

## 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 07, 2015

**TIME:** 7:00 p.m.

**PLACE:** Rosenberg City Hall  
City Hall Council Chamber  
2110 4<sup>th</sup> 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 Rodrick Perkins, The Place Church, Rosenberg)

Presentation of the Willie D. McQueen, Jr., Employee of the Quarter Award. (Vincent M. Morales, Jr., Mayor)

Presentation of Certificate of Appreciation to Randy Weisheimer for His Service as a Police Explorer Advisor from 2008-2015. (Vincent M. Morales, Jr., Mayor)

Presentation of Certificates of Appreciation to City of Rosenberg Committee Members. (Vincent M. Morales, Jr., Mayor)

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

Presentation of Proclamation Proclaiming April 10, 2015, American Cancer Society Relay for Life Day in the City of Rosenberg. (Vincent M. Morales, Jr., Mayor)

### GENERAL COMMENTS FROM THE AUDIENCE.

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

### COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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

### CONSENT AGENDA

1. Review of Consent Agenda.  
*All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.*
  - A. Consideration of and action on Regular Meeting Minutes for March 17, 2015, and Workshop Meeting Minutes for March 24, 2015. (Linda Cernosek, City Secretary)
  - B. Consideration of and action on Resolution No. R-1949, a Resolution in support of Texas Senate Bill No. 581 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County. (Randall Malik, Economic Development Director)
  - C. Consideration of and action on the City of Rosenberg FY2015 Street Overlay and Reconstruction Project List. (John Maresh, Assistant City Manager of Public Services)

- D. Consideration of and action on Resolution No. R-1953, a Resolution acknowledging the acquisition, by General Warranty Deed, of a 20-foot wide strip of land in the Robert E. Handy Survey, Abstract 187, City of Rosenberg, Fort Bend County, Texas, being out of and a part of that certain called 0.998 acre tract recorded in Volume 2725, Page 4, Official Records, Fort Bend County, Texas, and generally located at 5187 Bryan Road, Rosenberg, Texas, and associated with the Bryan Road Improvement Project. (John Maresh, Assistant City Manager of Public Services)
- E. Consideration of and action on a Final Plat of The Reserve at Brazos Town Center Section Four, being 27.6398 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, City of Rosenberg, Fort Bend County, Texas; 4 reserves, 104 lots, 3 blocks. (Travis Tanner, Executive Director of Community Development)
- F. Consideration of and action on a Final Plat of The Reserve at Brazos Town Center Section Five, a 22.1380 acre tract of land in the Robert Handy Survey, Abstract No. 187, City of Rosenberg, Fort Bend County, Texas; 3 reserves, 73 lots, 2 blocks (Travis Tanner, Executive Director of Community Development)
- G. Consideration of and action on a Final Plat of The Townhomes at Brazos Town Center, a 20.0427 acre tract of land being a replat of restricted Reserve "A", Brazos Town Center, Section Two (Plat No. 20050239; F.B.C.P.R.) 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; 5 reserves, 139 lots, 3 blocks. (Travis Tanner, Executive Director Community Development)
- H. Consideration of and action on Resolution No. R-1954, a Resolution acknowledging the acceptance, by Right-of-Way Deed, of a 0.3030 tract of land situated in the James Lowery 1/3 League, Abstract Number 275 in Fort Bend County, Texas, and being out of and a part of the tract of land described in deed to Trinity Lutheran Church of Rosenberg, Texas, as recorded in Volume 388, Page 184 of the Fort Bend County Deed Records, and generally located at Louise Street and Avenue N, and associated with Trinity Lutheran Church expansion project. (Travis Tanner, Executive Director Community Development)

**REGULAR AGENDA**

- 2. Consideration of and action on Resolution No. R-1948, a Resolution in opposition to a revenue cap and legislative interference with local services. (Vincent M. Morales, Jr., Mayor)
- 3. Review and discuss overview regarding Municipal Utility District operations and dissolutions, and take action as necessary. (Jeanne H. McDonald, Attorney)
- 4. Review and discuss proposed support for legislation creating Fort Bend County Municipal Utility District No. 218, and take action as necessary. (Jeanne H. McDonald, Attorney)
- 5. Consideration of and action on a second reading of Ordinance No. 2015-10, an Ordinance granting to SiEnergy, L.P., a franchise to furnish and supply gas to the general public in the City of Rosenberg, Fort Bend County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said Municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; requiring compliance with all regulatory ordinances of the City; and providing for all other provisions related to the subject matter hereof. (John Maresh, Assistant City Manager of Public Services)
- 6. Consideration of and action on Resolution No. R-1945, a Resolution awarding Bid No. 2015-08 for Tree Trimming Services; and authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto and/or all necessary documentation regarding same. (John Maresh, Assistant City Manager of Public Services)
- 7. Consideration of and action on Resolution No. R-1946, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Amended and Restated Agreement Relating to the Temporary Assignment of Rights and Obligations under Water Supply Contract, by and between the City and the Gulf Coast Water Authority. (John Maresh, Assistant City Manager of Public Services)
- 8. Consideration of and action on Resolution No. R-1947, a Resolution relating to the Water Supply Agreement, by and between the City and Brazosport Water Authority. (John Maresh, Assistant City Manager of Public Services)
- 9. Consideration of and action on Resolution No. R-1951, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Proposal for engineering related to Water Plant No. 8, by and between the City and Jones and Carter, Inc., in an amount not to exceed \$586,000.00. (John Maresh, Assistant City Manager of Public Services)

10. Consideration of and action on Resolution No. R-1952, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Proposal for chloramine conversions at Water Plant Nos. 2, 3, 4, 5, 6, and 7, by and between the City and Jones and Carter, Inc., in an amount not to exceed \$300,000.00. (John Maresh, Assistant City Manager of Public Services)
11. Hold Executive Session to consult with City Attorney regarding pending litigation, namely Imperial Arts v. Rosenberg, pursuant to Section 551.071 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. Announcements.
14. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

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

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

\_\_\_\_\_  
Approved for Posting:  
John Maresh, Acting 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.

Executive Sessions: The City Council may retire to executive session in accordance with the Texas Government Code, any time between the meeting's opening and adjournment for the purposes of:

- consultation with legal counsel (Section 551.071);
- deliberation regarding real property (Section 551.072);
- deliberation regarding economic development negotiations (Section 551.087)
- deliberation regarding the deployment or specific occasions for implementation of security personnel or devices (Section 551.076)

Attendance by other elected or appointed officials: It is anticipated that members of other city boards, commissions or committees whose meetings may be governed by the Texas Open Meetings Act may attend this meeting in numbers that may constitute a quorum of the other city boards, commissions or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible quorum/meeting of the other boards, commissions or committees of the City, whose members may be in attendance. The members may speak as recognized by the presiding officer, but no action may be taken by any board, commission or committee unless such item is specifically provided for on an agenda designated for that board, commission or committee and posted in compliance with the Texas Open Meetings Act.

This Agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering the available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

**Presentation of the Willie D. McQueen, Jr.  
Employee of the Quarter Award**

**Presentation of Certificate of Appreciation to  
Randy Weisheimer for His Service as a  
Police Explorer Advisor from 2008-2015.**

# City of Rosenberg

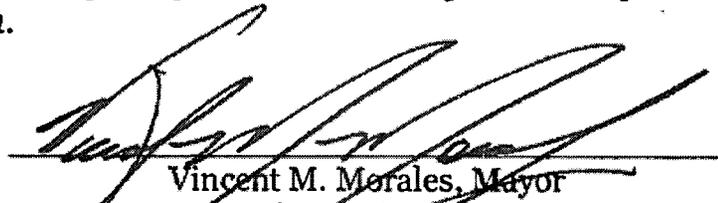
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## CERTIFICATE OF APPRECIATION

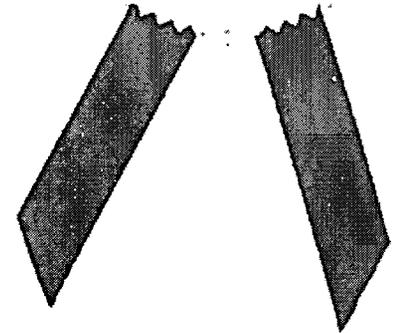
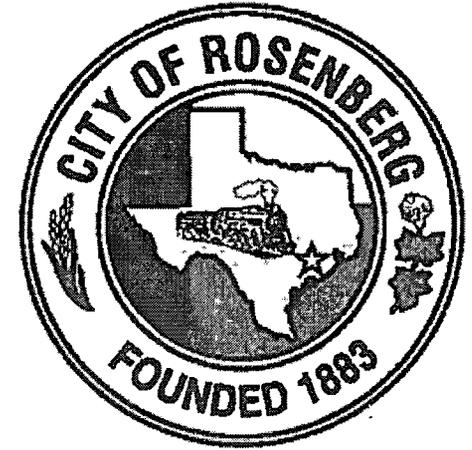
*Presented to*

***Randy Weisheimer***  
***City of Rosenberg Police Explorer***  
***Advisor***

*for your dedicated service as a Police Explorer Advisor from 2008-2015. This certificate is being presented because of your leadership and contributions to good government and your willingness to serve your fellowman.*



Vincent M. Morales, Mayor  
City of Rosenberg, Texas



# **Presentation of Certificates of Appreciation to City of Rosenberg Committee Members.**

## **Animal Control Advisory Board**

**William Hester, DVM  
Joni Huff  
Joni Poche  
Carolyn Seiler**

## **Building and Standards Board**

**Robert Duran  
Devin Koeppen  
Howard Stinnett  
Tim Sweat  
Walter Urbish, Jr.  
Charlie Wenzel**

## **Firefighter's Pension Board**

**Mario Chapa  
Charles Lindemann  
Nancy Talasek  
Rick Todish**

## **Image Committee**

**Joyce Bartos  
Linda Carroll  
Rufus Guebarra III  
Stanley Kucherka  
Lisa McGarity (*Central Fort Bend Chamber Alliance Representative, Ex-officio*)  
Rose Pickens  
Howard Stinnett  
Lila Villagomez  
Sergio Villagomez  
Lisa Wallingford  
Austin Hernandez (*Student Advisory - Foster High School*)**

**Main Street Advisory Board**

**Renée Butler  
Jennifer Hartmann  
Janice Knight  
Michael Mercado  
Lupe Uresti  
Juanita Velasquez  
Marcia Vogelsang  
Janice Vyoral  
Carolyn Watson**

**Parks and Recreation Board**

**William Allen  
Teresa Bailey  
Melissa Dixon  
Rudy Guerrero  
Eric Juarez  
Bertha Knell Kelm  
Stanley Kucherka  
Ray Kueck  
Eric Ramirez  
Julia Worley  
George Zepeda**

**Planning Commission**

**Alicia Casias  
Michael Parsons  
Pete Pavlovsky  
Lester Phipps, Jr.  
Wayne Poldrack  
James Urbish**

**Rental Property Appeals Board**

**Cowboy Bill  
Mable Buford  
Darlene Cortez  
Rufus Guebarra III  
Christy Hawkins  
Edward Kahlenberg  
Scott Kirkham  
Ben Pawlak  
Lisa Wallingford  
David Woods**

**Richmond-Rosenberg Local Government Corporation**

**James C. Hopkins  
Michael Richard**

**Rosenberg Development Corporation**

**Teresa Bailey  
Ted Garcia  
Bill Knesek  
Allen J. Scopel**

**Water/Wastewater Impact Fee Task Force**

**Karl Baumgartner  
Christy Hawkins  
Sam Orlando  
Michael Parsons  
Llarance Turner**

**West Fort Bend Management District**

**Bob Ray  
Anthony Sulak  
Lane Ward**

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

# City of Rosenberg

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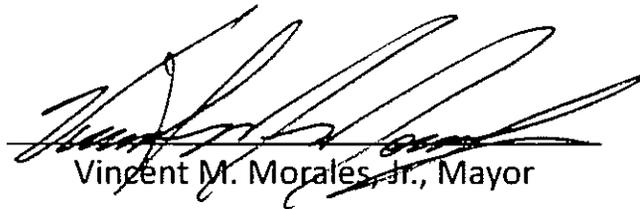
## IMAGE COMMITTEE

### Certificate of Recognition

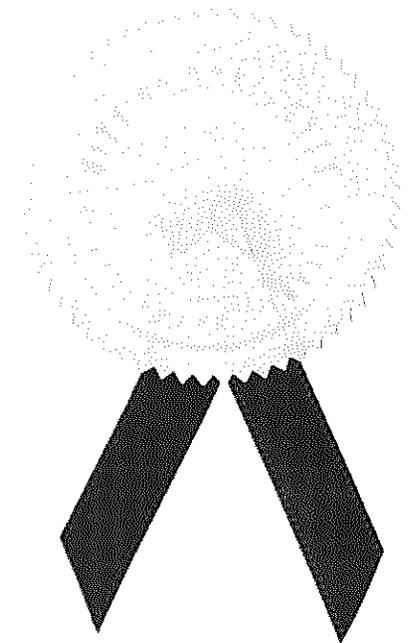
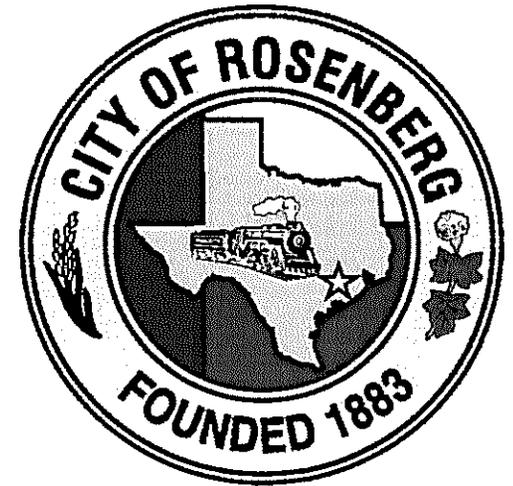
*Be it hereby known to all, that*

*Capital One Bank  
1306 Spacek Road*

*have, on this 7th day of April 2015, been recognized for their acts of labor and excellence in beautifying this property and for their caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.*



Vincent M. Morales, Jr., Mayor



# City of Rosenberg

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## IMAGE COMMITTEE

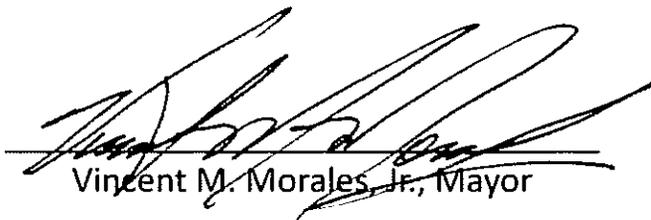
### Certificate of Recognition

*Be it hereby known to all, that*

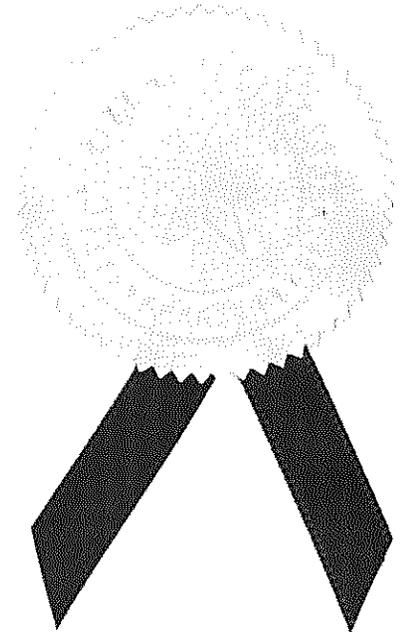
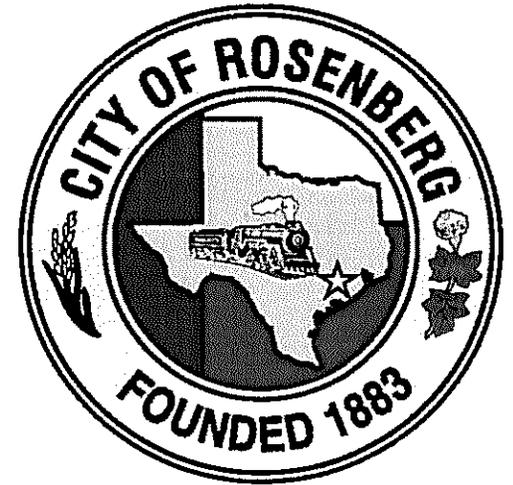
*LD Sylvester Hayes*

