision was approved by the Planning Commission on January 22, 2014. The proposed Final Plat is consistent with the approved Preliminary Plat. Because it is a replat, in accordance with the "Subdivision" Ordinance and state law, a public hearing was held at the February 26, 2014 Planning Commission meeting. There were no comments from the public. The Plat not being in conflict with any regulations, the Planning Commission subsequently recommended approval of the Plat to City Council. Staff recommends approval of the Final Plat of the Reserve at Brazos Town Center Section Three.

E. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1761, 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.

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

The City 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 01, 2014, and ending August 31, 2015. If approved, this will be the third year we have received this award.

Staff recommends approval of Resolution No. R-1761 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.

Action: Councilor McConathy made a motion, seconded by Councilor Grigar to approve the Consent Agenda Items A through E. The motion carried by a unanimous vote.

REGULAR AGENDA

2. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1766, 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 II FOR APPROXIMATELY \$210,000.00.**

Executive Summary: Community Development Block Grant (CDBG) requests are being accepted by Fort Bend County Community Development for the HUD program year 2014. 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 II 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 2000 Census data. The 2010 Census data has not yet been incorporated into the CDBG Program but the County will forward the applicable data when available.

The application will include a request for CDBG funding for approximately \$210,000.00. 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 21, 2014. Staff recommends approval of the project application submission as proposed in Resolution No. R-1766.

Key discussion points:

- John Maresh, Assistant City Manager for Public Services read the Executive Summary regarding Resolution No. R-1766.
- Councilor Benton asked specifically which streets this project will cover.
- John Maresh explained this phase of the project would be a waterline replacement starting at Avenue F heading north; cross under both railroad lines that would go to Avenue E and perhaps up to Avenue D if funding allows and a section on Avenue D from 3rd Street to 5th Street.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1766, 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 II for approximately \$210,000.00. The motion carried by a unanimous vote.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1767, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES FOR LIFT STATION NO. 11 REPLACEMENT, BY AND BETWEEN THE CITY AND JONES AND CARTER, INC., IN THE AMOUNT OF \$160,000.00.**

Executive Summary: During the January 28, 2014, City Council Workshop, staff provided information regarding the replacement of specific lift stations as a part of the overall discussion regarding the condition of the sanitary sewer collection system within the Wastewater Treatment Plant No. 1A service area. Cost estimates were also provided. The overall objective is to complete all of the sewer line rehabilitation work and lift station replacements within the next three (3) to four (4) year period.

The replacement of Lift Station No. 11 ranked as the highest priority amongst the twenty-seven (27) lift stations owned by the City. This particular lift station was constructed thirty-eight (38) years ago in 1976 and has exceeded its useful life cycle. Much of the equipment is antiquated and repair/replacement parts are becoming increasingly difficult to obtain. This lift station regularly experiences operational problems and is no longer reliable. This is a major lift station and proactive measures should be taken in order to prevent a catastrophic failure. Supervisory Control and Data Acquisition (SCADA) equipment will also be installed on both this lift station and the reclaimed water distribution system equipment located at Seabourne Creek Park and Wastewater Treatment Plant No. 2 as a part of this Project. The SCADA equipment will allow for remote system monitoring and control, further improving reliability.

The Water/Wastewater fund balance has sufficient funding for completion of the engineering services phase of the Project. A budget adjustment will be presented at the April 01, 2014 City Council Meeting. The Engineering Services Agreement will be executed at such time the budget adjustment is approved. Upon completion of the engineering design and bidding process, the construction bid award would be placed on a future Agenda for City Council consideration and approval. The preliminary construction cost estimate for this phase of the Project is approximately \$1.1 million dollars. The construction will be funded with proceeds from proposed FY2014 Certificates of Obligation or Revenue Bonds, which will also be presented at the April 01, 2014 City Council Meeting.

Staff recommends approval of Resolution No. R-1767, authorizing the City Manager to execute a Proposal with Jones and Carter, Inc., for the engineering and surveying services for the Lift Station No.11 Replacement, including SCADA equipment, in the amount of \$160,000.00.

Key discussion points:

- John Maresh read the Executive Summary regarding Resolution No. R-1767.
- Councilor Benton stated the lift station is located on FM 2218 across the street from Terry High School faculty parking lot and close to the Fort Bend Central Appraisal District. This is a pump station for sewage. He is scared of the \$1.1 million dollar certificate of obligation.
- Councilor Pena stated this is one of the reasons we need to be proactive on measures like this. We have antiquated equipment and we need to fix it and we need to prepare for the future growth of this city.

Action: Councilor McConathy made a motion, seconded by Councilor Bolf to approve Resolution No.R-1767, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Proposal for Engineering and Surveying Services for Lift Station No. 11 Replacement, by and between the City and Jones and Carter, Inc., in the amount of \$160,000.00. The motion carried by a unanimous vote.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1768, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONTRACT FOR ENGINEERING SERVICES FOR SANITARY SEWER PIPE BURSTING PROJECT FOR ENGINEERING AND SURVEYING SERVICES FOR THE FY2014 SANITARY SEWER PIPE BURSTING PROJECT, BY AND BETWEEN THE CITY AND KELLY R. KALUZA AND ASSOCIATES, INC., IN THE AMOUNT OF \$369,400.00.**

Executive Summary: During the January 28, 2014, City Council Workshop, staff provided information regarding the overall condition of the sanitary sewer collection system within the Wastewater Treatment

Plant No. 1A service area. Cost estimates to replace the remainder of the sewer collection system lines, certain lift stations, and replacement of the chemical disinfection system at the wastewater treatment plant were also provided. The overall objective is to complete the rehabilitation work in this service area within the next three (3) to four (4) year period.

The proposed FY2014 Sanitary Sewer Pipe Bursting Project (Project) is the next phase of the sewer collection system line replacement. This Project will complete the replacement of collection system lines north of Avenue F, along with additional lines that have deteriorated to the point beyond repair. This Project is necessary to maintain compliance with Texas Commission on Environmental Quality (TCEQ) regulations regarding sanitary sewer overflows and increased inflow/infiltration flows experienced during rain events. The Water/Wastewater Fund balance has sufficient funding for completion of the engineering services phase of the Project. A budget adjustment will be presented at the April 01, 2014 City Council Meeting. The Contract will be executed at such time the budget adjustment is approved. Upon completion of the engineering design and bidding process, the construction bid award would be placed on a future Agenda for City Council consideration and approval. The preliminary construction cost estimate for this phase of the Project is approximately \$3.5 million dollars. The construction will be funded with proceeds from proposed FY2014 Certificates of Obligation or Revenue Bonds, which will also be presented at the April 01, 2014 City Council Meeting.

Staff recommends approval of Resolution No. R-1768, authorizing the City Manager to execute a Contract for Engineering Services for Sanitary Sewer Pipe Bursting Project with Kelly R. Kaluza & Associates, Inc., for the engineering and surveying services for the FY2014 Sanitary Sewer Pipe Bursting Project, in the amount of \$369,400.00.

Key discussion points:

- John Maresh read the Executive Summary regarding Resolution No. R-1768.
- The general consensus of Council was that the need for this project is great.
- Councilor Pena commended John Maresh and staff for a good job.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Resolution No. R-1768, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Contract for Engineering Services for Sanitary Sewer Pipe Bursting Project for engineering and surveying services for the FY2014 Sanitary Sewer Pipe Bursting Project, by and between the City and Kelly R. Kaluza and Associates, Inc., in the amount of \$369,400.00. The motion carried by a unanimous vote.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1770, A RESOLUTION REGARDING THE GUIDELINES AND CRITERIA, GRANT APPLICATION AND APPLICATION FOR APPEAL REQUEST FOR THE CITY OF ROSENBERG BUSINESS ASSISTANCE GRANT PROGRAM.**

Executive Summary: On February 25, 2014, City Council discussed proposed revisions to the Avenue H Business Assistance Grant Program. Staff was directed to revise the proposed agreement to address the maintenance of landscaping in the grant criteria, raise the maximum grant award to \$10,000, and develop an appeals process for applicants who were denied a grant. The redlined copy of the Business Assistant Grant Program Guidelines and Criteria incorporating these changes was included in the agenda packet. Staff was directed to make the requested revisions and submit to City Council for consideration of the revised criteria.

Resolution No. R-1770 includes the revised Program guidelines as Exhibit "A", the grant application as Exhibit "B", and the application for appeal request as Exhibit "C". Staff recommends approval of Resolution No. R-1770 as presented.

Key discussion points:

- Rachelle Kanak, Assistant Economic Development Director, read the Executive Summary regarding Resolution No. R-1770.
- The general consensus of Council was to move forward with the program as presented to increase the maximum grant award to \$10,000.00.

Action: Councilor Bolf made a motion, seconded by Councilor Benton to approve Resolution No. R-1770, a Resolution regarding the Guidelines and Criteria, Grant Application and Application for Appeal Request for the City of Rosenberg Business Assistance Grant Program. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1763, A RESOLUTION AUTHORIZING THE USE OF ROSENBERG DEVELOPMENT CORPORATION FUNDS FOR PARK IMPROVEMENTS IN THE AMOUNT OF \$47,720.00 AS RECOMMENDED BY THE ROSENBERG DEVELOPMENT CORPORATION AND THE PARKS AND RECREATION BOARD.**

Executive Summary: At the regularly scheduled February 27, 2014 Parks and Recreation Board (Board) meeting, the Board reviewed and discussed proposals regarding park improvements funded by the Rosenberg Development Corporation (RDC). After reviewing the recommended expenditures that included painting the park entrance signs, resurfacing of all tennis courts, restriping of all basketball courts, and purchasing and planting trees, the Board unanimously approved the recommendations.

Staff recommends approval of Resolution No. R-1763, a Resolution authorizing the use of Rosenberg Development Corporation funds for park improvements in the amount of \$47,720.00 as recommended by the Rosenberg Development Corporation and the Parks and Recreation Board.

Key discussion points:

- Darren McCarthy, Parks and Recreation Director read the Executive Summary regarding Resolution No. R-1763.
- Councilor Grigar commented he is glad to see the “Keep America Beautiful” award and that with our youth we are keeping up with our parks.
- Councilor Bolf commented that Darren McCarthy is very studious in coming in under budget and this will be used to restripe the basketball courts.
- Councilor McConathy commented it will look wonderful.

Action: Councilor Bolf made a motion, seconded by Councilor Grigar to approve Resolution No. R-1763, a Resolution authorizing the use of Rosenberg Development Corporation funds for park improvements in the amount of \$47,720.00 as recommended by the Rosenberg Development Corporation and the Parks and Recreation Board. The motion carried by a unanimous vote.

7. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-13, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING SECTIONS 23-27, 23-29, AND 23-31 OF ARTICLE II OF CHAPTER 23 THEREOF AND SUBSTITUTING THEREFOR NEW SECTIONS 23-27, 23-29, AND 23-31; PROVIDING FOR CURBSIDE SOLID WASTE COLLECTION, GUIDELINES FOR SOLID WASTE AND/OR RECYCLING CARTS, AND ESTABLISHING SPECIFIC TIMES FOR THE PLACEMENT OF SAID CARTS OUT FOR SERVICE; AND PROVIDING FOR SEVERABILITY.**

Executive Summary: This item amends the Code of Ordinances to correct an inconsistency related to the collection of solid waste. The Ordinance currently states that collection occurs twice per week, which is a remnant of the previous Contract. The Ordinance has been revised to no longer refer to collection frequency so that the Code of Ordinances will not require amending due to Contract changes for solid waste service.

Additionally, an exception has been added to establish a requirement to use the solid waste and/or recycling carts provided for automated curbside service as well as a specific timeframe for setting out carts for service and retrieving carts once they have been emptied.

Staff recommends approval of Ordinance No. 2014-13.

Key discussion points:

- Jeff Trinker, Executive Director of Support Services gave an overview of the item regarding Ordinance No. 2014-13.
- After a brief discussion by Council, the following two revisions were made to the Ordinance.

- **Sec. 23-31. – Same-Location. (b)**
 1. Change curb to “in the street right of way”
 2. Change 5:00 p.m. to 12:00 p.m. (noon) the day before collection
- Councilor Euton stated she likes encouraging citizens to put their garbage cans out but feels it is an invasion of personal liberties and she does not feel she should restrict that. Hopefully they would have enough pride to improve their neighborhoods without those restrictions.

Action: Councilor Benton made a motion, seconded by Councilor Bolf to approve, with the changes indicated, Ordinance No. 2014-13, an Ordinance amending the Code of Ordinances by deleting Sections 23-27, 23-29, and 23-31 of Article II of Chapter 23 thereof and substituting therefor new Sections 23-27, 23-29, and 23-31; providing for curbside solid waste collection, guidelines for solid waste and/or recycling carts, and establishing specific times for the placement of said carts out for service; and providing for severability. **The motion carried by a vote of 6 to 1 as follows: Yeses: Mayor Morales, Councilor Benton, McConathy, Pena, Grigar and Bolf. No: Councilor Euton.**

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

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

9. **HOLD EXECUTIVE SESSION TO CONSULT WITH CITY ATTORNEY TO RECEIVE LEGAL ADVICE ON LEGAL MATTERS PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE; FOR DELIBERATIONS REGARDING THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE; AND, FOR DELIBERATIONS REGARDING PERSONNEL MATTERS, TO DELIBERATE THE APPOINTMENT AND EMPLOYMENT OF POLICE CHIEF AS AUTHORIZED BY SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held to consult with City Attorney to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code; for deliberations regarding the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, for deliberations regarding personnel matters, to deliberate the appointment and employment of Police Chief as authorized by Section 551.074 of the Texas Government Code.

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

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve the employment contract for Dallis Warren, Police Chief. The motion carried by a unanimous vote.

11. **ANNOUNCEMENTS.**

- Special Council Meeting Monday, March 24, 2014 for presentations on the operation and maintenance of the wastewater treatment plants' contract.
- Special Workshop Council Meeting Tuesday, March 25, 2014.

12. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 9:25 p.m.

Linda Cernosek, TRMC, City Secretary

**CITY OF ROSENBERG
SPECIAL COUNCIL MEETING MINUTES**

*****DRAFT*****

On this the 24th day of March, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Bolf	Councilor, District 4

STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager for Public Services
Tommy Havelka	Police Department
Steven Clarke	Police Department

Call to Order.

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

AGENDA

1. **HEAR AND DISCUSS PROPOSALS FROM THE FOLLOWING FIRMS FOR THE OPERATION AND MAINTENANCE OF THE WASTEWATER TREATMENT PLANTS, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

- A. Si Environmental, LLC,
- B. Severn Trent Services, Inc., and
- C. USW Utility Group.

Executive Summary: Representatives from the three (3) qualifying firms will present their proposals for the operation and maintenance of the City's Wastewater Treatment Plants. City Council will have an opportunity to question the firms on the services offered following each presentation.

Key discussion points:

- Representatives from Si Environmental, LLC, distributed handouts and began their presentation regarding the firm's qualifications, experience, and proposals.
- **Questions presented by Council:**
- *Did the City have an energy study? Answer: Not on the equipment, but that could be done if requested.*
- *How close is the City in getting into compliance? Answer: Wastewater Plant 1 (north of the tracks) is chlorine and that will be changed out in the future.*
- *How open are you to using local subcontractors when possible? Answer: There is one local contractor that does control, but the contractors are not residential electricians.*
- *We appreciate you being local and based in Rosenberg. When did you start doing work with the City? Answer: March 1, 2013 prior to that Southwest Water had the contract and the City terminated that contract.*
- *When reviewing the three proposals—is your insurance included in your cost? Answer: Yes, we have our insurance through Wessendorff Insurance Company.*
- *How dangerous is having e-coli in the system? Answer: The e-coli is in the wastewater. John Maresh answered that part of the reason for the e-coli was there were repairs that were needed and the money was not budgeted to make those repairs immediately. Si Environmental assured Council that they talk and communicate daily with John Maresh and Karl Zwahr and have internal controls so a problem does not escalate beyond the staff level. John Maresh assured Council that the City*

was not out of compliance. There are certain frequencies that have to occur before there are violations. We didn't necessarily violate those on a daily basis and we took the corrective measures to abate the situation. Mayor Morales stated that what happens is those letters are sent to the Mayor's attention and John Maresh was right on it. I know there is a level of communication going on and there were issues that were not in the budget, but this was not at the point where it was detrimental to the health of the public.

- I know you bought all your trucks from our local dealership and you are living here and I have seen all of you out in the community with some organization. The one thing I like is that you are in our City and employing people that live and buy locally from our city. You are there when we need you and if there is something critical, you can react quickly—that has been the case.
- Representatives from Severn Trent Services, Inc., distributed handouts and began their presentation regarding the firm's qualifications, experience, and proposals.
- **Questions presented by Council:**
- If we have problems do you have a crew that would do the maintenance on a particular problem on the plant or do you outsource? Answer: We have a major staff that are electricians and have staff that can do most anything--we have the team in place and can draw additional staff from our regional staff. We also do not mind outsourcing, but we have the sources available.
- Who is your staff that works with TCEQ? Answer: We have two people—Jim Wolf and Vanessa Chapa on the water side; both have a very close relationship with the state and make sure everything is reported on time and have a good relationship. They are local and have a good rapport with the state agencies.
- In an emergency situation, if the facilities are overflowing would you have the proper equipment to help us in an emergency management situation? Answer: Yes. We work closely with Fort Bend County to be a part of their emergency management plan and we have all been through hurricanes and freezes. During Hurricane Ike we were on top of it, we had generators up and running the next morning.
- We haven't had a major situation in our area and we want to make sure the people working on the facilities can abate and recognize the situation in a timely manner. Answer: That is part of our job.
- It seems you have many qualified in-house staff—is using local subcontractors something you would consider? Answer: Some are local, but they must follow our insurance requirements or have insurance that we can be comfortable with and the expertise.
- Is your pricing good for one year or 180 days after the contract is signed? Answer: It is good for one year.
- I have seen Severn Trent trucks in my neighborhood. You must employ a lot of people. Answer: We put a lot of people in business over the years—we have a great group of guys.
- You did a very thorough job in explaining what is required by TCEQ. If needed, would you customize if there is a problem that requires escalation of how quickly you would respond? Answer: We would be acting on those results as fast as we could and our people know water and wastewater. We have a plant where we have breaches, a concern, not a non-compliance and we have triggers in place to alert you.
- Your inspectors are TCEQ inspectors, do they meet on-site and do you have your inspectors meet on-site as well? Answer: Yes. They meet with the inspector and they have a punch list.
- What is your community partnership policy? Answer: We try to be involved with the Fort Bend Chamber, the EOC, and we recently were a part of the judge's State of the County. We were a part of the City of Fulshear's state of the city. In projects we are involved in, we try to get involved. About 6-7 years ago, we sponsored the City of Rosenberg's 4th of July event.
- Do you sponsor anything with the local school district, such as LEAF? Answer: We sponsor a football group. We try to benefit the city or the county or the overall community—we want to be part of the community.
- Representatives from USW Utility Group distributed handouts and began their presentation regarding the firm's qualifications, experience, and proposals.
- **Questions presented by Council:**
- If you should receive this contract, would you establish an office here locally or where would your nearest office be? Answer: We would probably approve an area manager and be in Austin. We look for a person and grow out from there and grow in the area.
- What person do you have that deals with the TCEQ locally? Answer: We do a lot with the TCEQ permits and requirements. Jeff Garrett, Service Delivery Manager, Texas, had his whole career in Texas.

- *We haven't had any major catastrophic disaster in many years—this city would be devastated we probably wouldn't know how to react to that. Answer: The Florida Keys have made us very well versed in hurricane preparedness.*
- *At your last presentation you stated your commitment to the local community, give some examples. Answer: We do that in all the communities we have worked in.*
- *From time to time you will have to hire subcontractors, but are you willing to use our local contractors? Answer: Absolutely, we will get with the local city leaders and use local vendors with their recommendations.*
- *In the presentation you submitted through your RFP, your company made some observations to our Plant No. 1 and 3 – what date what that observation made? Answer: It was after we did our qualification presentation a couple of months ago.*
- *Obviously you are using technology for detecting issues and you also made a good point to train our staff; however, in the cases where there are some problems, how fast would this communication happen? Answer: Within two hours of knowing about an issue your contact person will know right away. We don't want you to have any surprises. It would be worse if a customer is affected, and you call city hall, and they don't know about the issue. There will be a lot of communication.*
- *Where would an emergency need be dispatched from? Answer: Probably from Austin.*
- Action to be taken in the next item (Item 2.)

2. **CONSIDERATION OF AND ACTION ON SELECTION OF A FIRM, AND DIRECTION TO STAFF TO NEGOTIATE A WASTEWATER TREATMENT PLANT OPERATIONS AND MAINTENANCE CONTRACT WITH SELECTED FIRM.**

Executive Summary: This Agenda item provides an opportunity for City Council to select one of the three firms to provide operations and maintenance for the City's Wastewater Treatment Plants. Staff will negotiate a Contract with the selected firm, which will be placed on a future City Council Agenda for final consideration.

- After additional discussion, Council's general consensus was to contract with the current local firm, Si Environmental, LLC, because they are doing a good job for the City and their cost was beneficial to the City.

Action: Councilor Benton made a motion, seconded by Councilor Bolf to select and direct staff to negotiate a Wastewater Treatment Plant Operations and Maintenance Contract with Si Environmental, LLC. The motion carried by a unanimous vote.

3. **ADJOURNMENT.**

There being no further business, Mayor Morales adjourned the Special Session at 8:30 p.m.

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
B	Ordinance No. 2014-14 – Trucks Prohibited on Certain Streets

ITEM/MOTION

Consideration of and action on Ordinance No. 2014-14, an Ordinance amending the Code of Ordinances by adding “Bryan Road, Cottonwood School Road and Spacek Road” to Section 28-160(a) of Article IV of Chapter 28 thereof, as streets within the City upon which it is unlawful to operate a truck as defined in Section 28-159 of the Code of Ordinances; providing for the installation of “No Truck” signs indicating the boundaries of the no truck designations along Bryan Road, Cottonwood School Road and Spacek Road; providing a penalty in an amount of not less than \$1.00 nor more than \$200.00 for each violation of any provision hereof; and providing for severability.

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

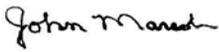
SUPPORTING DOCUMENTS:

1. Ordinance No. 2014-14
2. Code of Ordinances Excerpt – Chapter 28, Article IV, Sec. 28-159
3. Location 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 for Public Services
- City Attorney **LJL/rl**
- City Engineer
- Police Chief **DW/rl**

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

This Ordinance is being presented to City Council for consideration to add Bryan Road, Cottonwood School Road and Spacek Road to the list of streets through which it is unlawful to operate a truck. Section 28-159 of the Code of Ordinances defines the parameters of a “truck” and a copy is included in the packet for reference. The proposed Ordinance was prompted by complaints from residents along the affected streets and direct observations made by Police officers. These roads are not designed to accommodate heavy truck traffic on a regular basis. Heavy truck traffic to and from commercial businesses located outside of the City Limits are using the portion of Cottonwood School Road located between US 59 and Klauke Road as a regular route. In regard to both Bryan Road and Spacek Road, it appears the destination for a large majority of the trucks is a recently opened dirt pit located on Koeblen Road. The trucks are using the local streets as a short-cut. By allowing trucks to deviate from State maintained roadways that are designed and more suitable for heavy loads, these roads are sustaining excessive amounts of damage that will require repair by the City. The Ordinance will provide the Police Department with the tool it needs to enforce the “No Truck” designations. A location map is included in the packet.

Staff recommends approval of Ordinance No. 2014-14 as presented.

ORDINANCE NO. 2014-14

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY ADDING “BRYAN ROAD, COTTONWOOD SCHOOL ROAD AND SPACEK ROAD” TO SECTION 28-160(a) OF ARTICLE IV OF CHAPTER 28 THEREOF, AS STREETS WITHIN THE CITY UPON WHICH IT IS UNLAWFUL TO OPERATE A TRUCK AS DEFINED IN SECTION 28-159 OF THE CODE OF ORDINANCES; PROVIDING FOR THE INSTALLATION OF “NO TRUCK” SIGNS INDICATING THE BOUNDARIES OF THE NO TRUCK DESIGNATIONS ALONG BRYAN ROAD, COTTONWOOD SCHOOL ROAD AND SPACEK ROAD; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 NOR MORE THAN \$200.00 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

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

Section 1. The Code of Ordinances of the City of Rosenberg is hereby amended by adding “Bryan Road, Cottonwood School Road and Spacek Road” to Section 28-160(a) of Article IV of Chapter 28 thereof to read as follows:

“Sec. 28-160(a). Trucks Prohibited on Certain Streets - Generally.

It shall be unlawful for any person to operate a truck as defined in section 28-159, above, through the following streets:

* * *

Bryan Road, between Spacek Road and FM 2218

Cottonwood School Road, between US 59 Feeder Road and Klauke Road

Spacek Road, between Bryan Road and Reading Road

* * *

Section 2. The City Manager is hereby authorized and directed to cause the placement of official traffic control devices giving notice of the "Trucks prohibited on certain streets – Generally” as described in Section 1 above.

Section 3. Any person who shall fail to observe and comply with a duly posted traffic control device erected pursuant to this Ordinance, or who shall in any manner

violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than \$1.00 nor more than \$200.00.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

Lora Jean D. Lenzsch
CITY ATTORNEY

Sec. 28-159. Prohibiting trucks on designated streets.

(a)

It is unlawful for any person to operate a truck on any portion of a street where operation of a truck is prohibited under this section after notice has been given by the placement of appropriate traffic control devices.

(b)

For the purpose of this section "truck" means a motor vehicle which:

(1)

Has three (3) or more axles;

(2)

Is designed and maintained primarily for the transportation of material or property; and

(3)

Is used for the loading and unloading of such material or property.

(c)

It is a defense to prosecution under this section that the truck on the prohibited street:

(1)

Is going directly to or from a premises for the purpose of delivering or picking up merchandise or material and the truck could not access the premises without making use of the prohibited street;

(2)

Is owned by a governmental entity or is performing work under a contract with a governmental entity which requires it to be on the prohibited street;

(3)

Is owned by a public utility company or is performing work under a contract with a public utility company which requires it to be on the prohibited street;

(4)

Is a school bus on a designated route;

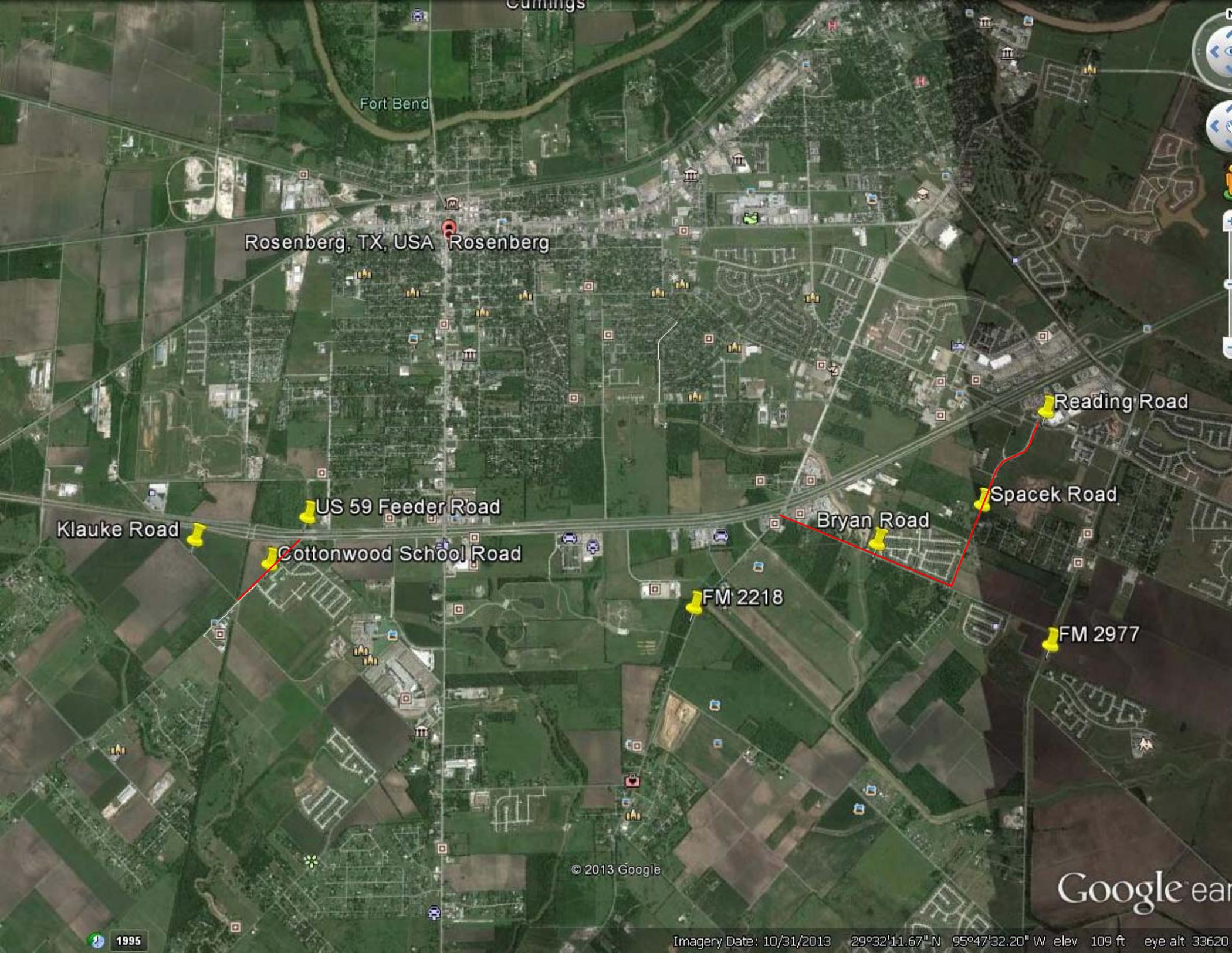
(5)

Is a truck on a designated detour; or

(6)

Is an emergency vehicle.

(Ord. No. 2001-57, § 2, 4-2-02)



Rosenberg, TX, USA Rosenberg

Fort Bend

Cummings

Reading Road

Spacek Road

Bryan Road

FM 2218

FM 2977

US 59 Feeder Road

Cottonwood School Road

Klauke Road

© 2013 Google

Google earth

1995

Imagery Date: 10/31/2013 29°32'11.67" N 95°47'32.20" W elev 109 ft eye alt 33620



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
C	Resolution No. R-1777 - Adoption of Strategic Plan for Fiscal Years 2015-2019

ITEM/MOTION

Consideration of and action on Resolution No. R-1777, a Resolution adopting a Strategic Plan for the Fiscal Years 2015-2019.

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-1777

APPROVALS

Submitted by:

Jeff Trinker
Executive Director of
Support Services

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
City Manager

EXECUTIVE SUMMARY

At the March 25, 2014 Workshop, City Council was presented with each City Department's Strategic Plan (Plan) for the Fiscal Years 2015-2019. At that time, City Council directed staff to return with an Agenda item to formally adopt the Strategic Plan as a guideline for the City's strategies to address continued growth and to assist with the budget process. A minute excerpt from the March 25, 2014 Workshop was not yet available when this Agenda packet went to print.

Staff recommends approval of Resolution No. R-1777 as presented.

RESOLUTION NO. R-1777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, ADOPTING A STRATEGIC PLAN FOR THE FISCAL YEARS 2015-2019.

* * * * *

WHEREAS, the City Council deems it proper and in the best interest of the City and its employees to have a Strategic Plan (Plan); and,

WHEREAS, the Plan is intended to serve as a proactive tool to offer strategies to address continued growth and change, while being continually amended and enhanced as conditions dictate; and,

WHEREAS, the Plan seeks to anticipate City and Departmental needs for training, technology, equipment, personnel, and other requirements necessary to provide an excellent level of service to all citizens, present and future; now, therefore,

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

Section 1. The City Council of the City of Rosenberg hereby adopts the Strategic Plan for Fiscal Years 2015-2019, attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

**STRATEGIC PLAN
CITY OF ROSENBERG
FISCAL YEARS 2015-2019**



Strategic Plan

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Strategic Plan

Introduction

The strategic plan sets the course for the City of Rosenberg to ensure the City's mission is accomplished over the next five (5) years. The strategic plan serves as a proactive tool to prepare for continued growth and change and is also a working document that will be continually amended and enhanced as conditions dictate. The plan establishes three overarching goals accompanied by strategies. The plan will require a significant investment of time, energy, and resources to complete, but will serve the organization through improved processes and efficiencies as it is implemented. The strategic plan is a product of collaborative organizational analysis that has occurred amongst all employee levels within the City organization.

The strategic plan is modeled on the answering of several questions:

- What are the current conditions?
- Where do we want to go?
- How will we get there?
- What might get in our way?
- What should we accomplish along the way?

City personnel began the process by discussing the City's values, crafting a mission statement based on these principles and conducting an analysis of the City's strengths, weaknesses, opportunities and threats. Following this analysis, staff identified several priority areas that served as a reference when crafting the plan. These priority areas include technology, equipment, personnel and career development, municipal facilities, infrastructure, and community outreach/dialog. Using this preparation as a foundation, staff developed a set of comprehensive goals that encompass the identified needs and priorities along with strategies that will help achieve the stated goals.

While staff was developing a City-wide strategic plan, separate plans were developed for each City department. As the success of the City plan is wholly dependent upon the organization's component departments, the goals, strategies and actions identified in the departmental plans will serve as the practical tasks that will allow the City to achieve its goals.

Mission Statement

To anticipate community needs, to deliver exceptional service and to cultivate an enhanced quality of life in our community through leadership, innovation and cooperative partnerships.

Organizational Values

The City of Rosenberg maintains a commitment to the following values:

- The health, safety and protection of residents, businesses and property
- Fiscal responsibility and accountable to the taxpayers of Rosenberg
- Transparency
- Professionalism
- Exceptional customer service
- Effective communication with residents, business owners and other stakeholders
- Innovative service delivery

Current Conditions

The City of Rosenberg has seen drastic growth and change over the last decade. Since the 2010 Census, the population has grown 13% to a current (January 2014) estimated population of 34,692. With Fort Bend County continually topping national growth rates, and the Houston economy booming, it is nearly inevitable that Rosenberg's population will continue to add homes, businesses, and residents over the next five years. The City itself currently occupies nearly 37 square miles, with an additional 71 in Rosenberg's extraterritorial jurisdiction (ETJ), much of which is ripe for residential, commercial or industrial development.

In order to plan for the next five (5) years, City staff at all levels (from front-line employees to the City Manager) met to discuss the current conditions in the City as well as future conditions or issues that could impact City services and operation. This was accomplished through the completion of analyses of the City's current strengths and weaknesses as well as potential future opportunities and threats at both the departmental and city-wide levels.

The following are some of the City's *strengths*:

- Excellent inter-departmental cooperation
 - History of good cooperation with other agencies
 - Excellent public safety services
 - Geographic location that is conducive to growth
 - Employees that are efficient, loyal, dedicated, adept at solving problems and have significant experience / institutional knowledge
 - Employee culture of responsiveness to the needs of City residents
 - Strong City leaders
 - Recent hires that have brought enthusiasm and fresh ideas
 - Decision-making tends to be decentralized, which allows for faster action
-

Areas that were identified as current *weaknesses* and require improvement include:

- Demands of growth on employees and resources
- Staffing levels insufficient to provide appropriate level of service and has led to a backlog in tasks
- Lack of career development, succession planning and knowledge transfer programs
- Employee compensation not competitive with other similar Texas cities
- Aging and deteriorating infrastructure
- History of not keeping up with technological trends and advances in municipal administration
- Some outdated equipment and fleet assets
- Facilities that are rapidly deteriorating and do not provide sufficient, efficient or appropriate space for the provision of services
- Poor data and records management
- Unacceptable GIS situation in terms of technology, equipment and the lack of City infrastructure inventory
- Culture of frugality that has resulted in decreasing service levels
- Mismatch of staff qualifications and responsibilities
- Overall image or public perception of the City

Within the next five (5) years, there are a number of *opportunities* that could benefit the City of Rosenberg:

- Increased (and managed) growth and the jobs and increased revenue that come with it
 - Large amount of available, undeveloped land along with land use flexibility
 - Ideally located for residential, commercial and industrial development, particularly given the shrinking availability of undeveloped land in eastern Fort Bend County
 - Extensive existing rail and transportation network, including the re-designation of US-59 as I-69
 - A diversified workforce
 - Excellent educational opportunities from the primary through tertiary levels
 - Ability to develop a unified message and to tell the City's story
-

There are also a number of external *threats* that could present challenges to the City, including:

- Growth can lead to declining levels of service if personnel and City resources cannot keep up with the increased demand
- Land area growth could result in lower service levels
- Unfunded mandates imposed by higher levels of government
- Providing clean, sustainable water that is compliant with subsidence reduction requirements
- Employee retention and competition with other employers (public and private)
- Increased citizen service expectations coupled with increased operating costs
- Unpredictable and/or uncontrollable economic trends
- Aging infrastructure, neighborhoods and housing
- Man-made and natural disasters
- Negative view of government, political apathy and/or the spreading of misinformation about City projects and operations
- Resistance to long-range planning
- Impact of TxDOT projects (such as the I-69 widening) on municipal operations and revenue

Goals

The City of Rosenberg has developed goals that will help the organization plan and fulfill its mission for the next five (5) years. Strategies were created in order to meet each of those goals. The City's goals will ultimately be achieved through the execution of the goals, strategies and action plans that have been developed at the departmental level.

The City of Rosenberg's goals include:

1. Effectively manage the growth that will occur in Rosenberg in the coming years.
2. Enhance Rosenberg's quality of life for residents, businesses and visitors.
3. Increase the public's confidence in the City of Rosenberg, its staff and its services.

Goal # 1

Effectively manage the growth that will occur in Rosenberg in the coming years.

- Secure a long-term, sustainable water supply.
-

- Adoption of a comprehensive plan.
- Proactive management of municipal infrastructure.
- Continued career development of City personnel in order to provide a maximum level of service to City customers.
- Improve the maintenance of existing City facilities and anticipate and plan for the future space needs of a growing City.
- Continue to invest in technology in order to provide more innovative, efficient and cost-effective means of service provision.

Goal # 2

Enhance Rosenberg's quality of life for residents, businesses and visitors.

- Continue to find innovative ways to protect the health, safety and welfare of Rosenberg's residents, businesses, visitors and property located within the City.
- Using a variety of tools, work towards the expansion and diversification of Rosenberg's economy.
- Recognition of Rosenberg as possessing the premier parks and recreation program in Fort Bend County.
- Identify and implement opportunities for the redevelopment and rejuvenation of fading areas of the City.

Goal # 3

Increase the public's confidence in the City of Rosenberg, its staff and its services.

- Improve transparency and promote staff accountability.
 - Continue to recognize and implement new ways to provide customer service of the highest standard.
 - Develop more effective channels for communicating with Rosenberg stakeholders in order to promote public engagement.
 - Invest in facilities and equipment in order to increase the public's confidence and pride in the City.
 - Build an exceptional team of leaders that will proactively address City needs through collaborative problem-solving.
-

Strategic Plan

CAPITAL IMPROVEMENT PROJECTS

Strategic Plan

EXECUTIVE SUMMARY

The Capital Improvement Projects (CIP) department of the City of Rosenberg oversees the development and implementation of the annual CIP program and coordinates the various disciplines required to facilitate each project. Projects include City streets, sidewalks, sanitary sewer, storm sewer, water systems, and construction or renovation of various city facilities to better serve the public interest, safety and welfare.

Working directly with the Assistant City Manager for Public Services, the Project Director is responsible for project management and coordination among the engineers, architects, contractors, state and county partners, utility companies, testing agencies and key City staff in the development of the City's CIP projects from design through construction.

GOAL # 1

Growth Management of Capital Improvement Program

- Increase Electronic Document Management and e-file sharing.
 - Utilize PC mobile technology like tablets for job site use, minimize paper files and share files electronically.
- Consolidate "Public Services" into a more unified functional Facility. (Public Works, Streets, Utilities and C.I.P are all currently at separate facilities in various states of condition.)
 - Consolidate departments for improved performance and reduced redundancies.
- Assist with initiation of a City Wide Facilities Master Plan.
 - Begin current facilities assessment citywide (see map).
 - Determination of future needs (5 & 10 year plan).
 - Develop budgets and schedules for design and construction/renovation.

GOAL # 2

Improve Quality of Life for our residents, businesses and visitors through improved City Technology.

- Establish extensive infrastructure mapping system with Global Positioning System (GPS) and Geographic Information System (GIS). Included mapping of streets, alleys, sidewalks, drainage systems, water systems, sanitary sewer systems and streets signs.
 - Mapping will facilitate projects, reducing time researching existing utility locations.
 - Identify conflicts before construction, reducing down time for utilities & access.
 - ID utility system infrastructure key components to reduce response times and improve efficiency of field operations.
-

- Utilize GPS and GIS to catalogue City sidewalk system toward execution of a systematic repair program.
 - Utilize mapped sidewalks to develop priority on repairs and establish annual budget.

GOAL # 3

Increase Public Confidence in City Staff and Services with Project Web Page on City Website

- Provide real-time project updates (project transparency).
 - Raise public awareness of ongoing projects throughout the City including project start dates, descriptions, duration and completion dates.
- Keep City informed of road closures and utility disruptions.
 - Provide access to relevant, current information for the public including areas affected by the disruptions and expected duration.
- Promote departments commitment to community service
 - Inform the public of our commitment to providing quality service that limits inconvenience when starting Capital Improvement Projects including supporting and monitoring residential access and detours during road construction. Continue to distribute neighborhood fliers and communicate with LCISD on bus routes.
 - Post examples of staff involvement within the community.

CITY SECRETARY DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The City Secretary is primarily responsible for providing accurate records of minutes, ordinances, resolutions, contracts, agreements, proclamations, etc. The office of City Secretary includes the City Secretary, Secretary III, and a part-time Secretary I.

The City Secretary serves as a liaison with City Council coordinating and informing the body of conferences and related events, schedules appointments and meetings, and makes related itinerary arrangements. This office is responsible for copying agenda packets for distribution to City Council and staff. The City Secretary or his/her designee attends all City Council Meetings, public hearings, bid openings, and pre-conference meetings. The City Secretary provides for the coordination and oversight of appointments made by the City Council to various Boards, Commissions, and Committees. The City Secretary serves as the Official Records Management Officer for all City documents including records management activities pertaining to the maintenance and custody of City seal and official records of the City including those documents indicated above. This office receives, on behalf of the City, petitions, initiatives, referendums, recall proceedings, applications for office, and verifies all applications and petitions. The City Secretary prepares or assists in the preparation of legal notices for advertisement. The City Secretary is involved in planning and organizing City-related events such as the City auction, City elections, etc. The City Secretary assists in preparation and management of the departmental budget which includes the City Council's budget. The City Secretary is appointed by the Mayor/Council and is supervised by the City Manager.

MISSION STATEMENT

The mission of the City Secretary Department is to serve and enhance public participation in municipal government and safeguard the democratic government process through transparent open government and open records.

Departmental Goals and Objectives

City Goal: Manage Growth

Goal #1

Improve Record Storage Room

Strategies

- Purchase and install new shelving
- Reorganize some records with uniform one cubic foot boxes

Outcomes

- Improve space requirements
 - Improve accessibility for retrieval of records
 - Preserve records
-

Goal #2

Develop a plan for additional departments to utilize the electronic document management system (EDMS), especially for those departments with permanent records

Strategies

- Get rid of paper copies
- Safeguard internal security issues

Outcomes

- Improve space requirements
- Improve accessibility for retrieval of records
- Preserve records

Goal #3

Transfer construction drawing microfilm onto electronic media

Strategies

- Microfilm is fading (approximately 100 rolls of microfilm construction drawings)
- Texas State Library and Archives Commission currently recommends use of microfilm

Goal #4

Begin training for a succession plan for the City Secretary position

Strategies

- Education and Training in the Texas Municipal Clerk's Certification Program (TMCCP) (200 + hours of work study program)

City Goal: Increase Public Confidence

Goal #5

Expand methods of transparency to the public

Strategies

- Technology: Purchase Open Records Software to better organize the volume of Open Records Requests
 - Utilize the City website by adding committee agenda packets; additional fillable forms
 - Part time position (Secretary 1) to become a full time position
-

CIVIC CENTER DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Rosenberg Civic Center provides a resource to city departments, the community and surrounding region to hold meetings, corporate functions, and educational seminars, social and private events at affordable costs in a comfortable atmosphere. With the addition of Parks & Recreation programming the center has become a resource for leisure activities for young and young at heart to enjoy a host of fun family oriented activities. Civic Center staff provides these services with the utmost consideration to the customers' well-being and satisfaction.

Our vision and goal for the future is to become the premier location for our community when they are planning an event or meeting by continuing to keep our customer satisfaction as top priority and maintaining a warm, inviting environment for all.

Goal # 1

Effectively manage the growth that will occur in Rosenberg in the coming years.

- Provide excellent customer service and satisfaction -100% is the goal
 - Obtain and analyze customer feedback on the level of service provided by staff, atmosphere provided, success of their event and overall satisfaction with the facility
 - Provide educational opportunities for staff to enhance service levels
 - Improve access of information regarding the availability of the center and parks facilities and to streamline the booking process

Goal # 2

Effectively manage the growth that will occur in Rosenberg in the coming years.

- Provide a clean, well maintained, updated and comfortable environment for all customers.
 - Create and implement a maintenance schedule for the building, equipment, grounds and parking lot
 - Reevaluate and improve on the current contracted janitorial services
 - Replace or update outdated technology and audio/visual systems

Goal # 3

Enhance Rosenberg's quality of life for residents, businesses and visitors.

- Be recognized as the premier meeting/special event resource for the community
 - Raise community awareness of the facility

Strategic Plan

CODE ENFORCEMENT DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Rosenberg Code Enforcement Department is made up of three divisions; building permits and inspections, general code enforcement, and health services. Our department is challenged with the accelerated growth that Rosenberg has experienced over the last two years. Our goals address those challenges so that we can continue to provide the highest possible customer service to those we protect, and enhance Rosenberg's quality of life.

Goal # 1

Effectively manage the growth that will occur in Rosenberg in the coming years.

- Provide staffing to accommodate our City's accelerated growth.
 - Achieve and maintain full staffing levels
 - Leadership development and succession planning through mentorships and formal training and education.

Goal # 2

Enhance Rosenberg's quality of life for residents, business, and visitors.

- Provide a safe and functional facility for staff and public convenience.
 - Provide a secure facility for staff
 - Provide a facility that allows for growth and expansion
 - Set an example for those we serve by having code compliant, handicap accessible facilities
 - Provide a one-stop-shop environment for citizens seeking assistance

Goal # 3

Increase the public's confidence in the City of Rosenberg, its staff and its services.

- Research technology trends and address technology threats
 - Develop a five year technology plan for the department
 - Provide real time Inspection results and make available on the web
 - Provide on-line scheduling including inspections and meeting requests
 - On-line plan tracking and plat tracking for contractors and developers

Strategic Plan

COMMUNICATIONS DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

Purpose

To facilitate internal and external communications, in order to tirelessly improve service provision to the community.

Values

- Transparency
- Accuracy
- Honesty
- Openness

Mission

The Communications Department serves the City as a whole and the community at large by building community and organizational strength through the timely formulation and dissemination of accurate, relevant information regarding City services, programs and projects, and by facilitating the defining and telling of the Rosenberg "story."

Community Context

The City of Rosenberg has seen drastic growth and changes over the last decade, and will continue to change dramatically in the next five years. Issues of concerns for the City in the immediate and near future include: securing an alternative water source to meet Fort Bend Subsidence District mandates, and to provide for future development and growth; updating aging infrastructure and providing new infrastructure for water, wastewater, streets, and drainage; tackling issues related to aging interior neighborhoods and business corridors; managing the expectations of a bifurcated, disconnected populous at-large; and tackling the challenges of inevitable change related to dynamic factors beyond Rosenberg's immediate control such as the City's geographic location and proximity to major employment centers, etc.

Communication Department's Organizational Role

The Communications Department oversees the flow of information, develops and implements strategies and plans to communicate the City's message, and advises leaders about public relations and internal communication strategy. The department serves the City organization as a whole, as well as members of the general public. One of the major roles of the Communications Department is managing media relations. The Communications Department is also responsible for government and community relations. Communications also oversees the marketing communications efforts including the development of written collateral material to help bring new residents, businesses, tourists, etc. to the City. Additionally, the Department manages the City's

communications outlets (website, newsletter, and municipal cable channel). Crisis and emergency communications planning is another very important area of responsibility for the director.

In the City of Rosenberg, the Communications Director is the top communicator, reporting to the City Manager. Communications directors usually have a staff (including managers) to carry out each of the communications functions. However, in the City of Rosenberg, the Communications Director carries out all departmental functions with the assistance of a part time clerical staff person.

Plan

The Communications Department has developed a strategic plan for the next five years to encourage the development of the City organization as a proactive tool to prepare for continued growth and change. The plan establishes three overarching goals accompanied by strategies and action items. The plan will require a significant investment of time, energy, and resources (in the form of personnel man hours across the organization) to complete, but will serve the organization through improved processes and efficiencies as it is implemented. **The City faces significant challenges in the next five years, but also great opportunities!**

Goals & Strategies

- Create an exceptional team to continually improve organizational effectiveness
 - Organize, train, and build a City communications team
 - Champion career development and professional growth
 - Value, encourage, and support a diverse workforce

- Anticipate and meet the changing needs of the community and organization
 - Gather, manage and analyze data continually
 - Plan, implement, learn, and think instead of simply reacting
 - Tackle problems collaboratively - at all levels, in all departments
 - Reevaluate and reallocate resources as needed

- Increase public confidence
 - Improve transparency
 - Engage public
 - Create and develop strategic partnerships with other community organizations and groups
 - Enhance services to citizens through technology

Needs Assessment

Personnel - The Communications Department cannot undertake any additional initiatives or projects without added qualified personnel, as the number one resource necessary to carry out the department's role is man hours. The most pressing concern in the immediate future is the need for additional staff to cross train and handle more of the day to day operations of the department and to generate and publish content required to achieve the department's stated goals, allowing the Director to focus on policies, procedures, training, and broader City-wide and community initiatives, and also to begin building an institutional knowledge base.

In addition to the initial additional position, over the next three years, the City should plan for the expansion of the department to include at least one additional staff member to specialize in multimedia content and applications, and to specifically generate audiovisual content for communications outlets. This is potentially a position that could be "shared" with the technology department, and that could assist with the responsibility for upkeep and management of the City's audio/visual systems, in addition to creating specific content (professional quality photos, videos, and graphic design).

Training/Continuing Education/Career & Professional Development - The City must dedicate the time, and necessary funding for Communications staff to complete basic training and career and professional development, and also to interact with other professionals in the public relations/communications field.

Strategic Plan

CUSTOMER SERVICE DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Customer Service Department is a very important part of the Water and Wastewater operations. The Department is responsible for billing over 8,000 customers each month and collecting over \$9,000,000 in water and wastewater fees for service, as well as over \$1 million for garbage services. The Customer Services department receipts and processes over \$10 million each year. The department reports directly to the Finance Director and includes a Customer Service Supervisor, Assistant Supervisor, a Utility Billing Specialist, three Customer Service Representatives and interns, as provided.

The current staffing levels are adequate for the current demands on the Department. Even as the number of customers increases over the next five years, the current staff should be adequate to cover the increase in volume with the use of advanced technology to provide services to customers in an electronic format that requires less data entry. The use of interns in the Customer Service Department is also necessary to properly function with the current staffing levels. The interns can be used to provide the necessary staff to serve customers; answer the phones and complete daily tasks.

The Customer Service Department is dedicated to providing the highest standards in customer service. The Department will attain this by achieving the goals to increase the use of technology, allow customers to access account information electronically and improve customer service by enhancing the professional development of staff.

Vision Statement

The Customer Service Department will build customer trust and confidence by providing the highest standards in customer service.

Mission Statement

The Customer Service Department is dedicated to providing the highest standards in customer service, with accuracy, professionalism and integrity while meeting customer's needs efficiently with reliable information and services.

City Goal - Growth Management

Goal # 1

Implement the use of technology to help prepare for future growth and to alleviate some of the burden being placed on the Department staff by providing alternative payment options for customers.

- Implementation of the Interactive voice response (IVR).
- Implementation of a payment Kiosk.
- Implementation of the ability to accept payments electronically from on-line banking processes.

City Goal - Enhance Quality of Life

Goal # 2

Provide customers with greater accessibility to account information by providing up-to-date adequate information.

- Provide customers with the ability to monitor their own consumption.
- Provide mobile access ability for customers to access their accounts, receive alerts and request services.

City Goal - Increase Public Confidence

Goal # 3

Provide quality customer service in a timely and convenient manner.

- Provide staff training for prompt, accurate service in a professional manner.
- Improve workstation layout and front counter set-up to improve efficiencies and allow customers a clear sight and access to customer service representatives.

Goal # 4

Provide more opportunities for advancement and incentives for professional development of staff.

- Implement more levels of advancement to encourage employees to stay in the department which will alleviate department turn over.
- Coordinate with the Human Resources Department to provide incentives for employees to obtain additional education and certifications.

ECONOMIC DEVELOPMENT DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Rosenberg Economic Development Department exists to recruit, to retain business to the City and to encourage existing businesses to expand within the City or the extraterritorial jurisdiction. Additionally, the department is charged with promoting Rosenberg through tourism efforts and enhanced communication initiatives. The Economic Development Department is funded through a portion of the City's sales tax receipts dedicated to the Rosenberg Development Corporation.

The Economic Development Department has developed a strategic plan for the next five years to encourage the recruitment, retention, and expansion of business to the City as well as better communicate the message that Rosenberg is primed for increased residential and commercial development through the competitive advantages which exist. Further, the plan seeks to communicate the message that Rosenberg offers quality of life amenities and leisure activities both for residents and tourists alike. The plan establishes eight goals. Each goal has a strategy or set of strategies attached to attain the prescribed goal and a list of action items staff will complete to implement each strategy.

Goals:

- Update the Rosenberg Development Corporation's Strategic Plan
- Business recruitment
- Business Retention
- Business Expansion
- Existing Business District Redevelopment
- Workforce Development
- Facilitate Tourism Program
- Communications

Strategies:

- Utilize a consultant to develop a revised strategic plan that has the buy-in of the City Council and that provides a roadmap for the Departments activities and growth in the next five years.
 - Attract new retail development to Rosenberg.
 - Attract new industrial development to Rosenberg.
 - Develop the Rosenberg Business Park.
 - Build Partnerships with Advocacy and Support Organizations.
 - Network with businesses.
 - Promote events for interacting with the business community.
 - Revise RDC incentive guidelines in order to address issues of relevance to businesses expanding in Rosenberg.
 - Update the Avenue H Grant Program to cover the entire City.
 - Implement a Main Street Program for downtown and potentially Avenue H.
-

- Participate in and review recommendations from the Livable Centers Study (focused on Avenue H and I) conducted by HGAC.
- Establish improved relationships with Lamar Consolidated ISD, Texas State Technical College and Wharton County Junior College to promote the addition of programming and facilities in or near Rosenberg.
- Establish a functional tourism plan that potentially includes involvement in a Main Street Program, as well as a developing a needs assessment to identify tourism resources in the area.
- Promote Rosenberg as a destination for business relocation and commercial activity.
- Inform resident/tax payers/voters as to the City's efforts to promote Rosenberg in order to be transparent and to educate them on the use of public funds.

The strategic plan is a working document, and once approved, will be amended and enhanced as goals are achieved and conditions are modified.

Relevant Indicators

2013 Population	34,127 (increase)
2013 Unemployment Rate	6.2 percent (decrease)
2013 Sales Tax Receipts	\$13,778,104.00 (increase)
2013 Number of Homes Built (City and ETJ)	652 (increase)
2013 Number of Homes Platted (City and ETJ)	1080 (increase)
2013 Number of Hotels	14
Tourism Destination locations	Rosenberg Cultural District Seabourne Creek Nature Park Fort Bend Fair Grounds

FINANCE DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Finance Department plays an essential role within the City of Rosenberg. As a central department, the Finance Department is responsible for providing accurate financial information in a timely manner to many stakeholders including City Departments, City Council, management, investors and the public as part of the City's efforts to be transparent. As public servants to the citizens of Rosenberg, the Finance Department is charged with the duty of providing strong financial management to ensure appropriate use of public funds.

The Finance Department staffs 6 full-time positions. The Finance Department serves both external and internal customers. The services provided include developing the annual budget, delivering reliable financial information, advocating for responsible use of taxpayer dollars, managing the City's debt and investments, as well as performing accounting duties such as accounts payable, payroll, grant management, capital asset management, general ledger reconciliations and project accounting.

VISION STATEMENT

To be a benchmark for municipal finance excellence in which other municipalities and governmental organizations measure success.

MISSION STATEMENT

The Rosenberg Finance Department is committed to serving our community with financial expertise by promoting accountability, professionalism and transparency while providing all stakeholders with reliable, timely and accurate financial information.

GOALS

City Goal: Growth Management

Goal # 1

Respond to infrastructure deficiencies and ensure that funds are provided to achieve a balance between funding new facilities and services to proper maintenance of existing facilities and infrastructure.

- Use the department strategic plans as a tool to develop and prioritize a comprehensive list of capital improvements for the next five years.
 - Ensure adequate funding is available to support new facilities and infrastructure projects while maintaining an appropriate debt level.
 - Ensure adequate funding to provide on-going improvements and the necessary maintenance for existing facilities and infrastructure.
-

City Goal: Enhance Quality of Life

Goal # 2

Increase the use of technology to enhance the services for the City Departments and employees.

- Payroll Automation- Implement a time clock system that will increase efficiency and reduce manual time entry processes.
- Web-Based Applications- Identify financial processes that can be automated to improve efficiencies for staff and employees.
- Software Training- Provide training for users of the Accounting software.

City Goal: Increase Public Confidence

Goal # 3

Provide accurate, timely and transparent information to all stakeholders.

- Successfully apply for the Texas Comptroller Leadership Circle "Platinum" Award which recognizes local governments across Texas to meet a high standard for financial transparency online.
- Communicate financial information in a simple and easy-to-understand format to citizens and other stakeholders.
- Continue to apply for and receive the Distinguished Budget Presentation Award while improving quality and effectiveness of the annual budget document.
- Continue to apply for and receive the Comprehensive Annual Financial Report (CAFR) Certificate of Achievement Award, as well as an unmodified audit opinion.

Goal # 4

Further develop the Finance team and promote employee development and training to meet the increasing finance reporting requirements and provide excellent accounting services.

- Evaluate staffing levels that directly affect the finance and accounting operations.
 - Promote continuing education of employees to ensure knowledge of current information.
-

FIRE DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Rosenberg Fire Department provides professional emergency and non emergency services to approximately 43,000 customers from two fire stations and one administration building. Fire Station #3 is slated to open in the spring of 2014. In calendar year 2013, we responded to 3706 calls for service and we continually see this number increase each year. There are three division that comprise the fire department and they are Administration, Operations, and Prevention. On a regional level, our staff participates on the Fort Bend County Hazardous Materials and Technical Rescue teams.

Goal # 1

Effectively manage the growth that will occur in Rosenberg in the coming years.

- Maintain or Enhance Critical Facilities
 - Contract with an ISO consultant to determine if there has been a needs change due to annexation.
 - Build and update fire station to provide our citizens with rapid intervention in emergency situations.
 - Identify locations for future fire stations to reduce risks identified by national standards.
 - Provide facilities for administration that will support the growth of the Fire Department.
- Maintain Reliable Equipment
 - Purchase fire apparatus to maintain a reliable fleet.
 - Provide the necessary support vehicles.
 - Provide a primary set of PPE for each firefighter that is 5 years old or newer.
 - Provide a secondary set of PPE for each firefighter that is 5-10 years old that can be utilized when primary set is out of service.

Goal # 2

Enhance Rosenberg's quality of life for residents, businesses and visitors.

- Increase Personnel
 - To have reliable and appropriate staffing to meet nationally recognized standards by hiring three (3) firefighters per year to reach 1.33 firefighters for each firefighter position.
 - Strategy 2 - Hire personnel to support the daily operations of the Rosenberg Fire Department.

Goal # 3

Increase the public's confidence in the City of Rosenberg, its staff and its services.

- Evaluating Customer Needs
 - Identify a medium to collect survey data that is functional for all customers.
 - Initiate the survey collection program.
 - Tabulate data collected and utilize it to make informed decisions.

- Professional Development
 - Identify personnel that will acquire necessary training to begin participation in the Best Practices Program through the Texas Fire Chiefs Association.
 - Initiate the review process of the Best Practices Program.
 - Create and initiate a training program for the Probationary Fire Fighter.
 - Analyze and modify annual training programs.
 - Modify the Officer Development Training Program.
 - Create Positional Task Books for Field Operations.

- Seek Opportunities for Public and Private Partnerships
 - Perform a comprehensive review of all established partnerships and create opportunities to enhance current programs.
 - Identify new groups for partnerships that will provide opportunities for alternative funding.
 - Develop a program that will improve communication between Non-English speaking customers and public servants.

FLEET DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The function of the Fleet Maintenance Department is to provide the City of Rosenberg with a quality fleet of vehicles and equipment. We also provide a full range of fleet management and re-fueling services. These services include acquisition, outfitting, maintenance and repair, metal fabrication, and other equipment related support services. The Fleet Department also maintains two re-fueling locations within the city. The Fleet Department is responsible for the maintenance of approximately 250 combined vehicles and heavy to light equipment and generators. The Fleet Department consists of a Fleet Supervisor, two Mechanic II's, one Mechanic I, and an intern Service Technician.

Our Message

"We Are Not an Expense; We Are an Opportunity to Save Money"

Our Vision

To be as efficient and effective as possible while remaining competitive.
Reinvest in our staff and technology.
Integrate teamwork through leadership and communication.

Goals and Objectives

Goal # 1

Training

- The goal is to train our personnel properly in order to maintain a professional level of service to the entire fleet.

Strategies

- To increase the current Fleet training budget to adequate levels.
- An increase will allow personnel to gain new training on current vehicle & equipment technology.
- The current training budget is not sufficient for four employees to gain new training. The ASE re-certification alone exceeds the current budget of \$500.

Goal # 2

Safety/Equipment

- The goal is to create a safe working environment for the employees of the Fleet Department as well as our customers.