*2003 Hamilton Street*

*has, on this 7th day of April 2015, been recognized for his acts of labor and excellence in beautifying this property and for his caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.*



Vincent M. Morales, Jr., Mayor



# City of Rosenberg

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## IMAGE COMMITTEE

### Certificate of Recognition

*Be it hereby known to all, that*

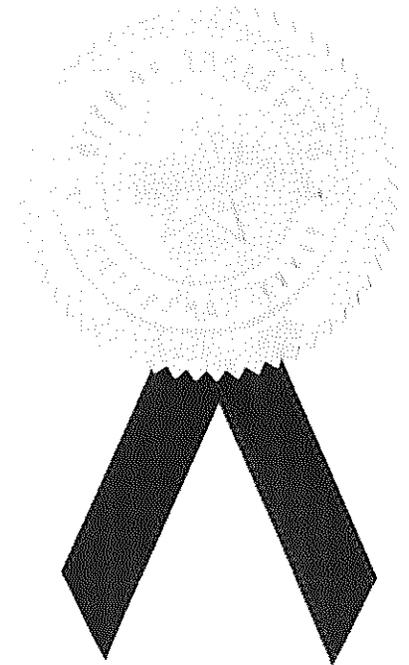
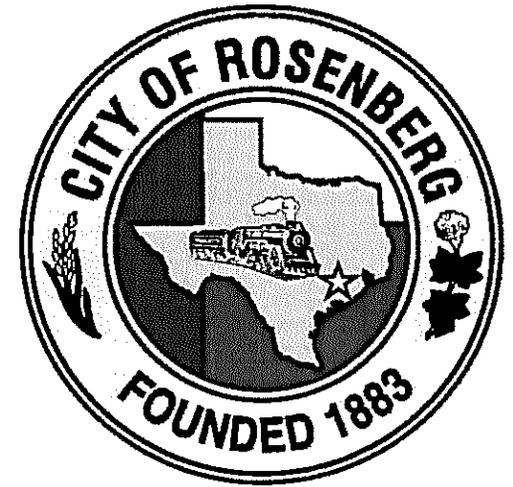
*Sidney Niemeyer*

*2713 Monroe Avenue*

*has, on this 7th day of April 2015, been recognized for his acts of labor and excellence in beautifying this property and for his caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.*



Vincent M. Morales, Jr., Mayor



# City of Rosenberg

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## IMAGE COMMITTEE

### Certificate of Recognition

*Be it hereby known to all, that*

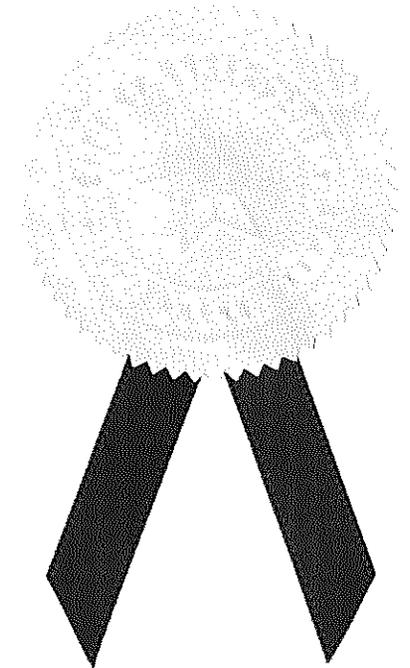
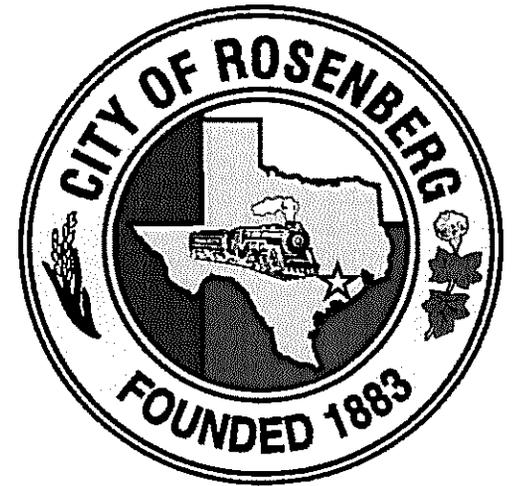
*Richard and Bobbie Spoons*

*3720 Avenue R*

*have, on this 7th day of April 2015, been recognized for their acts of labor and excellence in beautifying this property and for their caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.*



Vincent M. Morales, Jr., Mayor



# City of Rosenberg

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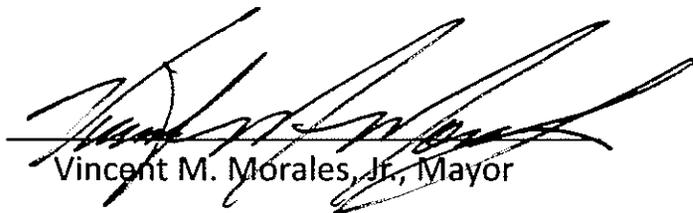
## IMAGE COMMITTEE Certificate of Recognition

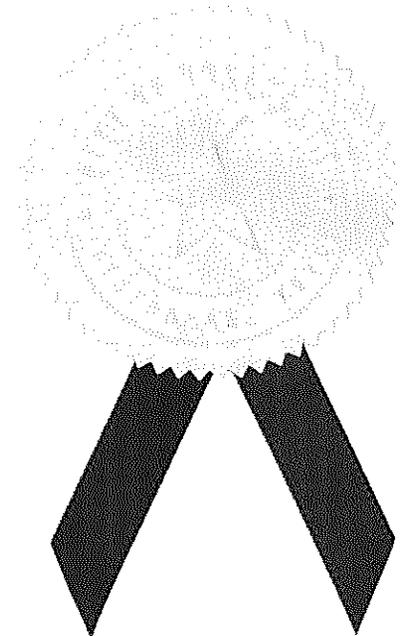
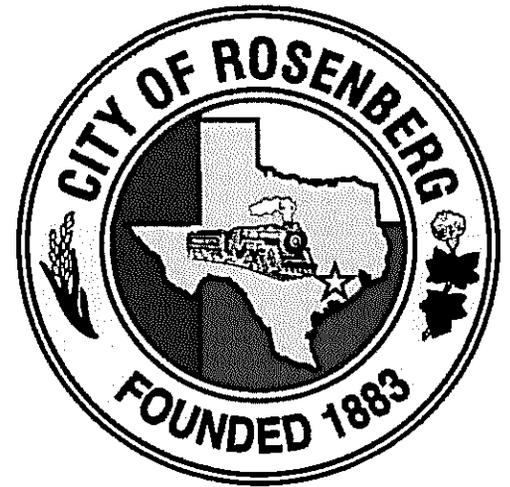
*Be it hereby known to all, that*

*Friends of North Rosenberg  
503 3rd Street*

*has, on this 7th day of April 2015, 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

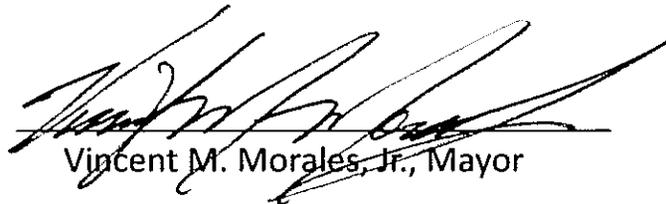
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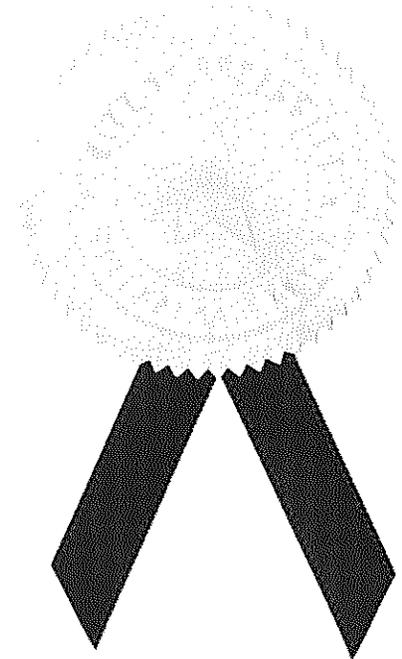
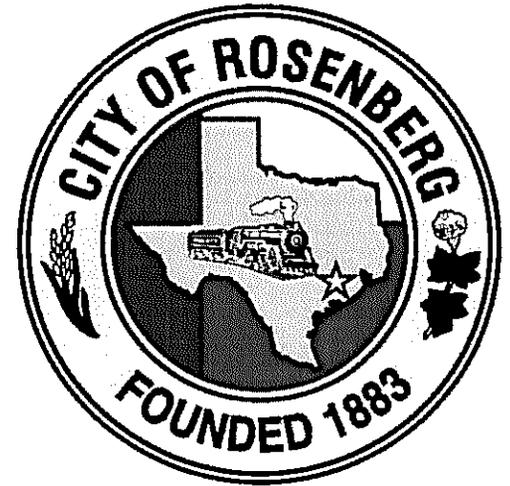
*Be it hereby known to all, that*

*The Witt Pitt  
2516 1st Street*

*has, on this 7th day of April 2015, been recognized for their excellence in renovating this property and for their effort at making this place in the world more appealing, and deserve the recognition and appreciation of the people of this City for their efforts.*



  
Vincent M. Morales, Jr., Mayor



**Presentation of Proclamation Proclaiming  
April 10, 2015, American Cancer Society  
Relay for Life Day in the City of Rosenberg.**

**PROCLAIMING APRIL 10, 2015  
AMERICAN CANCER SOCIETY RELAY FOR LIFE DAY  
IN THE CITY OF ROSENBERG**

**WHEREAS**, the American Cancer Society Relay for Life gives everyone in the community a chance to help the organization save lives and create a world with less cancer and more birthdays; and

**WHEREAS**, former and current cancer patients, those who have lost a loved one to cancer, families, businesses, faith-based and civic organizations, and anyone wanting to make a difference in the fight against cancer are invited to take part in this exciting team event. The Relay for Life starts at 6:00 p.m., April 10, 2015, at Constellation Field in Sugar Land; and

**WHEREAS**, Relay for Life events are held overnight as individuals and teams camp out at an athletic track, park, or fairground, with the goal of keeping at least one team member on the track or pathway at all times. Teams do most of their fundraising prior to the event, but some teams also hold creative fundraisers at the camp sites at the event. Relay for Life brings together friends, families, businesses, hospitals, schools, and faith-based groups all aimed at furthering the efforts of the American Cancer Society to save lives by helping people stay well, by helping people get well, by finding cures, and by fighting back; and

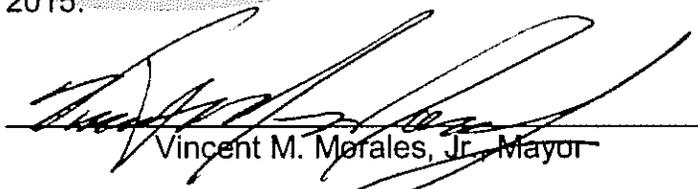
**WHEREAS**, the theme for 2015 is "Rock-N-Roll Over Cancer!"

**NOW, THEREFORE**, I, Vincent M. Morales, Jr., Mayor of the City of Rosenberg, urge all citizens and individuals in the City of Rosenberg to join with me in proclaiming Friday, April 10, 2015:

***"American Cancer Society Relay for Life Day"***

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official Seal of the City of Rosenberg to be affixed this the 7th day of April, 2015.



  
\_\_\_\_\_  
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.**

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# **ITEM A**

## **Minutes:**

- 1. Regular City Council Meeting Minutes – March 17, 2015**
- 2. City Council Workshop Meeting Minutes – March 24, 2015**

**CITY OF ROSENBERG  
REGULAR COUNCIL MEETING MINUTES**

**\*\*\*DRAFT\*\*\***

On this the 17<sup>th</sup> day of March, 2015, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

**PRESENT**

Vincent M. Morales, Jr.	Mayor
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

**ABSENT**

Amanda Barta	Councilor, District 4
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**STAFF PRESENT**

Robert Gracia	City Manager
Scott M. Tschirhart	City Attorney
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager of Public Services
Jeff Trinker	Executive Director of Support Services
Joyce Vasut	Executive Director of Administrative Services
Travis Tanner	Executive Director of Community Development
Randall Malik	Economic Development Director
Charles Kalkomey	City Engineer
Tracie Dunn	Assistant Police Chief
Wade Goates	Fire Chief
Darren McCarthy	Parks and Recreation Director
James Lewis	Director of Technology
Kaye Supak	Executive Assistant
John Johnson	Police Department
Tommy Havelka	Police Department

**CALL TO ORDER.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE.**

Reverend Michelle Linares, Lion of Judah International, Rosenberg, gave the invocation and Jonathan Liang, Boy Scout Troop 1000, led the pledge of allegiance to the flag.

**GENERAL COMMENTS FROM THE AUDIENCE.**

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A. CONSIDERATION OF AND ACTION ON WORKSHOP MEETING MINUTES FOR FEBRUARY 24, 2015, AND REGULAR MEETING MINUTES FOR MARCH 03, 2015.

B. *Item B was pulled from the Consent Agenda and moved to Item 2A on the Regular Agenda.*  
CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1937, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147, REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

C. *Item C was pulled from the Consent Agenda and moved to Item 2B on the Regular Agenda.*  
CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1938, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 159 REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

D. *Item D was pulled from the Consent Agenda and moved to Item 2C on the Regular Agenda.*  
CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1939, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 167 REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

E. *Item E was pulled from the Consent Agenda and moved to Item 2D on the Regular Agenda.*  
CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1944, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144 REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.

F. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1941, A RESOLUTION IN SUPPORT OF TEXAS HOUSE BILL NO. 658 RELATING TO THE CREATION OF A CAMPUS OF THE TEXAS STATE TECHNICAL COLLEGE SYSTEM IN FORT BEND COUNTY.