Strategies

- To increase the Small Tools and Equipment Budget in order to improve on our equipment that will make our job as safe and efficient as possible.
-

- Cycle out old and outdated equipment, because old equipment becomes dangerous equipment.

Goal # 3

Staffing

- The goal is to provide proper staffing to accommodate growing size of the fleet and changing technology.

Strategies

- To increase the Mechanic II positions that we currently have to Mechanic III positions to meet current qualification requirements.
- We must remain competitive with the surrounding cities and the private sector to ensure a qualified staff.
- Increase the personnel by one additional Mechanic in 2016.

Goal # 4

Facilities

- The goal is to acquire a new fleet facility & fuel site for the City of Rosenberg.

Strategies

- To begin the conversations and provide any information necessary to the City Manager and/or Planning dept in order to reach this goal.
- Replacing the Fleet repair facility.
- Replace existing underground fuel tanks with above ground tanks.

Note: The current Fleet facility is a 30 year old building, which is no longer large enough to meet the needs of the department. For example the new Fire trucks are larger than our facility can properly accommodate. The new facility should have larger work bays, overhead crane; secure tool room, secure parts inventory room, and at least four (4) bays with lifts. Also, the current Fuel station located at 220 Mulcahy has an underground storage tank that was installed in 1997. The tanks are rated for (30) year life span and we are in year (17).

HUMAN RESOURCES DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Human Resources (HR) Department is committed to providing services that will allow for process improvements and increased effectiveness and efficiencies that incorporate the best practices of the human resources profession. We recognize our vital role in partnering with departments to develop and retain staff; restructure and redesign services; and develop change management strategies.

The Human Resource Department personnel consist of Human Resources Director and Administrative Assistant. The Human Resources Department is primarily responsible for the functions including:

- Classification and Compensation, Recruitment and Selection
- Employee and Labor Relations
- Employee Benefits and Wellness
- Risk Management
- Training and Development

Based on the future needs of the City, the Human Resources Department will be requesting additional staff in the next five years - an Assistant Human Resources Director that will be responsible for providing administrative support for Human Resources Department operations and functions in the areas of: employee relations, recruitment and selection, and training and development.

Mission

Through strategic partnerships and collaboration, the Human Resources Department recruits, develops and retains an innovative workforce to foster a healthy, safe, and productive work environment for employees, departments, and the public.

Goal # 1

- Growth Management

Department Goals (Classification & Compensation, Recruitment & Selection)

- Anticipate and respond to changes, and staffing trends including compensation methods which promote competitive salaries, incentives, and benefits for City positions.
 - Recruitment related services.
 - Utilize social media.
 - Online job application system.
 - Compensation studies.
 - Incentive Pay studies.
 - Tuition reimbursement studies.

Goal # 2

- Growth Management

Department Goals (Employee & Labor Relations)

- Training staff in employee relations and performance management; maintaining compliance with applicable rules, laws, and regulations; and expanding services and technology to provide for efficiency.
 - Training to managers and supervisors.
 - Personnel Policies & Procedures Manual.
 - Automate time recording system.
 - Online Performance Management System.

Goal # 3

- Enhance Quality of Life

Department Goals (Employee Benefits & Wellness)

- Expanding services and technology to better serve the future needs; offer wellness programs that improve employee health and well-being and promote a healthy work environment.
 - City Wellness Policy.
 - Safety & Wellness Committee.
 - Voluntary benefits.
 - Automate open enrollment.

Goal # 4

- Enhance Quality of Life

Department Goals (Risk Management)

- Controlling loss exposures and responding timely to concerns, questions, or complaints about health and safety issues.
 - Safety training to departments.
 - Update the Safety Manual.
 - Worker's Compensation Program.

Goal # 5

- Increase Public Confidence

Department Goals (Training & Development)

- Training and development designed to increase individual and organizational productivity including succession planning efforts.
 - Training opportunities to the departments.
 - Succession planning.

MUNICIPAL COURT DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The City of Rosenberg Municipal Court serves as an important division to the City's legal system. The municipal court has jurisdiction over Class C misdemeanors and City ordinance violations that occur within the corporate city limits and that are punishable by fine only. The charges processed in Municipal Court are typically filed by the Rosenberg Police, Rosenberg Fire, Code Enforcement and Animal Control departments.

The Rosenberg Municipal Court currently staffs 4 full-time employees, one part-time associate judge and one full-time, City Council appointed, presiding judge. The Municipal Court is responsible for assisting defendants with payments or processes leading to the final disposition of their case along with the guidance of the City prosecutor. The Court is also responsible for the preparation of arrest warrants, subpoenas, summons and other court paperwork, with the assistance of the Bailiff/Warrant Officer, including reports to State and City officials.

Based on the current volume of citations received from the various City departments, no additional personnel needs have been identified for the next five years. With the decrease in the volume of citations, the City should also evaluate the need for a full-time versus a part-time Judge. The Judge has indicated that part-time may be adequate for the current situation. However, it is important to note that if there is a large upward shift in the number of citations issued, more staffing may be needed. In the meantime, Municipal Court staff will focus on collecting delinquent fees and fines and redirecting resources to clear warrants and close cases.

In addition to collecting delinquent balances and working warrants, the Department will work to achieve its goals of providing a high level of confidence and exceptional customer service. This will be accomplished by effectively and efficiently processing municipal court cases in a safe, professional, and technologically-advanced environment. The Municipal Court is committed to providing exceptional service and implementing the proposed action plan.

Vision Statement

Providing fair, efficient, and professional services to all Municipal Court customers.

Mission Statement

The mission of the City of Rosenberg Municipal Court is to provide all citizens a high level of confidence and exceptional customer service by effectively and efficiently processing municipal court cases providing fair and impartial justice in a safe, professional, technologically-advanced environment.

Goals

City Goal: Growth Management

Goal # 1

The Municipal Court will provide a safe, professional, technologically-advanced environment.

- Continually update the Court's technology to meet current and future needs.
- Improve the safety and security of the court facilities.

Goal # 2

The Municipal Court will meet the current and future facility needs of the court customers and staff.

- Improve, modernize, and expand facility space including courtrooms, meeting rooms, waiting areas, and staff offices/work areas.

City Goal: Enhance Public Confidence

Goal # 3

The Municipal Court will provide citizens a high level of confidence and exceptional customer service.

- Provide court staff with the information, resources, and training to provide excellent service to court customers.
 - Serve court users in a timely and courteous manner.
 - Develop and implement communication strategies that increase the Court's transparency and make the Court more accessible, open, and helpful to all court customers.
-

PARKS AND RECREATION

Strategic Plan

EXECUTIVE SUMMARY

Rosenberg Parks, Recreation and Special Events are under the Direction of the Parks and Recreation Director. The Department is primarily responsible for the services and maintenance of all park areas and athletic fields owned by the City. This includes all recreational equipment, picnic facilities, structures and utility infrastructures. The Department also provides minor maintenance to all City buildings and facilities and other city areas including the welcome signs, the cemetery and trash removal from the "Historic Downtown" area. Additionally, the Department is responsible for managing various contracts, recreational programs and small and large scale special events including *Christmas in Rosenberg* and *Family 4th*.

The Department offers both Men's and Co-ed Softball Leagues at different times throughout the year using primarily Travis and Macario Garcia Parks. In addition to softball, the Department partners with the T.W. Davis YMCA and is currently holding children's summer programs at Taylor Ray and Meyer Elementary. Throughout the year additional programs include exercise classes, sewing, painting, fencing and other activities through the Rosenberg Civic Center.

Goals and Strategies

Goal

To acquire the equipment necessary to ensure staff and citizen safety and to provide professionally maintained facilities.

Strategy

- Creation of a replacement schedule that allows for replacement of equipment while it is still in working condition and can return value to the City.
- Purchase additional equipment that will maximize use of existing staff and make the department less dependent upon other departments' equipment and staff to accomplish parks projects.
- Purchase and update vehicles that support the department's operations.

Goal

To give our staff the opportunity to attend off-site educational training sessions and to obtain additional certifications that will allow the Department to provide a professional level of service that meets the demands of our citizens.

Strategy

- Research and offer educational training opportunities to our staff that will also reinforce safety and job performance skills.
 - Offer training opportunities with other agencies to improve working relationships other professionals in the field of Parks and Recreation.
 - Offer incentives and challenges for our employees to seek out additional training.
-

Goal

To provide a consistent level of staffing that will allow the Department to meet the anticipated future demands on Parks, Recreation and Special Event services.

Strategy

- Provide an Administrative Assistant that will assist the Department with multiple administrative tasks.
- Create a Building Maintenance Division separate from the Parks and Recreation Department that will allow the City to properly address maintenance concerns in an effective and cost-efficient manner.
- Acquire the needed personnel to consistently enforce existing Parks Ordinances.
- Increase staffing levels to effectively maintain Parks and provide for operational safety.
- Acquire the temporary staff necessary to allow us to increase the amount of programs we offer and increase the participation levels of Special Events.

Goal

To provide new amenities and new facilities that will allow us to provide a consistent level of service and meet the growing needs of our community.

Strategy

- Create a comprehensive Parks and Recreation Master Plan Update.
- Create and implement a plan for a new park in Zone 8.
- Add amenities and additions to our existing parks that will help to enhance the livability and desirability of Rosenberg as a community.

Goal

To increase sustainability and offer a wider variety of recreational and education programming to the community.

Strategy

- Use social media to increase public awareness of classes/programs.
- Research comparable programs in other cities/communities.
- Secure qualified leaders/instructors.
- Maximize use of available RCC rooms and parks for programming.
- Monitor program enrollment, as well as public demand for class viability and make adjustments as needed.

Goal

To increase sustainability, visibility and participation in all Special Events offered by the Department.

Strategy

- Use social media to enhance all aspects of special events.
- Consistent scheduling of all special events on an annual basis.
- Continue partnerships with local organizations to promote, plan and execute all events.
- Continue to solicit volunteer participation from individuals/ groups.
- Solicit more sponsorship from local businesses.

Strategic Plan

PLANNING DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Planning Department currently consists of Planning and Geographic Information System (GIS) services. Planning guides the growth and development of the City and its Extraterritorial Jurisdiction (ETJ). The Department is responsible for administration of the Comprehensive Plan, Subdivision Ordinance, Parking & Landscaping Regulations, Sign Ordinance, and West Fort Bend Management District (WFBMD) standards. The Planning Director is the staff liaison to the Planning Commission and City Council for all issues concerning the development of land. The Director, in coordination with the Building Official, is the initial point of contact for new subdivisions and development. In terms of personnel, the Department has a Planning Director and a GIS Specialist and funds the majority of a Secretary position. The Department is housed at the City Hall Annex facility.

Five (5) years from now, Rosenberg will have approximately 40,000 residents, not including additional growth and development in the ETJ, which the City provides services to as well. The Department will be responsible for serving the existing and new population. This plan will identify what steps must be taken to provide adequate planning services.

The Planning Department's overall goal moving forward is to improve our ability to (1) manage responsible growth and development of the City and its ETJ, (2) provide excellent internal and external customer service, and (3) respond to City Council and Planning Commission priorities in a way that is consistent with or better than other cities with a population of approximately 40,000. This goal will generally be achieved through the following strategies:

- Completing the funded Comprehensive Plan update (within 2 years)
- Completing the Sign Ordinance amendments that are in progress (1 year)
- Gaining the ability to respond to all inquiries directed at the Planning Department within 24 hours (1 year)
- Making GIS data available to all City departments (1 year)
- Improving the accuracy of GPS data collected for the Utilities Department to within one (1) meter (1 year)
- Gaining the capacity to devote one (1) GIS position to serving half of all City departments and another GIS position to the other half of City departments (1 year)
- Mapping all City utilities (water, wastewater & drainage) and developing web-based interactive maps and an online PDF map library (3 years)
- Providing facilities in accordance with City standards, with adequate meeting space, and the space for necessary personnel (3 years)
- Restructuring support staff so there is support staff reporting to the Planning Department (2 years)
- Achieving a match between staff qualifications and responsibilities through having a Community Development Director responsible for more complex tasks and a Planner responsible for less complex tasks (1 year)
- Changing the organizational structure to a Community Development Department consisting of Planning, GIS, Building, Code Enforcement, and Health (1 year)

- Having a minimum of three (3) positions responsible for Planning tasks including a Community Development Director, Planner, and support staff (2 years)

To carry out the strategies described above, we must first raise awareness of the rate of growth and its impact on departmental needs to City management, other departments, the Planning Commission, and ultimately to City Council. After thoroughly communicating this message, we must request funding to address our needs and improve services. Doing this, for planning- and development-related services in particular, will require an emphasis on personnel and facilities.

POLICE DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Police Department is under the direction and supervision of the Police Chief, who is appointed by the City Council. The Department is responsible for enforcement of traffic laws, accident investigations, community education, and crime prevention programs, investigation of crimes against persons and property, and narcotic investigations. In addition, the Department is responsible for the maintenance of criminal records, files, prisoner processing and detention, and radio communications and teletype services. The Department provides school-crossing guards for area elementary schools and School Resource Officers for Lamar Consolidated Independent School District. Additionally, the Department supervises Animal Control.

This plan was updated from our previous version to coincide with the Cities overall strategic plan development. Over the next five years we expect there to be significant growth and development in residential, commercial, and infrastructure systems within the City. It is the intent of this plan to address those impacts and plan for the future growth in an aggressive manner to maintain and improve the service level provided by the Police Department. To meet these demands we must continue to raise the bar and strive to improve our service by adding personnel to meet the demands the growth will bring, leveraging technology to improve our service delivery, and providing added value to our community by improving safety and mobility.

City Goal: Growth management

Police Department Goal: Provide quality service to our community

Strategy:

- Improve staffing levels, leadership development and education
- Expand Animal Control coverage to include weekends and evening
- Participate in a multi-agency efforts with local and federal agencies
- Improve response time for calls and clearance rates for cases
- Improve standards and qualifications (entry level and advanced)
- Expand our recruiting program and area of coverage to reflect our community diversity
- Reorganize our personnel structure to improve accountability and effectiveness

Police Department Goal: Improve the safety of our community and the efficient mobility of traffic

Strategy:

- Conduct traffic surveys of potential traffic concerns
 - Analyze accident statistical data for directed patrol enforcement
 - Utilize public works to assist with engineering proposals to reduce collisions and traffic concerns
 - Research and develop innovative strategies to help minimize traffic mobility concerns
-

City Goal: Improve quality of life

Police Department Goal: Actively involve residents and the business community in crime prevention and promoting community safety awareness

Strategy:

- Use volunteers to enhance service to the community, and involve the public to aid the Police Department in its crime reduction efforts
- Enhance transparency to keep the public informed of Animal Control facility operations and streamline the adoption process
- Develop community programs that educates and informs our senior community
- Establish or participate in Town Hall meetings
- Establishing a web-based case tracking system for public access to cases and allow the reporting of minor cases and suspicious activities
- Develop a community-wide education program with businesses and financial institutions to enhancement video capabilities and improve the quality of video

City Goal: Increase public confidence

Police Department Goal: Research technology trends and address technology threats

Strategy:

- Develop a multi-year technology plan for the department
- Leverage technology to capture evidence, improve investigations, reduce liability, and allocate resources and personnel
- Improve training in technology trends
- Develop partnerships with the private sector to improve access to technology
- Explore innovative programs that increase animal adoption rates

PUBLIC WORKS DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Public Works Department, comprised of 15.2 employees, is responsible for the 171 mile network of City maintained public streets, alleys, and 2 traffic signals; in addition to the City maintained network of drainage ditches and storm sewer systems. Responsibilities include routine pothole patching and spot repair of pavement failures, street overlay and reconstruction, crack seal, cleaning and grading drainage ditches, storm sewers, street sign and pavement marking repair and installation, and bridge inspections; as well as residential driveway culvert installation and cleaning. Public Works also assists in traffic control sign warrant studies by gathering traffic count and speed data. The Department is also responsible for the street sweeping contract, and the right of way, open acreage and wastewater treatment plant mowing contracts and inspecting the work performed to ensure it's in accordance with existing agreements. The Department is also responsible for overseeing the hay production lease of City owned property. The Department is also responsible for maintaining the storm drain markers for the storm water pollution prevention program and developing an infrastructure inventory. In addition, Public Works routinely provides support services, including equipment and personnel, to other City Departments. Public Works staff interact and coordinate projects using interlocal agreements with Fort Bend County Road & Bridge, Drainage District and TxDOT to leverage local dollars and resources. Public Works also has a key role in the emergency management plan by being responsible to keep City maintained roadways cleared and passable.

The second primary area of responsibility of Public Works is management and coordination of the City's various Capital Improvement Projects ranging from City facilities to street, drainage and utility infrastructure. Public Works also pursues grant funding opportunities such as the CDBG program and plays an active role in the review of public streets, storm sewers and utility line requirements for new development projects and subdivisions.

Vision Statement

Provide excellent public services to a diverse community and develop a Values Based Organization - Respected, Responsive and Reliable.

Mission Statement

Our mission is to improve the quality of life of our customers – the citizens, taxpayers, transportation users and internal City Partners by effectively planning, developing, implementing, and administering public works projects and provide maintenance of city roads, bridges, alleys, traffic signs, sidewalks, and drainage infrastructure.

GOAL: Growth Management/Improve Quality of Life

Goal No. 1 - Improve the condition of our public infrastructure.

Strategies:

- Develop 15-year plan to overlay/reconstruct asphalt streets.
- Expand efforts to clean ditches and culverts.
- Develop proactive plan to maintain alleys on a scheduled basis.
- Reestablish annual tree trimming program.
- Utilize TV inspections of storm drainage system to proactively identify and correct problems.
- Enhance crack seal, street striping, pavement marking, and street sign maintenance program.
- Conduct traffic surveys of potential traffic concerns.
- Foster partnerships with Ft. Bend County, Ft. Bend Drainage District, TXDOT and other agencies to leverage local dollars and resources for infrastructure improvements.
- Research and develop innovative strategies to help minimize traffic mobility concerns.

GOAL: Growth Management/Improve Quality of Life

Goal No. 2: Continue to research technology trends and address technology threats.

Strategies:

- In conjunction with Information Services develop a five-year technology plan for the department.
- Research and enhance equipment used to initiate and track service requests.
- Use technology to distribute personnel and allocate resources.
- Use technology to map and inventory public infrastructure including storm drains, drainage outfalls, and street signage.
- Use technology to conduct televised surveys and inspections of underground infrastructure to determine condition and maintenance needs.

GOAL: Growth Management/Improve Quality of Life

Goal No. 3 - Provide quality public works service to our community.

Strategies:

- Achieve and maintain full staffing levels.
 - Leadership development and succession planning through mentorships and formal training and education.
 - Maintain initial response time to service requests of less than 24 hours.
 - Continue proactive follow-up of service requests to improve our efficiency and to ensure the citizens' expectations are met.
-

- Reduce backlog of service requests.
- Monitor street sweeping and right-of-way monitoring Contractors.
- Participate in a multi-agency effort, to include Fort Bend County and TXDOT.
- Continue training and education to address emerging maintenance trends, methods, and new materials.
- Reorganize personnel structure to improve accountability and effectiveness.
- Centralize Public Works facilities – office space need assessment.

Public Works Personnel Needs

- FY2014-2015 – Fully evaluate current staff workloads, work backlogs. Focus on contractor oversight.
- FY2014-2015 – Public Works Director position reinstated.
- FY2015-2016 – Refill Light Equipment Operator position lost as a result of the Reduction in Force (RIF).
- FY2016-2017 – Add secretarial position.

Strategic Plan

UTILITIES DEPARTMENT

Strategic Plan

EXECUTIVE SUMMARY

The Water and Wastewater Utility Department, 18.5 employees, is responsible for the management, operation and maintenance of the municipal utilities division. This includes water production and purification, water distribution, wastewater collection, wastewater treatment, and reclaimed water divisions. The Department is responsible to ensure the City remains in compliance with all applicable state and federal rules, regulations and permits. Compliance with the local Fort Bend Subsidence District Regulatory Plan is also a responsibility. The unfunded mandate imposed by the Fort Bend Subsidence District to reduce groundwater production by 30% by October 1, 2016, is at the forefront of the Department's priorities. Staff also administers the Groundwater Reduction Plan Participant Agreements. Staff also has oversight for the water and wastewater impact fee studies, ordinances and implementation of fee collections. Staff plays an active role in the review of utility line requirements for new development projects and subdivisions; and plays a key role in the Capital Improvement Projects related to water and sewer infrastructure. Staff also pursues grant funding opportunities; such as the recent Hurricane Ike Recovery funds.

The Department is responsible for providing an adequate, uninterrupted quantity and quality of water to meet the demands of the City. Staff operates and maintains seven (7) water plants that receive water from seven (7) source-of-supply water wells, provides treatment, disinfection, and storage before pumping to the water distribution system. The Department maintains, repairs and installs piping, valves, fittings, fire hydrants, water taps, booster pump stations and storage facilities. The Department is also responsible to maintain numerous records and file reports in accordance with TCEQ regulations. The Department provides customer services functions such as installing meters, service connects and disconnects, investigate customer complaints, and respond to leaks and main breaks 24/7/365. The fixed-base meter reading system is also maintained by the Department. Most recently, the Supervisory Control and Data Acquisition (SCADA) system technology was installed enabling staff to remotely monitor and control the water plants. Preprogrammed malfunction alarms immediately notify staff if a problem occurs 24/7/365.

Also included is the operation and maintenance of the City's wastewater collection system which is designed to collect and transport sanitary sewer waste streams for treatment at the City's three (3) wastewater treatment plants. Responsibilities include maintenance and installation of collection system main lines, manholes, service line taps and twenty seven (27) lift stations. The Department provides customer service functions which include responding to and investigating customer service line backups and clearing main line stoppages. A primary goal of the Department is to reduce the inflow/infiltration (I/I) problems that are experienced during rain events. I/I causes the collection system to overflow during rain events, resulting in raw sewer backups into homes and businesses, or unauthorized discharges onto the ground. This goal will be accomplished over the next three to four period by making a concentrated effort to replace all of the collection system lines, manholes, and certain lift stations located in the Treatment Plant No. 1A service area and implementation of a maintenance program thereafter.

The reclaimed water production and distribution system is also maintained by the Department. The system is a vital component of the FBSD Groundwater Reduction Plan. The City receives credit at

the rate of 1.5 gallons for every gallon of reclaimed water produced, which will be used toward meeting the thirty (30) percent groundwater reduction mandate. The system initially provided landscape irrigation water supply to the Seabourne Creek Park Sports Complex and Master Naturalist areas, but the distribution system has been expanded to provide reclaimed water to the B.F. Terry High School complex to meet their irrigation needs as well.

Also included is responsibility for providing proper treatment of all wastewater received from the collection system and monitoring of plant effluent discharges in accordance with state and federal requirements. Included within the activities are the operation and maintenance of the City's three (3) wastewater treatment plants that process the collected wastewater and perform required or as needed analysis for various local, state and federal regulatory agencies. The City outsources with a private company to operate and maintain the three (3) Wastewater Treatment plants.

Lastly, the Utilities Department also plays a key role in the emergency management plan with responsibilities to maintain compliance with TCEQ rules and regulations. This includes maintaining minimum potable water pressure at all times and keeping the wastewater collection system operational, while preventing any unauthorized sanitary sewer overflows; and, maintaining adequate treatment of wastewater at the sewer treatment plants.

Vision Statement:

Provide safe, clean, and reliable utility-related services through superior acquisition, production, treatment, and delivery techniques.

Mission Statement:

The Mission of the Rosenberg Utilities Department is to provide reliable, sustainable water and wastewater related services to the citizens and businesses of the City of Rosenberg while striving for exceptional customer service and environmental stewardship.

Goal: Improve Quality of Life/ Growth Management

Provide an Effective Wastewater Collection Treatment System to Protect Public Health

Strategies:

- Aggressively complete Capital Improvement Projects Plan to replace deteriorated sanitary sewer collection system lines and lift stations to minimize inflow/infiltration (I/I).
 - Eliminate sanitary sewer overflows resulting from I/I.
 - Wastewater Treatment Plant Operations and Maintenance Outsourcing – specialized field, cost effective.
-

Goal: Improve Quality of Life/ Growth Management

Provide Superior Drinking Water

Strategies:

- Comply with Fort Bend Subsidence District mandate to reduce groundwater production by October 01, 2016 deadline.
- Aggressively complete Capital Improvement Projects necessary to comply with unfunded mandates and sustain local growth.
- Provide water quality that meets or exceeds all federal and state regulatory standards.
- Provide pleasant tasting tap water without tastes, color, or odor. Provide no harmful levels of chemicals, elements or bacteria in the drinking water.
- Provide an adequate sustainable water supply today and for the long term.
- Provide continuous reliable water service during disasters such as in drought and hurricane conditions.
- Maintain adequate pressure for daily use and produce and distribute safe, high quality water for domestic and commercial uses and fire protection.
- Educate the public about water conservation.
- Expand use of reclaimed water to reduce potable water demand.

Goal: Improve Quality of Life/ Growth Management

Utilities - 100% Customer Satisfaction

Strategies:

- Succession planning and cross-training.
 - Inventory and map water and sanitary sewer utility systems.
 - Compliance with TCEQ, EPA, and other regulatory agencies. Perform better than national utility standards.
 - Extend the life of systems and equipment through preventative and predictive maintenance. (Deferred maintenance history).
 - Maintaining reliable operation (24/7/365).
 - Have effective equipment and vehicle replacement programs – Vactor Truck and mini-excavators that can be trailered.
 - Update employee pay scales and incentive pay for licensed individuals to attract and retain high quality employees. Increase minimum training requirements of employees. Train employees on Standard Operating Procedures.
 - Having consolidated, up-to-date and usable emergency management plan.
-

- Centralize facilities – office space needs.
- Build organizational and system capacity to support growing customer base and system expansion.
- Knowing our customers and their expectations and meeting the customer's expectations – additional Customer Service Technician.
- Developing well trained, certified and professional utility staff.
- Using technology to increase productivity and to reduce costs – SCADA.
- Safety first in all our actions.

Personnel Needs

- Customer Service Technician – 2015
- Chief Water Plant Operator – Water Resource Management – 2016
- GIS Technician (Coordinate with the Planning Department) – 2016
- Pretreatment Technician – when mandated by TCEQ
- Utility Crew – 2018

Strategic Plan



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
2	Resolution No. R-1746 – Awarding Bid No. 2014-02 for Grounds Maintenance Services Contract

ITEM/MOTION

Consideration of and action on Resolution No. R-1746, a Resolution awarding Bid No. 2014-02 for Grounds Maintenance Services; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto and all necessary documentation regarding same.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds:

101-1953-540-6240
 501-5054-600-6240

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. Bid Summary Form
2. Proposal
3. Resolution No. R-1746
4. City Council Workshop Meeting Minute Excerpt – 10-22-13

MUD #: N/A

APPROVALS

Submitted by:

Darren McCarthy
 Parks and Recreation Director

Reviewed by:

Exec. Dir. of Administrative Services *gr*
 Asst. City Manager for Public Services *g.m.*
 City Attorney
 City Engineer
 Executive Director of Support Services *ST*

Approved for Submittal to City Council:

Robert Gracia
 City Manager

EXECUTIVE SUMMARY

On Wednesday, March 19, 2014, nine (9) bids were received and reviewed for Grounds Maintenance Services. The services include mowing at the following City locations: Rosenberg City Hall, Rosenberg Police Department, Rosenberg Civic Center, Rosenberg Fire Department Administration Building, Rosenberg Fire Departments No. 1, No. 2 and No. 3, the Rosenberg Cemetery, Water Plants, and Lift Stations. The bid summary form is attached for review.

Staff has checked the references for Original DKC Enterprises, LLC, and has found them to be satisfactory. Should City Council award Bid No. 2014-02 as recommended, the proposal for Original DKC Enterprises, LLC, will be attached to Resolution No. R-1746 as Exhibit "A".

Staff recommends approval of Resolution No. R-1746, awarding Bid No. 2014-02 for a General Services Contract for Grounds Maintenance Services to Original DKC Enterprises, LLC., in the amount of \$40,606.50. The Contract term will be for one (1) year, effective April 09, 2014, to April 10, 2015, for all facilities.

**GROUNDS MAINTENANCE SERVICES
BID NO. 2014-02
BID SUMMARY**

BID NO.	COMPANY	TOTAL BID	CALENDAR DAYS
1.	Original DKC Enterprises, LLC	\$40,606.50	365
2.	Maldonado Nursery and Landscaping	\$60,811.00	365
3.	Landscape Professionals of Texas	\$64,362.00	365
4.	Growth Services, Inc.	\$67,414.00	365
5.	Z Best Lawns	\$70,897.50	365
6.	Earth First Commercial	\$71,044.27	365
7.	Bio Landscape & Maintenance	\$88,596.00	365
8.	The Landscape Specialists	\$96,775.00	365
9.	Rosenberg Tree Service	\$98,150.00	365



March 18, 2014

**Darren McCarthy, Parks
and Recreation Director**

P.O. Box 32
2110 4th Street
Rosenberg, TX 77471-0032

Bid#: 2014-02

Original DKC Enterprises, LLC is a State of Texas certified vendor Service Disabled Veteran Owned Business located at 5330 Griggs Rd., Ste A114, Box 57, Houston, TX 77021. We have been in business for over eighteen (18) years providing Facilities Support Services to organizations such as: Federal Aviation Administration (FAA) at Hobby Airport Houston TX, Department of Veterans Affairs National Cemetery Administration, Soldiers Lot Cemetery, Baxter Springs, KS, Houston Independent School (HISD) and more.

We are capable of providing grounds maintenance services as outlined in published Technical Specifications at frequency listed at amount stated for one (1) base year and one (1) additional year for price given.

Upon award we will reach out to City of Rosenberg's POC and schedule a meeting to discuss contract requirements and service frequency. DKC will draft a service schedule for approval by City of Rosenberg POC and discuss clients immediate concerns. We will let the City POC review our equipment and at this time present them with Material Safety Data Sheets for chemicals and supplies we plan on using.

A work Order will be created and every time we provided a service to one of the agreed upon locations we will have this work order sent to City of Rosenberg POC. Once services have been completed we will ask City of Rosenberg POC to inspect the site. If work meets with POC's approval we will ask him to sign off on the work as "Accepted".

Once work is accepted we will then submit an invoice for payment itemizing the work completed on the project. At a minimum the invoice will reflect: PO#, City of Rosenberg POC, location of work, arrival time of services, Amount of services.

Insurance

Original DKC Enterprises, LLC is insured and carry's Commercial General Liability, Commercial Workers Compensation, and Commercial Automobile. Once awarded project we will have our agent add the City of Rosenberg on our policies as an additional insurer.

Invoicing

Once work has been signed off as accepted as we mentioned prior we will create an invoice with services itemized to include price in rears. DK offers its client a 1% discount off agreed upon price if our invoices are honored within NET 15 days of receipt. This must be agreed upon at contract award.

Summary

DKC appreciate the opportunity to responded to your request for proposal.