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

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

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

**P.R.F.B.C.; 1 RESERVE, 1 BLOCK.**

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

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

**H. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF SUMMER LAKES SECTION SEVEN, BEING A SUBDIVISION OF 23.85 ACRES OUT OF THE W.M. LUSK SURVEY, A-276, IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144); 53 LOTS, 5 BLOCKS, 10 RESERVES (7.2560 ACRES).**

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

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

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

**I. CONSIDERATION OF AND ACTION ON AN AMENDING PLAT OF BRIDLEWOOD ESTATES SECTION 4 PARTIAL REPLAT NO. 1; 2 LOTS, 0 BLOCKS, 0 RESERVES BEING 2.01 ACRES IN THE JOSEPH KUYKENDALL LEAGUE, ABSTRACT 49, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING A REPLAT OF LOTS 10 & 11, BLOCK 1, BRIDLEWOOD ESTATES SECTION 4.**

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

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

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

- J. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1928, A RESOLUTION AUTHORIZING THE ROSENBERG POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION FOR THE VICTIMS OF CRIME ACT (VOCA) FORMULA GRANT FOR THE POSITION OF CRIME VICTIM LIAISON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION REGARDING SAME.**

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

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

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

- K. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1929, A RESOLUTION AUTHORIZING THE ROSENBERG POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE POSITION OF SPECIAL CRIMES DETECTIVE, AND AUTHORIZING CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTATION REGARDING SAME.**

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

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

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

- L. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1930, A RESOLUTION AUTHORIZING THE ROSENBERG POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE POSITION OF CRIME ANALYST, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTATION REGARDING SAME.**

**Executive Summary:** The Rosenberg Police Department has adopted a more "Predictive Policing" mindset to crime analyzing by utilizing Compstat, Raids-on-Line and additional predictive software to assist with combating and predicting the criminal element. Researching and analyzing the data needed for these programs is a very time consuming meticulous task that requires attention to detail. With the addition of a Crime Analyst, detectives would be able to produce more quality investigations and the efficiency of the unit would greatly increase. Crime analysis can improve a police department's efficiency and enhance its ability to apprehend

criminals. Specifically, crime analysis systems identify crime patterns and series, forecast future occurrences of crime, identify likely victims of crime, provide investigative leads, solve open cases, and provide supporting data for community policing programs and departmental planning efforts.

The goal of this project is to provide the Rosenberg Police Department with an individual who is designated to improve intelligence and information sharing within the police department, surrounding law enforcement agencies, and other regional partners through Houston Regional Intelligence Service Center.

This grant application if approved would provide full (100%) funding. If awarded, this grant would begin on September 1, 2015 and ending August 31, 2016.

Staff recommends approval of Resolution No. R-1930 which will finalize the grant application process and designate the City Manager as the authorized official to accept the award and execute any and all necessary documentation related thereto.

**Action:** Councilor McConathy made a motion, seconded by Councilor Euton to approve Consent Agenda Items A, F, G, H, I, J, K, and L. The motion carried by a unanimous vote of those present.

### REGULAR AGENDA

2A. *This Item was originally Item B on the Consent Agenda.*

**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1937, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147, REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.**

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

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
  1. Public education, outreach and involvement
  2. Illicit discharge detection and elimination
  3. Construction site storm runoff control
  4. Post-construction storm water management in new development and redevelopment
  5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other TCEQ reports
- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems

- Assist with the inspection and enforcement of the general permit, as directed by the City.

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

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

**Key Discussion Points:**

- Council Benton made the general comment that Council relies heavily on Staff to bring it to their awareness when such items will add extended time and additional debt to MUDs.
- City Manager Gracia noted the comment and will advise Staff accordingly.

**Action:** Councilor McConathy made a motion, seconded by Councilor Euton to approve Items 2A, 2B, 2C, and 2D. The motion carried by a unanimous vote of those present.

2B. ***This Item was originally Item C on the Consent Agenda.***

**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1938, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 159 REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.**

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

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
  1. Public education, outreach and involvement
  2. Illicit discharge detection and elimination
  3. Construction site storm runoff control
  4. Post-construction storm water management in new development and redevelopment
  5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other TCEQ reports
- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

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

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

**Items 2A, 2B, 2C, and 2D were voted upon and carried in one motion under Item 2A.**

2C. ***This Item was originally Item D on the Consent Agenda.***

**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1939, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 167 REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.**

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

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
  1. Public education, outreach and involvement
  2. Illicit discharge detection and elimination
  3. Construction site storm runoff control
  4. Post-construction storm water management in new development and redevelopment
  5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other TCEQ reports
- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

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

Staff recommends approval of Resolution No. R-1939, a Resolution authorizing the City Manager

to execute the Agreement regarding participation in the storm water management program, attached as Exhibit "A" to Resolution No. R-1939.

*Items 2A, 2B, 2C, and 2D were voted upon and carried in one motion under Item 2A.*

2D. *This Item was originally Item E on the Consent Agenda.*

**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1944, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A STORM WATER MANAGEMENT INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144 REGARDING PARTICIPATION IN THE STORM WATER MANAGEMENT PROGRAM.**

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

- Develop a comprehensive and coordinated strategy for managing storm water pollution controls and complying with current requirements of the TCEQ issued permit.
- Develop a comprehensive and coordinated SWMP as required by the TCEQ permit to address the following minimum control measures:
  1. Public education, outreach and involvement
  2. Illicit discharge detection and elimination
  3. Construction site storm runoff control
  4. Post-construction storm water management in new development and redevelopment
  5. Pollution prevention and good housekeeping for municipal operations
- Identify and facilitate opportunities for cooperation that will assist the parties in meeting state and federal requirements for improving storm water quality
- Assist with development of storm water pollution control management plans and programs, discharge monitoring reports, annual reports and other TCEQ reports
- Coordinate training opportunities and distribute public information materials as needed
- Coordinate and address special needs upon request, such as tracking illicit connection/illegal dumping remediation activities and/or mapping storm drain outfalls and storm sewer systems
- Assist with the inspection and enforcement of the general permit, as directed by the City.

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

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

*Items 2A, 2B, 2C, and 2D were voted upon and carried in one motion under Item 2A.*

2. **REVIEW AND DISCUSS A PRESENTATION REGARDING A PROPOSED EAGLE SCOUT PROJECT TO REFURBISH BENCHES AT COMMUNITY PARK, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** On January 22, 2015, at the regularly scheduled Parks and Recreation Board (Board) meeting, Jonathan Liang, Troop 1000, presented a proposal to refurbish park benches at Community Park. After reviewing the presentation regarding the proposal, the Board unanimously recommended the Project plan for approval.

Staff recommends approval of the proposed Eagle Scout Project at Community Park based upon Jonathan Liang's presentation and the recommendation of the Parks and Recreation Board.

**Key Discussion Points:**

- Darren McCarthy, Parks and Recreation Director read the Executive Summary and introduced Jonathan Liang.
- Jonathan Liang, Boy Scout Troop 1000, gave a presentation explaining the proposed Eagle Project involving renovation of existing benches and the addition of two new benches.
- Funding for the additional benches will be provided by leftover funds from the donation from The CHURCH for lights, who have already given their permission.
- Mayor and Council thanked Jonathan for his interest in Community Park and his service to the City.

**Action:** Councilor McConathy made a motion, seconded by Councilor Euton to approve the proposed Eagle Scout Project to refurbish benches at Community Park. The motion carried by a unanimous vote of those present.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1942, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT, BY AND BETWEEN THE CITY AND THE ROSENBERG ROUGHNECKS YOUTH FOOTBALL, FOR THE USE OF DESIGNATED FIELDS AT SEABOURNE CREEK REGIONAL SPORTS COMPLEX AND SUNSET PARK.**

**Executive Summary:** At the regularly scheduled Parks and Recreation Board (Board) meeting on December 18, 2014, staff presented a proposed Agreement, by and between the City of Rosenberg and the Rosenberg Roughnecks Youth Football (RRYF), for the use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park for the youth football league. RRYF has also requested use of the concession stand. Currently, the Rosenberg National Little League (RNLL) has exclusive use of the concession stand written into their Agreement with the City.

After some discussion, the Board unanimously recommended the RRYF Agreement be extended, with updates, through 2016 so the end of the Agreement term will coincide with the Agreement terms and expiration in place for RNLL. At that time, provisions for the mutual use of the concession stand may be incorporated into any new Agreements with both RNLL and RRYF.

Staff recommends approval of Resolution No. R-1942 to update and extend the Agreement with the RRYF, attached to the Resolution as Exhibit "A".

**Key Discussion Points:** Darren McCarthy read the Executive Summary. This document has been reviewed by the City Attorney for compliance.

**Action:** Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1942, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Agreement, by and between the City and the Rosenberg Roughnecks Youth Football, for the use of designated fields at Seabourne Creek Regional Sports Complex and Sunset Park. The motion carried by a unanimous vote of those present.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1936, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT AN APPLICATION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND FOR NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS - PHASE III FOR APPROXIMATELY \$300,000.00.**

**Executive Summary:** Community Development Block Grant (CDBG) requests are being accepted by Fort Bend County Community Development for the HUD program year 2015. Staff is requesting City Council's approval to pursue the construction and completion of water line infrastructure improvements to serve the north side of Rosenberg. This proposed project will be Phase III of a water infrastructure project originally approved by CDBG for funding in 2005 to improve potable water service to the north side of Rosenberg. This rehabilitation project will offer relief of a long-standing deficiency in the City's infrastructure. The project must be located within a designated area that meets the low to moderate income level criteria based on the 2010 Census data.

The application will include a request for CDBG funding for approximately \$300,000.00. The application will indicate a proposed local match of 10% for construction contingency and the City will pay for engineering. If the application is approved for funding, the local matching funds would be included in a future budget. Requests must be submitted no later than March 20, 2015. Staff recommends approval of the project application submission as proposed in Resolution No. R-1936.

**Key Discussion Points:** John Maresh, Assistant City Manager of Public Services read the Executive Summary. The general consensus of Council was that this is a worthwhile improvement project.

**Action:** Councilor Benton made a motion, seconded by Councilor Grigar to approve Resolution No. R-1936, a Resolution authorizing the City Manager to execute and submit an application to the Community Development Block Grant Fund for North Rosenberg Water Distribution Improvements - Phase III for approximately \$300,000.00. The motion carried by a unanimous vote of those present.

5. **CONSIDERATION OF AND ACTION ON A FIRST READING OF ORDINANCE 2015-10, AN ORDINANCE GRANTING TO SIENERGY, L.P., A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR ALL OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**Executive Summary:** It was recently determined that SiEnergy, L.P., is providing natural gas service to areas that are now located within a portion of the Rosenberg city limits. Therefore, SiEnergy, L.P., is required to obtain a franchise agreement from the City. In accordance with Article XII of the City Charter, the City Attorney has prepared Ordinance No. 2015-10 which will grant said franchise to furnish and supply gas to the general public.

Article XII, Section 12.03 of the City Charter identifies specific procedures for approval of franchise ordinances which are summarized below:

- Ordinances shall not be passed finally until its third and final reading
- Ordinances shall be read at three separate regular meetings of the City Council, the last of which shall take place not less than thirty days from the first
- No ordinance granting a franchise shall pass any reading except by a vote of the majority of the City Council
- Ordinances shall not take effect until sixty days after its adoption on its third and final reading
- Any time before the ordinance shall finally take effect, a petition can be presented to the City Council signed by not less than twenty percent of the voters voting at the last regular municipal election, but in no event less than one hundred fifty bona fide qualified voters, requiring the City Council submit the question of granting said franchise to a vote of the qualified voters of the City

SiEnergy, L.P., has reviewed the Ordinance and has no objections to any of the terms. Staff recommends approval of Ordinance No. 2015-10 as presented.

**Key Discussion Points:** John Maresh read the Executive Summary and gave an overview of the item.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve the first reading of Ordinance 2015-10, an Ordinance granting to SiEnergy, L.P., a franchise to furnish and supply gas to the general public in the City of Rosenberg, Fort Bend County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said Municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; requiring compliance with all regulatory ordinances of the City; and providing for all other provisions related to the subject matter hereof. The motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1940, A RESOLUTION AUTHORIZING THE CITY ENGINEER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, THE ANNUAL REPORT FOR THE CITY OF ROSENBERG'S STORM WATER MANAGEMENT PLAN UNDER TPDES GENERAL PERMIT NO. TXR040272 TO REGULATE STORM WATER DISCHARGES FOR SMALL MUNICIPAL SEWER SYSTEMS (MS4) UNDER TPDES PHASE II MS4 GENERAL PERMIT (TXR040272).**

**Executive Summary:** The Texas Commission on Environmental Quality (TCEQ) originally adopted the General Permit TXR040000 for the regulation of storm water discharges. Authorized by the Clean Water Act, Phase I regulations were in place for cities with a population in excess of 100,000. The Phase II General Permit for smaller cities located in Urbanized Areas was approved in November 2007.

The majority of the City of Rosenberg (City) lies within the Houston Urbanized Area as originally determined by the 2000 Census; therefore, the City has been identified as a Small Municipal Separate Sewer System (MS4), and complies with the requirements of the Clean Water Act by filing the General Permit.

The City submitted the Notice of Intent and the Storm Water Management Plan to the TCEQ in February 2008. For the past six (6) years, staff presented the Annual Report for the year, and authorized the City Engineer to execute the report and file it.

This is the seventh annual report. This is the first report filed under the revised General Permit issued by the TCEQ.

The revised General Permit requires that the City submit an Annual Report of activities for the reporting period of August 13, 2013 to December 31, 2014. This Agenda item will allow staff to update City Council on the status of the Permit and review the activities for this year. The Annual Report has been included in the agenda packet as Exhibit "A" to Resolution No. R-1940.

Staff recommends approval of Resolution No. R-1940 which accepts the Annual Report and authorizes the City Engineer to execute the Annual Report under TPDES General Permit No. TXR040272 to regulate storm water discharges.

**Key Discussion Points:** Charles Kalkomey, City Engineer gave an overview of the Item.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1940, a Resolution authorizing the City Engineer to execute, for and on behalf of the City, the Annual Report for the City of Rosenberg's Storm Water Management Plan under TPDES General Permit No. TXR040272 to regulate storm water discharges for Small Municipal Separate Sewer Systems (MS4) under TPDES Phase II MS4 General Permit (TXR040272). The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1943, A RESOLUTION IN SUPPORT OF A PROPOSED SENIOR HOUSING DEVELOPMENT BY CAMPANILE AT SEABOURNE CREEK LP.**

**Executive Summary:** As discussed at the February 24, 2015 City Council Workshop Meeting, Les Kilday of Campanile at Seabourne Creek LP, has proposed a senior, multi-family development, Campanile at Seabourne Creek, to be located off of Reese Road between I-69 and FM 2218. A vicinity map is included in the agenda packet for reference. The property consists of

approximately 9.8 acres for which 132 units are proposed.

At this time, only the preliminary site plan has been provided. A more detailed site plan would be required at a later time for staff to review. Because the project would not comply with the City's multi-family parking requirement beginning at four (4) spaces per unit, a Planned Unit Development (PUD) agreement must be established for the project to go forward. Such an agreement would require a recommendation by the Planning Commission and approval by City Council. At this time, however, what the developer is requesting is a resolution of support for the project from City Council.

When discussed on February 24, 2015, City Council generally had no objections except to say that the project be age-restricted per the developer's presentation, that it not be tax-exempt, and that there be on-site management among other things. This would be a "tax credit" project through the Texas Department of Housing and Community Affairs, similar to Brazos Senior Villas located at 5801 Reading Road, which was done by the same developer. The tax credit program requires a resolution of support from City Council, hence this agenda item. Resolution No. R-1943 speaks to the age of residents in the development and it should be kept in mind that for the development to go forward, a PUD agreement still must be reached between the developer and the City.

Staff recommends approval of Resolution No. R-1943.