Sincerely,
Donna K. Caldwell
Pres & CEO



Original DKC Enterprises LLC

Reference List

Minor Maintenance Projects Less than 25K

Name of Contracting Activity or Customer:	<i>HISD Houston Independent School District</i> 4400 West 18 th Street, Houston, TX 77092
Contract/Purchase Order Number:	Firm Fixed Priced & Indefinite Delivery Indefinite Quantity (IDIQ)
Contract Period of Performance:	January 2010
Contract Value:	\$750,000.00 (To date)
Detailed Description of Services Performed:	Minor Maintenance Projects less than 25K services to include: constructions trades (i.e. carpenters, plumbers, electricians, general labors, dry wall hangers, framers), landscape/grounds maintenance, new installation and restoration services, sidewalk additions, repairs, new installation, hard surface restriping services to include: parking lots, play grounds and warehouse floors, painting, dry erase boards installation and restoration; building of storage sheds to include electrical outlets and lights and approved ADA ramps, modular building demolishing, recycling, general labor, site cleaning and restoration services, installation of fencing to include OSHA approved construction fencing, silt fencing, wood fencing and more. Pull City Permits for as required and disposal of all debris in accordance with COH Policies. Door hardware installation, repair and removal to include emergency doors. Remodeling of restrooms and shower areas in boys and girls locker rooms and gyms across the district to include the resurfacing and replacement of shower and tubs.
Cocontracting Officer or COTR Point of Contact: Phone and E-Mail:	<i>Mr. Darrell Turner</i> 713-556-9303 dturne2@houstonisd.org <i>Mr. Willie Burroughs</i> 713-556-9309 wburroug@houstonisd.org
Project Manager:	Mr. Damion Sterling



Operations and Maintenance

Name of Contracting Activity or Customer:	<i>Department of Interior, U.S. Geological Survey Data Center,</i> 47914 252 nd St., Sioux Falls, SD 57198
Contract/Purchase Order Number:	G10PC00079/G11PD00461 R 3, Firm Fixed Price/ Indefinite Delivery Indefinite Quantity (IDIQ)
Contract Period of Performance:	April 1, 2012 thru Present (Option Year 2)
Contract Value:	\$9,796,400.00



Detailed Description of Services Performed:



Provides the Operations and Maintenance Services at the Earth Resources Observation Systems (EROS) Data Center, Sioux Falls, South Dakota. EROS maintains the world's largest remote sensing archive. DKC provides all management, labor, supervision, administration, and technical support to plan, schedule, coordinate and perform facilities maintenance for the EROS Data Center. The EROS Data Center is the largest owned facility in the U.S. Geological Survey. The Center is the world's most extensive repository of remotely sensed data on the Earth's land surface. The Center is situated in rural South Dakota on 318 acres, with approximately 300,000 square feet of space, housing 30,000 square feet of computer space, 42,000 square feet of film archive and tape library, and is composed of a Main Building, Maintenance Garage, Facility Support Building and Heavy Equipment Building.

DKC provides management duties to include planning, drafting services (CADD), scheduling, cost accounting, implementation of TMA automated work control system, report preparation, design all interior communications systems to include fiber optic cabling and high speed telemetry cabling, implement and maintain a quality control program. We perform operations and preventative maintenance of all heating and cooling systems, computer room package units, chillers, electric heat and pre-heating units, thermostats, mixing boxes, VAV systems, and specialty heating and cooling systems in the photographic laboratory. We operate and maintain all water supply and waste water systems to include waste water treatment utilizing 4 aeration ponds and a fifth evaporation pond, maintain all plumbing, piping, and potable water systems above and below ground to include one 160,000 gallon water tower. DKC also operates, maintains, repairs all government owned lawn and grounds maintenance equipment, trucks, tractors, grader, front-end loader, vans and cars. We install and maintain all interior communications cabling and systems to support satellite systems operations at the EROS center. DKC installs and maintains all interior and outside cabling for the communication and network cabling at the center, all video-conferencing, radio, and paging equipment. We also install and maintain cabling for high-speed communications interfaces, including multiple OC-3 circuits, and disperse, monitor and maintain computerized fuel farm of diesel and gasoline to include 4 underground fuel tanks with over 14,000 gallons of fuel. DKC performs grounds maintenance and snow removal for improved and unimproved grounds for 318 acres utilizing mowers, brush hogs, front-end loader, grader and snow blowers to clear snow from roads



	sidewalks, docks and maintain grounds.
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Mr. Dan Wray, (605)594-6541, wray@usgs.gov
Project Manager:	Mr. Rod Beck

Professional Window Washing

Name of Contracting Activity or Customer:	Department of Veterans Affairs, Michael E. De Bakey Medical Center, 2002 Holcombe Blvd., Houston, TX 77030
Contract/Purchase Order Number:	VA256-P-0991
Contract Period of Performance:	October 1, 2012 thru September 30, 2013 Option Year2
Contract Value	\$236,532.00 Firm Fixed Priced
Detailed Description of Services Performed:	Furnish all personnel, supervision, and other services necessary to clean all windows inside in and out Main Hospital which consist of six (6) floors a 1 million square foot medical facility, all Bus Shelters located on VA Campus, several additional office facilities to include research labs, kennels, gym areas, secured areas and lodging facilities.
	
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Wanda Thomas, Contracting Officer, wanda.thomas2@va.gov ; (713)794-7405
Project Manager:	Mr. Demetrio Luna

Custodial Services Houston National Cemetery

Name of Contracting Activity or Customer:	DEPARTMENT OF VETERANS AFFAIRS National- Cemetery Administration 155 Van Gordon Street, Suite 510, Lakewood CO 80228
Contract/Purchase Order Number:	VA851J25012 - Custodial Services for the Houston National Cemetery – Firm Fixed Priced
Contract Period of Performance:	October 1, 2011 thru September 30, 2012 Option Year 2
Contract Value:	\$250,181.01
Detailed Description of Services Performed:	Provide janitorial services to Administrative Office, Chapel, Hemicycle Restrooms, Maintenance Lunch Room, Maintenance Change Room, Foreman's Office and Maintenance Computer Room. Empty trash cans and replace liners as needed. All floors, including the offices, to be sweep and mopped each visit. Spot clean walls and all vertical surfaces. Glass entrance doors to be cleaned and shined daily. All restrooms and change rooms cleaned daily.
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Garry L. Harris, MBA; Contracting Officer; Garry.Harris3@va.gov Phone: 303 914 5710; Fax: 303 914 5715
Project Manager:	Keith Caldwell



Custodial Services Brazoria County Facilities

Name of Contracting Activity or Customer:	Brazoria County Purchasing Department, 111 E. Locust Street, Bldg. A-29, Suite 100, Angleton, TX 77515
Order Number:	PO#1200651
Contract/Purchase Contract Period of Performance:	October 1, 2011 thru September 30, 2012 Option Year 3
Contract Value:	\$2,727,000.00
Detailed Description of Services Performed:	Janitorial Services for over Forty Five (45) facilities total over 450,245 square feet of office space, public health clinics, tax offices, court houses, jury rooms, warehouse space, maintenance offices, museum, libraries adult and juvenile probation offices and detention centers. DKC provides all supplies to include toilet paper, hard soap, hard roll hand towels, trash liners and chemicals to clean.
	
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Dennis Cleveland, Superintendent of Facilities dennisc@brazoria-county.com ; Phone Number: (979) 864-1567
Project Manager:	Keith Caldwell

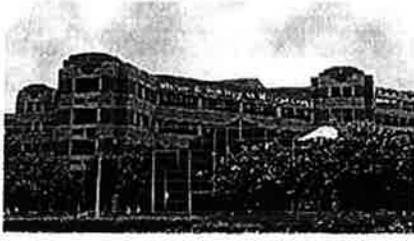
Janitorial Services Contract

Name of Contracting Activity or Customer:	Federal Aviation Administration(FAA), Waco Regional Airport, RR 10, Box 176, Waco, TX 76708
Contract/Purchase Order Number:	DTFACN-12-C-00053
Contract Period of Performance:	October 1 thru September 30, 2013 Option Year 2
Contract Value	\$55,000.00 Firm Fixed Priced
Detailed Description of Services Performed:	Provide professional janitorial services to FAA at Waco, TX Regional Airport areas included area: Airways Facilities and Air Traffic Offices, Equipment Rooms, TROCON Room, Air Traffic Control Tower Cab, Halls, stairways, and landings, Employee, break rooms, locker rooms and restrooms. Services include: annual stripping & waxing, removal of trash, cleaning of kitchen appliances, sweeping and mopping of floors, buffing floors, cleaning of cab glass monthly to include shades.
	
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Patricia Dingler, Contracting Officer, Office Number: (817)222-4393, patricia.dingler@faa.gov
Project Manager:	Mr. Buck Rogers

Minor Maintenance/Handyman Contract

Name of Contracting Activity or Customer:	Department of Veterans Affairs, Michael E. De Bakey Medical Center, 2002 Holcombe Blvd., Houston, TX 77030
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Contract/Purchase Order Number:	PO#: R11803
Contract Period of Performance:	October 1, 2012 thru September 30, 2013 Option Year2
Contract Value:	\$236,532.00 Firm Fixed Priced
Detailed Description of Services Performed:	Sub floor repairs, exhaust fan maintenance, VCT flooring installation, repair and removal; roof repair; electrical repairs; HVAC maintenance and repair; appliance repair and install; door repair and installation to include emergency exits; grout repair, interior and exterior painting; ceiling tile repairs and installation, light bulb changing services; pressure washing services and more
	
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	William Aguilar, Contracting Officer, 794-7405
Project Manager:	Mr. Demetrio Luna

Locksmith Services Contract

Name of Contracting Activity or Customer:	<i>Texas Department of Health and Human Services, 5425 Polk Str., St 250, Houston, TX 77023</i>
Contract/Purchase Order Number:	PO#: 52900-3-000067476
Contract Period of Performance:	October 1, 2012 thru September 30, 2013 Base Year
Contract Value	\$30,000.00 Firm Fixed Priced -- (IDIQ)
Detailed Description of Services Performed:	Provide Professional Locksmith Services to all HHSC facilities and partnering agencies Region 6. Services include recoding Simplex Locking systems, Providing replacement keys, installing new locks as requested.
	
Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Tracee Glaze-Williamson, Contracting Officer, 713-767-2420; Tracee.Williamson@hhsc.state.tx.us
Project Manager:	Mr. Damion Sterling

Handyman Services Contract

Name of Contracting Activity or Customer:	<i>Texas Department of Health and Human Services, 5425 Polk Str., St 250, Houston, TX 77023</i>
Contract/Purchase Order Number:	PO#: 52900-3-000067476
Contract Period of Performance:	October 1, 2012 thru September 30, 2013 Base Year
Contract Value	\$20,000.00 Firm Fixed Priced -- (IDIQ)
Detailed Description of Services Performed:	Provide Professional Handyman Services to all HHSC facilities and partnering agencies Region 6. Services include: minor repair of office furniture, flooring repair and installation services, installation of solar shades, painting services, carpentry services, general labor services and more.
	



Original DKC Enterprises, LLC

"A Global Facilities Support Services Company"

Contracting Officer or COTR Point of Contact, Phone, and E-Mail:	Tracee Glaze-Williamson, Contracting Officer, 713-767-2420; Tracee.Williamson@hhsc.state.tx.us
Project Manager:	Mr. Damion Sterling

5330 Griggs Rd., St. A114, Box 57
Houston, TX 77021
(713)523-1202(Office) ;(713)523-1312(Fax)
dkc2004us@yahoo.com
www.dkcenterprisesL.com

Original DKC Enterprises LLC

is duly registered as a

Small Business Enterprise

Effective Date: *1/9/2013*

Expiration Date: *12/31/2013*



A handwritten signature in cursive script, reading 'Gilda Ramirez', is written over a horizontal line.

Vice President, Small Business Development Division



Annise D. Parker,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Original DKC Enterprises, LLC

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 13-10-1243

- NAICS-236118: CONSTRUCTION MANAGEMENT, RESIDENTIAL REMODELING
- NAICS-561622: LOCKSMITHS
- NAICS-561720: JANITORIAL SERVICES
- NAICS-561720: WINDOW CLEANING SERVICES
- NAICS-561730: LANDSCAPE CARE AND MAINTENANCE SERVICES

October 31, 2014

Anniversary Date

October 31, 2016

Expiration Date

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program. This certificate is renewed annually.



Annise D. Parker,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Original DKC Enterprises, LLC

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 13-10-12430

NAICS-236118: CONSTRUCTION MANAGEMENT, RESIDENTIAL REMODELING
NAICS-561622: LOCKSMITHS
NAICS-561720: JANITORIAL SERVICES
NAICS-561720: WINDOW CLEANING SERVICES
NAICS-561730: LANDSCAPE CARE AND MAINTENANCE SERVICES

October 31, 2014

Anniversary Date

October 31, 2016

Expiration Date

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWBE program. This certificate is renewed annually.



CITY OF HOUSTON

Office of Business Opportunity



Annise D. Parker,
Mayor

Original DKC Enterprises, LLC

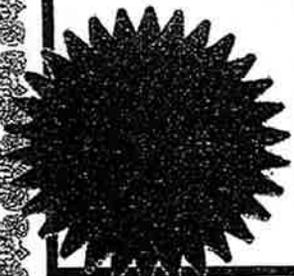
is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

Certification Number: 13-10-12430

- NAICS-238118: CONSTRUCTION MANAGEMENT, RESIDENTIAL REMODELING
- NAICS-561622: LOCKSMITHS
- NAICS-561720: JANITORIAL SERVICES
- NAICS-561720: WINDOW CLEANING SERVICES
- NAICS-561730: LANDSCAPE CARE AND MAINTENANCE SERVICES



Anniversary Date:

October 31, 2014

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program. This certificate is renewed annually.



U.S. Small Business Administration

Houston District Success Story

DKC Enterprises



Donna Caldwell

DKC Enterprises, originally started as a means to supplement income, has grown into a successful company with over twelve years of experience offering customized facilities support from janitorial services, landscaping, electrical, plumbing, carpentry, and other handyman type services. DKC had a very humble beginning, recalls president and owner Donna Caldwell.

Service disabled veteran, Caldwell, had difficulty finding employment after her discharge from the US Air Force in 1992. After a few months of minimum wage jobs, Caldwell landed a job at Syscom Development Inc. a minority owned company that supported Lockheed at NASA Johnson Space Center. Here she honed her skills in government contracting, mentoring, and certifications. In need of extra cash, Caldwell purchased \$40 worth of cleaning products and a vacuum cleaner and worked part time cleaning houses for realtors. After being laid off from Syscom Development two years later, Caldwell devoted full time to her janitorial business.

Through a contact, Caldwell learned about an opportunity to bid with the Michael E DeBakey VA Medical Center. She bid on the job and was awarded her very first government contract. DKC currently holds four contracts with the VA Medical Center. Upon realizing that the building she offices was located in a HUB Zone, she researched the HUB Zone program and was later certified as a HUB Zone by the U.S. Small Business Administration. Soon after, DKC landed their first Total HUB Zone contract with the U.S. Corp of Engineers Division Fort Worth. They also hold two small business contracts with the Federal Aviation Administration and support the General Services Administration (GSA) at Hobby Airport on a Total Hub Zone contract.

DKC was on a successful growth path but was interrupted when Hurricane Ike ravaged the Texas gulf coast last fall creating problems for many Texas residents. DKC's office was without electricity for two weeks. Caldwell applied and was approved for an SBA Economic Injury Disaster program loan. Even with this setback, Caldwell is determined to persevere and focus on success. "DKC is focused on consistent success through proven results, innovation and the relentless pursuits of fulfilling our client needs," said Caldwell.

Today, DKC is an active member of the National HUB Zone council, whose members meet once a year in Washington DC. They are also active members of the Houston Minority Business Council and the Women's Enterprises Business Alliance. DKC has

successfully completed contracts with the Department of Veteran Affairs, La Marque ISD, GSA, and the United Parcel Service. They employ over twenty dedicated full time people.

Donna Caldwell is a proud advocate for veterans and volunteers her experience and advice to other veterans and service disabled veteran business owners. "I enjoy working with Veteran owned businesses because the same qualities which have enabled them to successfully defend our nation carry over into the business," said Caldwell. Her advocacy and commitment to help veterans led her to win the 2009 Veteran Small Business Champion of the Year award at the SBA Houston District and Regional levels.

DKC Enterprises is located at 5330 Griggs Rd., Ste. A114, Houston, TX 77021.

Is your business successful? Would you like to be featured on our local webpage?

In our efforts to recognize the achievements of small businesses, the Houston District Office features success stories on our website. The small business success stories are selected by the district office, and represent small businesses that have received services from SBA and/or our Resource Partners.

All success stories are entered into our Washington database. Some are featured in our SBA Houston e-Newsletters and are submitted to local newspapers, associations, chambers of commerce, and community newsletters for publication.

To qualify for consideration a small business must meet the following criteria:

1. Receive assistance from SBA or a Resource Partners, i.e., SCORE and Small Business Development Centers (SBDCs)
2. Must be in business minimum of three years
3. Owner must sign Consent Form

If you would like our district office to consider your business for a small business success story, please contact our Public Information Officer at 713-773-6516 or email at Valerie.nguyen@sba.gov. Please note some small businesses may also be included in public officials' speeches.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Original DKC Enterprises, LLC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) 5330 Griggs Rd., Ste A114, Box 57	Requester's name and address (optional)
City, state, and ZIP code Houston, TX 77021	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
4	5	-	2	9	6	7	6	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Signature Here	Signature of U.S. person ▶	Date ▶ 1/8/13
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



BID DOCUMENTS & TECHNICAL SPECIFICATIONS

City of Rosenberg Grounds Maintenance

BID NUMBER: 2014-02

Pre-Bid: Wednesday, March 5, 2014, at 10:00 a.m.

Bid Opening: Wednesday, March 19, 2014, at 10:00 a.m.

**Darren McCarthy, Parks and Recreation Director
P. O. Box 32
2110 4th Street
Rosenberg, Texas 77471-0032
(832)595-3960**

Mayor, Vincent M. Morales, Jr.

COUNCILPERSONS

**William Benton
Cynthia McConathy
Jimmie J. Pena
Susan Euton
Dwayne Grigar
Amanda Bolf**



INVITATION TO BID

**Grounds Maintenance Services Contract for the City of Rosenberg
Bid No. 2014-02**

RETURN BID TO: City of Rosenberg
City Secretary's Office
2110 4th Street
Rosenberg, Texas 77471

The enclosed **INVITATION TO BID (ITB)** and accompanying **SPECIFICATIONS** and **BID SHEET(S)** are for your convenience in bidding the enclosed referenced Grounds Maintenance Services Contract for the City of Rosenberg.

Sealed bids in triplicate shall be received no later than:

10:00 A.M. on Wednesday, March 19, 2014

**MARK ENVELOPE: "BID NO. 2014-02 - Grounds Maintenance Services Contract
for the City of Rosenberg"**

Bidder shall sign and date the bid. Bids which are not signed and dated will be rejected.

All bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable.

Specifications may be obtained from the Parks Office at 3720 Airport Ave., Rosenberg, Texas 77471, between the hours of 8:00 a.m., and 5:00 p.m., Monday through Friday. A Pre-bid Conference will be held on **Wednesday, March 5, 2014, at 10:00 A.M.** at the Parks and Recreation Office, 3720 Airport Ave., Rosenberg, Texas 77471.

The Bid Opening is scheduled for **Wednesday, March 19, 2014, at 10:00 A.M.** at which time the sealed bids will be publicly opened and read. **You are invited to attend.** The City reserves the right to accept or reject any or all bids.

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

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

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

City of Rosenberg
Darren McCarthy
Parks and Recreation Director
Telephone: 832-595-3960

Fax: 832-595-3961

E-mail: darrenm@ci.rosenberg.tx.us

**INVITATION TO BID INSTRUCTIONS
AND TERMS OF CONTRACT**

**City of Rosenberg Grounds Maintenance
Bid No. 2014-02**

The City of Rosenberg will receive sealed bids for:

**Grounds Maintenance Services Contract
for the City of Rosenberg**

TO PROVIDE FOR: the annual contract commencing on **April 9, 2014**, and continuing for a twelve-month period.

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

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

SUBMISSION OF BIDS: Sealed bids, in triplicate, shall be submitted to:

City of Rosenberg
City Secretary's Office
2110 4th Street
Rosenberg, Texas 77471

Not later than 10:00 A.M., on Wednesday, March 19, 2014.

MARK ENVELOPE: "BID NO. 2014-02 Grounds Maintenance Services Contract for the City of Rosenberg."

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

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

LATE BIDS: Bids received in the City Secretary's office after submission deadline will be considered

void and unacceptable. City of Rosenberg is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City Secretary's office shall be the official time of receipt.

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

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

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

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

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

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

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

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

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

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

REFERENCES: City of Rosenberg requests bidder to supply, with this ITB, a list of three (3) references

where like products or services have been supplied by their firm. Include name of firm, address, telephone number and contact name.

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverages set forth below during the term of its agreement with the City.

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limit of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/ \$500,000 by disease aggregate.
3. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Rosenberg accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Rosenberg shall be named as an additional insured with respect to General Liability and Automobile Liability.
2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of the City of Rosenberg shall be contained in the Workers Compensation and all liability policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Rosenberg of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that the City of Rosenberg will receive at least thirty (30) days notice prior to cancellation or non-renewal of the insurance.
6. All insurance policies, which name the City of Rosenberg as an additional insured, must be endorsed

to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
8. Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Rosenberg.
9. Insurance must be purchased from insurers that are financially acceptable to the City of Rosenberg. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:
 1. Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
 2. Shall specifically set forth the notice-of-cancellation or termination provisions to the City of Rosenberg.

A valid certificate of insurance verifying each of the coverage's required above shall be submitted with the Invitation to Bid documents. The certificate of insurance shall be sent to:

City of Rosenberg
City Secretary's Office
2110 4th Street
Rosenberg, Texas 77471

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

ETHICS: The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Rosenberg. More than one (1) proposal on any one (1) contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One (1) or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

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

ADDENDA: Any interpretations, corrections or changes to this Invitation to Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Rosenberg purchasing department. Addenda will be mailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda.

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

DOCUMENTATION: Bidder shall provide with this bid response all documentation required by this

ITB. Failure to provide this information may result in rejection of bid.

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

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or

in part, without the prior written consent of the City of Rosenberg.

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

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



**TECHNICAL SPECIFICATIONS
CITY OF ROSENBERG GROUNDS MAINTENANCE**

ROSENBERG CITY HALL

A. STATEMENT

1. The Rosenberg City Hall is located at 2110 4th Street at the intersection of City Hall Drive and 4th Street.
2. The contractor will maintain all the turf area from the south of City Hall Drive curb to the Dry Creek ditch located on the north side of City Hall and the turf area west of City Hall to the edge of the pavement on the east side of City Hall.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.
4. The City prefers this property be maintained on Fridays throughout the contract period.

B. GENERAL GROUND MAINTENANCE

March through October

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

November through February

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

C. SPECIAL MOWING

The contractor will perform two (2) special mowings, prunings, edging, and weed eating based on the direction of the Parks and Recreation Department. The special work required is associated with holidays or other special occasions, as determined by the Parks and Recreation Department.

D. PRUNINGS AND MULCHING

Trees, shrubs, and ground-cover care:

1. Prune deciduous trees when dormant to promote symmetrical shape in head and remove suckers along trunk when they appear.
2. Prune shrubs and ground-cover as necessary to maintain a neat and maintained appearance at all times.
3. Mulch around all trees and flower beds with hardwood mulch to a depth of at least 2-inches, two (2) times per year.

E. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

F. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

G. FIRE ANT TREATMENT

The contractor shall treat the entire turf area at least twice a year for fire ants. A recommended schedule will be provided to the Parks Supervisor for approval before treatment. The contractor will use Advion ant bait or equal approved insecticide.

H. TRASH CLEANUP

The contractor shall police the entire area each time for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects. All grass clippings should be blown back on to mowed areas. At no time should clippings, pruned material and other foreign objects be blown into storm drains.

I. PUBLIC ACTIVITY

The contractor will provide all materials such as insecticides, fuels and maintenance equipment.

J. SAFETY

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

K. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG POLICE DEPARTMENT

A. STATEMENT

1. The Rosenberg Police Department is located at 2120 4th Street at intersection of City Hall Drive and 4th Street.
2. The contractor will maintain all the turf area within the fenced area, along the curb of City Hall Drive and the frontage of the police facility out to 4th Street. There is also an area outside of the fence on the south side of the property up to and through the small drainage ditch.
3. The contractor shall provide the City with a maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.
4. The contractor shall also maintain the fenced area outside of the Police Chief's office. Arrangements will be made with the Parks Supervisor to obtain access to this area.
5. The City prefers this property be maintained on Fridays throughout the contract period.

B. GENERAL GROUND MAINTENANCE

March through October

1. The contractor will maintain the Police Facility grounds on a 1-week schedule of mowing and weed eating.
 - a) Weed eat all curbs and sidewalks
 - b) Weed eat around all horticulture material
 - c) Weed eat around all objects
 - d) Mow, weed eat and remove weeds from flower beds in the interior of the courtyard.
 - e) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
2. During the hottest and driest part of the season, the contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through February

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

C. PRUNINGS AND MULCHING

Trees, shrubs, and ground-cover care:

1. Prune deciduous trees when dormant to promote symmetrical shape in head and remove suckers along trunk when they appear.
2. Prune shrubs and ground-cover as necessary to maintain a neat and maintained appearance at all times.
3. Mulch around all trees and flower beds with hardwood mulch to a depth of at least 2-inches, two (2) times per year.

D. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

E. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

F. SPECIAL MOWING

The contractor will perform two (2) special mowings, prunings, edging, and weed eating based on the direction of the Parks and Recreation Department. The special work required is associated with holidays or other special occasions.

G. FIRE ANT TREATMENT

The contractor shall treat the entire turf area at least twice a year for fire ants. A recommended schedule will be provided to the Parks Supervisor for approval. The contractor will use Advion ant bait or equal approved insecticide.

H. TRASH CLEANUP

The contractor shall police the entire area each time for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects. All grass clippings should be blown back on to mowed areas. At no time should clippings, pruned material and other foreign objects be blown into storm drains.

I. PUBLIC ACTIVITY

The contractor will provide all materials such as insecticides, fuels and maintenance equipment.

J. SAFETY

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

K. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG CIVIC CENTER

A. STATEMENT

1. The Rosenberg Civic Center (RCC) is located at 3825 Highway 36 South.
2. Contractor shall maintain all turf area of the RCC from the north fence line to Stanley Kucherka Drive and from the east boundary of the edge of pavement on Highway 36 to the east approximately 30' past the rear concrete drive behind the RCC.
3. The same maintenance specifications apply to the street right-of-way as in the RCC grounds.
4. Access to the RCC is the main entrance off Highway 36.
5. Grounds maintenance shall be performed Monday through Friday, 8:00 A.M. to 5:00 P.M. excluding City observed holidays.
6. Contractor shall provide the authorized RCC representative with a maintenance schedule and monthly performance report.
7. Contractor will immediately contact the authorized RCC representative if inclement weather or other RCC activities have materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

1. Contractor will maintain the RCC mowing, weed eating, and edging as follows:
 - a) March through October: once a week
 - b) November through February: every two weeks
2. Each maintenance visit shall include the following:
 - a) Turf mowing
 - i. Contractor will mow entire turf area as outlined above at a height minimum of one-inch with a maximum height of two-inches using a mulching mower. (During the hottest and driest part of the season, contractor will maintain the turf area at a minimum of one-inch with a maximum of two-inches.)
 - ii. No turf clippings to be visible following turf mowing. (Contractor to rake or over-mow to remove turf clippings.)
 - b) Special Mowing
 - i. Contractor will perform two (2) special turf mowings, edging, and weed eating based on the direction of the authorized RCC representative. Special turf mowing/work required could be associated with holidays or other special occasions.

- c) Edging
 - i. Contractor shall maintain well-defined (trenched) lines around trees and crape myrtles. Crape myrtles inside landscaping beds are not to be maintained.
 - ii. NO edging with non-selective herbicide to kill unwanted grasses/weeds is allowed without prior approval of an authorized RCC representative.
 - iii. Contractor will weed eat turf at lawn drains. Contractor shall not utilize non-selective herbicide at lawn drains.
 - iv. Sidewalks and curbing:
 - 1) Contractor shall edge all sidewalks and curbing at each maintenance visit.
 - 2) Contractor shall weed eat all borders including concrete, along fence lines, around trees and other obstacles.
 - 3) Contractor will trim all curbs and sidewalks with weed eaters each visit.
 - 4) Turf trimmings shall be removed by blower or be swept, collected and removed from the RCC property at each maintenance visit.
- d) Edging Planting Beds
 - i. Contractor shall weed eat planting beds and borders at each maintenance visit.
 - ii. Contractor shall not trench around planting beds nor utilize non-selective herbicide to edge around planting beds.
- e) Flower Beds, Shrubs, and Ornamental Trees
 - i. Contractor shall pull weeds of all beds, around trees and French drains in a manner that will not damage any planting material.
 - ii. Contractor shall apply time-release fertilizer two (2) times per year per manufacturer instructions. Schedule of application and fertilizer selected must be pre-approved.
 - iii. Contractor shall apply pre-emergent two (2) times per year per manufacturer instructions. Schedule of application and pre-emergent must be pre-approved.
 - iv. Trim all bushes and shrubs to maintain uniform appearance two (2) times per year (spring and fall).
- f) Weed Eating
 - i. Weed eat around all horticulture material.
 - ii. Weed eat around all objects including but not limited to flower beds, trees and French drains, building gutters, playground fencing and chiller enclosure.
- g) Blowing

Turf trimmings shall be removed by blower or be swept, collected and removed from RCC property. At no time should any turf trimmings be blown or swept into storm sewers or into the chiller enclosure area. Pavement and work areas should be kept clean and in orderly condition during maintenance operations.

C. MULCH

Contractor will add to all flower beds, shrubs, ornamental trees and other plants a layer of hardwood mulch to a depth of two (2) inches minimum. Mulch will be added two (2) times per year as instructed.

D. FIRE ANT TREATMENT

Contractor shall treat entire RCC grounds at least two (2) times per year for fire ants. Contractor shall provide a recommended schedule to the authorized RCC representative for approval. Contractor will use Advion ant bait or equal approved insecticide.

E. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

F. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

G. TRASH CLEAN UP

1. Contractor shall police entire RCC area for loose trash and vandalism.
2. Contractor shall report vandalism to an authorized RCC representative.
3. It is the contractor's responsibility to remove and dispose of trash, materials, and any other foreign objects collected from the RCC grounds.
4. At no time should clippings, prunings and other foreign objects be blown into storm drains.

H. PRUNING

Contractor shall prune the fence line at least twice a year.

I. ROADS AND DRAINAGE

Contractor is not responsible for the roads or drainage within the RCC.

J. PUBLIC ACTIVITY

1. Contractor will report any acts of vandalism, complaints received or undesirable activities observed within the RCC grounds to an authorized RCC representative.
2. Contractor will provide all materials such as insecticides, fuels, and maintenance equipment.
3. Contractor will have at least one (1) employee who is bilingual in English and Spanish when performing each maintenance visit at the RCC.
4. Contractor will be responsible for keeping landscape maintenance site as to not interfere with the safety of Rosenberg Civic Center staff, City of Rosenberg employees, clients of and users of the Rosenberg Civic Center.

K. SAFETY

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

L. CONTACT PERSONNEL

Carolyn Kagy, Civic Center Manager
Contact Phone: (832) 595-3520

ROSENBERG CEMETERY

A. STATEMENT

1. The Rosenberg Cemetery is located at 1401 Avenue D in the north part of the City.
2. The cemetery is 470-feet wide and 850-feet long (9.17 acres). The contractor will maintain all the turf area running from the edge of the pavement on Avenue D to the north end of the cemetery to 10-feet past the shrubs.
3. The same maintenance specifications apply to the street right-of-way as in the cemetery.
4. The cemetery located immediately west of the 850-foot property line is owned by Our Lady of Guadalupe Catholic Church. These specifications do not apply to this private cemetery. Access to the cemetery is the main road through Rosenberg Cemetery.
5. The Contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather or other cemetery activities (such as funerals) have materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

March through October

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

November through February

The contractor will maintain the cemetery on a 4-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, and d above.

C. SIDEWALKS AND CURBING

The contractor shall edge all sidewalks and curbing once every 4-weeks. The contractor will trim all curbs and sidewalks with weed eaters when not performing the month edging schedule. Grass trimmings shall be removed by blower or be swept.

D. SPECIAL MOWING

The contractor will perform two (2) special mowings, prunings, edging, and weed eating based on the direction of the Parks Supervisor. The special work required is associated with holidays (Easter, Veteran's Day, and Memorial Day) or other special occasions.

G. FIRE ANT TREATMENT

The contractor shall treat the entire cemetery at least twice per year for fire ants. A recommended schedule will be provided to the Parks Supervisor for approval. The contractor will use Advion ant bait or equal approved insecticide.

H. TRASH CLEANUP

1. The contractor shall police the entire cemetery for loose trash and vandalism. The contractor will be responsible for emptying the trash receptacles every two (2) weeks (March–October) and every four (4) weeks (November – February).
2. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects after every mowing.
3. All grass clippings should be blown back on to mowed areas. At no time should clippings, pruned material and other foreign objects be blown into storm drains.

I. PRUNING

The contractor shall prune the fence line, shrubbery and trees at least twice a year.

J. ROADS AND DRAINAGE

The contractor is not responsible for the roads or drainage within the cemetery.

K. PUBLIC ACTIVITY

1. The contractor will report any acts of vandalism, complaints received or undesirable activities observed within the cemetery.
2. The contractor will provide all materials such as insecticides, fuels and maintenance equipment.
3. The contractor must have at least one (1) employee who is bilingual in English and Spanish when performing work in the cemetery.

L. SAFETY

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

M. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG FIRE DEPARTMENT STATION NO. 1

A. STATEMENT

1. The Rosenberg Fire Department Station No. 1 is located at 1021 4th Street at the intersection of Avenue I and 4th Street.
2. The contractor will maintain all the turf area from the east edge of 4th Street to the alley and turf area south of the curb stops to north of the curb of Avenue I.
3. The contractor shall provide the City with an acceptable maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUND MAINTENANCE

March through October

1. The contractor will maintain the Rosenberg Fire Department Station No. 1 grounds on a 1-week schedule of mowing and weed eating.
 - a) Weed eat all curbs and sidewalks
 - b) Weed eat around all horticulture material
 - c) Weed eat around all objects
 - d) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
 - e) Weed eat the fenced – in area of radio tower
2. During the hottest and driest part of the season, the contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through February

The contractor will maintain the Fire Station No. 1 grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, d and e above.

C. SPECIAL MOWING

The contractor will perform two (2) special mowings, prunings, edging, and weed eating based on the direction of the Parks and Recreation Department. The special work required is associated with holidays or other special occasions.

D. FIRE ANT TREATMENT

The contractor shall treat the entire turf area at least twice a year for fire ants. A recommended schedule will be provided to the Director of Parks and Recreation for approval. The contractor will use Advion ant bait or equal approved insecticide.

E. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

F. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

G. TRASH CLEANUP

The contractor shall police the entire area each time for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects. All grass clippings should be blown back on to mowed areas. At no time should clippings, pruned material and other foreign objects be blown into storm drains.

H. PUBLIC ACTIVITY

The contractor will provide all materials such as insecticides, fuels and maintenance equipment.

i. SAFETY

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

J. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG FIRE DEPARTMENT STATION NO. 2

A. STATEMENT

1. The Rosenberg Fire Department Station No. 2 is located at 5320 Reading Road.
2. The contractor will maintain all the turf area west of Reading Road to one (1) mower width between back fence and retention pond and one (1) mower width past the north fence to two (2) mower widths past the south fence.
3. The contractor shall provide the City with a maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUND MAINTENANCE

March through October

1. The contractor will maintain the Rosenberg Fire Department Station No. 2 grounds on a 1-week schedule of mowing and weed eating.
 - a) Weed eat all curbs and sidewalks
 - b) Weed eat around all horticulture material
 - c) Weed eat around all objects
 - d) Weed eat and remove weeds from flower beds
 - e) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
2. During the hottest and driest part of the season, the contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through February

The contractor will maintain the Fire Station No. 2 grounds on a 2-week schedule of mowing, edging and weed eating. Refer to the items a, b, c, d and e above.

C. PRUNINGS AND MULCH

Trees, shrubs, and ground-cover care:

Prune shrubs and ground-cover as necessary to maintain a neat and maintained appearance at all times. Add at least two (2) inches depth of hardwood mulch in the spring and in the fall around the flower bed areas.

D. SPECIAL MOWING

The contractor will perform two (2) special mowings, prunings, edging, and weed eating based on the direction of the Parks and Recreation Department. The special work required is associated with holidays or other special occasions.

E. FIRE ANT TREATMENT

The contractor shall treat the entire turf area at least twice a year for fire ants. A recommended schedule will be provided to the Director of Parks and Recreation for approval. The contractor will use Advion ant bait or equal approved insecticide.

F. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

G. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

H. TRASH CLEANUP

The contractor shall police the entire area each time for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects. All grass clippings should be blown back on to mowed areas. At no time should clippings, pruned material and other foreign objects be blown into storm drains.

I. PUBLIC ACTIVITY

The contractor will provide all materials such as insecticides, fuels and maintenance equipment.

ii. SAFETY

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

K. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG FIRE DEPARTMENT STATION NO. 3

A. STATEMENT

1. The Rosenberg Fire Department Station No. 3 is located on the corner of August Green Drive and F.M. Highway 2977.
2. Contractor shall maintain all turf areas of Station No. 3 from August Green Drive to the southern property line.
3. The same maintenance specifications apply to the street right-of-ways as in the Rosenberg Civic Center specifications.
4. Access to Station No. 3 is the main entrance off of August Green Drive.
5. Grounds maintenance crews must be observant of Station No. 3 emergency activity and stay clear of all emergency vehicle traffic.
6. Contractor shall provide the Parks Supervisor with a maintenance schedule and monthly performance report.
7. Contractor will immediately contact the Parks Supervisor if inclement weather or other emergency activities have materially affected the maintenance schedule.
8. The Fire Station No. 3 entry landscape reserve sign area and all right-of-way setback areas are tentatively scheduled to be mowed as part of an HOA contract. Please indicate a bid-alternate to maintain this area.
9. **This station will not need Grounds Maintenance as part of this contract until May 1, 2014.**

B. GENERAL GROUNDS MAINTENANCE

1. Contractor will maintain the Station No. 3 mowing, weed eating, and edging as follows:

March through October: once a week
November through February: every two weeks

2. Each maintenance visit shall include the following:

a) Turf mowing

- i. Contractor will mow entire turf area as outlined above at a height minimum of one-inch with a maximum height of two-inches using a mulching mower. (During the hottest and driest part of the season, contractor will maintain the turf area at a minimum of one-inch with a maximum of two-inches.)
- ii. No turf clippings to be visible following turf mowing. (Contractor to rake or over-mow to remove turf clippings.)

b) Special Mowing

- i. Contractor will perform two (2) special turf mowings, edging, and weed eating based on the direction of the Parks Supervisor. Special turf mowing/work required could be associated with holidays or other special occasions.

c) Edging

- i. Contractor shall maintain well-defined (trenched) lines around trees and crape myrtles. Crape myrtles inside landscaping beds are not to be maintained.
- ii. NO edging with non-selective herbicide to kill unwanted grasses/weeds is allowed without prior approval of the Parks Supervisor.
- iii. Contractor will weed eat turf at lawn drains. Contractor shall not utilize non-selective herbicide at lawn drains.

d) Sidewalks and curbing:

- i. Contractor shall edge all sidewalks and curbing at each maintenance visit.
- ii. Contractor shall weed eat all borders including concrete, along fence lines, around trees and other obstacles.
- iii. Contractor will trim all curbs and sidewalks with weed eaters each visit.
- iv. Turf trimmings shall be removed by blower or be swept, collected and removed from Station No. 3 property at each maintenance visit.

e) Edging Planting Beds

- i. Contractor shall weed eat planting beds and borders at each maintenance visit.
- ii. Contractor shall not trench around planting beds nor utilize non-selective herbicide to edge around planting beds.

f) Flower Beds, Shrubs, and Ornamental Trees

- i. Contractor shall pull weeds of all beds, around trees and drains in a manner that will not damage any planting material.
- ii. Contractor shall apply time-release fertilizer two (2) times per year per manufacturer instructions. Schedule of application and fertilizer selected must be pre-approved.
- iii. Contractor shall apply pre-emergent two (2) times per year per manufacturer instructions. Schedule of application and pre-emergent must be pre-approved.
- iv. Trim all bushes and shrubs to maintain uniform appearance two (2) times per year (spring and fall).

g) Weed Eating

- i. Weed eat around all horticulture material.
- ii. Weed eat around all objects including but not limited to flower beds, trees and drains, building gutters, and chiller enclosure.

h) Blowing

Turf trimmings shall be removed by blower or be swept, collected and removed from Station No. 3. At no time should any turf trimmings be blown or swept into storm sewers or into the chiller enclosure area. Pavement and work areas should be kept clean and in orderly condition during maintenance operations.

C. MULCH

Contractor will add to all flower beds, shrubs, ornamental trees and other plants a layer of hardwood mulch to a depth of two (2) inches minimum. Mulch will be added two (2) times per year as instructed.

E. FIRE ANT TREATMENT

Contractor shall treat entire Station No. 3 grounds at least two (2) times per year for fire ants. Contractor shall provide a recommended schedule to the Parks Supervisor for approval. Contractor will use Advion ant bait or equal approved insecticide.

E. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

F. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

G. TRASH CLEAN UP

1. Contractor shall police Station No. 3 for loose trash and vandalism.
2. Contractor shall report vandalism to the Parks Supervisor.
3. It is the contractor's responsibility to remove and dispose of trash, materials, and any other foreign objects collected from Station No. 3 grounds.
4. At no time should clippings, prunings and other foreign objects be blown into storm drains.

H. PUBLIC ACTIVITY

1. Contractor will provide all materials such as insecticides, fuels, and maintenance equipment.
2. Contractor will have at least one (1) employee who is bilingual in English and Spanish when performing each maintenance visit at Station No. 3.
3. Contractor will be responsible for keeping the landscape maintenance site as to not interfere with the safety of their own staff, City of Rosenberg employees, and citizens of Rosenberg.

K. SAFETY

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

L. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG FIRE ADMINISTRATION BUILDING

A. STATEMENT

1. The Rosenberg Fire Administration Building is located at 1012 5th Street.
2. Contractor shall maintain all turf area west of 5th Street to the alley and turf area from the hedges on the north side of building to concrete area on south side of building.
3. The contractor shall provide the City with a maintenance schedule and monthly performance report. The contractor will immediately contact the Parks and Recreation Department if inclement weather has materially affected the maintenance schedule.

B. GENERAL GROUNDS MAINTENANCE

March through October

1. The contractor will maintain the Rosenberg Fire Administration Building grounds on a 1-week schedule of mowing and weed eating.
 - a) Weed eat all curbs and sidewalks
 - b) Weed eat around all horticulture material
 - c) Weed eat around all objects
 - d) Weed eat and remove weeds from flower beds in front of Administration Building
 - e) Mow the entire area at a height minimum of one-inch with a maximum of two inches
2. During the hottest and driest part of the season, the contractor will maintain the grass at a minimum of one-inch with maximum of two-inches.

November through February

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

C. PRUNINGS AND MULCH

Trees, shrubs, and ground-cover care:

Prune shrubs and ground-cover as necessary to maintain a neat and maintained appearance at all times. Add at least two (2) inches depth of hardwood mulch in the spring and in the fall around the flower beds areas.

D. SPECIAL MOWING

The contractor will perform two (2) special mowings, prunings, edging, and weed eating based on the direction of the Parks and Recreation Department. The special work required is associated with holidays or other special occasions.

E. FIRE ANT TREATMENT

The contractor shall treat the entire turf area at least twice a year for fire ants. A recommended schedule will be provided to the Parks Supervisor for approval. The contractor will use Advion ant bait or equal approved insecticide.

F. FERTILIZATION SCHEDULE

The contractor shall treat the entire turf area at least (3) three-times a year (spring, summer, fall) according to soil samples collected by the contractor.

G. HERBICIDE SCHEDULE

The contractor shall treat the entire turf area once in the spring with pre-emergent and once in the fall. Post-emergent treatment shall take place twice a year. Schedule must be approved by the Parks Supervisor before application.

H. TRASH CLEANUP

The contractor shall police the entire area each time for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruned material and other foreign objects. All grass clippings should be blown back on to mowed areas. At no time should clippings, pruned material and other foreign objects be blown into storm drains.

I. PUBLIC ACTIVITY

The contractor will provide all materials such as insecticides, fuels and maintenance equipment.

J. SAFETY

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

K. CONTACT PERSONNEL

Paul Rodgers, Parks Supervisor, 832-595-3938 or 832-256-3518
E-mail: paulr@ci.rosenberg.tx.us

ROSENBERG WATER PLANTS

A. FACILITY LOCATIONS:

1. The Rosenberg Water Plants are located at:
 - 1a) Water Plant #1, 2218 Avenue G
 - 2a) Water Plant #2, 1415 Alamo Street
 - 3a) Water Well Site in Travis Park, 1415 Alamo Street
 - 4a) Water Plant #3, 1024 Grunwald Heights
 - 5a) Water Tower #3, 2214 Ruby Street
 - 6a) Water Plant #4, 3720 Airport Avenue Rear
 - 7a) Water Plant #5, 401 Cottonwood Church Road
 - 8a) Water Plant #6, 7075 Reading Road
 - 9a) Water Plant #7, 4926 Oak Briar Lane
 - 10a) Water Tower #6, FM 2977 & August Green Drive Rear (0.5 acres behind Fire Station No. 3)
2. The contractor will maintain all the turf area.
3. **The contractor shall provide the City with an acceptable maintenance schedule and MANDATORY MONTHLY PERFORMANCE REPORT. The contractor will immediately contact the Utilities Department if inclement weather has materially affected the maintenance schedule.**

B. GENERAL GROUND MAINTENANCE

1. Schedule / Frequency of Services:
 - a) February 1st through October 31st: The contractor will maintain the Water Plant grounds by mowing and weed eating twice a month at or close to fifteen (15) day intervals.
 - b) November 1st through January 31st: The contractor will maintain the Water Plant grounds by mowing and weed eating once per month, at or close to thirty (30) day intervals.
 - c) The contractor shall provide up to two (2) additional mowing and weed eating services described in this Section as a part of the lump sum bid. The contractor shall perform these services within forty-eight (48) hours after verbal or email notification from the City.
2. The contractor will mow the grass at a minimum of one-inch with a maximum of two-inches at each service visit.
3. The contractor will maintain the Water Plant grounds by mowing, edging, and weed eating at the intervals in item #1 above. Services shall include the following tasks:
 - a) Weed eat all curbs and sidewalks

- b) Weed eat around all horticulture material
 - c) Weed eat around all objects
 - d) Mow the entire area at a height minimum of one-inch with a maximum of two-inches
 - e) Weed eat and mow outside of all perimeter fences at least six (6) feet where applicable
 - f) Trim trees and shrubs as needed
4. The contractor will cut, prune, and remove from site all tree limbs, bushes, and shrubs to ensure proper cut of turf. No grass clippings, leaves, trash, or debris will be blown or left on any public street or in any curb.
5. No chemicals are to be used on these sites for weed control, edging, or growth regulation.

C. TRASH CLEAN-UP

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

D. CONTRACTOR RESPONSIBILITY

The contractor shall provide all materials such as fuels and maintenance equipment. The contractor shall be solely responsible for any damage that may occur to his equipment while performing this contract and will not hold the City responsible even in the event the City is negligent.

E. SAFETY

1. The contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal Safety Laws. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with guards, safe walkways, ladders, bridges, gang planks and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the contractors acting at his discretion as an independent contractor.
2. The contractor shall keep and maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while prosecuting the work. The contractor shall be responsible to promptly pick up and properly dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with Federal and State laws.

F. CONTACT PERSONNEL

Kevin Williams, Utilities Superintendent, 832-595-3583
E-mail: kevinw@ci.rosenberg.tx.us

ROSENBERG LIFT STATIONS

A. FACILITY LOCATIONS:

1. The Rosenberg Lift Stations are located at:
 - 1a) Lift Station #1, 1820 3rd Street
 - 2a) Lift Station #2, 3600 Avenue F
 - 3a) Lift Station #3, 1002 Wilson Street (rear)
 - 4a) Lift Station #4, 1814 Jones Street
 - 5a) Lift Station #5, 1115 Avenue D
 - 6a) Lift Station #7, 2615 Mons Avenue
 - 7a) Lift Station #8, 3102 West Street
 - 8a) Lift Station #9, 2311 Avenue B
 - 9a) Lift Station #10, 1911 Avenue A
 - 10a) Lift Station #11, 2809 FM 2218 – B. F. Terry Boulevard
 - 11a) Lift Station #14, 2811 Airport Avenue
 - 12a) Lift Station #15, 2119 Avenue B
 - 13a) Lift Station #16, 1900 FM 2218
 - 14a) Lift Station #17, 100 Rude Road
 - 15a) Lift Station #18, 451 Highway 36 West
 - 16a) Lift Station #19, 5630 Bryan Road
 - 17a) Lift Station #20, 3301 Vista Drive
 - 18a) Lift Station #21, Spur 529
 - 19a) Lift Station #22, 2102 1st Street
 - 20a) Lift Station #23, 1302 Cottonwood School Road
 - 21a) Lift Station #24, 7707 Reading Road
 - 22a) Lift Station #25, 2230 ½ J. Meyer Road
 - 23a) Lift Station #27, 6801 Reading Road
2. The contractor will maintain all the turf area within the fenced area.
3. **The contractor shall provide the City with a maintenance schedule and MANDATORY MONTHLY PERFORMANCE REPORT. The contractor will immediately contact the Utilities Department if inclement weather has materially affected the maintenance schedule.**

B. GENERAL GROUND MAINTENANCE

1. Schedule / Frequency of Services:
 - a) February 1st through October 31st: The contractor will maintain the Lift Station grounds by mowing and weed eating twice a month at or close to fifteen (15) day intervals.
 - b) November 1st through January 31st: The contractor will maintain the Lift Station grounds by mowing and weed eating once per month, at or close to thirty (30) day intervals.
 - c) The contractor shall provide up to two (2) additional mowing and weed eating services described in this Section as a part of the lump sum bid. The contractor shall

perform these services within forty-eight (48) hours after verbal or email notification from the City.

2. The contractor will mow the grass at a minimum of one-inch with a maximum of two-inches at each service visit.
3. The contractor will maintain the Lift Station grounds by mowing, edging, and weed eating at the intervals in item #1 above. Services shall include the following tasks:
 - a) Weed eat all curbs and sidewalks
 - b) Weed eat around all horticulture material
 - c) Weed eat around all objects
 - d) Mow the entire area to a minimum of one-inch with a maximum of two-inches
 - e) Weed eat and mow outside of all perimeter fences at least six (6) feet where applicable
 - f) Trim trees and shrubs as needed
4. The contractor will cut, prune and remove from site all tree limbs, bushes and shrubs to ensure proper cut of turf. No grass clippings, leaves, trash or debris will be blown or left on any public street, or in any curb.
5. No chemicals are to be used on these sites for weed control, edging or growth regulating.

C. TRASH CLEANUP

The contractor shall police the entire area for loose trash. It is the responsibility of the contractor to remove and dispose of trash, pruning and other foreign objects.

D. CONTRACTOR RESPONSIBILITY

The contractor shall provide all materials such as fuels and maintenance equipment. The contractor shall be solely responsible for any damage that may occur to his equipment while performing this contract and will not hold the City responsible even in the event the City is negligent.

E. SAFETY

1. The contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal Safety Laws. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with guards, safe walkways, ladders, bridges, gang planks and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the contractors acting at his discretion as an independent contractor.
2. The contractor shall keep and maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing work. The contractor shall be responsible to promptly pick up and properly dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with Federal and State Laws.

F. CONTACT PERSONNEL

Kevin Williams, Utilities Superintendent, 832-595-3583.
E-mail: kevinw@ci.rosenberg.tx.us

Bid Proposal

Ground Maintenance of Rosenberg City Hall, Rosenberg Police Department, Rosenberg Civic Center, Rosenberg Cemetery, Rosenberg Fire Station No. 1, Rosenberg Fire Station No. 2, Rosenberg Fire Station No. 3, Rosenberg Fire Administration Building, Rosenberg Water Plants and Rosenberg Lift Stations.

A Pre-Bid Conference has been set up for Wednesday, March 5, 2014 @ 10:00 a.m., at the Parks and Recreation Department, located at 3720 Airport Avenue, Rosenberg, Texas 77471. **Completed written bids must be received by 10:00 a.m. on Wednesday, March 19, 2014.** Mailing address is:

BID NO. 2014-02, Grounds Maintenance Services Contract for the City of Rosenberg
P.O. Box 32
Rosenberg, TX 77471-0032.

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

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

LOCATION	Quote
	1 Year, with an option for an additional 1 Year at the same price
Rosenberg City Hall	\$ 3691.50
Rosenberg Police Department	\$ 3691.50
Rosenberg Civic and Convention Center	\$ 3691.50
Rosenberg Cemetery	\$ 3691.50
Rosenberg Fire Station No. 1	\$ 3691.50
Rosenberg Fire Station No. 2	\$ 3691.50
Rosenberg Fire Station No. 3	\$ 3691.50
Rosenberg Fire Administration Building	\$ 3691.50
Rosenberg Water Plants	\$ 3691.50
Rosenberg Lift Stations	3691.50
Bid Alternate Fire Station No. 3 Landscape Areas	\$ 3691.50
LUMP SUM TOTALS (without alternate)	\$ 40,606.50

ACCEPTANCE OF WRITTEN QUOTES:

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

DATE: MAR 18, 14
BIDDER: ORIGINAL NLC ENTERPRISES LLC

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

BY: 
NAME: Deborah S. Gadsden
TITLE: Vice Pres + COO

Company's Name
BY: 
Signature

Donna K. Caldwell
Printed or Typed Name

5330 GIGGS Rd Ste 107, Box 57
Street Address

Houston, TX 77021
City, State & Zip Code

713.573.1202
Area Code and Phone

BIDDER CERTIFICATION

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

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

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

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: ORIGINAL LLC ENTERPRISES LLC

AGENTS NAME: DONNA K. CALDWELL

AGENTS TITLE: PAES & CEO

MAILING ADDRESS: 5330 GREGG RD STE 107, BOX 57

CITY, STATE, ZIP: HOUSTON, TX 77021

AUTHORIZED SIGNATURE: Donna K. Caldwell

DATE OF BID: MAR 18, 14

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: ORIGINAL DKC ENTERPRISES LLC

BUSINESS STREET ADDRESS: 5330 GIGGS RD SEAPT, BOX 57
HOUSTON TX 77021

BUSINESS MAILING ADDRESS: SAME

BUSINESS TELEPHONE NUMBER: 713 523 1202

BUSINESS FAX NUMBER: 713 523 1312

COUNTY: HARRIS MINORITY OWNED: YES #OF EMPLOYEES 5

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

YEAR EST. 1996 NO. OF YEARS IN BUSINESS 17 FEDERAL ID NO. 45-2964655

NATURE OF BUSINESS: FACILITIES SUPPORT SERVICES

PRINCIPALS:
NAME: DANNA K. CALDWELL TITLE: PRES & CEO

NAME: DEBORAH S. BRADSHAW TITLE: VP & COO

NAME: DAMIAN L. STAZLING TITLE: GENERAL MANAGER

BANK REFERENCE: AMEY BANK OF TEXAS

NAME OF BANK OFFICER: DIANE WOODS

ADDRESS / CITY / STATE / ZIP: 1000 Spring Cypress Rd, Spring TX
77323

PHONE NO. 281 238-7101

BIDDER CUSTOMER / CLIENT REFERENCES

Bidders must establish the firm's work experience and abilities through a minimum of three verifiable clients within the Fort Bend County or Greater Houston area. References must be for clients with two (2) years or more successful service.

- 1. COMPANY NAME: Memorial Service Network III
ADDRESS: 155 VAN GARDON STREET
CITY / STATE / ZIP: DENVER, CO 80225
PHONE NO. (303) 914-5703
LENGTH OF CONTRACT: P.O.'S for Tree Trimming, Seed by Staffed
PROVIDING 4 MORE
NAME OF CONTACT: GENI J. HERRERA

- 2. COMPANY NAME: NCA Contracting Service
ADDRESS: 75 BARRETT HEIGHTS RD, STE 309
CITY / STATE / ZIP: STAFFORD VA 22556
PHONE NO. 540-658-7231
LENGTH OF CONTRACT: 1 BASE 4/1 YR Options
NAME OF CONTACT: KATHERINE TACOVELLI CONTRACT OFFICER

- 3. COMPANY NAME: FEDERAL AVIATION ADMINISTRATION (FAA)
ADDRESS: 8410 LOCKHEED AVE STE 300
CITY / STATE / ZIP: HOUSTON, TX 77061
PHONE NO. 713 847-1431
LENGTH OF CONTRACT: 1 BASE 4/1 YR Options
NAME OF CONTACT: SHARON SIMMONS

SEE ATTACHED CAPABILITIES STATEMENT

OFFICIAL BIDDER'S BOND

THE STATE OF TEXAS

}

} **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF FORT BEND

}

THAT we, Donna K. Caldwell as Principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Rosenberg, Texas, as municipal corporation, in the sum of _____ (an equal to 5% of the greatest amount bid by the bidder to do the work).

The condition of this obligation is as follows:

WHEREAS, the Principal has submitted on or about this date a bid proposal offering to perform the following:

Grounds Maintenance Services for the City of Rosenberg

In accordance with the plans, specifications and terms and conditions related thereto to which reference is hereby made.

NOW, THEREFORE, if the said Principal's offer as stated in the Bid Proposal is accepted by the City, and the said Principal executes and returns to the City the number of original counterparts of the contract required by the City, on the forms prepared by the City, for the work described herein and also executes and returns the same number of the Performance, Payment and Maintenance Bonds, if required, on the forms prepared by the City, in connection with the work described herein, within the time provided in the specifications (such bonds to be executed by a Surety Company authorized to do business in the State of Texas, and having an underwriting limitation in at least the amount of the bond) then this obligation is null and void, otherwise it is to remain in full force and effect.

In the event that the Principal is unable to or fails to perform the obligations undertaken herein, the undersigned Principal and Surety shall be liable to the City of Rosenberg for the full amount of this obligation which is hereby acknowledged as the amount of damages which will be suffered by the City on account of the failure of such Principal to perform such obligations, the actual amount of such damages being difficult to ascertain.

EXECUTED this 17 day of Mar 2014.

[Signature]
Principal
[Signature]
Signature

Printed Name

Title

Surety

Signature

Printed Name

Title

REVIEWED:

CITY ATTORNEY

ATTEST/WITNESS: (SEAL)

[Signature]
Signature

Deborah S. Gadsden
Printed Name

V. Pres + COO
Title

ATTEST/WITNESS: (SEAL)

Signature

Printed Name

Title

THE FOREGOING BOND IS APPROVED AND
ACCEPTED ON BEHALF OF THE CITY OF
ROSENBERG:

Robert Gracia, City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2013

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

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

PRODUCER HEYDARI FINANCIAL GROUP INC 3120 S W Freeway # 218 Houston, TX 77098	CONTACT NAME: -	
	PHONE (A/C No. Ext): (713) 953-0404	FAX (A/C No.): (713) 975-1722
	E-MAIL ADDRESS: ali@heydarifinancial.com	
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Original DKC Enterprises, LLC 5330 Griggs Rd, Suite A114 Houston, TX 77021 713-523-1202	INSURER A: Berkley Assurance Company The Hartford Sentinel Insurance Company	
	INSURER B:	
	INSURER C: Torus Insurance Company	
	INSURER D: Texas Mutual Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			VUMC0045310	10/16/13	10/16/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			76UEGKD5030	10/16/13	10/16/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			84111H130ALI	10/31/13	10/16/14	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001259569	10/16/13	10/16/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is an additional insured on the above referenced commercial general liability, commercial auto, and commercial umbrella policies. A waiver of subrogation applies in favor of the certificate holder on all referenced policies. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Missouri City
Purchasing Office
Attn: Alfonso Guerrero Jr
1522 Texas Parkway
Missouri City, TX 77489

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

AUTHORIZED REPRESENTATIVE

Alireza Heydari

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DEPARTMENT OF VETERANS AFFAIRS
Center for Veterans Enterprise
Washington, DC 20420

AUG 08 2013

Ms. Donna K. Caldwell
Original DKC Enterprises, LLC
DUNS # 037833972
5330 Griggs Road Suite A114
Houston, TX 77021 - 3756

In Reply Refer To: 00VE

Dear Ms. Caldwell:

On behalf of the U.S. Department of Veterans Affairs (VA), Center for Veterans Enterprise (CVE), I am writing to inform you that your service-disabled Veteran-owned small business (SDVOSB) has been verified and added to the Veteran business database at www.vip.vetbiz.gov. Original DKC Enterprises, LLC will be eligible to participate in Veterans First Contracting Program opportunities with VA. This verification is valid for two years from the date of this letter.

To promote your verified status, you may use the following link to download the logo for use on your marketing materials and business cards:

http://www.vetbiz.gov/cve_completed_s.jpg

To ensure that your business is correctly listed in the Vendor Information Pages, check your profile for the verified logo. Please notify us if the logo is not present within 72 hours of receipt of this letter.

While CVE has confirmed that Original DKC Enterprises, LLC is in compliance with the regulations, Original DKC Enterprises, LLC must inform CVE of any changes or other circumstances that would adversely affect its eligibility. Any such changes or other circumstances may be grounds for CVE to re-evaluate Original DKC Enterprises, LLC's eligibility for the VIP program. Please be advised that this letter and other information pertaining to your CVE application may be subject to Freedom of Information Act (FOIA) requests. Additionally, please retain a copy of this letter to confirm your continued program eligibility.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

J. Gault
Deputy Director
Center for Veterans Enterprise

VENDOR INFORMATION PAGES

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Font Size
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Sort By: 1 match
Business Name

Duns : 37833972

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Original DKC Enterprises, LLC



State: [Verified SDVOSB](#)
DUNS: 037833972
Location: HOUSTON, TX
Phone: (713) 523-1202
Email: dkc2004us@yahoo.com
Web: <http://www.dkc enterprises1.com>
Last Modified: 11/5/2012

1

Questions or Concerns? Contact Us: Center for Veterans Enterprise 810 Vermont Avenue, NW Washington, DC 20420 | (866)584-2344 (202)303-3266 | VIP@VA.GOV

U.S. Department of Veterans Affairs - 810 Vermont Avenue, NW - Washington, DC 20420

Reviewed/Updated Date:

RESOLUTION NO. R-1746

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARING BID NO. 2014-02 FOR GROUNDS MAINTENANCE SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2014-02 to _____, in the amount of \$_____ for Grounds Maintenance Services.