**Key Discussion Points:** Travis Tanner, Executive Director of Community Development read the Executive Summary and pointed out that some of the language that was discussed at the February 24<sup>th</sup> Workshop Council Meeting has already been included in this Resolution. This Resolution is only general support of the application, and the other developmental concerns will be worked out at a later time.

**Action:** Councilor Grigar made a motion, seconded by Councilor Benton to approve Resolution No. R-1943, a Resolution in support of a proposed senior housing development by Campanile at Seabourne Creek LP. The motion carried by a unanimous vote of those present.

8. **HOLD EXECUTIVE SESSION TO CONSULT WITH CITY ATTORNEY ON PENDING LITIGATION REGARDING TEXAS DEPARTMENT OF TRANSPORTATION V. ROSENBERG EMINENT DOMAIN PROCEEDINGS PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.**

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

An Executive Session was held to consult with City Attorney on pending litigation regarding Texas Department of Transportation v. Rosenberg eminent domain proceedings pursuant to Section 551.071 of the Texas Government Code.

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

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 7:53 p.m.

10. **ANNOUNCEMENTS.**

The City of Rosenberg will host its annual Easter Egg Hunt, beginning at 3:00 pm on Saturday, March 28, at the R. W. Lindsey Gazebo in Seabourne Creek Nature Park, 3827 State Highway 36 South.

11. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 7:53 p.m.

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Linda Cernosek, TRMC, City Secretary

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

On this the 24<sup>th</sup> day of March, 2015, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Workshop Session, in the Rosenberg City Hall Council Chamber, located at 2110 4<sup>th</sup> Street, Rosenberg, Texas.

**PRESENT**

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

**STAFF PRESENT**

Robert Gracia	City Manager
Scott M. Tschirhart	City Attorney
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager of Public Services
Jeff Trinker	Executive Director of Support Services
Joyce Vasut	Executive Director of Administrative Services
Travis Tanner	Executive Director of Community Development
Charles Kalkomey	City Engineer
Tonya Palmer	Building Official
Dallis Warren	Police Chief
Tommy Havelka	Police Officer
Wade Goates	Fire Chief
Angela Fritz	Executive Director of Information Services
Darren McCarthy	Parks and Recreation Director
Rigo Calzoncin	Public Works Director
Kevin Williams	Utilities Superintendent
Kaye Supak	Executive Assistant

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

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

**CALL TO ORDER.**

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

**AGENDA**

- 1. REVIEW AND DISCUSS THE CURRENT STATUS OF THE SPACEK TRACTS' SERVICE PLAN, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**  
**Executive Summary:** In November 2011, the City of Rosenberg annexed the area known as the "Spacek Tracts," consisting of approximately 230 acres generally located east of Spacek Road and on both sides of FM 2977; south of Fort Bend County MUD No. 144 and Rohan Road; and north of

Bryan Road. A vicinity map of the area and Ordinance No. 2011-27 are included in the agenda packet for reference.

Due to concerns that have been raised regarding the annexation of this area and the related provision of City services, staff will provide an overview including, but not limited to, the following:

- Municipal service plan for the area (Exhibit "C" to Ordinance No. 2011-27)
- City services that have been provided to date and the estimated cost of providing those services
- Planned capital improvements in the area and related cost estimates
- The estimated cost of extending City water and sanitary sewer through the majority of the area
- The estimated ad valorem tax revenue collected specifically from the area
- The required procedures per City Ordinance/Charter and State law for the disannexation of this or other areas within the City limits
- The provision of fire protection services to the area

This item has been placed on the Agenda for City Council to discuss and provide direction to staff.

**Key Discussion Points:**

- Travis Tanner, Executive Director of Community Development gave an overview of the item.
- Mr. Tanner gave a presentation regarding current investments in the area, scheduled improvements, and future estimated costs to provide services to the area. Also included were the requirements for disannexation as stated in the City Charter.
- Upon annexation of the Spacek Tract, some City services were provided, such as fire, police, and trash. Others, such as water and sewer, have not been developed in that area to date.
- After discussion, the general consensus of the Council was in favor of disannexation, following proper procedures.

**Questions/Comments:**

- **Q:** Has there been a petition received to date for disannexation?
- **A:** No petition has been received to date. Some signatures have been gathered by a large number of residents in the area, but it is a small, residential area, and is not representative of the original annexation.
- **C:** We can lawfully disannex as long as the services remain contiguous and it does not cut off our ETJs.
- **Q:** Can Council initiate the disannexation without a petition?
- **A:** No we cannot. We must have a petition from the majority of the qualified voters who live in the area. We could do so if it was unoccupied territory, but if there are residences, we must have a majority under our Charter. When we receive a petition, we would have to confirm the number of qualified voters in this area.
- **Q:** Is there any plan to provide the services (water, sewer, etc.) to this area?
- **A:** The current five year CIP has a waterline to be installed along Lark Street. That project is going to be constructed regardless of disannexation, because that project is directly related to our groundwater reduction projects. Other than that, there are no other water or sanitary sewer projects on our five year CIP.
- **C:** Many of the other developments in the same area, such as the Oaks of Rosenberg neighborhood, would not be a part of the City and be afforded the services they are receiving had the Council not had the foresight to annex them. Other residents in the area took many years to receive their City-provided services that they are now enjoying. A potential issue is this area not being included in the ESD (Emergency Services District) #6, so if we disannex them, they would be without emergency services.
- **C:** Beginning September 30, 2016, the fire department is to cease operation in unincorporated areas of Fort Bend County. This was at the heart of the annexation in the first place.
- **C:** Most of the calls that are responded to by our fire department are EMS calls, and there is County-provided EMS to service the area.
- **C:** The City can still choose to provide Emergency Services to the ETJ and be reimbursed by the County for those services, but the reimbursement amount is a shortfall to the actual cost of services.
- **C:** Under State law, if we choose to disannex this piece of property, we will not be able to

reannex it for any purpose for a period of ten years.

- **C:** We need to do our due diligence to inform these citizens before they begin signing a formal petition of the potential consequences, such as the ten year time period and the emergency services. We recommend having a Town Hall Meeting to disclose this information to the residents.

**Speaker:**

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

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

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

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

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

**Key Discussion Points:**

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

**Questions/Comments:**

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

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

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

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

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

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

- Scott Tschirhart, City Attorney, recommended that we include these restrictions as part of the construction permitting process, making it easier to separate businesses from residents, ensuring that every construction company is aware of the restrictions, and granting the ability to pull a permit in order to stop the work immediately upon a violation of this nature.
- After discussion, the general consensus was to have the City Attorney investigate options and bring them before Council in order to tighten up the rules to avoid future noise complaints on this level. Another suggestion was to possibly put a vicinity map on the City's website with the areas the street sweeper proposes to sweep to inform citizens so they could move their cars out of the street during that period of time.

4. **REVIEW AND DISCUSS PROPOSED IMPROVEMENT OF RECEIPT OF NOTICE REGARDING STREETS TO BE SWEEPED FROM THE STREET SWEEPING CONTRACTOR, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** This item has been added to the Workshop Agenda in order to discuss the proposed improvement of notice regarding streets scheduled to be swept in the City, and relates to notice currently provided by the street sweeping vendor in advance of such sweeping.

**Key Discussion Points:**

- William Benton, Councilor, At Large Position 1, brought this item before Council to ask for notice of when the street sweepers will be coming so that residents are able to move their cars in order to take full advantage of this service.
- John Maresh, Assistant City Manager, explained that the contractor gives the City daily notice of what they plan to do each day, but are unable to provide much more foresight, due to variables of equipment breakdown, weather, logistics, and the schedule or success of the previous day.
- After discussion, the general consensus was for Public Works to work with the street sweeping contractor in order to investigate possible ways to communicate their projected schedule with residents.

5. **REVIEW AND DISCUSS PROPOSED POLICE PRESENCE AT THE INTERSECTIONS OF AVENUE H/STATE HIGHWAY 36 AND AVENUE I/STATE HIGHWAY 36 DURING PEAK TRAFFIC TIMES, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** There have been certain traffic-related concerns expressed regarding the intersections of Avenue H and State Highway 36, and at Avenue I and State Highway 36.

This item has been added to the Workshop Agenda to offer City Council the opportunity to discuss a potential increase in the police presence at these sites in the morning from 7:00 a.m., to 8:30 a.m., and in the evening from 4:00 p.m., to 5:30 p.m., Monday through Friday. The increased presence would not be required during the summer months and/or during school holidays. Discussion may also include potential budgetary implications of such presence, signage options, and revised signalization in these areas.

**Key Discussion Points:**

- Councilor Benton gave an overview of the item, stating that the lights seem to be mistimed, causing vehicles to block the intersections. He believes police presence during peak hours, along with increased signage, will help alleviate some of the violations and impatience.
- Dallis Warren agreed that there is congestion at these intersections, which are home to some of the highest volume traffic in the City. The intersections in question have been targeted by RPD on multiple occasions throughout the year, but for a daily police presence at the specified hours, the cost would be approximately \$65,000 in overtime for an entire year.
- Chief Warren has made two requests to TXDOT, and TXDOT has added some signage, but not necessarily the signage as requested. He has also requested that TXDOT review the synchronization of those traffic lights, but there is no timeline for a resolution at this time.
- After discussion, the general consensus of Council was to have Police Chief Warren provide a more detailed cost estimate of increased police presence during the high volume traffic times, and to have Mayor Morales write a letter on behalf of the City to TXDOT with regard to this intersection.

**Mayor Morales recessed the meeting for a five minute break.**

6. **REVIEW AND DISCUSS PROHIBITION OF EIGHTEEN-WHEELER TRAFFIC FROM THE INTERSECTIONS OF AVENUE H/STATE HIGHWAY 36 AND AVENUE I/STATE HIGHWAY 36, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** This item has been added to the Workshop Agenda in order to discuss the potential prohibition of through semi truck traffic at the intersections of Avenue H and State Highway 36 and Avenue I and State Highway 36, unless the truck's destination is actually located within the City.

Discussion may also include LED or other signalization methods that would direct truck traffic to Spur 10, or other byways outside of the City; and, proposed educational and informational signage for truck drivers that could be placed along U.S. 59, Highway 90, Spur 10, and State Highway 36 regarding same.

**Key Discussion Points:**

- Councilor Benton brought this item before Council to determine if there is anything Council or staff can do in order to encourage 18-wheeler trucks to use Spur 10 instead of cutting through town on Highway 36.
- Scott Tschirhart advised that the City can prohibit use of surface streets, but cannot prohibit truckers from using State Highways and Farm-to-Market Roads.
- Mayor Morales stated that many GPS devices do not even recognize Spur 10 as a route.
- The general consensus of Council was to request additional signage from TXDOT at Spur 10 to encourage 18-wheeler traffic use thereof. Mr. Tschirhart advised Council to involve State Congressmen to further persuade TXDOT.

7. **REVIEW AND DISCUSS THE PROPOSED FY2015 STREET OVERLAY/RECONSTRUCTION PROJECT LIST, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** In past years, the Public Works Department has submitted the list of streets to be overlaid and rebuilt to City Council for approval. For FY2015, the Public Works Department has identified a list of twenty-seven (27) street sections that have immediate needs, at a total estimated cost of \$3.5 million. The FY2015 Budget includes funding in the amount of \$800,000, therefore staff has prioritized a list that will fall within the budgeted amount. Both of the aforementioned lists and location maps have been included within the agenda packet.

Due to the backlog of work on the Fort Bend County Road and Bridge Department's work schedule, the FY2015 proposed project list also includes the costs for a Contractor to provide the necessary equipment and labor to complete the project. All of the material, labor and equipment costs are based on current Fort Bend County bids, with the exception of the subgrade lime stabilization which will have to be bid separately by the City.

For reference, the list of remaining streets to be repaved from the approved FY2014 Street Paving Project list is also included in the packet. Fort Bend County Road and Bridge Department is still planning to complete the remainder of the FY2014 work later this Spring/Summer.

Staff recommends approval of the Prioritized FY2015 Street Overlay and Reconstruction Project List that will fall within the budgeted amount as presented. If City Council concurs, an action item will be placed on an upcoming Regular City Council Agenda.

**Key Discussion Points:**

- John Maresh, Assistant City Manager of Public Services read the Executive Summary.
- Councilor Grigar supports the list, and further encourages taking some of these streets that are in the worst shape out for bid in order to improve them in a timelier manner, rather than waiting on the County.
- The current plan is to wait on the County to be able to get to us on their workload, but to look into contractors as the end of the year approaches in order to be able to improve some of the worst streets sooner rather than later.
- After discussion, the general consensus of the Council was in support of the Prioritized FY2015 Street Overlay and Reconstruction Project List as presented.

8. **REVIEW AND DISCUSS BUILDING PLANS FOR RESTROOM AT MACARIO GARCIA PARK, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** Replacement of the restrooms at Macario Garcia Park was designated as a park improvement in the FY2015 Budget by the Rosenberg Development Corporation. The current restroom facility is outdated and cannot be sanitized properly. Building plans for a prefabricated, modular restroom unit were presented at the regularly scheduled Parks and Recreation Board meeting on January 22, 2015. The Board reviewed the plans and after some discussion, unanimously recommended to have the current restroom facility removed and replaced with a new one similar to the plans from WalCon, Inc.

Staff has placed this item on the Agenda to receive City Council's input on the Board recommendation that a new restroom facility replace the current restroom facility in Macario Garcia Park.

**Key Discussion Points:**

- Darren McCarthy, Parks and Recreation Director gave an overview of the item and presented a draft document containing the suggested specifications for the replacement restroom facility.
- The \$150,000 requested would provide for deconstruction of the existing facility and construction of the new facility.
- Garcia Park is the last park for restroom replacement. Its specifications will be in line with the previous parks' restroom facilities.
- The consensus of the Council was to move forward with the proposal.

9. **ADJOURNMENT.**

There being no further business, Mayor Morales adjourned the meeting at 8:40 p.m.

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Linda Cernosek, TRMC, City Secretary



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
B	Resolution No. R-1949 - Support of S.B. 581 for a Texas State Technical College Campus in Fort Bend County

### ITEM/MOTION

Consideration of and action on Resolution No. R-1949 a Resolution in support of Texas Senate Bill No. 581 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:**

N/A

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

**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1949
2. Texas Senate Bill No. 581 – Filed by Senator Lois Kolkhorst

MUD #: N/A

### APPROVALS

**Submitted by:**

Randall Malik  
Economic Development  
Director

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

Senator Lois Kolkhorst of Texas Senate District 18 has filed Texas Senate Bill No. 581, relating to the creation of a campus of the Texas State Technical College (TSTC) in Fort Bend County. TSTC is working with the George and Henderson-Wessendorff Foundations on building a new TSTC Fort Bend Campus.

Staff recommends approval of Resolution No. R-1949 as presented.

**RESOLUTION NO. R-1949**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, IN SUPPORT OF TEXAS SENATE BILL NO. 581 – RELATING TO THE CREATION OF A CAMPUS OF THE TEXAS STATE TECHNICAL COLLEGE SYSTEM IN FORT BEND COUNTY.**

\* \* \* \* \*

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

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

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

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

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

Section 1. That the Rosenberg City Council supports Senate Bill No. 581 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County.

**PASSED, APPROVED, and RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

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

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

By: Kolkhorst

S.B. No. 581

A BILL TO BE ENTITLED

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

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

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

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

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

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

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

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

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

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

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

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

1 time by specific legislative Act.

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

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

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



# CITY COUNCIL COMMUNICATION

April 07, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>C</b>	<b>FY2015 Street Overlay and Reconstruction Project List</b>
<b>ITEM/MOTION</b>	

Consideration of and action on the City of Rosenberg FY2015 Street Overlay and Reconstruction Project List.