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

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

rooms and when we say no, they ask us where they can get a permit. When Harris County adopted their ordinance in 2010-2011, there were more inquiries in Rosenberg.

- Councilor McConathy stated this is a really big problem and a great start, but feels we should scrub this ordinance better to make sure there are no loopholes. She asked if a business can restrict access by membership only. Lora Lenzsch stated this type of industry there is nothing that prohibits them from having a private membership. Councilor McConathy asked how is the business filing for their Certificate of Occupancy.
- Tonya Palmer, Building Official, stated they are obtaining their Certificate of Occupancy as a game room. The first question they ask is do we have an ordinance.
- Tonya Palmer reported since Houston is tightening up on some of their ordinances and Richmond and Wharton have an ordinance, the game rooms are now looking at relocating in Rosenberg, because we have no regulations. We are getting a lot of inquires, but so far only six (6) game rooms have come in.
- Councilor McConathy stated she doesn't like this type of establishment, because of the criminal implication, if these businesses wanted to be transparent they would work with the city, but we want to give any business their constitutional rights. I would recommend this go to a committee comprised of business owners, residents, building standards representatives, law enforcement and council representatives and tweak the ordinance.
- Councilor Euton stated that since we are having so much inquiry and the stakes are so high for this, she would think we would like to get the ordinance on the books and expedite this type of ordinance. Mayor Morales concurred with that suggestion. Mayor Morales stated he would like to move forward to get the sixty (60) days started and tweak it later if needed. Mayor Morales stated that if Councilor McConathy or anyone on Council sees anything that needs tightening up, do not hesitate to bring it back.
- Councilor Benton asked about clarifying the window tint. Mayor Morales stated that the proposed 25 feet was sufficient.
- Lora Lenzsch stated that if the parking lot being illuminated is not addressed in another ordinance, that will also be addressed in this ordinance.
- No action was taken at this time. This ordinance will be brought back to Council for approval.

3. **REVIEW AND DISCUSS THE FAMILY 4TH CELEBRATION FIREWORKS DISPLAY CONTRACT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: Staff has added this item to the Agenda for City Council's review of the 2013 Family 4th Celebration fireworks display for the City of Rosenberg. Liberty Pyrotechnics provided the display for the 2013 Family 4th and also provided for up to two (2) Contract extensions. However, due to various issues including but not limited to failure to comply with some of the information contained in the RFQ, staff is recommending that the services be re-bid for 2014.

Staff recommends City Council discuss the fireworks display services and provide direction to staff.

Key discussion points:

- Darren McCarthy, Parks and Recreation Director mentioned they felt the show last year could have been better. The contractor was told not to use the paper parachutes and we found evidence that he used the parachutes in the show. The timing with the music, etc., was also off.
- The general consensus of Council was for staff to go out for new bids.

4. **REVIEW AND DISCUSS THE GROUNDS MAINTENANCE SERVICES CONTRACT FOR CITY FACILITIES, WATER PLANTS AND LIFT STATIONS, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: The current Grounds Maintenance Contract for City Facilities, Water Plants and Lift Stations is set to expire on April 08, 2014. Staff has noted some performance discrepancies under the current Contract and has added this item to the Agenda to allow for City Council's review of the current services. The Bid Documents and Technical Specifications for City of Rosenberg Grounds Maintenance were included in the agenda packet for City Council's review.

Staff is seeking direction from City Council to either extend the current Contract for one (1) additional year or to rebid services. At this time staff recommends the Contract be rebid.

Key discussion points:

- Darren McCarthy stated that this contractor has not been performing properly and there have been many incidents that occurred and he explained several reasons for the City going out for another contract.

- Councilor Benton stated that if we are not getting what we specified in the contract, we need to get other bids. Councilor Benton asked how the bidders can get on the bidder's list. Darren McCarthy stated the City's website is a good place for potential bidders' to check for upcoming bid notices. We also advertise in the newspaper when a bid is posted.
- The Mayor stated the consensus of Council is to rebid.

5. *This item was discussed after Item No. 6.*

REVIEW AND DISCUSS A PETITION FOR THE ANNEXATION OF A 134.6-ACRE TRACT ON THE SOUTHWEST SIDE OF KOEBLEN ROAD AND IMMEDIATELY NORTHWEST OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162 (SUNRISE MEADOW), AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: On May 07, 2013, the City annexed the area known as the Koeblen Road Tracts. The area generally consists of the properties abutting the south side Koeblen Road between FM 2218 and Fort Bend County Municipal Utility District No. 162 (Sunrise Meadow). A map of the area was included in the agenda packet for reference.

Included in the overall area were a number of tracts used for agricultural purposes with agricultural use tax exemptions. In accordance with Texas State law, the owners of those properties were offered Non-annexation Development Agreements (Agreement) allowing them to continue their extraterritorial status as agriculturally exempt property and have immunity from City property taxes. However, the Agreements stipulated that the property owners would not construct any improvements inconsistent with agricultural use and, if they did, it would constitute a petition for voluntary annexation of the property.

One of the tracts for which an Agreement was executed is a 134.6-acre tract abutting the Sunrise Meadow development. City staff recently learned that the property was being developed as a sand pit for dirt extraction for road construction projects. This was field-verified and discussed with the property owner, Mr. Robert Cortez. Mr. Cortez has a lease agreement with separate companies, Cherry Crushed Concrete and Wesson Sand Company, to use the land for these purposes. They submitted documentation that permits had been in place with the Texas Commission on Environmental Quality (TCEQ) since before annexation. The owner understands, however, that the use is not consistent with the Agreement and could trigger annexation of the property. A vicinity map of the property, aerial photograph, and copy of the Agreement were included in the agenda packet.

Staff recommends annexation of the property for full purposes in accordance with the Agreement signed by the property owner. However, annexation of the tract is at the discretion of City Council. The property receives City police and fire protection and the annexation would fund those services. Improvements being constructed on the property, as opposed to vacant land, have the potential to increase demand for City services. Staff believed this should be discussed in a Workshop and direction should be sought from City Council because there are approximately 130 tracts subject to similar Development Agreements. How the City chooses to move forward on this tract/Agreement will set a precedent for future developments. Should City Council wish to move forward, staff will prepare an Ordinance for annexation of the property for a future City Council Agenda. This would have to take place within thirty (30) days per State law. The owner has been notified of the process, and violation of the Agreement is being presented to City Council as a petition for annexation in accordance with the Agreement.

Key discussion points:

- Travis Tanner, Planner gave the location of the tract of land. The non-annexation development agreement (agreement) was given to this particular tract. These agreements were offered to property owners with agricultural use tax exemptions per Texas State Law and the city was required to offer these agreements. The agreement stipulated that if the property were developed or used for non-annexation purposes, the property owner would lose its agricultural exemption as a result of that change in land use. The City was notified by an adjoining property owner that a sand pit was being constructed. The property owner gave us documentation of the required permits by the Texas Commission on Environmental Quality. The property owner understood what he was signing when he entered into the agreement with the city. Travis Tanner showed a picture of the site and also another similar property down the road that would show what the property will look like in the future. The owner stated he will begin with this phase and continue with the next ten (10) acres and utilize the entire property over a five to ten year period. Staff's recommendation is to annex this property to stay in conformity with the agreement. There are presently about 130 of these executed agreements and how we deal with this one will set precedence for the other agreements.
- Councilor Euton asked if this had been an operating sand pit at the time of the agreement, this would never have been given a non-annexation development agreement and it would have been annexed and taxed—is that correct. Travis Tanner answered that is correct, we are doing what we would have done in the beginning, then I think we need to proceed and do it.
- Councilor Benton asked if this will generate sales tax from this with the sale of sandy gravel. Travis



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
3	Resolution No. R-1775 – Agreement for Excavation and Sale of Dirt

ITEM/MOTION

Consideration of and action on Resolution No. R-1775, a Resolution approving an Agreement for Excavating and Sale of Excavated Fill from the Dry Creek Regional Detention Basin, and authorizing the City Manager to execute said Agreement on an as-needed basis, for and on behalf of the City.

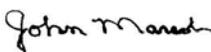
FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars: <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Source of Funds: 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
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SUPPORTING DOCUMENTS:	MUD #: N/A
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- Resolution No. R-1775

APPROVALS

Submitted by:  Charles A. Kalkomey, P.E. City Engineer  John Maresh Assistant City Manager of Public Services	Reviewed by: <input type="checkbox"/> Exec. Dir. of Administrative Services <input type="checkbox"/> Asst. City Manager of Public Services <input checked="" type="checkbox"/> City Attorney <i>LL/ks</i> <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	Approved for Submittal to City Council:  Robert Gracia City Manager
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EXECUTIVE SUMMARY

The City was recently contacted by a contractor in need of approximately 100,000 cubic yards of dirt. The City has material readily available in what will be the Dry Creek Regional Detention Basin, located near Rice Field Road.

Several years ago, the Seabourne Creek Regional Detention Basin was primarily constructed by others with the similar need for fill material. This innovative approach resulted in substantial cost savings to the City for both the excavation and removal of the material. Without this approach, the City would have had to hire and pay a contractor to perform this same work. An Agreement similar to the one proposed was used previously for the sale of the dirt from the Seabourne Creek Regional Detention Basin.

This Agreement for Excavating and Sale of Excavated Fill (Agreement) defines the procedures for the removal, how the quantity of material removed will be determined, the costs for the material, and other provisions to allow for this work and protect the taxpayers. This Agreement would allow the City to again realize the savings in the costs of having to excavate the material through a contractor hired for that purpose.

By approval of this Resolution and Agreement, the City Manager would be authorized to use this form Agreement and execute individual agreements with contractors on an as-needed basis.

Staff recommends approval of Resolution No.R-1775 as presented.

RESOLUTION NO. R-1775

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING AN AGREEMENT FOR EXCAVATION AND SALE OF EXCAVATED FILL FROM THE DRY CREEK REGIONAL DETENTION BASIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON AN AS-NEEDED BASIS, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby approves the Agreement for Excavation and Sale of Excavated Fill from the Dry Creek Regional Detention Basin (Agreement) and authorizes the City Manager to execute said Agreement on an as-needed basis, for and on behalf of the City of Rosenberg.

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 _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

CITY OF ROSENBERG
Dry Creek Regional Detention Basin

**AGREEMENT FOR EXCAVATION AND SALE
OF EXCAVATED FILL**

THIS AGREEMENT FOR EXCAVATION AND SALE OF EXCAVATED FILL, hereinafter referred to as the "Agreement," is made and entered into by and between the **CITY OF ROSENBERG, TEXAS**, a municipal corporation and body politic existing under the laws of the State of Texas, hereinafter referred to as "ROSENBERG" and/or "SELLER," and the entity hereinafter named and identified, _____, otherwise referred to as "PURCHASER." Both parties, the SELLER and PURCHASER are collectively referred to as "the PARTIES" or "the PARTIES TO THIS AGREEMENT." The terms "SOILS" or "FILL" shall be understood to mean all material excavated from or intended to be excavated from all property owned by the SELLER whether surface or sub-surface SOILS or other unknown materials found at such locations as shall be designated by SELLER for removal and excavation.

ARTICLE I
Terms and Provisions of This Agreement

PURCHASER has requested SELLER to sell to it the right to excavate at its cost and expense, unless otherwise provided herein, subject to such other costs and restrictions as hereinafter set out. SELLER agrees to sell and PURCHASER agrees to buy certain excess SOILS material that has no intrinsic value and that exists naturally in the ground and in place in the CITY OF ROSENBERG, TEXAS. In consideration of the duties imposed by this Agreement and the benefits inuring therefrom, the PARTIES hereto mutually agree and covenant as follows:

- A. PURCHASER agrees, unless otherwise provided herein, to remove all FILL material subject to this Agreement as herein provided at such locations and sites as clearly marked by SELLER and to do so within certain time limitations and under certain conditions, limitations and restrictions as may be from time to time imposed or provided for by SELLER. PURCHASER further agrees upon completion of all FILL removal to leave the designated excavated site in a finished grade that shall conform to elevation grades established by the City.
- B. PURCHASER acknowledges that it agrees to purchase FILL material in an "as is/where is" condition and PURCHASER acknowledges to SELLER that it has been advised to perform such testing as may be deemed appropriate and prudent to PURCHASER or as may be recommended by such experts as shall be employed or retained by PURCHASER to properly evaluate the type, grade or existence of hazardous waste or substances in the SOILS material as PURCHASER may find to be reasonable and prudent. PURCHASER agrees that it will at no time look to SELLER for any technical data, measurements, analyses or other information, whether the same may or may not be available, to properly evaluate the type, grade or existence of hazardous waste or substances in the FILL material removed or offered for sale to PURCHASER for removal.
- C. PURCHASER agrees as a condition of this contract and sale that it will take such action as shall be appropriate and necessary to determine the

existence of any hazardous waste or other unintended materials that may be present in any SOILS excavated or sold to PURCHASER under the terms of this Agreement. PURCHASER further acknowledges that it is the sole and exclusive responsibility of PURCHASER to determine the existence of any hazardous materials or waste in the SOILS or FILL sought to be removed prior to excavating, digging, removing, using or selling any FILL or SOIL material removed from SELLER's property under the terms of this Agreement.

- D. PURCHASER agrees, through appropriate direction and instructions to its servants and employees, to carefully adhere to all instructions, orders and guidance provided by SELLER and its employees, including but not limited to methods of excavation, areas of excavation, removal and transporting.
- E. SELLER shall give PURCHASER access to an area for excavation that is clearly staked with ground dimensions and excavation elevations, and PURCHASER agrees to confine its activities on SELLER's property to the area so staked and marked.
- F. PURCHASER agrees to remove all FILL material, SOILS or other material found in the process of excavation to the depth of elevation as directed by SELLER and to do so in a prompt and expeditious manner.
- G. PURCHASER shall make such arrangements as are necessary and proper for legal and safe hauling of all FILL material, including the installation of such roadway or other area for the ingress and egress of vehicles hauling the FILL material as may be necessary to remove the same from SELLER's land without damage or injury to SELLER's property.
- H. PURCHASER specifically warrants and agrees that it will take appropriate action to prevent the spillage of materials on any public or private roadway(s). In the event spillage occurs, PURCHASER agrees to immediately have available such manpower and crews as shall be necessary to remove all spillage or lost SOIL material.
- I. PURCHASER agrees that in the event it shall fail to promptly and immediately remove all spillage or dropped FILL material, SELLER may remove the same immediately or cause the same to be removed at PURCHASER's expense. In the event SELLER shall be required to remove dropped or inadvertently lost FILL material, PURCHASER agrees to pay to SELLER costs incurred in such removal within ten (10) days upon receipt of such invoice or statement as shall be rendered by SELLER for costs actually incurred for removal and disposal. PURCHASER agrees that if it does not pay an invoice or statement upon presentment or within 10 days thereafter, it shall pay any and all costs and/or legal fees incurred by SELLER in collecting the amount of the invoices or statements.

Article II
Fee Schedule and Area for Removal

The PARTIES hereto acknowledge that SELLER intends to have excavated FILL material from a _____ acre storm water detention basin which has been created as a part of the overall Dry Creek Regional Detention Basin located on _____ acres of land owned by SELLER and located approximately _____.

The minimum quantity of FILL material that SELLER agrees to sell to any one purchaser is five thousand (5,000) cubic yards and, as such, PURCHASER agrees to pay the considerations as herein set out which is computed and set out specifically at the end of this Agreement:

- A. If the amount of excavation is 5,000 to 10,000 cubic yards, then PURCHASER agrees to pay thirty-five cents (\$0.35) per cubic yard and shall assume all responsibility for loading, including machinery and personnel, of the excavated FILL material.
- B. If the amount of excavation is over 10,000 cubic yards, but less than 100,000 cubic yards, then PURCHASER agrees to pay twenty-five cents (\$0.25) per cubic yard and shall assume all responsibility for loading, including machinery and personnel, of the excavated FILL material.
- C. If the amount of excavation is over 100,000 cubic yards, then PURCHASER agrees to pay ten cents (\$0.10) per cubic yard and shall assume all responsibility for loading, including machinery and personnel, of the excavated FILL material.

In the event the City Manager, or his/her designee, shall determine that the removal of the FILL material represents a significant advantage to SELLER or is removed by a governmental entity, including but not limited to any of the established Fort Bend County Precincts, Fort Bend County Drainage District or the Texas Department of Transportation, for use in maintenance and in-house projects, the procedures and/or fees as herein provided may all or partially be waived; however, all other terms and conditions of this Agreement shall remain applicable.

ARTICLE III **Archeological Finds**

All artifacts, fossils, or other cultural resources recovered by PURCHASER from the excavation site shall remain the property of the City of Rosenberg.

ARTICLE IV **Insurance**

Purchaser's Insurance. The Purchaser shall furnish evidence of procuring the following types of insurance prior to the execution of this Agreement:

A. General Liability Insurance. This policy shall provide coverage for bodily injury or property damage which may arise from the operations of the Purchaser and any of its subcontractors. The policy shall include coverage for premises and operations; independent contractors; broad form property damage; and contractual liability as applicable to any indemnification hold harmless agreements in the Contract. The minimum limits of liability shall be \$1,000,000 for each occurrence and a general aggregate liability of \$2,000,000.

B. Comprehensive Automobile Liability Insurance. This policy shall provide coverage for owned, non-owned, and hired automobiles for all damages arising from bodily injury and property damage with limits of liability of not less than \$1,000,000 per accident with respect to bodily injury, property damage, or death.

C. Worker's Compensation Insurance. The Purchaser shall comply with all provisions of Texas Workers' Compensation statute during the term of the Contract for the benefit of all employees employed at the project site. If the Purchaser shall engage the services of Subcontractors, then it shall require all such Subcontractors to also provide Worker's Compensation insurance for its employees who are employed at the project site. In order to comply with this requirement, the Purchaser shall provide the City of Rosenberg with a copy of the Workers' Compensation Certificate as evidence that it's insurance premium and that of any Subcontractor has been paid.

ARTICLE V
Indemnification

PURCHASER, TO THE EXTENT PERMITTED BY LAW, SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER FOR INJURY TO OR DEATH OF PERSONS OR LOSS OR DAMAGE TO PROPERTY OCCURRING ON PROPERTIES OWNED BY SELLER OR IN ANY MANNER GROWING OUT OF OR CONNECTED WITH PURCHASER'S USE AND OCCUPATION OF SELLER'S PREMISES FOR THE PURPOSES AS HEREIN SET OUT.

PURCHASER SHALL FURTHER PROTECT, INDEMNIFY AND SAVE HARMLESS SELLER , ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER FOR INJURY TO OR DEATH OF PERSONS OR LOSS OR DAMAGE TO PROPERTY EITHER DIRECTLY OR INDIRECTLY RELATED TO THE USE OF THE PROPERTY AND PREMISES OF SELLER.

ARTICLE VI
Environmental Hazards and other Hazards

SELLER states that this Agreement is an "as is" Agreement and, as such, SELLER does not assume any liability, costs or expenses resulting from hazards, injury or loss sustained or arising from any changes in federal, state or local regulations or the violation of any current federal, state or local regulations. PURCHASER warrants and represents to SELLER that it is currently conducting business or operating in full accord with all applicable local, state and federal laws including environmental laws and regulations. PURCHASER agrees as a part of the consideration herein to bear all costs and responsibility as may be assessed or incurred growing out of any environmental claims or related claims.

ARTICLE VII
Non-Assignability of the Rights Under This Agreement

This Agreement shall not be assignable in whole or in part without the prior written approval of SELLER, and any attempt to assign this Agreement in whole or in part without the prior written approval of SELLER shall constitute a breach of the terms and provisions of this Agreement and SELLER at its option may declare the Agreement terminated.

ARTICLE VIII
Payment and Default

Unless otherwise agreed, all payments for FILL material removed or sought to be removed by PURCHASER from SELLER's property shall be made one-half (1/2) in advance of the stated volume of fill

material to be removed at a rate provided for under Article II, Sections A, B and C. PURCHASER shall have no right to enter upon SELLER's premises unless payment or appropriate payment arrangements have been made, or unless payment has been waived by the City Manager as otherwise provided for herein, or payment has been delayed by Agreement of the PARTIES. Should the PURCHASER cause the need for additional engineering data, the PURCHASER will reimburse the SELLER full cost as billed by the SELLER's engineering consultant.

ARTICLE IX
Computation of Fill Sold Under the
Terms and Provisions of This Agreement

SELLER reserves the exclusive right to estimate and determine all quantities, and PURCHASER, as a condition of this Agreement, waives any and all claims as to shortages, miscomputation or failure to provide appropriate adjustments or allowances and expressly consents that SELLER shall exclusively determine all quantities and that such determinations made by SELLER shall be deemed final and binding.

The PURCHASER will excavate and haul _____ cubic yards at a rate of \$_____ per cubic yard from the Dry Creek Regional Detention Basin at the site as determined by the SELLER. PURCHASER will excavate and haul within five percent (5%) of the cubic yards stated above.

The PURCHASER may request that more FILL be excavated than the original estimate. The SELLER may authorize excavation at the original site or relocate the site and permit additional excavation at the rate per cubic yard.

X
Default, Cancellation and Forfeiture

In the event PURCHASER shall fail to adhere to the terms and provisions of this Agreement or otherwise violate the same, SELLER may declare this Agreement to be terminated and may remove any equipment or other assets of PURCHASER or PURCHASER's agents or contractors from the property of SELLER. It shall be the duty and responsibility of PURCHASER to remove such property immediately upon request, and failure to do so shall permit SELLER to effect such removal immediately and to either store or dispose of the same at the option of SELLER. PURCHASER shall be responsible for all cost of storage and/or removal and SELLER shall have a prior lien on PURCHASER's property to secure payment thereof and may cause the same to be sold or liquidated if payment shall not be made.

[EXECUTION PAGE FOLLOWING]

IN WITNESS WHEREOF, the PARTIES hereto have caused this instrument to be signed this, the ____ day of _____, 2014.

SELLER:

CITY OF ROSENBERG

By: _____
Robert Gracia, CITY MANAGER

ATTEST:

Linda Cernosek, CITY SECRETARY

The entity herein named as PURCHASER is an individual of lawful age, competent to enter into this Agreement, and if a corporate entity, the person whose name is affixed below represents that he/she has full legal power to execute agreements for and on behalf of the entity as herein named.

PURCHASER:

(Printed Company Name)

By: _____

(Printed Name)

Type of Legal Entity:

Individual or partnership

CORPORATE SECRETARY:
(If appropriate)

**COMPUTATION OF FILL SOLD UNDER THE
TERMS AND PROVISIONS OF THIS AGREEMENT**

SELLER reserves the exclusive right to estimate and determine all quantities, and PURCHASER, as a condition of this Agreement, waives any and all claims as to shortages, mis-computation or failure to provide appropriate adjustments or allowances, and expressly consents that SELLER shall exclusively determine all quantities and that such determinations made by SELLER shall be deemed final and binding.

_____ cubic yards excavated X rate or charge per cubic yard equals \$ _____ gross fee



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
4	Resolution No. R-1771 - Budget Amendment 14-09

ITEM/MOTION

Consideration of and action on Resolution No. R-1771, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-09 in the amount of \$2,118,638.00, for mid-year budget adjustments.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

See attached

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

SUPPORTING DOCUMENTS:

1. Vasut Memorandum - 03-25-14
2. Resolution No. R-1771

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

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
City Manager

EXECUTIVE SUMMARY

The annual mid-year review of actual revenues and expenses was conducted for the current fiscal year, as well as a review of estimated amounts for the remainder of the fiscal year. Budget Amendment 14-09 was prepared based on this mid-year review. This Budget Amendment includes line item adjustments for the General Fund, Municipal Court Technology Fund, Law Enforcement Fund, General Supplemental Fund, Bamore Road County Mobility Fund, Airport Avenue County Mobility Fund, Water/Wastewater Fund and Fleet Replacement Fund. Details of the proposed Budget Amendment are explained in the attached memorandum.

Staff recommends approval of Resolution No. R-1771 for Budget Amendment 14-09 as presented.

MEMORANDUM

From the Finance Department

March 24, 2014

To: Honorable Mayor and City Council
CC: Robert Gracia, City Manager
From: Joyce Vasut, Executive Director of Administrative Services
Re: FY2014 Mid-Year Budget Amendment



The following items are submitted as mid-year budget adjustments:

General Fund Adjustments offset by corresponding increases in revenues or decreases in other expenditures.

1. Increase US Treasury revenue by \$972 for training reimbursement received with corresponding increase to the Fire Marshal Travel – Education and Training account by \$972.
2. Increase Infrastructure Inspection Fees revenue by \$15,000 due to increase in revenue and increase the corresponding Infrastructure Inspection Fees expense in Engineering Infrastructure Inspection Fees.
3. Increase Reimbursements for Personnel by \$71,912 with corresponding increases to Overtime accounts for Health \$116, Parks Dept \$900, Fire Dept \$50,667, Fire Marshal \$578, and Police Dept \$19,651.
4. Increase Miscellaneous Income by \$2,944 for reimbursement from Rosenberg Little League for repairs to the fields with an increase in the corresponding Parks account Grounds Maintenance – Sports Complex.
5. Increase Insurance Proceeds revenue by \$24,363 with corresponding increases to Parks \$1,725, Fire Dept Motor Vehicle Repairs and Supplies \$19,001, Police Motor Vehicle Repairs and Supplies \$3,637.
6. Reallocation of \$1,430 from Police Longevity to City Manager Longevity to cover the difference of the City Manager changing positions from Police Dept to City Manager.
7. Transfer of \$19,259 of Salaries and Wages from Human Resources to Finance and Parks Department to fund 20% of the Finance Clerk currently funded by Fleet and the secretary position for the Parks Department, which was reclassified from the Volunteer Coordinator position.
8. Reallocation of \$2,622 from Electricity and General Insurance to increase the MUD Drainage Tax Reimbursements.
9. Reallocation of budgeted funds in Land and Land Rights of \$3,000 to Outside Professional Services for the purpose of better accounting practices. Land and Land Rights is a Capital account and the expenses are for professional services.
10. Reallocate \$11,114 from Salary and Wages to Salary and Wages – Temporary to cover part-time position with savings from the Building Inspector position.
11. Increase of \$60,244 for the addition of a Lieutenant position to the School Officers & Crossing Guard budget as requested and reimbursed by LCISD.

12. Reallocation of \$20,562 from City Manager's Salary and Wages and Fringe Benefits to Economic Development Salary and Wages for the reallocation of the secretary position.

General Fund Increase Adjustments offset by increases in sales tax.

13. Increase Human Resources Advertising by \$5,000 due to increase in advertising for open positions, including several Director positions.
14. Increase of \$500 to Taxes Due Fees for the purpose of better accounting practices. These expenses are for taxes incurred in the year the City purchases properties.
15. Increase of \$840 to Other Contractual Services for the addition of a data shredding bin at City Hall.
16. Increase of \$4,500 for Outside Professional Services for costs incurred for surveying and appraising property.
17. Addition of \$3,464 to the Parks Janitorial Services for the addition of Janitorial Services.
18. Increase of \$7,000 to Fire Dept Chemical Supplies for the replacement of foam due to a commercial building fire that depleted the inventory.
19. Increase of \$1,500 to the Fire Dept Natural Gas account to account for an increase in usage due to cold winter.
20. Increase of \$5,616 to Fire Building Repair & Maintenance for unexpected repairs to the water heater at Fire Station No. 2.
21. Increase of \$2,400 to Fire Marshal Incentive for incentive pay due to reappointment of personnel.

Municipal Court Technology Fund

22. Increase of \$1,314 to Improvements O/T Building for equipment to allow the Prosecutor to view Police videos during trials.

Law Enforcement Fund

23. Reallocation of \$5,308 from Machinery and Equipment to K9 Supplies and Other Contractual Services for data shredding bin expense.

General Supplemental Fund

24. Increase of \$2,363 to Furniture and Fixtures for furniture purchased for office at City Hall.

Bamore Rd County Mobility Fund

25. Increase of \$978,406 to Fort Bend County revenue with a corresponding increase to Imp OT – Bamore Rd Phase III for the Bamore Rd Phase III Project.

Airport Ave County Mobility Fund

26. Increase of \$800,000 to Fort Bend County revenue with a corresponding increase to Imp OT – Airport Ave Imp for the Airport Ave Improvement Project.

Water/Wastewater Fund

- 27.** Water Purification/Production – Increase of \$26,000 to Equipment Repair & Maintenance for repairs to equipment.
- 28.** Water Distribution – Reallocation of \$5,052 from General Insurance to License/Inspections for TCEQ license.

Fleet Replacement Fund

- 29.** Increase revenue by \$16,870 for Insurance Proceeds received.
- 30.** Increase of \$104,000 to Motor Vehicles account to budget for two police vehicles that were replaced. One vehicle was involved in an accident and was declared totaled and the other the engine and transmission went out and it was determined that the cost to repair the vehicle was not efficient when compared to replacing the vehicle.

I hope that you find these brief explanations useful. Please feel free to contact me should you have any questions regarding the proposed mid-year

RESOLUTION NO. R-1771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, BUDGET AMENDMENT 14-09 IN THE AMOUNT OF \$2,118,638.00, FOR MID-YEAR BUDGET ADJUSTMENTS.