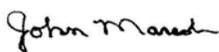
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>
<b>Annualized Dollars:</b> <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	<input type="checkbox"/> District 1 <input type="checkbox"/> District 2 <input type="checkbox"/> District 3 <input type="checkbox"/> District 4 <input checked="" type="checkbox"/> City-wide <input type="checkbox"/> N/A
<b>Budgeted:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  <b>Source of Funds:</b> 101-5022-530-7030	

### SUPPORTING DOCUMENTS:

**MUD #:** N/A

1. FY2015 Priority Street Overlay and Reconstruction Project List – 03-24-15
2. FY2015 Priority Street Overlay and Reconstruction Location Map
3. 2014 Street Paving Project – Remaining Work
4. City Council Meeting Draft Minute Excerpt – 03-24-15

### APPROVALS

<b>Submitted by:</b>  John Maresh Assistant City Manager of Public Services	<b>Reviewed by:</b> <input checked="" type="checkbox"/> Exec. Dir. of Administrative Services <i>gf</i> <input type="checkbox"/> Asst. City Manager for Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input checked="" type="checkbox"/> Director of Public Works <i>RC</i>	<b>Approved for Submittal to City Council:</b>  Robert Gracia City Manager
--	---	--

### EXECUTIVE SUMMARY

The list of streets for the proposed FY2015 Street Overlay and Reconstruction Project was presented to City Council during the March 24, 2015 Workshop. A copy of the Priority Project List is included in the packet. The cost estimate for the recommended streets included on the Priority Project List is approximately \$800,253.55. The FY2015 Budget includes \$800,000.00, which should fully fund the FY2015 project.

Upon City Council approval, staff will take the necessary actions to purchase the material, including labor and equipment utilizing the Fort Bend County bids. Staff will also prepare bid specifications and complete the bidding process for the subgrade lime stabilization. After bids are received, an action item to award this bid will be placed on a future City Council Agenda.

For reference, the list of remaining streets to be repaved from the approved FY2014 Street Paving Project list is also included in the packet. Fort Bend County Road and Bridge Department is still planning to complete the remainder of the FY2014 work later this Spring/Summer.

Staff recommends approval of the FY2015 Priority Street Overlay and Reconstruction Project List as presented.

**PROPOSED FISCAL YEAR 2015 PRIORITY STREET RECONSTRUCTION**

District	Street Name	Boundaries From - To	Asphalt Grand Total	Delivery Grand Total	Lime	Laydown Grand Total	Grand Total
4	Avenue N	FM 2218 - Graeber Road	\$122,734.38	\$6,575.06	\$150,196.20	\$43,833.71	\$323,339.35
2	West Street	Bernie - US 59	\$64,829.96	\$3,473.03	\$79,335.67	\$23,153.56	\$170,792.22
1	Walnut Avenue	FM 723 - Mulcahy	\$18,687.64	\$1,001.12	\$22,869.00	\$6,674.16	\$49,231.92
3	Brooks	Hwy 36 - 4th Street	\$20,764.04	\$1,112.36	\$25,410.00	\$7,415.73	\$54,702.13
1	Carlisle Street	Avenue E - Walnut Avenue	\$5,662.92	\$303.37	\$6,930.00	\$2,022.47	\$14,918.76
2	Dallas Avenue	Hwy 36 - Brazos	\$28,566.29	\$1,530.34	\$34,958.00	\$10,202.25	\$75,256.88
2	Avenue K	Hwy 36 - Carlisle St	\$15,940.07	\$853.93	\$19,506.67	\$5,692.88	\$41,993.56
1	Horace Mann	Avenue I - Mustang Avenue	\$26,577.98	\$1,423.82	\$32,524.80	\$9,492.13	\$70,018.73

**Total:                    \$303,763.30                    \$16,273.03    \$371,730.33                    \$108,486.89                    \$800,253.55**

**Summary of All Districts**

<b>Asphalt Grand Total</b>	\$303,763.30
<b>Delivery Grand Total</b>	\$16,273.03
<b>Lime Grand Total</b>	\$371,730.33
<b>Laydown Grand Total</b>	\$108,486.89
<b>Grand Total</b>	\$800,253.55

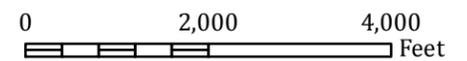
# STREET RECONSTRUCTION Fiscal Year 2015

City of Rosenberg, Texas

-  FY 2015 Paving
-  Interstate
-  US Highway
-  State Highway
-  Public Road
-  Private Road
-  Railroad
-  Brazos River
-  Rosenberg City Limits
-  Rosenberg ETJ
-  Other Jurisdictions



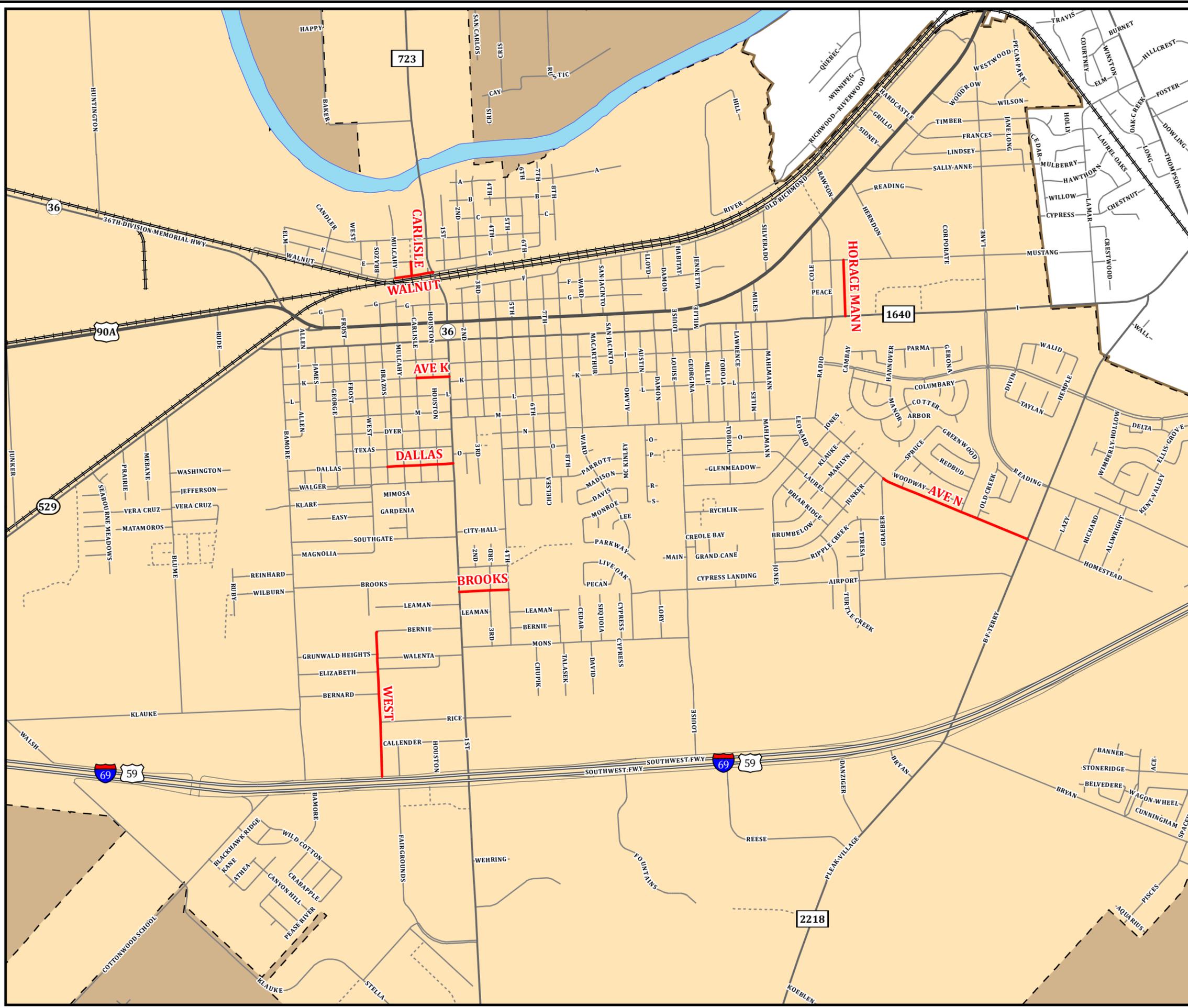
Scale:  
1:24,000  
or  
1 Inch = 2,000 Feet



The 2014 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council, which may be contacted at [www.h-gac.com](http://www.h-gac.com).

Created by: City of Rosenberg GIS - Cory Vardaman  
Date Created: March 19, 2015  
Original Size: 11" x 17"  
K:\GIS\MAPS\Public\_Works\2015\Paving\_Exhibit\_FY15\_11x17.mxd

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



**City of Rosenberg  
2014 Street Paving Project  
Remaining Work**

<b>District</b>	<b>Street Name</b>	<b>Boundaries From - To</b>
#1	West Street	Avenue D - Walnut
#1	Walnut	Willow - Mulcahy
#1	Radio Lane	Avenue H - Avenue I
#2	Mulcahy Street	Avenue I - Walger
#2	Blackwood	Muegge - Dead End
#2	J. Meyer Road	FM 2218 - Seabourne Creek
#2	Houston Street	Avenue I - Avenue K
#2	James Street	Avenue I - Avenue L
#3	Avenue L	Damon - Dead End
#3	7th Street	Avenue N - Parrot Street
#3	Avenue J	Mahlmann - Austin Street
#4	Homestead Road	FM 2218 - Dead End
#4	Lazy Lane	Homestead - Reading Road
#4	Richard Street	Homestead - Reading Road
#4	Allwright	Homestead - Reading Road

6. **REVIEW AND DISCUSS PROHIBITION OF EIGHTEEN-WHEELER TRAFFIC FROM THE INTERSECTIONS OF AVENUE H/STATE HIGHWAY 36 AND AVENUE I/STATE HIGHWAY 36, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** This item has been added to the Workshop Agenda in order to discuss the potential prohibition of through semi truck traffic at the intersections of Avenue H and State Highway 36 and Avenue I and State Highway 36, unless the truck's destination is actually located within the City.

Discussion may also include LED or other signalization methods that would direct truck traffic to Spur 10, or other byways outside of the City; and, proposed educational and informational signage for truck drivers that could be placed along U.S. 59, Highway 90, Spur 10, and State Highway 36 regarding same.

**Key Discussion Points:**

- Councilor Benton brought this item before Council to determine if there is anything Council or staff can do in order to encourage 18-wheeler trucks to use Spur 10 instead of cutting through town on Highway 36.
- Scott Tschirhart advised that the City can prohibit use of surface streets, but cannot prohibit truckers from using State Highways and Farm-to-Market Roads.
- Mayor Morales stated that many GPS devices do not even recognize Spur 10 as a route.
- The general consensus of Council was to request additional signage from TXDOT at Spur 10 to encourage 18-wheeler traffic use thereof. Mr. Tschirhart advised Council to involve State Congressmen to further persuade TXDOT.

7. **REVIEW AND DISCUSS THE PROPOSED FY2015 STREET OVERLAY/RECONSTRUCTION PROJECT LIST, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** In past years, the Public Works Department has submitted the list of streets to be overlaid and rebuilt to City Council for approval. For FY2015, the Public Works Department has identified a list of twenty-seven (27) street sections that have immediate needs, at a total estimated cost of \$3.5 million. The FY2015 Budget includes funding in the amount of \$800,000, therefore staff has prioritized a list that will fall within the budgeted amount. Both of the aforementioned lists and location maps have been included within the agenda packet.

Due to the backlog of work on the Fort Bend County Road and Bridge Department's work schedule, the FY2015 proposed project list also includes the costs for a Contractor to provide the necessary equipment and labor to complete the project. All of the material, labor and equipment costs are based on current Fort Bend County bids, with the exception of the subgrade lime stabilization which will have to be bid separately by the City.

For reference, the list of remaining streets to be repaved from the approved FY2014 Street Paving Project list is also included in the packet. Fort Bend County Road and Bridge Department is still planning to complete the remainder of the FY2014 work later this Spring/Summer.

Staff recommends approval of the Prioritized FY2015 Street Overlay and Reconstruction Project List that will fall within the budgeted amount as presented. If City Council concurs, an action item will be placed on an upcoming Regular City Council Agenda.

**Key Discussion Points:**

- John Maresh, Assistant City Manager of Public Services read the Executive Summary.
- Councilor Grigar supports the list, and further encourages taking some of these streets that are in the worst shape out for bid in order to improve them in a timelier manner, rather than waiting on the County.
- The current plan is to wait on the County to be able to get to us on their workload, but to look into contractors as the end of the year approaches in order to be able to improve some of the worst streets sooner rather than later.
- After discussion, the general consensus of the Council was in support of the Prioritized FY2015 Street Overlay and Reconstruction Project List as presented.



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
D	Resolution No. R-1953 - General Warranty Deed Acceptance (5187 Bryan Road)

### ITEM/MOTION

Consideration of and action on Resolution No. R-1953, a Resolution acknowledging the acquisition, by General Warranty Deed, of a 20-foot wide strip of land in the Robert E. Handy Survey, Abstract 187, City of Rosenberg, Fort Bend County, Texas, being out of and a part of that certain called 0.998 acre tract recorded in Volume 2725, Page 4, Official Records, Fort Bend County, Texas, and generally located at 5187 Bryan Road, Rosenberg, Texas, and associated with the Bryan Road Improvement Project.

### FINANCIAL SUMMARY

#### Annualized Dollars:

- One-time
- Recurring
- N/A

#### Budgeted:

- Yes  No  N/A

#### Source of Funds:

419-0000-550-7032 (CP1103)

### ELECTION DISTRICT

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

### SUPPORTING DOCUMENTS:

1. Resolution No. R-1953

MUD #: N/A

### APPROVALS

#### Submitted by:

John Maresh  
Assistant City Manager of  
Public Services

#### Reviewed by:

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

#### Approved for Submittal to City Council:

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

As a part of the improvements necessary for the widening of Bryan Road, City Council authorized staff to negotiate and purchase certain real property, namely a 20-foot strip of property located at 5187 Bryan Road to serve as a part of the required public right-of-way for the Bryan Road Improvement Project.

Staff has successfully completed the negotiation and successfully acquired said real property. Accordingly, staff recommends approval of Resolution No. R-1953 providing for the acceptance of said property generally located at 5187 Bryan Road, Rosenberg, Texas, and associated with the Bryan Road Improvement Project.