* * * * *

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

Section 1. The City Council hereby authorizes Budget Amendment 14-09 (Amendment), in the amount of \$2,118,638.00, to account for mid-year budget adjustments.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

City of Rosenberg
Mid-Year Budget Adjustment FY2014
BA 14-09

Department	Account Number	Account Description	* Ref #	Current Budget	Adjustment Amount	Amended Budget
GENERAL FUND REVENUES						
	101-0000-402-0000	Sales Tax	13-21	7,092,562	30,820	7,123,382
	101-0000-421-1000	US Treasury	1	4,000	972	4,972
	101-0000-423-1000	LCISD	11	910,399	60,244	970,643
	101-0000-432-1800	Infrastructure Inspection Fees	2	40,000	15,000	55,000
	101-0000-467-0000	Reimbursement for Personnel	3	-	71,912	71,912
	101-0000-469-0000	Miscellaneous Income	4	50,000	2,944	52,944
	101-0000-467-1000	Insurance Proceeds	5	-	24,363	24,363
			Total	<u>8,096,961</u>	<u>206,255</u>	<u>8,303,216</u>
GENERAL FUND EXPENDITURES						
City Manager	101-1200-510-1010	Salaries and Wages	12	417,149	(14,664)	402,485
	101-1200-510-1030	Longevity	6	2,885	1,430	4,315
	101-1200-510-2010	Retirement	12	64,985	(2,209)	62,776
	101-1200-510-2020	Social Security	12	33,005	(1,122)	31,883
	101-1200-510-2040	Health Insurance	12	28,783	(2,548)	26,235
	101-1200-510-2050	Workers' Compensation	12	562	(19)	543
			Total	<u>547,369</u>	<u>(19,132)</u>	<u>528,237</u>
Human Resources	101-1210-510-1010	Salaries and Wages	7	149,045	(13,116)	135,929
	101-1210-510-2010	Retirement	7	22,607	(1,979)	20,628
	101-1210-510-2020	Social Security	7	11,482	(1,005)	10,477
	101-1210-510-2040	Health Insurance	7	16,195	(3,142)	13,053
	101-1210-510-2050	Workers' Compensation	7	196	(17)	179
	101-1210-510-5310	Advertising	13	5,000	5,000	10,000
			Total	<u>204,525</u>	<u>(14,259)</u>	<u>190,266</u>
Economic Dev.	101-1211-510-1010	Salaries and Wages	12	128,944	14,664	143,608
	101-1211-510-2010	Retirement	12	20,875	2,209	23,084
	101-1211-510-2020	Social Security	12	10,603	1,122	11,725
	101-1211-510-2040	Health Insurance	12	9,174	2,548	11,722
	101-1211-510-2050	Workers' Compensation	12	180	19	199
			Total	<u>169,776</u>	<u>20,562</u>	<u>190,338</u>
Finance	101-1400-510-1010	Salaries and Wages	7	277,117	3,425	280,542
	101-1400-510-2010	Retirement	7	42,388	519	42,907
	101-1400-510-2020	Social Security	7	21,528	264	21,792
	101-1400-510-2040	Health Insurance	7	29,649	1,019	30,668
	101-1400-510-2050	Workers' Compensation	7	365	4	369
			Total	<u>371,047</u>	<u>5,231</u>	<u>376,278</u>
General Government	101-1800-510-3720	Electricity	8	30,000	(622)	29,378
	101-1800-510-4335	Taxes Due Fees	14	-	500	500
	101-1800-510-4390	Outside Professional Services	9,16	-	7,500	7,500
	101-1800-510-5120	General Insurance	8	11,000	(2,000)	9,000

* See Vasut memorandum

Department	Account Number	Account Description	* Ref #	Current Budget	Adjustment Amount	Amended Budget
	101-1800-510-5710	Other Contractual Services	15	-	840	840
	101-1800-510-5735	Other Cont Svcs - MUD Reimbursement	8	40,000	2,622	42,622
	101-1800-510-7010	Land and Land Rights	9	3,000	(3,000)	-
		Total		<u>84,000</u>	<u>5,840</u>	<u>89,840</u>
Engineering	101-1921-530-4395	Infrastructure Inspection Fees	2	40,000	15,000	55,000
		Total		<u>40,000</u>	<u>15,000</u>	<u>55,000</u>
Code Enforcement	101-1935-530-1010	Salary & Wages	10	326,931	(11,114)	315,817
	101-1935-530-1110	Salary & Wages - Temporary	10	-	11,114	11,114
		Total		<u>326,931</u>	<u>-</u>	<u>326,931</u>
Health	101-1941-530-1020	Overtime	3	1,500	116	1,616
		Total		<u>1,500</u>	<u>116</u>	<u>1,616</u>
Parks	101-1953-540-1010	Salaries and Wages	7	365,135	9,691	374,826
	101-1953-540-1020	Overtime	3	21,600	900	22,500
	101-1953-540-2010	Retirement	7	61,234	1,460	62,694
	101-1953-540-2020	Social Security	7	31,099	741	31,840
	101-1953-540-2040	Health Insurance	7	59,282	2,123	61,405
	101-1953-540-2050	Workers' Compensation	7	5,056	13	5,069
	101-1953-540-5715	Other Contractual Svcs - Janitorial Svcs	17	2,000	3,464	5,464
	101-1953-540-6250	Grounds Maintenance - Sports Complex	4	50,000	2,944	52,944
	101-1953-540-6315	Structure Repair and Maintenance	5	8,000	1,725	9,725
		Total		<u>603,406</u>	<u>23,061</u>	<u>626,467</u>
Police	101-3000-520-1020	Overtime	3	118,500	19,651	138,151
	101-3000-520-1030	Longevity	6	41,980	(1,430)	40,550
	101-3000-520-3510	Motor Vehicle Repair Supplies	5	50,000	3,637	53,637
		Total		<u>210,480</u>	<u>21,859</u>	<u>232,339</u>
School Officers	101-3036-520-1010	Salaries & Wages	11	545,564	36,404	581,968
	101-3036-520-1030	Longevity	11	5,835	2,160	7,995
	101-3036-520-1040	Incentive	11	300	450	750
	101-3036-520-2010	Retirement	11	94,886	6,208	101,094
	101-3036-520-2020	Social Security	11	52,281	3,153	55,434
	101-3036-520-2040	Health Insurance	11	59,967	11,399	71,366
	101-3036-520-2050	Workers' Compensation	11	7,787	470	8,257
		Total		<u>766,620</u>	<u>60,244</u>	<u>826,864</u>
Fire	101-3100-520-1020	Overtime	3	87,000	50,667	137,667
	101-3100-520-3415	Chemical Supplies	18	3,325	7,000	10,325
	101-3100-520-3510	Motor Vehicles Repair Supplies	5	34,657	19,001	53,658
	101-3100-520-3710	Natural Gas	19	3,000	1,500	4,500
	101-3100-520-6310	Building Repair & Maintenance	20	4,750	5,616	10,366
		Total		<u>132,732</u>	<u>83,784</u>	<u>216,516</u>

* See Vasut memorandum

Department	Account Number	Account Description	* Ref #	Current Budget	Adjustment Amount	Amended Budget
Fire Marshal	101-3133-520-1020	Overtime	3	2,759	578	3,337
	101-3133-520-1040	Incentive	21	-	2,400	
	101-3133-520-5510	Travel - Education and Training	1	3,800	972	4,772
		Total		<u>6,559</u>	<u>3,950</u>	<u>8,109</u>

Total Increase to General Fund Revenue 206,255
Total Increase to General Fund Expenditures 206,255
Total Decrease to Fund Balance 0

MUNICIPAL COURT TECHNOLOGY FUND

Expenditures	213-1417-510-3610	Improvements Other Than Buildings	22	-	1,314	1,314
		Total		<u>-</u>	<u>1,314</u>	<u>1,314</u>

Total Increase to Municipal Court Technology Fund Revenue -
Total Increase to Municipal Court Technology Fund Expenditures 1,314
Total Increase to Municipal Court Technology Fund Balance (1,314)

LAW ENFORCEMENT FUND

Expenditures	215-3000-520-3220	Police Operation Supplies	23	1,000	4,000	5,000
	215-3000-520-5710	Other Contractual Services	23	-	1,308	1,308
	215-3000-520-7040	Machinery and Equipment	23	70,000	(5,308)	64,692
		Total		<u>71,000</u>	<u>-</u>	<u>71,000</u>

Total Increase to Law Enforcement Fund Revenue -
Total Increase to Law Enforcement Fund Expenditures -
Total Increase to Law Enforcement Fund Balance -

GENERAL SUPPLEMENTAL FUND

Expenditures	410-0000-550-7043	Furniture and Fixtures	24	-	2,363	2,363
		Total		<u>-</u>	<u>2,363</u>	<u>2,363</u>

Total Increase to General Supplemental Fund Revenue -
Total Increase to General Supplemental Fund Expenditures 2,363
Total Increase to General Supplemental Fund Balance (2,363)

BAMORE RD COUNTY MOBILITY FUND

Revenues	430-0000-423-2000	Fort Bend County	25	-	978,406	978,406
		Total		<u>-</u>	<u>978,406</u>	<u>978,406</u>

Expenditures	430-0000-550-7035	Imp OT - Bamore Rd Phase III	25	564,572	978,406	1,542,979
		Total		<u>564,572</u>	<u>978,406</u>	<u>1,542,979</u>

Total Increase to Bamore Rd County Mobility Fund Revenue 978,406
Total Increase to Bamore Rd County Mobility Fund Expenditures 978,406
Total Increase to Bamore Rd County Mobility Fund Balance -

Department	Account Number	Account Description	* Ref #	Current Budget	Adjustment Amount	Amended Budget
AIRPORT AVE COUNTY MOBILITY FUND						
Revenues	434-0000-423-2000	Fort Bend County	26	-	800,000	800,000
			Total	-	800,000	800,000
Expenditures	434-0000-550-7031	Imp OT Bldg - Airport Ave	26	-	800,000	800,000
			Total	-	800,000	800,000

Total Increase to Airport Ave County Mobility Fund Revenue 800,000
 Total Increase to Airport Ave County Mobility Fund Expenditures 800,000
 Total Increase to Airport Ave County Mobility Fund Balance -

WATER/WASTEWATER FUND

Water Purification / Production

Expenditures	501-5052-600-6325	Equipment Repair & Maintenance	27	26,100	26,000	52,100
			Total	26,100	26,000	52,100

Water Distribution

Expenditures	501-5055-600-4340	License/Inspection	28	43,000	5,052	48,052
	501-5055-600-5120	General Insurance	28	34,000	(5,052)	28,948
			Total	77,000	-	77,000

Total Increase to Water/Wastewater Fund Revenue -
 Total Increase to Water/Wastewater Fund Expenditures 26,000
 Total Decrease to Water/Wastewater Fund Balance (26,000)

FLEET REPLACEMENT FUND

Revenues	602-0000-467-1000	Insurance Proceeds	29	-	16,870	16,870
			Total	-	16,870	16,870

Expenditures	602-0000-610-7042	Motor Vehicles	30	403,472	104,300	507,772
			Total	403,472	104,300	507,772

Total Increase to Fleet Replacement Fund Revenue 16,870
 Total Increase to Fleet Replacement Fund Expenditures 104,300
 Total Increase to Fleet Replacement Fund Balance (87,430)

Total Increase to All Funds - Revenue 2,001,532
 Total Increase to All Funds - Expenditures 2,118,638
 Total Increase to All Fund Balances (117,107)

* See Vasut memorandum



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
5	Resolution No. R- 1772 - Budget Amendment 14-10

ITEM/MOTION

Consideration of and action on Resolution No. R-1772, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-10 in the amount of \$529,400.00, to fund engineering and surveying services for Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Projects.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

Fund 423

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1772

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

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
City Manager

EXECUTIVE SUMMARY

During the March 18, 2014 City Council meeting, Council approved Resolution No. R-1767 and R-1768 contracts for engineering and surveying services for Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Projects.

Budget Amendment 14-10, in the amount of \$529,400.00, is presented to allow for funding of the engineering and surveying services for Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Projects. The Water/Wastewater Fund balance has sufficient funding for completion of the engineering services phase for both projects. The construction phase for Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Projects will be funded with proceeds from proposed FY2014 Certificates of Obligation or Revenue Bonds.

Based on governmental accounting standards, the \$529,400 is included twice in the total budget adjustment amount since it is considered both a transfer expense from the Water/Wastewater Fund and a capital expense to the FY2014 Bond Fund.

Budget Amendment 14-10 is included as Exhibit "A" to Resolution No. R-1772. Staff recommends approval of Resolution No. R-1772 as presented.

RESOLUTION NO. R-1772

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, BUDGET AMENDMENT 14-10 IN THE AMOUNT OF \$529,400.00, TO FUND ENGINEERING AND SURVEYING SERVICES FOR LIFT STATION NO. 11 REPLACEMENT AND THE FY2014 SANITARY SEWER PIPE BURSTING PROJECTS.

* * * * *

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

Section 1. The City Council hereby authorizes Budget Amendment 14-10 (Amendment), in the amount of \$529,400.00, to fund engineering and surveying services for Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Projects. A copy of such Amendment is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

**CITY OF ROSENBERG, TEXAS
REQUEST FOR BUDGET AMENDMENT**

NUMBER: 14-10

Fund 423 and 501 Departments: Various Fiscal Year: 2013-14

Item [] was [X] was not included in the Department's original budget request.

Type of expenditure: () Recurring (X) Nonrecurring

Type of adjustment: () line-item transfer [] department transfer
(X) request for additional funds [] accounting correction

The budget amendment requested will require the following revisions:

FUND BALANCE/RETAINED EARNINGS ACCOUNT(S):		ORIGINAL	REQUESTED	AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET (1)	TRANSFER	BUDGET
501-0000-350-0000	Retained Earnings	4,549,537.34	(529,400.00)	\$ 4,020,137.34
	TOTAL	\$ 4,549,537.34	\$ (529,400.00)	\$ 4,020,137.34

REVENUE ACCOUNT(S):		ORIGINAL	REQUESTED	AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET (1)	TRANSFER	BUDGET
423-0000-481-9501	Transfer from W/WW Fund	\$ -	\$ 529,400.00	\$ 529,400.00
	TOTAL	\$ -	\$ 529,400.00	\$ 529,400.00

EXPENSE ACCOUNT(S):		ORIGINAL	REQUESTED	AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET (1)	TRANSFER	BUDGET
423-0000-550-7031 CP1411	Imp O/T - Lift Station No. 11 Replacement	\$ -	\$ 160,000.00	\$ 160,000.00
423-0000-550-7032 CP1410	Imp O/T - FY14 Sanitary Sewer Pipe Bursting	\$ -	\$ 369,400.00	369,400.00
501-9000-600-9423	Transfer to CO 2014 Fund		529,400.00	529,400.00
	TOTAL	\$ -	\$ 1,058,800.00	\$ 1,058,800.00

(1) INCLUDES PREVIOUSLY APPROVED AMENDMENTS

Reason for Amendment: Please explain the reason(s) the amendment is requested.

This budget adjustment is necessary to fund the engineering and surveying services for the Lift Station No. 11 Replacement and the FY2014 Sanitary Sewer Pipe Bursting Project.

Joyce Vaart

Director of Finance _____ Date _____ City Manager _____ Date _____

Mayor/City Council _____ Date _____

ACCOUNTING USE ONLY: DATE POSTED: _____ POSTED BY: _____



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
6	Resolution No. R-1773 – Intent to Issue Certificates of Obligation

ITEM/MOTION

Consideration of and action on Resolution No. R-1773, a Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, in an aggregate principal amount not to exceed \$5,000,000, for the acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto.

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

Annualized Dollars:

- One-time
 Recurring
 N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

- Resolution No. R-1773
- Certificates of Obligation, Series 2014 – Financing Schedule

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

Reviewed by:

- Exec. Dir. of Administrative Services
 Asst. City Manager for Public Services
 City Attorney
 City Engineer
 City Bond Counsel *MD/jv*

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Marcus Deitz, Fulbright & Jaworski LLP, has prepared Resolution No. R-1773 authorizing publication of Notice of Intention to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$5,000,000 for the Lift Station No. 11 Replacement and FY2014 Sanitary Sewer Pipe Bursting Projects.

Approval of Resolution No. R-1773 is required for Mr. Deitz, City's Bond Counsel, and Joe Morrow, City's Financial Advisor, to proceed with obtaining quotes for the financing. The quotes and terms will be presented to City Council at a later date for approval. The proposed schedule is to obtain quotes on May 20, 2014.

Staff recommends approval of Resolution No. R-1773, authorizing publication of Notice of Intention to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$5,000,000 for the acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto.

RESOLUTION NO. R-1773

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000 FOR THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

STATE OF TEXAS §
COUNTY OF FORT BEND §
CITY OF ROSENBERG §

WHEREAS, the City Council (the “City Council”) of the City of Rosenberg, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Rosenberg, Texas Certificates of Obligation, Series 2014, in one or more series, in an aggregate principal amount not to exceed \$5,000,000 (the “Certificates”) for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Council intends to publish notice of intent to issue the Certificates (the “Notice”) in a newspaper of general circulation in the City; and

WHEREAS, the City Council has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least

thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinances authorizing the issuance of the Certificates.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

PASSED AND APPROVED this 1st day of April, 2014.

Vincent M. Morales, Jr., Mayor
City of Rosenberg, Texas

ATTEST:

Linda Cernosek, City Secretary
City of Rosenberg, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Rosenberg, Texas (the “City”) will meet at its regular meeting place at City Hall, Rosenberg, Texas at 7:00 p.m. on the 20th day of May, 2014, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation in one or more series, payable from ad valorem taxation and a surplus pledge of certain revenues of the water and sewer system of the City, in the maximum aggregate principal amount of \$5,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) water and sewer system improvements, including the construction and installation of a lift station and the installation, repair and replacement of water and sewer lines and (ii) professional services rendered in connection with the above listed projects.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 1st day of April, 2014.

City Secretary
City of Rosenberg, Texas

City of Rosenberg, Texas
Certificates of Obligation, Series 2014

FINANCING SCHEDULE

*** As of March 20, 2014 ***

Mar-14							Apr-14							May-14							Jun-14							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5						1	2	3	1	2	3	4	5	6	7
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
23	24	25	26	27	28	29	27	28	29	30	25	26	27	28	29	30	31	29	30									
30	31																											

Completion Date	Event	Responsibility
Wed - Mar 26	Information request sent to City	FA
Tues - Apr 1	City Council Meeting: Authorize Publication of Notice of Intent of Sale for Certificates	City, BC
Fri - Apr 4	Publish First Notice of Intent	City, BC
Mon - Apr 7	Information Request Due from City	City
Wed - Apr 9	Circulate Draft of Preliminary Official Statement (POS) and Notice of Sale (NOS)	FA
Fri - Apr 11	Publish Second Notice of Intent	City, BC
Wed - Apr 16	Comments due on 1st Draft of POS/NOS	FWG
Thur - Apr 17	Circulate 2nd Draft of POS/NOS	FA
Mon - Apr 21	Mail Credit Packages to rating agencies	FA
Thur - Apr 24	Comments due on 2nd Draft of POS/NOS	FWG
Week of April 28	Rating Calls	City, FA
Mon - May 5	Circulate 3rd Draft of POS/NOS	FA
Thur - May 8	Receive Ratings	FA
Fri - May 9	Final comments due on POS/NOS	FWG
Mon - May 12	Print sale documents	FA
Tue - May 20	City Council Meeting: Award Certificates to Purchasers, Adopt Ordinance	City, FA, IP
Wed - May 21	Circulate draft of OS	FA
Thur - May 22	Submit transcript of proceedings to Attorney General	BC
Tue - May 27	Comments due on OS	FWG
Wed - May 28	Print and mail OS	FA
Wed - June 10	Circulate Closing Memo	FA
Wed - June 17	Closing	FWG, IP

* This Financing Schedule is subject to change.

Symbol Key		
FWG	Finance Working Group	Includes the City, BC & FA
BC	Bond Counsel	Fulbright & Jaworski, LLP
FA	Financial Advisor	First Southwest Company
IP	Initial Purchaser.....	TBD



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
7	Resolution No. R-1774 - Appointment to the Business Assistance Grant Review Committee

ITEM/MOTION

Consideration of and action on Resolution No. R-1774, a Resolution appointing one (1) Councilmember to serve on the Business Assistance Grant Review Committee.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1774
2. Business Assistance Grant Program Guidelines and Criteria Excerpt – Section 11
3. Resolution No. R-1770 – 03-18-14
4. City Council Meeting Draft Minute Excerpt – 03-18-14

APPROVALS

Submitted by:


 Rachelle Kanak
 Assistant Economic
 Development Director

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager for Public Services
- City Attorney
- City Engineer
- Economic Development Director *RA*

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

On March 18, 2014, the City Council approved Resolution No. R-1770, establishing the Rosenberg Business Assistance Grant Program (Program) City-wide. A component of this Program is the appointment of a Business Assistance Grant Review Committee (Committee) to review and select grant applications based upon the established Guidelines and Criteria.

Resolution No. R-1774 allows for City Council to nominate and appoint a City Council representative to serve on this Committee. The term of this appointment will be further defined once the full Committee representatives have been appointed and have an opportunity to set terms. It is anticipated that this Committee will meet on a monthly basis.

Staff recommends City Council nominate and appoint a Councilmember to serve on the Business Assistance Grant Review Committee.

RESOLUTION NO. R-1774

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPOINTING ONE (1) COUNCILMEMBER TO SERVE ON THE BUSINESS ASSISTANCE GRANT REVIEW COMMITTEE.

* * * * *

WHEREAS, the City Council has created the Business Assistance Grant Program (Program) to address economic development in the City Limits and approved a Business Assistance Grant Review Committee (Committee) to oversee said Program; and,

WHEREAS, the Committee is to be comprised of five (5) members with representatives appointed to serve from the City Council, Rosenberg Image Committee, Rosenberg Development Corporation, West Fort Bend Management District, and Rosenberg Planning Commission; and,

WHEREAS, one (1) position is to be filled by a City Councilmember for a term to be determined by said Committee once fully established; now, therefore,

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

Section 1. The following City Councilmember is hereby appointed to serve on the Business Assistance Grant Review Committee:

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

Section 10. Funding

- A. Funding will only be provided on a reimbursement basis upon the completion of the project in accordance with Section 7D above and following an on-site inspection of the improvements.
- B. The City shall be granted the right to inspect the improvement work in progress and upon completion.
- C. Applicant shall provide the City with written notification of project completion. Such notification shall include a letter signed by the Applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payments has been made for all labor and materials involved in the project. Also included in such notification shall be such documents as, but not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items the City may reasonably deem necessary for determining the successful completion of the project.
- D. Upon receipt of a notification of completion, an on-site inspection shall be made by a representative or representatives of the City to confirm, completion in accordance with the application and/or approved modifications, such inspection shall not be considered in any way as a reflection of the City's approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of Applicant.
- E. At the next regular Review Committee meeting following the on-site inspection, a written statement by the city representatives shall be provided to the Review Committee testifying either to (1) compliant project completion, or (2) non-compliant project completion. In the event of a "non-compliant report", the Review Committee will review the findings, and if in agreement with the report, a letter shall be issued to the Applicant stating the area/areas of non-compliance. The project shall be subject to re-inspection to confirm the successful completion of the project. Failure to correct the area/areas of non-compliance within thirty (30) days of the date of the "non-compliant letter" shall be cause for cancellation of the grant.
- F. At the regular meeting at which a "compliant" inspection report is provided, a motion to authorize funding will be adopted. Issuance of payment shall take place within ten (10) days of the funding authorization.
- G. In order to receive approval of a reimbursement, all projects should be completed by August 15 of the budget year in which the grant was approved.

Section 11. Review Committee

The Business Assistance Grant Review Committee (Review Committee) will review and score all applications. Said Review Committee will be comprised of five (5) members, with a representative from each of the following: Rosenberg City Council, the Rosenberg Image Committee, the Rosenberg Development Corporation, the West Fort Bend Management District, and the Rosenberg Planning Commission. The Economic Development Director for the City will serve as the staff liaison for the Review Committee. Each member shall be chosen by the entity on which they currently serve.

Section 12. Amendment

RESOLUTION NO. R-1770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, REGARDING THE GUIDELINES AND CRITERIA, GRANT APPLICATION AND APPLICATION FOR APPEAL REQUEST FOR THE CITY OF ROSENBERG BUSINESS ASSISTANCE GRANT PROGRAM.

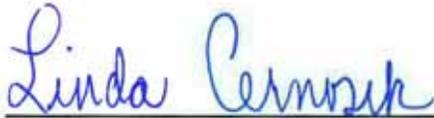
* * * * *

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

Section 1. The Guidelines and Criteria, Grant Application, and Application for Appeal Request for the City of Rosenberg Business Assistance Program are hereby approved. Copies of such documents are attached hereto as Exhibit "A", Exhibit "B", and Exhibit "C", and made a part hereof for all purposes.

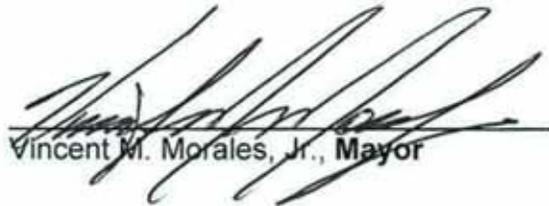
PASSED, APPROVED, AND RESOLVED this 18th day of March 2014.

ATTEST:



Linda Cernosek, City Secretary

APPROVED:



Vincent M. Morales, Jr., Mayor



BUSINESS ASSISTANCE GRANT PROGRAM
GUIDELINES AND CRITERIA

Section 1. Sponsor

City of Rosenberg.

Section 2. Purpose

The purpose of this Program is to enhance the economic vitality of the City of Rosenberg by encouraging visually appealing physical improvements to local business establishments.

Section 3. Grant Type

Grants provided are Reimbursement Grants, such grants being a cash match for funds disbursed by an Applicant, and are in amounts not to exceed those provided under Section 6, "Type of Grants" below. In-kind contributions may not be used as a part or whole of an Applicant's match. Only Applicant's cash expenditures may be used as a grant match.

Section 4. Funding Cycle

Funding cycles shall be October 1st through September 30th. For each funding cycle, the City shall designate an amount of funding for that cycle. Upon depletion of those funds, the City will be under no obligation to fund additional grants. Likewise, the City is under no obligation to establish future cycles.

Section 5. Eligibility

- A. Any new or existing business within the Rosenberg City Limits.
- B. Business facilities also serving as a residence are not eligible.
- C. Business facilities and/or properties which have outstanding financial obligations to the City of Rosenberg, such as liens, court fines, City utility bills, or delinquent property taxes are not eligible.
- D. Business facilities and/or property owners which have an ongoing lawsuit or are in any way parties to litigation against the City of Rosenberg are not eligible.

Section 6. Type of Grants

- A. **FAÇADE IMPROVEMENT:** Improvements to storefronts, including, but not limited to, items such as painting, reconstruction, and remodeling.
Up to a 50% matching grant with maximum of \$10,000.
- B. **SIGN IMPROVEMENTS:** New signs, and renovation or removal of existing signs.
Up to a 50% matching grant with a maximum of \$10,000.

- C. **PROPERTY IMPROVEMENT:** Items such as landscaping (if irrigated and maintained or warranted for one year), lighting, sidewalk and driveway improvements, parking lot improvements.
- Up to a 50% matching grant with a maximum of \$10,000.**
- D. **DEMOLITION:** Demolition of abandoned signs and structures.
- Up to a 50% matching grant with a maximum of \$10,000.**

Section 7. Guidelines

- A. Proof of ownership will be required of Applicants operating a business in an owned facility or owners of a business facility.
- B. An Applicant operating in a leased facility must apply jointly with property owner. Copies of a lease agreement and proof of ownership will be required.
- C. Grant funding will be limited to one (1) grant to any one (1) Applicant during a calendar year.
- D. Improvements shall be made in accordance with project drawings, specifications, and/or information provided in the application, such having been previously approved by the City. Failure to do so will render the Applicant ineligible to receive grant funding. Any modifications must first receive the written approval of the City or its designee. Failure to do so will likewise render the Applicant ineligible to receive grant funding.
- E. Applicant is obligated to obtain all applicable permits related to the improvement project. Failure to do so will render the Applicant ineligible for grant funding.
- F. The improvements, as presented in the application, must be completed in their entirety. Incomplete improvements will render the Applicant ineligible for grant funding.
- G. Upon approval of a grant application, and during the implementation of the improvements, a representative or representatives of the City shall have the right of access to inspect the work in progress.
- H. Improvements may not commence prior to having received written approval for a grant from the City.
- I. In order to be eligible to receive the grant funding, improvements must be completed within six (6) months of receiving grant approval from the City.
- J. All landscaping installed in the scope of the project must be irrigated and maintained or warranted by the Applicant for minimum of one (1) year from the date of installation.
1. If landscaping is considered as part of the grant request, an underground irrigation system shall be employed and said landscaping shall be irrigated and maintained. Trees, plants,

shrubs, or groundcover, as approved in the grant proposal, shall be replaced if they become diseased, damaged, or die.

- K. All applications must contain a cost estimate (bid) from a minimum of two (2) qualified contractors or suppliers.
- L. Labor provided by the Applicant or his/her employees may not be included in the cost estimate of the project and is not reimbursable through this Program.

Section 8. Application & Approval

- 1. Applications must be made on a form provided by the City, and may be obtained at the Rosenberg City Hall, 2110 4th Street, Rosenberg, Texas 77471, or on the City website at www.ci.rosenberg.tx.us.
- 2. Applications will be considered on a monthly basis and must be submitted by the last day of each month.
- 3. Monthly consideration of applications may be delayed in the event the City elects for any reason not to consider grant applications for any particular month.
- 4. One (1) original and one (1) copy of an application must be submitted.
- 5. The City reserves the right to utilize whatever outside resources it deems necessary for assistance in its decision-making process.
- 6. Applicants must score a minimum of sixty (60) points on the evaluation guidelines to be eligible for approval.
- 7. Applicants will be notified in writing of the City's approval or disapproval of an application.

Applicants who have been denied grant funding may appeal the Review Committee's decision to City Council. Applicants who choose to appeal the Committee's decision must complete the Application to Appeal and submit the Application to Appeal to the Economic Development Director, within ten (10) days from the date of the grant denial. The Committee will, (within 15 days of receipt of the completed Application to Appeal), submit the appeal to City Council for their review, and the appeal will be placed on City Council's calendar at the first available date. Applicant will be notified as to when the appeal will be heard by City Council, and the applicant will have the opportunity to address City Council at that time. Applicant will be notified in writing of the City Council's decision.

- 8. The City may award Applicant a grant with certain provisions, conditions, or other requirements as it may from time to time deem appropriate.
- 9. The City of Rosenberg reserves unto itself the absolute right of discretion in deciding whether or not to approve a grant relative to this application. The Applicant accepts that the all decisions relating to the award of grant funds involves subjective judgments on the part of the decision-making entity related to the aesthetics of the proposed project and the granting of award funds for said project.

- 10. The City reserves the right to waive any requirement(s) herein contained, and/or add any requirements(s) it deems to appropriate in making its determination of approval or disapproval of a grant(s) application.
- 11. Application shall include photos of the existing conditions to be improved.

Section 9. Evaluation Criteria Standards

The following factors shall be considered in determining whether or not to award a grant. Grant applications must score a minimum of sixty (60) points to be considered for funding. A score of sixty (60) or more points does not guarantee funding. All funding is contingent on remaining funds availability.

The evaluation matrix is a guide to assist the Review Committee in the evaluation process. The business Applicant does not need to address each criterion in the impact standard to receive the total number of allotted points. The criteria within each impact standard are examples of the types of criteria the Review Committee may consider:

Visual Impact	Possible Points	Awarded Points
<ul style="list-style-type: none"> • Improvement in the attractiveness of the location and the level of blight or deterioration removed; • Paint color/sign chosen are tasteful and consistent with surrounding businesses; • Paint chips/sign materials/landscaping materials are submitted with application and final project reflects what was submitted and approved; • Level of improvements' impact on overall appearance of facility. • Productive life of improvements. 	30	
<p>Economic Impact</p> <ul style="list-style-type: none"> • Amount of additional funding expended by business; • Appropriateness of business to overall economic development in the surrounding neighborhood; • Traffic level of roadways adjacent to improvement; • Mitigation of health and safety issues; • Reuse of vacant or underutilized property. 	25	
<p>Historical/Community Impact</p> <ul style="list-style-type: none"> • Level of historical significance of building/area being improved; • Level of value added to the community by the business; • Level of interest/desire for business in the community; • Level of attention to historical architecture (if applicable). 	25	
<p>Location Impact</p> <ul style="list-style-type: none"> • Business located on Avenue H (between Bamore Road and Lane Drive). 	20	

Section 10. Funding

- A. Funding will only be provided on a reimbursement basis upon the completion of the project in accordance with Section 7D above and following an on-site inspection of the improvements.
- B. The City shall be granted the right to inspect the improvement work in progress and upon completion.
- C. Applicant shall provide the City with written notification of project completion. Such notification shall include a letter signed by the Applicant stating that all improvements have been completed in accordance with the application and/or approved modifications, and that full payments has been made for all labor and materials involved in the project. Also included in such notification shall be such documents as, but not limited to, paid receipts for materials and labor, permits, inspection reports, project photographs, or any other items the City may reasonably deem necessary for determining the successful completion of the project.
- D. Upon receipt of a notification of completion, an on-site inspection shall be made by a representative or representatives of the City to confirm, completion in accordance with the application and/or approved modifications, such inspection shall not be considered in any way as a reflection of the City's approval on the quality, safety, or reliability of the improvements, such being the sole responsibility of Applicant.
- E. At the next regular Review Committee meeting following the on-site inspection, a written statement by the city representatives shall be provided to the Review Committee testifying either to (1) compliant project completion, or (2) non-compliant project completion. In the event of a "non-compliant report", the Review Committee will review the findings, and if in agreement with the report, a letter shall be issued to the Applicant stating the area/areas of non-compliance. The project shall be subject to re-inspection to confirm the successful completion of the project. Failure to correct the area/areas of non-compliance within thirty (30) days of the date of the "non-compliant letter" shall be cause for cancellation of the grant.
- F. At the regular meeting at which a "compliant" inspection report is provided, a motion to authorize funding will be adopted. Issuance of payment shall take place within ten (10) days of the funding authorization.
- G. In order to receive approval of a reimbursement, all projects should be completed by August 15 of the budget year in which the grant was approved.