**RESOLUTION NO. R-1953**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, A RESOLUTION ACKNOWLEDGING THE ACQUISITION OF A 20-FOOT WIDE STRIP OF LAND IN THE ROBERT E. HANDY SURVEY, ABSTRACT 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 0.998 ACRE TRACT RECORDED IN VOLUME 2725, PAGE 4, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, AND GENERALLY LOCATED AT 5187 BRYAN ROAD, ROSENBERG, TEXAS, AND ASSOCIATED WITH THE BRYAN ROAD IMPROVEMENT PROJECT.**

\* \* \* \* \*

**WHEREAS**, the City Council acknowledges that it was desirable and in the best interest of the City of Rosenberg ("City") to acquire a 20-foot wide strip of land generally located at a site more particularly described in that certain General Warranty Deed, attached hereto as Exhibit "A" made a part hereof for all purposes; and,

**WHEREAS**, the City Council acknowledges that the subject property was necessary for public use and in order to provide for future needs, services, and infrastructure of the City, in particular the Bryan Road Improvement Project; and,

**WHEREAS**, staff was directed to prepare and facilitate any and all documentation necessary to acquire that certain real property; and,

**WHEREAS**, the City Council acknowledges that negotiations have been successfully conducted; now, therefore,

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

Section 1. That the City Council of the City of Rosenberg acknowledges the acquisition of a certain General Warranty Deed for real property more particularly described as 20-foot wide strip of land in the Robert E. Handy Survey, Abstract 187, City of Rosenberg, Fort Bend County, Texas, being out of and a part of that certain called 0.998 acre tract recorded in Volume 2725, Page 4, Official Records, Fort Bend County, Texas, more particularly described in Exhibit "A" attached hereto for all purposes.

Section 2. That the City Council accepts the foregoing General Warranty Deed regarding acquisition of real property necessary for public use and in order to provide for future needs, services, and infrastructure of the City, in particular the Bryan Road Improvement Project .

**PASSED, APPROVED AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

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

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

2015030146  
 ELECTRONICALLY RECORDED  
 Official Public Records  
 3/25/2015 10:12 AM



*Laura Richard*  
 Laura Richard, County Clerk  
 Fort Bend County Texas  
 Pages: 5 Fee: \$ 29.00

## GENERAL WARRANTY DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** March 24, 2015

**Grantor:** TPJ Bearing, LLC

**Grantor's Mailing Address:**  
 c/o Carlton E. Rector  
 5187 Bryan Road  
 Rosenberg, Texas 77469

**Grantee:** City of Rosenberg, Texas, a municipal corporation

**Grantee's Mailing Address:**  
  
 City of Rosenberg  
 2110 4th Street  
 Rosenberg, TX 77471  
 Fort Bend County

**Consideration:**

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the full receipt of which is hereby acknowledged.

**Property (including any improvements):**

20-Foot wide strip of land in the Robert E. Handy Survey, Abstract 187, City of Rosenberg, Fort Bend County, Texas, being out of and a part of that certain called 0.998 acre tract recorded in Volume 2725, Page 4, Official Records, Fort Bend County, Texas, more particularly described in Exhibit "A" attached hereto for all purposes.

**Reservations from Conveyance:**

Grantor reserves all oil, gas, and other minerals in, on, or under the Property, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same.

**Exceptions to Conveyance and Warranty:** None

**STEWART TITLE**  
 1415745877/ba/co

Grantor for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

Grantor: TPJ Bearing, LLC  
By: *Carlton E. Rector*  
Carlton E. Rector, Managing Member

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND   §

Before me, the undersigned authority, on this day personally appeared Carlton E. Rector, Managing Member on behalf of TPJ Bearing, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and on behalf of said corporation.

Given under my hand and seal of office this 24 day of March 2015.

*Carlton E. Rector*  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City Manager's Office  
City of Rosenberg  
2110 4th Street  
P.O. Box 32  
Rosenberg, TX 77471



**CHARLIE KALKOMEY SURVEYING, INC.****A JONES & CARTER COMPANY**6415 READING ROAD  
ROSENBERG, TEXAS 77471  
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

FIELD NOTES FOR A 20-FOOT WIDE STRIP OF LAND IN THE ROBERT E. HANDEY SURVEY, ABSTRACT 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 0.998 ACRE TRACT RECORDED IN VOLUME 2725, PAGE 4, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

**COMMENCING** at a 5/8 inch iron rod found for the east corner of said called 0.998 acre tract, same being the south corner of the adjoining Reserve "B" of The Oaks of Rosenberg Section 1, according to map or plat thereof recorded under County Clerk's File Number 20070032, Plat Records, Fort Bend County, Texas, said point also being the west corner of the adjoining Lot 22, and the north corner of the adjoining Lot 21 of said The Oaks of Rosenberg Section 1;

**THENCE** South 22 degrees 03 minutes 20 seconds West (called South 25 degrees West) along the southeast line of said called 0.998 acre tract, same being the northwest line of said adjoining Lot 21, 100.16 feet to a 5/8 inch iron rod with cap marked "1943-4349" found for the east corner and **Place of Beginning** of the herein described 20-foot wide strip of land, said point being the west corner of an adjoining called 15-foot wide Storm Sewer Easement, same being the north corner of an adjoining called 20-foot wide strip of land dedicated for Bryan Road right-of-way, as shown on said plat of The Oaks of Rosenberg Section 1;

**THENCE** South 22 degrees 03 minutes 20 seconds West (called South 25 degrees West) along the southeast line of said called 0.998 acre tract, 20.00 feet to a 5/8 inch iron rod found in the existing northeast right-of-way line of Bryan Road (called 60-foot wide this location) for the south corner of the herein described 20-foot wide strip of land;

**THENCE** North 67 degrees 52 minutes 40 seconds West along the existing northeast right-of-way line of Bryan Road, 290.75 feet to a 1-inch iron pipe found for the west corner of the herein described 20-foot wide strip of land, said point being in the northwest line of said called 0.998 acre tract, same being the southeast line of an adjoining called 10.33 acre tract recorded in Volume 541, Page 435, Deed Records, Fort Bend County, Texas;

**THENCE** North 22 degrees 31 minutes 45 seconds East (called North 25 degrees East) along the northwest line of said called 0.998 acre tract, same being the southeast line of said adjoining called 10.33 acre tract, 20.00 feet to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" set for the north corner of the herein described 20-foot wide strip of land;

**THENCE** South 67 degrees 52 minutes 40 seconds East establishing the northeast line of the herein described 20-foot wide strip of land, being 20.00 feet perpendicular from and parallel to the existing northeast right-of-way line of Bryan Road, 290.59 feet to the **Place of Beginning** and containing 0.13 acre of land, more or less.

For reference and further description see Survey Plat No. R0001-0133-01 prepared by the undersigned on same date.

November 10, 2014

Job Number R0001-0133-01

Charlie Kalkomey Surveying, Inc.  
6415 Reading Road  
Rosenberg, TX 77471-5655  
(281) 342-2033  
Texas Board of Professional Land  
Surveying Registration No. 10046104



A handwritten signature in black ink, appearing to read "Chris D. Kalkomey".

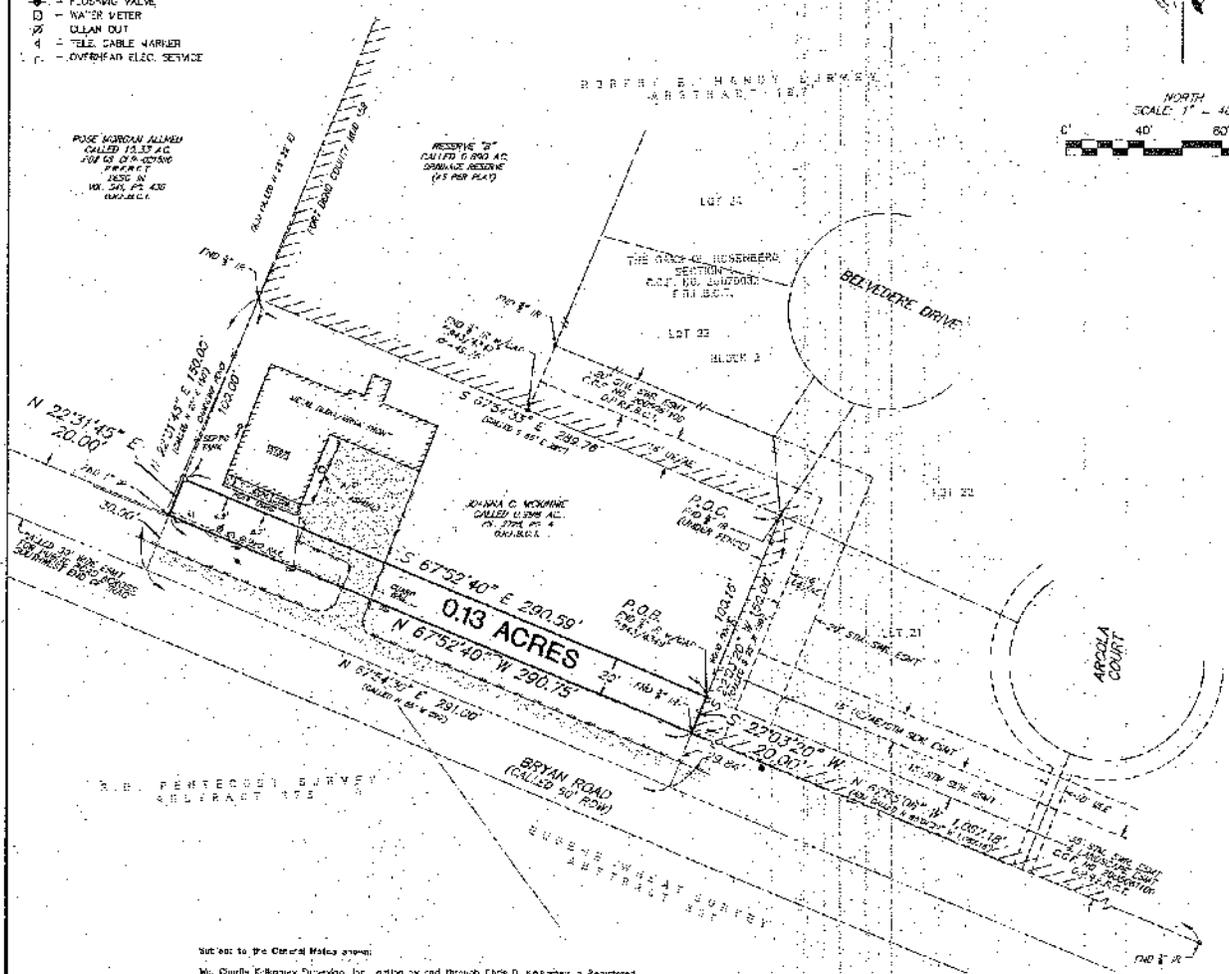
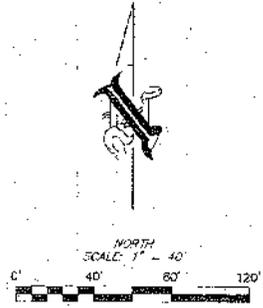
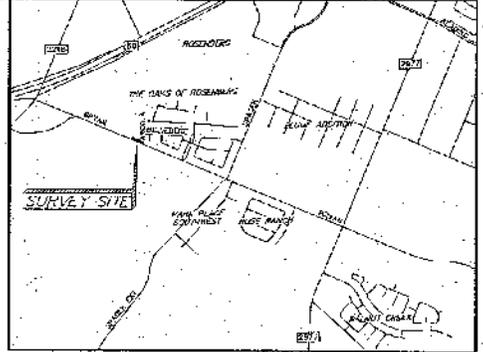
Acting By/Through Chris D. Kalkomey  
Registered Professional Land Surveyor  
No. 5869

CDKalkomey@jonescarter.com

LEGEND

- ⊙ - SFT S/W/ R W/CAP
- ⊙ - "KALOMET" SURVEYING
- ⊙ - GUY ANCHOR
- ⊙ - POWER POLE
- ⊙ - TELE. PEDESTAL
- ⊙ - WATER VALVE
- ⊙ - FLUSHING VALVE
- ⊙ - WATER METER
- ⊙ - CLEAN OUT
- ⊙ - TELE. CABLE MARKER
- ⊙ - OVERHEAD ELEC. SERVICE

EXHIBIT "A" (3 OF 3)



- GENERAL NOTES:
1. A current title report was not available at the time of this survey, therefore it is possible that encumbrances of record may not be shown hereon.
  2. Readings are based upon the Texas Coordinate System, South-Central Zone, (NAD83) based upon GPS observations.
  3. Forces shown hereon are graphical only.
  4. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
  5. For reference and further description, see notes and sounds description, job number R1011-0133-01 prepared by Grace Kalamet Surveying, Inc. on 06/16/14.

SURVEY  
OF A  
20-FOOT WIDE STRIP OF LAND  
OUT OF THE  
ROBERT E. HANDY SURVEY, ABSTRACT 187  
CITY OF ROSENBERG  
FORT BEND COUNTY, TEXAS  
NOVEMBER 2014

Noted to the General Notes shown:  
We, Charles E. Kalamet Surveying, Inc., acting by and through Chris D. Kalamet a Registered Professional Land Surveyor, hereby certify that this plan accurately represents the facts found on the date of survey.

Surveys: 11-10-14



Chris D. Kalamet  
Registered Professional Land Surveyor  
No. 9850

CHARLES E. KALAMET  
Surveying, Inc.  
Equal Opportunity  
6810 Rockledge Road - Rosenberg, Texas 77477-5877  
Tel: 281-348-1001 Fax: 281-348-1003  
Texas Board of Professional Land Surveying Registration No. 16428664  
a Jones & Carter Company



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
E	Final Plat of The Reserve at Brazos Town Center Section Four

### ITEM/MOTION

Consideration of and action on a Final Plat of The Reserve at Brazos Town Center Section Four, being a 27.6398 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, City of Rosenberg, Fort Bend County, Texas; 4 reserves, 104 lots, 3 blocks.

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

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

**MUD #:** 167 (Brazos Town Center)

1. Final Plat of The Reserve at Brazos Town Center Section Four
2. Developer's Conceptual Plan, Revised Exhibit "B" Brazos Town Center – 01-20-15
3. Planning Commission Meeting Minute Excerpt – 01-21-15
4. Planning Commission Meeting Minute Excerpt – 11-19-14

### APPROVALS

**Submitted by:**

Travis Tanner, AICP  
Executive Director of  
Community Development

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

The Final Plat of The Reserve at Brazos Town Center Section Four is located off of Town Center Boulevard, north of its intersection with Vista Drive. It is located within the City Limits; in Fort Bend County MUD No. 167; and immediately west of The Reserve at Brazos Town Center Section Three, which has been recorded. The Plat consists of approximately 27.6 acres, with 104 single-family residential lots and four (4) reserves.

The typical lot size for the subdivision is 50 feet in width. This is per the approved Land Plan, which was most recently amended on January 20, 2015 (see attached). Per the amended Development Agreement, homes in the subdivision will also be a minimum of 51 percent masonry construction, which is noted on the Plat.

The Preliminary Plat of this subdivision was approved by the Planning Commission on November 19, 2014, and the Final Plat was recommended by approval on January 21, 2015. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff and the Planning Commission recommend approval of the Final Plat of The Reserve at Brazos Town Center Section Four.

WE, FIGURE FOUR PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH GERALD W. NOTEBROOM, SENIOR EXECUTIVE VICE PRESIDENT OF PSWA, INC., A TEXAS CORPORATION, ITS SOLE GENERAL PARTNER, HERINAFTER REFERRED TO AS OWNERS OF THE 27.6398 ACRE TRACT, DESCRIBED IN THE ABOVE AND FOREGOING MAP OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL SEVEN AND ONE-HALF FEET (7'-6"), FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES (ONLY ON ONE SIDE IF A PERMETER EASEMENT) AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH, EXCEPT ON PERMETER EASEMENTS WHERE IT TOTALS TWENTY-TWO AND ONE-HALF FEET (22' 6") IN WIDTH.

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

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PROVIDE THAT DRAINAGE STRUCTURES UNDER DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO INSTANCE HAVE A DRAINAGE OPENING OF LESS THAN THREE (3) SQUARE FEET (24" DIAMETER).

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

WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL CONFORM WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY AND THE COUNTY; WE, OUR SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN.

IN TESTIMONY WHEREOF, FIGURE FOUR PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY  
GERALD W. NOTEBROOM, SENIOR EXECUTIVE VICE PRESIDENT OF PSWA, INC., A TEXAS CORPORATION AND ATTESTED BY \_\_\_\_\_  
THEREUNTO AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

FIGURE FOUR PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: PSWA, INC., A TEXAS CORPORATION,  
ITS SOLE GENERAL PARTNER

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
GERALD W. NOTEBROOM, SENIOR EXECUTIVE VICE PRESIDENT PRINT NAME AND TITLE

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GERALD W. NOTEBROOM, SENIOR EXECUTIVE VICE PRESIDENT OF PSWA, INC., A TEXAS CORPORATION, THE SOLE GENERAL PARTNER OF FIGURE FOUR PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AS THE ACT AND DEED OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

# THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR



~ Owner ~  
**FIGURE FOUR PARTNERS, LTD.**  
8000 GULF FREEWAY  
HOUSTON, TX 77017  
(713) 948-7700

~ Engineer ~  
**DANNENBAUM ENGINEERING CORP**  
3100 WEST ALABAMA  
HOUSTON, TX 77098  
(713) 520-9570

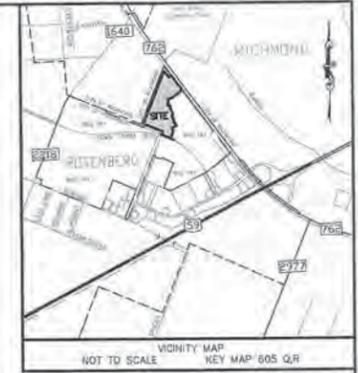
~ Surveyor ~  
**TEXAS ENGINEERING AND MAPPING**  
12810 CENTURY DRIVE  
STAFFORD, TEXAS 77477  
PHONE: (281) 491-2525 FAX: (281) 491-2535  
FIRM REGISTRATION NO.: 10119000  
JOB NO. 1000-2

**REASON FOR REPLAT**  
TO CREATE 104 LOTS, 3 BLOCKS,  
AND 4 RESERVES.

## THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR

A 27.6398 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,  
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS

4 RESERVES 104 LOTS 3 BLOCKS



I, BRIAN NAWARA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE WILL BE MARKED AFTER ROUGH GRADING HAS OCCURRED AND PUBLIC ROADS ARE CONSTRUCTED WITH IRON RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

BRIAN NAWARA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6060



THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG, AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

VINCENT M. MORALES, JR., MAYOR  
LINDA CERNOSEK, SECRETARY

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG, AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

PETE PAVLOVSKY, CHAIRPERSON  
WAYNE POLDRACK, SECRETARY

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON \_\_\_\_\_ 2015, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN PLAT NUMBER(S) \_\_\_\_\_ OF THE PLAT RECORDS OF SAID COUNTY. WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS THE DAY AND DATE LAST ABOVE WRITTEN.

BY: LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS  
DEPUTY

- 1.) B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L. & P.E. INDICATES HOUSTON LIGHTING AND POWER EASEMENT; P.L. INDICATES PROPERTY LINE.
- 2.) BENCHMARK: CITY OF ROSENBERG MARKER NO. 32 (RS 32) IS LOCATED AT THE CORNER OF A TYPE "C" INLET ON THE NORTH SIDE OF TOWN CENTER BOULEVARD, APPROXIMATELY 372 FEET SOUTHEAST OF VISTA DRIVE. ELEVATION=41.15' (NAVD 1988, 2001 ADJUSTMENT).
- 3.) A CITY OF ROSENBERG BENCHMARK WILL BE SET AFTER STREETS ARE INSTALLED. A BENCHMARK FORM WILL BE SUBMITTED TO THE CITY FOR APPROVAL.
- 4.) ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON CITY OF ROSENBERG MARKER NO. RS 32.
- 5.) THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- 6.) THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED ON JANUARY 9, 2015 BY EXECUTIVE TITLE COMPANY, EFFECTIVE DATE DECEMBER 3, 2014. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY.
- 7.) THIS PLAT LIES WHOLLY WITHIN THE MUNICIPAL UTILITY DISTRICT NO. 167, FORT BEND SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE CITY OF ROSENBERG, FORT BEND COUNTY, AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- 8.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 46107-C-0245L EFFECTIVELY DATED APRIL 2, 2014, THIS PROPERTY LIES IN ZONE "X", AN AREA NOT CONSIDERED IN THE 500-YR FLOOD PLAN.
- 9.) APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- 10.) THERE IS NO PHYSICAL EVIDENCE OF PIPELINES NOR PIPELINE EASEMENTS REFLECTED IN THE TITLE THAT AFFECT THE LIMITS OF THIS SUBDIVISION.
- 11.) FIVE-EIGHTHS (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET ON ALL PERMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BLOCK CORNERS, UNLESS OTHERWISE NOTED.
- 12.) THE MINIMUM SLAB ELEVATION (FINISHED FLOOR) SHALL BE 95.5' BUT NO LESS THAN 12 INCHES ABOVE THE FLOOD PLAIN ELEVATION, 18 INCHES ABOVE NATURAL GROUND, OR 12 INCHES ABOVE THE TOP OF CURB IN FRONT OF THE PROPERTY, WHICHEVER IS HIGHER.
- 13.) ALL LOTS SHALL HAVE A MINIMUM OF FIVE (5) FOOT SIDE BUILDING LINE.
- 14.) THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS FOR STREET PONDING DURING INTENSE RAINFALL EVENTS.
- 15.) THIS PLAT LIES WITHIN FORT BEND LIGHTING ORDINANCE ZONE NO. LZ3.
- 16.) ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- 17.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.G.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99998887372.
- 18.) SIDEWALKS SHALL BE BUILT THROUGH RESTRICTIVE COVENANTS WITHIN ALL ROAD RIGHTS-OF-WAY DEDICATED TO THE PUBLIC.
- 19.) THE RESIDENTIAL DWELLINGS SHALL INCORPORATE AT LEAST 51 PERCENT MASONRY EXTERIORS AND BE A MINIMUM OF 1,650 SQUARE FEET IN SIZE.



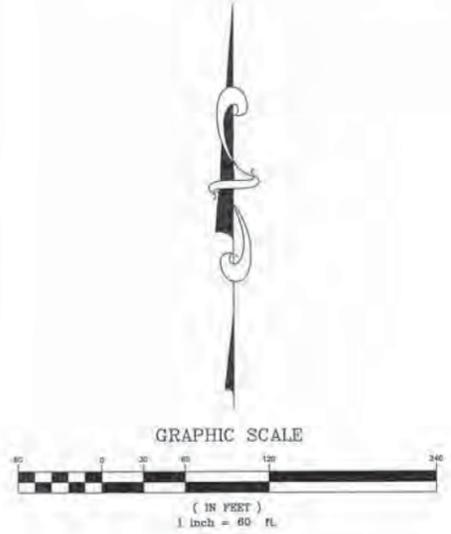


LINE	BEARING	DISTANCE
L1	S 87°01'50" E	44.27
L2	N 82°58'10" E	71.24
L3	S 37°01'50" E	189.55
L4	N 52°53'59" E	89.91
L5	S 63°37'37" W	48.58
L6	S 74°31'10" W	53.66
L7	S 84°43'06" W	60.00
L8	S 05°09'54" E	121.78
L9	S 01°21'08" W	60.00
L10	S 08°52'28" E	119.94
L11	S 23°21'51" E	176.47
L12	S 18°00'28" W	20.00
L13	S 17°33'21" E	128.14
L14	S 10°50'53" W	13.42
L15	S 30°33'31" E	134.97
L16	S 03°45'10" E	60.00
L17	S 26°40'37" W	110.27
L18	N 23°17'31" W	1.59
L19	N 35°26'44" W	8.00
L20	S 69°18'54" E	9.95
L21	S 50°22'02" W	29.18
L22	N 55°28'08" W	18.40
L23	S 85°09'21" W	33.54
L24	S 01°56'14" E	20.10
L25	S 49°02'49" E	24.58
L26	N 29°12'25" E	24.95
L27	N 44°33'28" W	71.38
L28	N 88°52'36" W	34.88
L29	S 75°25'40" E	52.63
L30	N 83°00'00" E	39.68
L31	N 88°31'10" W	30.88
L32	N 24°57'03" W	27.90
L33	N 00°44'55" E	25.32
L34	S 88°50'51" W	1.51
L35	S 66°44'58" W	1.65

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	98°41'02"	25.00'	42.19'	N 43°03'37" E - 37.36'
C2	101°16'36"	430.00'	77.13'	N 86°15'50" E - 77.02'
C3	138°37'44"	50.00'	120.98'	S 02°40'43" E - 93.55'
C4	31°18'04"	270.00'	147.50'	N 70°35'48" E - 145.85'
C5	89°18'08"	25.00'	38.97'	N 49°08'08" W - 35.14'
C6	31°07'39"	250.00'	135.82'	N 11°06'48" E - 134.16'
C7	89°18'08"	25.00'	38.91'	N 70°35'48" E - 34.82'
C8	6°31'14"	2450.00'	278.83'	N 88°19'11" W - 278.85'
C9	29°40'58"	300.00'	134.48'	S 80°54'40" E - 133.35'
C10	89°45'17"	55.00'	86.16'	S 23°11'33" E - 77.52'
C11	9°56'24"	959.50'	173.40'	S 73°02'19" E - 173.18'
C12	89°14'43"	55.00'	86.63'	S 68°48'27" W - 77.95'
C13	29°37'06"	400.00'	143.36'	S 78°17'49" E - 142.59'
C14	89°45'59"	300.00'	281.66'	N 82°33'45" E - 280.92'
C15	91°28'51"	55.00'	87.78'	S 24°02'20" E - 78.76'
C16	21°19'42"	25.00'	9.31'	N 78°44'02" W - 9.25'
C17	132°01'46"	50.00'	115.22'	S 23°23'01" E - 91.36'
C18	20°56'46"	25.00'	9.14'	N 32°09'29" E - 9.09'
C19	89°45'17"	25.00'	39.16'	S 23°11'33" E - 35.38'
C20	90°14'43"	25.00'	39.38'	S 68°48'27" W - 36.43'
C21	41°25'34"	25.00'	18.08'	N 54°26'51" W - 17.68'
C22	26°53'35"	50.00'	231.80'	N 13°27'08" E - 23.36'
C23	44°21'43"	25.00'	19.36'	N 82°49'12" E - 18.88'
C24	89°45'17"	25.00'	39.16'	S 23°11'33" E - 35.28'
C25	90°14'43"	25.00'	39.38'	S 68°48'27" W - 35.43'
C26	21°02'41"	25.00'	9.18'	N 11°09'46" E - 9.13'
C27	132°02'10"	50.00'	115.22'	S 68°39'30" W - 91.37'
C28	20°44'46"	25.00'	9.05'	S 57°41'48" E - 9.00'
C29	85°58'43"	25.00'	37.52'	N 48°18'18" W - 34.09'
C30	22°02'14"	25.00'	9.62'	N 78°11'19" W - 9.56'
C31	131°19'32"	50.00'	115.19'	S 23°12'40" E - 91.35'
C32	21°08'00"	25.00'	9.21'	N 32°14'05" E - 9.16'
C33	76°07'46"	25.00'	33.92'	S 32°46'58" W - 30.83'
C34	28°24'56"	25.00'	12.81'	S 76°30'33" W - 12.69'
C35	26°13'33"	50.00'	228.52'	N 39°42'49" W - 75.55'
C36	57°44'28"	25.00'	25.19'	N 38°13'42" E - 24.14'
C37	91°26'51"	25.00'	39.90'	S 24°02'20" E - 35.80'
C38	53°04'17"	25.00'	23.18'	S 48°33'28" W - 22.34'
C39	26°30'51"	50.00'	229.59'	N 58°46'54" W - 74.85'
C40	30°00'28"	25.00'	13.09'	N 06°40'53" E - 12.94'

PARKLAND DEDICATION TABLE	
TOTAL PUBLIC PARK LAND DEDICATION REQUIRED (TOTAL LOTS 104/160)	= 0.65 ACRE
MAXIMUM PRIVATE PARK LAND DEDICATION (TOTAL REQUIRED 0.65 X 50%)	= 0.33 ACRE
PARKLAND DEDICATION REMAINING CREDIT PER BRAZOS TOWN CENTER, SEC. 3	= 1.8475 ACRES
1.8475 - 0.33 = 1.5175 CREDIT ACRES REMAINING FROM BRAZOS TOWN CENTER, SEC. 3	
TOTAL PRIVATE PARK LAND DEDICATION = 0.33 ACRES	
50% MONEY IN LIEU OF PUBLIC PARK LAND (104/2 X \$350)	= \$18,200.00