Section 11. Review Committee

The Business Assistance Grant Review Committee (Review Committee) will review and score all applications. Said Review Committee will be comprised of five (5) members, with a representative from each of the following: Rosenberg City Council, the Rosenberg Image Committee, the Rosenberg Development Corporation, the West Fort Bend Management District, and the Rosenberg Planning Commission. The Economic Development Director for the City will serve as the staff liaison for the Review Committee. Each member shall be chosen by the entity on which they currently serve.

Section 12. Amendment

The City Council reserves unto itself the right to amend these Guidelines and Criteria as it may from time to time find desirable.

Section 13. Notice

- A. THE PROVISION OR DELIVERY OF THESE GUIDELINES AND CRITERIA TO AN INTERESTED PARTY DOES NOT CONSTITUTE AN OFFER OF AN IMPROVEMENT GRANT TO THAT PARTY.
- B. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT LIMIT THE DISCRETION OF THE CITY TO DECIDE WHETHER TO PROVIDE OR NOT PROVIDE A GRANT TO AN APPLICANT, WHICH ABSOLUTE RIGHT OF DISCRETION THE CITY RESERVES UNTO ITSELF, WHETHER OR NOT SUCH DISCRETION MAY BE DEEMED ARBITRARY OR WITHOUT BASIS IN FACT.
- C. THE ADOPTION OF THESE GUIDELINES AND CRITERIA DOES NOT CREATE ANY PROPERTY, CONTRACT, OR OTHER LEGAL RIGHTS IN ANY PERSON TO HAVE THE CITY PROVIDE GRANT FUNDING.
- D. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS ASSISTANCE GRANT PROGRAM. IF ANY PROVISION OF THIS PROGRAM SHALL BE HELD TO BE INVAILD OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS OF THIS PROGRAM SHALL NOT BE AFFECTED THEREBY.
- E. THE CITY, ITS EMPLOYEES, AND ITS AGENTS, DO NOT ATTEST TO THE QUALITY, SAFETY, OR CONSTRUCTION OF A PROJECT ELIGIBLE FOR, OR RECEIVING GRANT FUNDING. THEREFORE, THE CITY, ITS EMPLOYEES, AND AGENTS SHALL BE HELD HARMLESS BY THE APPLICANT/APPLICANTS FOR ANY AND ALL DAMAGES ASSOCIATED WITH THE PLANNING, CONSTRUCTION, AND SUBSEQUENT EXISTENCE OF ANY PROJECT WHOSE APPLICATION HAS BEEN APPROVED, OR HAS RECEIVED ACTUAL GRANT FUNDING.

Business Assistance Grant Program Agreement

The Rosenberg City Council has adopted policies to implement reasonable measures, as are permitted by law, to attract and promote the development of new and expanded business enterprises within the City, including a Business Assistance Grant Program. The City ("Grantor") hereby enters into an agreement with <BUSINESS NAME> ("Grantee") for an economic development grant in the amount of <\$GRANT AMOUNT>, in exchange for improvements made to property, as specified in the attached application. The terms of this agreement are as follows:

- 1. The Company and/or its contractors shall perform all project work in accordance with the Business Assistance Grant Project Guidelines and Criteria as well as within the parameters enumerated in the submitted grant application.
- 2. Upon completion of the project and verification by the grant committee or a committee designee of the improvement's adherence to the project Guidelines and Criteria and submitted application, the City will reimburse the business owner as per the terms of the project guidelines.
- 3. The program Guidelines and Criteria as well as a copy of the submitted grant application are included as attachments to this agreement.
- 4. The Grantee understands and agrees that if the Grantee is convicted of a violation under 8 U.S.C. Section 1324a(f), the Grantee will reimburse the Grantor the total amount of any payment or incentive made to, or on behalf of, the Grantee within one hundred twenty (120) days after the conviction and City of Rosenberg's notification to the Grantee of the exercise of City's reimbursement remedy.

The Grantee certifies that the above information, and all information contained in the grant application are correct and accurate, and furthermore, the Grantee understand that if he/she has misrepresented anything on this form or grant application, the City of Rosenberg is under no obligation to provide reimbursement funds. Furthermore, if reimbursement funds have already been distributed, the Grantee will be liable to reimburse the City of Rosenberg for any amount reimbursed to it, and that it will forfeit any future eligibility for grant funds. The Grantor certifies that the funds approved are available and have been reserved solely for the purpose provided in this agreement.

PLEASE SUBMIT A COMPLETED W-9 FORM WITH YOUR EXECUTED GRANT AGREEMENT.

For the Grantee:

Signed: _____ Date: _____

Printed Name: _____ Title: _____

For the Grantor:

Signed: _____ Date: _____

Printed Name: _____ Title: _____

Business Assistance Grant Program

APPLICATION
TO
CITY OF ROSENBERG

Please Note:

1. *Please review the Business Assistance Grant Program guidelines and criteria prior to the submission of a grant application.*
2. *Submit the original and one (1) copy of the completed application.*
3. *All parties having an ownership in the business or facility must be parties to this application.*
4. *Applications must be submitted jointly by both the lessee and the lessor for businesses operating in leased facilities.*
5. *Applications must be submitted by the last business day of the quarter in order to be eligible for consideration the following month.*
6. *Applications must contain a minimum of two (2) cost estimates from qualified contractors and/or suppliers.*
7. *Applications may be submitted to and additional information obtained from:*

Interim Economic Development Director
City of Rosenberg
P.O. Box 32
Rosenberg, TX 77471-0032
Office: 832.595.3330
rachellek@ci.rosenberg.tx.us



(PLEASE PRINT IN BLUE/BLACK INK OR TYPE)

1. Applicant/Applicants' name(s) _____

2. Type of grant(s) being requested (check all that apply):

Façade Sign Property Improvement Demolition

3. Business name _____

4. Mailing address _____

5. Applicant contact: Phone _____ Fax _____

E-mail _____

6. Physical address of property for which grant is being requested

7. This business is a: Sole proprietorship Partnership Corporation
Other _____

(Please state)

A. Please provide applicable business documentation such as DBA, Partnership Agreement, Corporate Charter, etc.

8. Brief description of business activity (Attach additional sheets, if necessary)

9. Is the property owned or leased by the Applicant? Owned Leased

A. If owned, please provide proof of ownership

B. If leased:

- a. Please provide a copy of the lease agreement
- b. Name of lessor _____
- c. Address of lessor _____
- d. Lessor contact: Phone _____ E-mail _____

10. Date business established in Rosenberg, TX _____

11. Number of employees _____

City of Rosenberg Business Assistance Grant Program



12. Please provide a description of the proposed project

(Attach additional sheets, if necessary, and please consider review criteria to ensure the committee has all relevant information on your project)

A. For Façade Improvements: Please list the colors you plan to use and provide color chip samples from a paint supply store (such as Sherwin Williams, Benjamin Moore, etc.)

Colors: _____

B. For Sign Improvements: Please list the colors you plan to use and provide color chip samples

Colors: _____

C. For Property Improvements: Please provide any additional information which would further help describe this project.

D. For Demolitions: Please provide any additional information which would further describe this project.

E. General: Please provide any additional materials which will assist with the description of your project (photographs, plans, etc.).

13. Amount of grant funds requested (Maximum of \$10,000) _____

14. Total cost of the project _____

A. Labor cost _____

B. Materials Cost _____

15. Estimated start date of project _____

16. Estimated completion date of project _____

17. Please attach photos of the existing conditions.

18. Please provide any additional information you believe to be important concerning this grant application on pages attached for that purpose.

City of Rosenberg Business Assistance Grant Program



I (we) the undersigned do hereby acknowledge and/or certify the following:

1. Prior to the submission of this application, a copy of the "Guidelines and Criteria" for the Business Assistance Grant program has been obtained, reviewed and clearly understood.

____ Initials

2. The submission of this Application does not create any property, contract or other legal rights in any person or entity to have the Grantor provide grant funding.

____ Initials

3. If the grant funding is approved, full compliance will be maintained with all the provisions of the "Guidelines and Criteria", and/or special provisions attached as part of the grant. Failure to do so can be grounds for ineligibility to receive previously approved grant funding.

____ Initials

4. If grant funding is approved, a designee(s) of the City of Rosenberg shall have the right to inspect the work in progress, as well as the completed improvements.

____ Initials

5. All grant funding is contingent upon the continued availability of grant funds. The City of Rosenberg reserves the right to decrease funding or cancel the grant program at its sole discretion.

____ Initials

6. The City of Rosenberg reserves unto itself its absolute right of discretion in deciding whether or not to approve a grant relative to this application. The Applicant accepts that the all decisions relating to the award of grant funds involve subjective judgments, on the part of the decision-making entity, related to the aesthetics of the proposed project and the granting of award funds for said project. The City of Rosenberg reserves the right to waive or add to any of the requirements of a grant application as it deems necessary.

____ Initials

7. The City of Rosenberg, its employees and its agents shall be held harmless for any damages, both personal and property, which may result directly or indirectly from any incident associated with subject project of this Application both during and after construction, and that the City of Rosenberg, its employees, and its agents shall not be liable for any debts incurred in association with the execution and completion of the subject project of this Application, and further that I (we) the Applicant/Applicants assume all responsibility for any and all of the aforementioned liabilities.

____ Initials

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of the "Guidelines and Criteria", and this Application, and that if any provision or provisions of these should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

____ Initials

9. The information provided in this Application has been provided voluntarily, and may be relied on as being true and correct, and that the City of Rosenberg may rely on the signatures affixed hereto as if the same had been signed by Applicant(s) before a Notary Public or other authorized officer to administer oaths and to take acknowledgements.

____ Initials

City of Rosenberg Business Assistance Grant Program



10. State law requires that, by signing and submitting this application, you certify that the company, its branches, divisions and departments (company) do not and will not knowingly employ an undocumented worker. An agreement with the company will require the company to repay the total amount of the public benefit received with interest at the rate and according to the terms of the agreement if the company is convicted of a violation under 8 U.S.C. Section 1324a (f). Repayment will be due no later than the 120th day after the date the City notifies the company of the violation as provided in the agreement.

An undocumented worker is an individual who, at the time of employment, is not:

- a. lawfully admitted for permanent residence to the United States; or
- b. authorized under law to be employed in that manner in the United States.

____ Initials



APPLICANT SIGNATURES

Signed this __ day of _____, 201__

(Print Applicant Signature)

(Applicant Signature)

Signed this __ day of _____, 201__

(Print Property Owner Signature)

(Property Owner Signature)



APPLICATION CHECKLIST

- 1. Original and one copy of application _____
- 2. All owners as parties to the application _____
- 3. Lessor and lessee as parties to the application _____
- 4. Business documentation (DBA, Corp. Charter, etc.) _____
- 5. Property proof of ownership _____
- 6. Copy of lease agreement _____
- 7. Project plans, specifications, photographs, etc. _____
- 8. Project cost estimates (2 Bids) _____
- 9. Photos of existing conditions _____



Business Assistance Grant Program
Appeal Request

Applicant/Applicants' Name(s) _____

Business Name _____

Mailing Address _____

Applicant Contact: Phone _____ Fax _____

E-mail _____

Physical address of property for which grant was being requested:

Date of Grant Application: _____ Date Grant Denied: _____

Amount of Requested Award: _____

I filed a grant application, under the conditions outlined in the Rosenberg Business Assistance Grant Application and Guidelines, with the Rosenberg Business Assistance Grant Review Committee. My grant was denied. With my signature below, I request my grant application be appealed to City Council for their consideration. (Please initial each statement and sign below)

- _____ I understand City Council's decision is final and may not be appealed further.
- _____ I understand I have 10 business days from the date the grant was denied to request an appeal (via email date or postmarked date).
- _____ I understand the Economic Development Director has 15 business days from the date of receipt to submit my appeal to City Council, and my appeal will be placed on City Council calendar for review at the first available meeting date as determined by the City Manager's Office.
- _____ I understand I will be informed by City staff in writing of the date of the appeal review by City Council, and I will be given an opportunity to address Council if I so choose.
- _____ I have included all documents as described on page two of this appeal application and my Application to Appeal is complete and timely.

Applicant's Signature

Date



1

Applications for Appeal should be mailed, delivered, or emailed to:
Interim Economic Development Director
City of Rosenberg
PO Box 32, 2110 4th Street
Rosenberg, Texas 77471
Email rachellek@ci.rosenberg.tx.us



Please submit the following with your request for appeal:

1. Initial application for Business Assistance Grant Program (with all attachments and included documentation)
2. Letter of Denial from the City of Rosenberg's Business Assistance Grant Program Review Committee.
3. A personal statement from you as to why you believe your grant application should be approved. Please address each area outlined in the Letter of Denial from the Review Committee.

Plant No. 1A service area. Cost estimates to replace the remainder of the sewer collection system lines, certain lift stations, and replacement of the chemical disinfection system at the wastewater treatment plant were also provided. The overall objective is to complete the rehabilitation work in this service area within the next three (3) to four (4) year period.

The proposed FY2014 Sanitary Sewer Pipe Bursting Project (Project) is the next phase of the sewer collection system line replacement. This Project will complete the replacement of collection system lines north of Avenue F, along with additional lines that have deteriorated to the point beyond repair. This Project is necessary to maintain compliance with Texas Commission on Environmental Quality (TCEQ) regulations regarding sanitary sewer overflows and increased inflow/infiltration flows experienced during rain events. The Water/Wastewater Fund balance has sufficient funding for completion of the engineering services phase of the Project. A budget adjustment will be presented at the April 01, 2014 City Council Meeting. The Contract will be executed at such time the budget adjustment is approved. Upon completion of the engineering design and bidding process, the construction bid award would be placed on a future Agenda for City Council consideration and approval. The preliminary construction cost estimate for this phase of the Project is approximately \$3.5 million dollars. The construction will be funded with proceeds from proposed FY2014 Certificates of Obligation or Revenue Bonds, which will also be presented at the April 01, 2014 City Council Meeting.

Staff recommends approval of Resolution No. R-1768, authorizing the City Manager to execute a Contract for Engineering Services for Sanitary Sewer Pipe Bursting Project with Kelly R. Kaluza & Associates, Inc., for the engineering and surveying services for the FY2014 Sanitary Sewer Pipe Bursting Project, in the amount of \$369,400.00.

Key discussion points:

- John Maresh read the Executive Summary regarding Resolution No. R-1768.
- The general consensus of Council was that the need for this project is great.
- Councilor Pena commended John Maresh and staff for a good job.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Resolution No. R-1768, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Contract for Engineering Services for Sanitary Sewer Pipe Bursting Project for engineering and surveying services for the FY2014 Sanitary Sewer Pipe Bursting Project, by and between the City and Kelly R. Kaluza and Associates, Inc., in the amount of \$369,400.00. The motion carried by a unanimous vote.

5. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1770, A RESOLUTION REGARDING THE GUIDELINES AND CRITERIA, GRANT APPLICATION AND APPLICATION FOR APPEAL REQUEST FOR THE CITY OF ROSENBERG BUSINESS ASSISTANCE GRANT PROGRAM.

Executive Summary: On February 25, 2014, City Council discussed proposed revisions to the Avenue H Business Assistance Grant Program. Staff was directed to revise the proposed agreement to address the maintenance of landscaping in the grant criteria, raise the maximum grant award to \$10,000, and develop an appeals process for applicants who were denied a grant. The redlined copy of the Business Assistant Grant Program Guidelines and Criteria incorporating these changes was included in the agenda packet. Staff was directed to make the requested revisions and submit to City Council for consideration of the revised criteria.

Resolution No. R-1770 includes the revised Program guidelines as Exhibit "A", the grant application as Exhibit "B", and the application for appeal request as Exhibit "C". Staff recommends approval of Resolution No. R-1770 as presented.

Key discussion points:

- Rachelle Kanak, Assistant Economic Development Director, read the Executive Summary regarding Resolution No. R-1770.
- The general consensus of Council was to move forward with the program as presented to increase the maximum grant award to \$10,000.00.

Action: Councilor Bolf made a motion, seconded by Councilor Benton to approve Resolution No. R-1770, a Resolution regarding the Guidelines and Criteria, Grant Application and Application for Appeal Request for the City of Rosenberg Business Assistance Grant Program. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1763, A RESOLUTION AUTHORIZING THE USE OF ROSENBERG DEVELOPMENT CORPORATION FUNDS FOR PARK IMPROVEMENTS IN THE AMOUNT OF \$47,720.00 AS RECOMMENDED BY THE ROSENBERG DEVELOPMENT CORPORATION AND THE PARKS AND RECREATION BOARD.**

Executive Summary: At the regularly scheduled February 27, 2014 Parks and Recreation Board (Board) meeting, the Board reviewed and discussed proposals regarding park improvements funded by the Rosenberg Development Corporation (RDC). After reviewing the recommended expenditures that included painting the park entrance signs, resurfacing of all tennis courts, restriping of all basketball courts, and purchasing and planting trees, the Board unanimously approved the recommendations.

Staff recommends approval of Resolution No. R-1763, a Resolution authorizing the use of Rosenberg Development Corporation funds for park improvements in the amount of \$47,720.00 as recommended by the Rosenberg Development Corporation and the Parks and Recreation Board.

Key discussion points:

- Darren McCarthy, Parks and Recreation Director read the Executive Summary regarding Resolution No. R-1763.
- Councilor Grigar commented he is glad to see the “Keep America Beautiful” award and that with our youth we are keeping up with our parks.
- Councilor Bolf commented that Darren McCarthy is very studious in coming in under budget and this will be used to restripe the basketball courts.
- Councilor McConathy commented it will look wonderful.

Action: Councilor Bolf made a motion, seconded by Councilor Grigar to approve Resolution No. R-1763, a Resolution authorizing the use of Rosenberg Development Corporation funds for park improvements in the amount of \$47,720.00 as recommended by the Rosenberg Development Corporation and the Parks and Recreation Board. The motion carried by a unanimous vote.

7. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-13, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING SECTIONS 23-27, 23-29, AND 23-31 OF ARTICLE II OF CHAPTER 23 THEREOF AND SUBSTITUTING THEREFOR NEW SECTIONS 23-27, 23-29, AND 23-31; PROVIDING FOR CURBSIDE SOLID WASTE COLLECTION, GUIDELINES FOR SOLID WASTE AND/OR RECYCLING CARTS, AND ESTABLISHING SPECIFIC TIMES FOR THE PLACEMENT OF SAID CARTS OUT FOR SERVICE; AND PROVIDING FOR SEVERABILITY.**

Executive Summary: This item amends the Code of Ordinances to correct an inconsistency related to the collection of solid waste. The Ordinance currently states that collection occurs twice per week, which is a remnant of the previous Contract. The Ordinance has been revised to no longer refer to collection frequency so that the Code of Ordinances will not require amending due to Contract changes for solid waste service.

Additionally, an exception has been added to establish a requirement to use the solid waste and/or recycling carts provided for automated curbside service as well as a specific timeframe for setting out carts for service and retrieving carts once they have been emptied.

Staff recommends approval of Ordinance No. 2014-13.

Key discussion points:

- Jeff Trinker, Executive Director of Support Services gave an overview of the item regarding Ordinance No. 2014-13.
- After a brief discussion by Council, the following two revisions were made to the Ordinance.



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
8	Proposed Citizen's Finance Advisory Committee and/or Citizen Appointments to the Finance/Audit Committee Discussion

ITEM/MOTION

Review and discuss proposed appointment of a Citizen's Finance Advisory Committee and/or provide for citizen participation and appointment to the Finance/Audit Committee, and take action as necessary.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. None

MUD #: N/A

APPROVALS

Submitted by:

William Benton/ks

William Benton
 Councilor, At Large Position One

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
 City Manager

EXECUTIVE SUMMARY

This item has been added to the Agenda to offer City Council the opportunity to discuss the potential appointment of a Citizen's Finance Advisory Committee; and/or, to discuss the appointment of citizens to serve on the Finance/Audit Committee.

Should City Council so desire, the Committee would be comprised of citizens brought together for the purpose of reviewing, evaluating, and making recommendations on a variety of City-related budgeting, financial, or accounting matters as directed by City Council.

Should City Council so desire to appoint citizen participants on the Finance/Audit Committee, said participants would be considered non-voting Finance/Audit Committee members, and would serve to make recommendations directly to the Finance/Audit Committee.



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
9	Proposed Curb Painting Amendments Discussion
ITEM/MOTION	
Review and discuss proposed amendments to Section 6-367 of the Code of Ordinances providing rules and regulations governing the painting of street numbers on curbs, and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Code of Ordinances Excerpt – Section 6-367

APPROVALS

Submitted by:

William Benton/ks

William Benton
Councilor, At Large Position One

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
City Manager

EXECUTIVE SUMMARY

This item has been added to the Agenda to offer City Council the opportunity to discuss the potential amendment of the rules and regulations governing the painting of street numbers on curbs. You will find a copy of the current Code Section 6-367 attached for your information and review.

PART II - CODE OF ORDINANCES
Chapter 6 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE XIII. SIGN REGULATIONS

Sec. 6-367. Painting street numbers on city curbs.

The public works director or his designee is hereby authorized to issue a permit for limited periods of time, not exceeding ninety (90) days, stated in the permit, authorizing the permittee to paint street numbers, according to the specific standards set forth below, on the curb showing the correct street number of abutting property. Such permit shall be expressly conditioned upon the permittee's obtaining the consent of the abutting property owner before painting the address applicable to such abutting property, and such permit shall be revocable by the public works director or his designee upon violation of this section. Prior to issuance of a permit hereunder, a permittee shall be required to pay a permit fee of twenty-five dollars (\$25.00). A property owner may paint street numbers on the city curb abutting his or her private property in accordance with specifications hereinafter provided, but shall be exempt from the requirement of obtaining a permit and payment of the twenty-five dollar (\$25.00) permit fee.

All street numbers shall be written in a block numbering style, shall be four (4) inches in height, and the width shall be in proportion to the height or approximately two and one-half (2½) inches in width. A one-inch distance shall be maintained between figures. The color of the painted street curb shall be a reflective paint with black numbers on a white background. The background shall be rectangular in shape and should not extend more than one (1) inch above and below the numbers and not more than two (2) inches on each side. The rectangular background shall be no more than twenty (20) inches in length. No other letters, symbols, or emblems shall be painted on city curbs. The street numbers shall be positioned in front of the abutting property designated by such street number.

Painted street numbers, including flags and other symbols, existing on the date of adoption of this section, nonconforming to the requirements hereof, shall be permitted, provided that any future painting of street numbers on the curb shall be in accordance with the requirements of this section; however, if a curb has been painted with a name in violation of this section, then the property owner shall have ninety (90) days, from the date this section is adopted, to remove such name. If a property owner fails to remove any name in violation of this section within the ninety-day time period specified above, then the property owner will be in violation of this section and the city may take any necessary action to remove the painted name in violation of this section.

(Ord. No. 2011-07, § 1, 5-3-11)

ITEM 10

Consider motion to adjourn for Executive Session.

ITEM 11

Hold Executive Session to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, to deliberate the employment, evaluation and duties of Police Chief as authorized by Section 551.074 of the Texas Government Code.

ITEM 12

Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.



CITY COUNCIL COMMUNICATION

April 01, 2014

ITEM #	ITEM TITLE
13	Resolution No. R-1776 – Police Chief’s Employment Agreement
ITEM/MOTION	

Consideration of and action on Resolution No. R-1776, a Resolution authorizing the Mayor to execute, for and on behalf of the City, an Employment Agreement by and between the City and Dallis Warren to serve as Police Chief.

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 type="checkbox"/> District 4 <input type="checkbox"/> City-wide <input checked="" 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:

MUD #: N/A

1. Resolution No. R-1776 – Exhibit “A” provided under separate confidential cover
2. City Council Meeting Draft Minute Excerpt – 03-18-14
3. City Council Meeting Draft Minutes – 03-10-14

APPROVALS		
Submitted by: Vincent M. Morales, Jr./lo Vincent M. Morales, Jr. Mayor	Reviewed by: <input checked="" type="checkbox"/> Exec. Director of Administrative Services <i>g</i> <input type="checkbox"/> Asst. City Manager for Public Services <input checked="" type="checkbox"/> City Attorney LL/lo <input type="checkbox"/> City Engineer <input checked="" type="checkbox"/> Human Resources Director <i>JO</i>	Approved for Submittal to City Council:  Robert Gracia City Manager

EXECUTIVE SUMMARY
For your review and consideration, attached please find Resolution No. R-1776 which provides authorization for the Mayor to execute an Employment Agreement with Dallis Warren for his service in the position of Police Chief. Exhibit “A” to Resolution No. R-1776 will be provided under separate confidential cover.

RESOLUTION NO. R-1776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND DALLIS WARREN TO SERVE AS POLICE CHIEF.

* * * * *

WHEREAS, City Council duly affirms the appointment of Dallis Warren as Police Chief for the City of Rosenberg effective March 10, 2014; and,

WHEREAS, the Police Chief has been charged by City Council with all of the duties, powers, and responsibilities commensurate with the Police Chief's position and service; and,

WHEREAS, the Police Chief previously acted in the capacity of Interim Police Chief since his appointment by City Council on November 19, 2013, and participated in the Police Chief Assessment Center on February 22, 2014; and,

WHEREAS, City Council has determined that such service will be subject to an Employment Agreement (Agreement) for said Police Chief which sets out compensation, duties, conditions, obligations, and other terms; now, therefore,

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

Section 1. City Council appointed Dallis Warren as Police Chief for the City of Rosenberg on March 10, 2014.

Section 2. City Council hereby authorizes the Mayor to execute an Employment Agreement which establishes compensation and other terms of employment of Dallis Warren in the position of Police Chief, said Employment Agreement being attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. No provision of this Resolution shall be in conflict with any other agreements that may have been executed by Dallis Warren and the City.

Section 4. This Resolution shall become effective immediately upon adoption by the City Council.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

- **Sec. 23-31. – Same-Location. (b)**
 1. Change curb to “in the street right of way”
 2. Change 5:00 p.m. to 12:00 p.m. (noon) the day before collection
- Councilor Euton stated she likes encouraging citizens to put their garbage cans out but feels it is an invasion of personal liberties and she does not feel she should restrict that. Hopefully they would have enough pride to improve their neighborhoods without those restrictions.

Action: Councilor Benton made a motion, seconded by Councilor Bolf to approve, with the changes indicated, Ordinance No. 2014-13, an Ordinance amending the Code of Ordinances by deleting Sections 23-27, 23-29, and 23-31 of Article II of Chapter 23 thereof and substituting therefor new Sections 23-27, 23-29, and 23-31; providing for curbside solid waste collection, guidelines for solid waste and/or recycling carts, and establishing specific times for the placement of said carts out for service; and providing for severability. **The motion carried by a vote of 6 to 1 as follows: Yeses: Mayor Morales, Councilor Benton, McConathy, Pena, Grigar and Bolf. No: Councilor Euton.**

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

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

9. **HOLD EXECUTIVE SESSION TO CONSULT WITH CITY ATTORNEY TO RECEIVE LEGAL ADVICE ON LEGAL MATTERS PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE; FOR DELIBERATIONS REGARDING THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE; AND, FOR DELIBERATIONS REGARDING PERSONNEL MATTERS, TO DELIBERATE THE APPOINTMENT AND EMPLOYMENT OF POLICE CHIEF AS AUTHORIZED BY SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held to consult with City Attorney to receive legal advice on legal matters pursuant to Section 551.071 of the Texas Government Code; for deliberations regarding the potential purchase, exchange, lease, or value of real property pursuant to Section 551.072 of the Texas Government Code; and, for deliberations regarding personnel matters, to deliberate the appointment and employment of Police Chief as authorized by Section 551.074 of the Texas Government Code.

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

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve the employment contract for Dallis Warren, Police Chief. The motion carried by a unanimous vote.

11. **ANNOUNCEMENTS.**

- Special Council Meeting Monday, March 24, 2014 for presentations on the operation and maintenance of the wastewater treatment plants' contract.
- Special Workshop Council Meeting Tuesday, March 25, 2014.

12. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 9:25 p.m.

Linda Cernosek, TRMC, City Secretary

**CITY OF ROSENBERG
SPECIAL COUNCIL MEETING MINUTES**

*****DRAFT*****

On this the 10th day of March, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.	Mayor
William Benton	Councilor at Large, Position 1
Cynthia McConathy	Councilor at Large, Position 2
Jimmie J. Pena	Councilor, District 1
Susan Euton	Councilor, District 2
Dwayne Grigar	Councilor, District 3
Amanda Bolf	Councilor, District 4

STAFF PRESENT

Linda Cernosek	City Secretary
Angela Fritz	Communications Director
Dallis Warren	Interim Police Chief
Wade Goates	Fire Chief
Lisa Olmeda	Human Resources Director
Kaye Supak	Executive Assistant
Aaron Slater	Police Department
John Johnson	Police Department

Call to Order.

Mayor Morales called the meeting to order at 6:01 p.m.

AGENDA

1. **CONSIDER MOTION TO ADJOURN FOR EXECUTIVE SESSION.**
Action: Councilor Benton made a motion, seconded by Councilor McConathy to adjourn for Executive Session. The motion carried by a unanimous vote.
2. **HOLD EXECUTIVE SESSION TO DELIBERATE THE APPOINTMENT AND EMPLOYMENT OF POLICE CHIEF PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**
An Executive Session was held to deliberate the appointment and employment of Police Chief pursuant to Section 551.074 of the Texas Government Code.
3. **ADJOURN EXECUTIVE SESSION, RECONVENE INTO SPECIAL SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**
Mayor Morales adjourned the Executive Session and reconvened into Special Session at 9:42 p.m. Mayor Morales stated the consensus of Council was to appoint Dallis Warren as the Police Chief of the City of Rosenberg.
Action: Mayor Morales made a motion, seconded by Councilor Benton to appoint Dallis Warren as the Police Chief of the City of Rosenberg. The motion carried by a unanimous vote.
4. **ADJOURNMENT.**
There being no further business, Mayor Morales adjourned the Special Session at 9:45 p.m.

Linda Cernosek, TRMC, City Secretary

ITEM 14

Announcements.

ITEM 15

Adjournment.