LOT AREA TABLE		LOT AREA TABLE	
BLOCK 1 LOT 1	2,346 SQ. FT.	BLOCK 2 LOT 1	6,789 SQ. FT.
BLOCK 1 LOT 2	7,803 SQ. FT.	BLOCK 2 LOT 2	6,880 SQ. FT.
BLOCK 1 LOT 3	1,888 SQ. FT.	BLOCK 2 LOT 3	2,487 SQ. FT.
BLOCK 1 LOT 4	7,148 SQ. FT.	BLOCK 2 LOT 4	7,218 SQ. FT.
BLOCK 1 LOT 5	7,000 SQ. FT.	BLOCK 2 LOT 5	6,791 SQ. FT.
BLOCK 1 LOT 6	7,000 SQ. FT.	BLOCK 2 LOT 6	6,556 SQ. FT.
BLOCK 1 LOT 7	7,000 SQ. FT.	BLOCK 2 LOT 7	7,759 SQ. FT.
BLOCK 1 LOT 8	7,000 SQ. FT.	BLOCK 2 LOT 8	7,890 SQ. FT.
BLOCK 1 LOT 9	7,000 SQ. FT.	BLOCK 2 LOT 9	8,800 SQ. FT.
BLOCK 1 LOT 10	7,000 SQ. FT.	BLOCK 2 LOT 10	6,500 SQ. FT.
BLOCK 1 LOT 11	7,000 SQ. FT.	BLOCK 2 LOT 11	8,500 SQ. FT.
BLOCK 1 LOT 12	7,000 SQ. FT.	BLOCK 2 LOT 12	8,534 SQ. FT.
BLOCK 1 LOT 13	7,000 SQ. FT.	BLOCK 2 LOT 13	8,503 SQ. FT.
BLOCK 1 LOT 14	7,000 SQ. FT.	BLOCK 2 LOT 14	7,596 SQ. FT.
BLOCK 1 LOT 15	9,451 SQ. FT.	BLOCK 2 LOT 15	8,301 SQ. FT.
BLOCK 1 LOT 16	16,835 SQ. FT.	BLOCK 2 LOT 16	7,584 SQ. FT.
BLOCK 1 LOT 17	11,755 SQ. FT.	BLOCK 2 LOT 17	8,074 SQ. FT.
BLOCK 1 LOT 18	8,983 SQ. FT.	BLOCK 2 LOT 18	8,841 SQ. FT.
BLOCK 1 LOT 19	7,000 SQ. FT.	BLOCK 2 LOT 19	7,032 SQ. FT.
BLOCK 1 LOT 20	7,000 SQ. FT.	BLOCK 2 LOT 20	6,193 SQ. FT.
BLOCK 1 LOT 21	7,000 SQ. FT.	BLOCK 2 LOT 21	6,773 SQ. FT.
BLOCK 1 LOT 22	7,000 SQ. FT.	BLOCK 2 LOT 22	8,500 SQ. FT.
BLOCK 1 LOT 23	7,000 SQ. FT.	BLOCK 2 LOT 23	8,500 SQ. FT.
BLOCK 1 LOT 24	7,000 SQ. FT.	BLOCK 2 LOT 24	8,500 SQ. FT.
BLOCK 1 LOT 25	7,000 SQ. FT.	BLOCK 2 LOT 25	8,500 SQ. FT.
BLOCK 1 LOT 26	7,000 SQ. FT.	BLOCK 2 LOT 26	8,500 SQ. FT.
BLOCK 1 LOT 27	7,000 SQ. FT.	BLOCK 2 LOT 27	7,759 SQ. FT.
BLOCK 1 LOT 28	7,000 SQ. FT.	BLOCK 2 LOT 28	7,889 SQ. FT.
BLOCK 1 LOT 29	8,169 SQ. FT.	BLOCK 2 LOT 29	8,500 SQ. FT.
BLOCK 1 LOT 30	15,089 SQ. FT.	BLOCK 2 LOT 30	8,500 SQ. FT.
BLOCK 1 LOT 31	11,530 SQ. FT.	BLOCK 2 LOT 31	8,503 SQ. FT.
BLOCK 1 LOT 32	8,899 SQ. FT.	BLOCK 2 LOT 32	8,500 SQ. FT.
BLOCK 1 LOT 33	8,500 SQ. FT.	BLOCK 2 LOT 33	6,500 SQ. FT.
BLOCK 1 LOT 34	8,500 SQ. FT.	BLOCK 2 LOT 34	8,500 SQ. FT.
BLOCK 1 LOT 35	15,089 SQ. FT.	BLOCK 2 LOT 35	8,500 SQ. FT.
BLOCK 1 LOT 36	8,163 SQ. FT.	BLOCK 2 LOT 36	8,500 SQ. FT.
BLOCK 1 LOT 37	8,000 SQ. FT.	BLOCK 2 LOT 37	8,500 SQ. FT.
BLOCK 1 LOT 38	8,691 SQ. FT.	BLOCK 2 LOT 38	8,747 SQ. FT.
BLOCK 1 LOT 39	7,040 SQ. FT.	BLOCK 2 LOT 39	8,215 SQ. FT.
BLOCK 1 LOT 40	8,197 SQ. FT.	BLOCK 2 LOT 40	8,345 SQ. FT.
BLOCK 1 LOT 41	13,819 SQ. FT.		
BLOCK 1 LOT 42	12,073 SQ. FT.		
BLOCK 1 LOT 43	8,000 SQ. FT.		
BLOCK 1 LOT 44	7,000 SQ. FT.		
BLOCK 1 LOT 45	7,000 SQ. FT.		
BLOCK 1 LOT 46	7,000 SQ. FT.		
BLOCK 1 LOT 47	7,000 SQ. FT.		
BLOCK 1 LOT 48	8,888 SQ. FT.		
BLOCK 1 LOT 49	8,254 SQ. FT.		
BLOCK 1 LOT 50	21,839 SQ. FT.		
BLOCK 1 LOT 51	20,119 SQ. FT.		
BLOCK 1 LOT 52	12,606 SQ. FT.		
BLOCK 1 LOT 53	18,497 SQ. FT.		
BLOCK 1 LOT 54	13,400 SQ. FT.		
BLOCK 1 LOT 55	16,288 SQ. FT.		
BLOCK 1 LOT 56	9,331 SQ. FT.		
BLOCK 1 LOT 57	8,472 SQ. FT.		
BLOCK 1 LOT 58	8,874 SQ. FT.		
BLOCK 1 LOT 59	13,816 SQ. FT.		
BLOCK 1 LOT 60	15,997 SQ. FT.		
BLOCK 1 LOT 61	19,214 SQ. FT.		
BLOCK 1 LOT 62	8,618 SQ. FT.		
BLOCK 1 LOT 63	7,820 SQ. FT.		
BLOCK 1 LOT 64	11,099 SQ. FT.		



WINSTON TRACT UNIT VENTURE, II  
(F.B.C.C.F. NO. 2008119438)

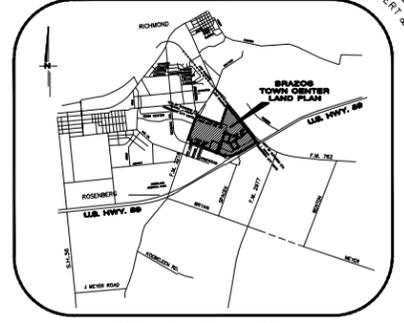
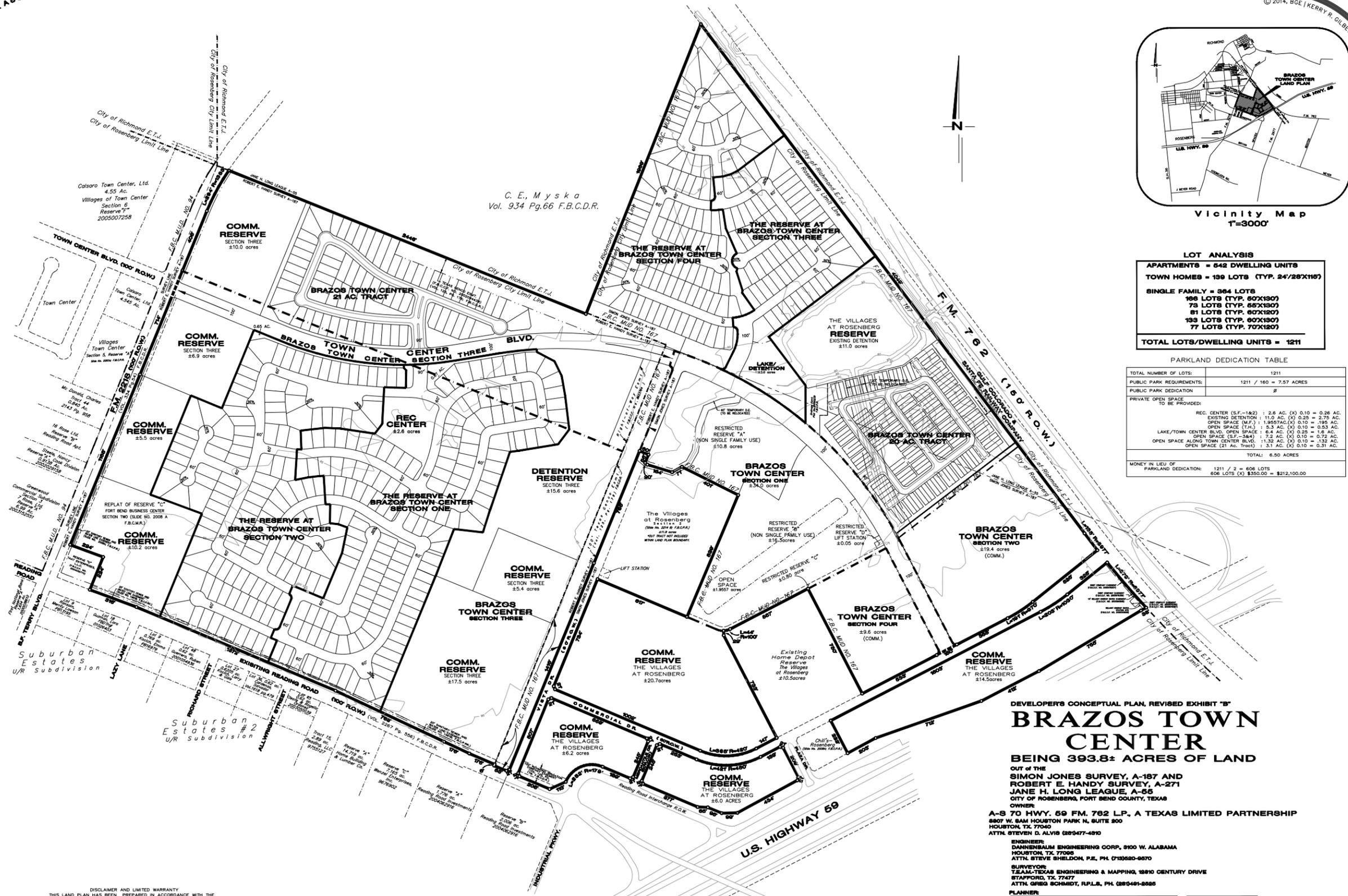


# THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR

~ Owner ~  
**FIGURE FOUR PARTNERS, LTD.**  
9000 GULF FREWAY  
HOUSTON, TX 77017  
(713) 948-7700

~ Engineer ~  
**DANNENBAUM ENGINEERING CORP**  
3100 WEST ALABAMA  
HOUSTON, TX 77098  
(713) 520-9570

~ Surveyor ~  
**TEXAS ENGINEERING AND MAPPING**  
12810 CENTURY DRIVE  
STAFFORD, TEXAS 77477  
PHONE: (281) 491-2525 FAX: (281) 491-2535  
FIRM REGISTRATION NO. 10119000  
JANUARY 12, 2015



**LOT ANALYSIS**

APARTMENTS = 642 DWELLING UNITS  
 TOWN HOMES = 199 LOTS (TYP. 24'X110')

SINGLE FAMILY = 564 LOTS  
 196 LOTS (TYP. 60'X150')  
 75 LOTS (TYP. 65'X120')  
 81 LOTS (TYP. 60'X120')  
 133 LOTS (TYP. 60'X130')  
 77 LOTS (TYP. 70'X120')

**TOTAL LOTS/DWELLING UNITS = 1211**

**PARKLAND DEDICATION TABLE**

TOTAL NUMBER OF LOTS:	1211
PUBLIC PARK REQUIREMENTS:	1211 / 160 = 7.57 ACRES
PUBLIC PARK DEDICATION TO BE PROVIDED:	0
PRIVATE OPEN SPACE TO BE PROVIDED:	REC. CENTER (S.F.-1A2) : 2.6 AC. (X) 0.10 = 0.26 AC. EXISTING DETENTION : 11.0 AC. (X) 0.25 = 2.75 AC. OPEN SPACE (M.F.) : 1.8857AC.(X) 0.10 = 0.19 AC. OPEN SPACE (T.H.) : 5.3 AC. (X) 0.10 = 0.53 AC. BLVD. OPEN SPACE "A" : 6.4 AC. (X) 0.25 = 1.6 AC. OPEN SPACE (S.F.-3A4) : 7.2 AC. (X) 0.10 = 0.72 AC. OPEN SPACE ALONG TOWN CENTER BLVD. : 11.32 AC. (X) 0.10 = 1.13 AC. OPEN SPACE (21 AC. TRACT) : 3.1 AC. (X) 0.10 = 0.31 AC.
TOTAL:	6.50 ACRES
MONEY IN LIEU OF PARKLAND DEDICATION:	1211 / 2 = 606 LOTS 606 LOTS (X) \$350.00 = \$212,100.00

DEVELOPER'S CONCEPTUAL PLAN, REVISED EXHIBIT "B"  
**BRAZOS TOWN CENTER**  
 BEING 393.8± ACRES OF LAND

OUT OF THE  
 SIMON JONES SURVEY, A-187 AND  
 ROBERT E. HANDY SURVEY, A-271  
 JANE H. LONG LEAGUE, A-65  
 CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS  
 OWNER:  
 A-S 70 HWY. 59 FM. 762 LP, A TEXAS LIMITED PARTNERSHIP  
 6907 W. BAH HOUSTON PARK N, SUITE 200  
 HOUSTON, TX 77040  
 ATTN: STEVEN D. ALVIS (281)477-4910

ENGINEER:  
 DANNEBALM ENGINEERING CORP., 3100 W. ALABAMA  
 HOUSTON, TX 77068  
 ATTN: STEVE SHELDON, P.E., PH. (713)680-9870

SURVEYOR:  
 TEAM-TEXAS ENGINEERING & MAPPING, 18010 CENTURY DRIVE  
 STAFFORD, TX 77477  
 ATTN: GREG SCHMIDT, R.P.L.S., PH. (281)491-8585

PLANNER:  
**BGE | KERRY R. GILBERT & ASSOCIATES, INC.**, Land Planning Consultants  
 23501 Cinco Ranch Blvd., Suite A-250  
 Katy, Texas 77494  
 (281)579-0340

SCALE: 1" = 800'  
 0 100 200 400

REVISED: AUGUST 22, 2014  
 NOVEMBER 10, 2008  
 N04P 1-158A

DISCLAIMER AND LIMITED WARRANTY  
 THIS LAND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ROSENBERG SUBDIVISION ORDINANCE. THE CITY OF ROSENBERG HAS GRANTED TO THE ENGINEER AND SURVEYOR THE LIMITED WARRANTY TO MAKE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER BGE | KERRY R. GILBERT & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, OR DIRECTORS OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES, IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE LAND PLAN.

## PLANNING COMMISSION MEETING MINUTES

On this the 21<sup>st</sup> day of January 2015, the Planning Commission of the City of Rosenberg, Fort Bend County, Texas, met in a regular meeting at the Rosenberg City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.

### COMMISSIONERS PRESENT

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

### STAFF PRESENT

Cynthia McConathy	Councilor, At Large Position Two
Travis Tanner	Executive Director of Community Development
Charles Kalkomey	City Engineer
Janet Eder	Secretary II

### OTHERS PRESENT

Jordan Konesheck	Pape-Dawson Engineers
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### CALL TO ORDER

Chairperson Pavlovsky called the meeting to order at 4:00 pm.

### AGENDA

#### 1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF DECEMBER 17, 2014.

*Action Taken:* Vice Chairperson Phipps moved, seconded by Commissioner Parsons, to approve the minutes of the Regular Planning Commission Meeting of December 17, 2014, as written. The motion carried unanimously.

#### 2. HOLD PUBLIC HEARING ON A SHORT FORM FINAL PLAT OF BRAZOS TOWN CENTER COLLISION, A SUBDIVISION OF 2.2375 ACRES OF LAND BEING A PARTIAL REPLAT OF RESERVE "E", REPLAT OF RESERVE "C", FORT BEND BUSINESS CENTER, SECTION TWO (SLIDE NO. 2008A; F.B.C.P.R.), IN THE ROBERT HANDY SURVEY, ABSTRACT NO. 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 1 RESERVE.

*Executive Summary:* The Short Form Final Plat of Brazos Town Center Collision is a proposed replat consisting of 2.2375 acres and only one (1) non-residential reserve. The property is located on the east side of FM 2218, slightly north of its intersection with Reading Road. The tract is in the City Limits and in Fort Bend County MUD No. 167.

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

*Chairperson Pavlovsky opened the public hearing at 4:03 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:03 p.m.*

#### 3. HOLD PUBLIC HEARING ON A FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR BEING 27.6398 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, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 4 RESERVES, 104 LOTS, 3 BLOCKS.

**Executive Summary:** This Agenda item consists of the required public hearing on the proposed Final Plat of The Reserve at Brazos Town Center Section Four. The property is located off of Town Center Boulevard, north of its intersection with Vista Drive. It is located within the City Limits; in Fort Bend County MUD No. 167; and immediately west of The Reserve at Brazos Town Center Section Three, which has been recorded. The Plat consists of approximately 27.6 acres, with 104 single-family residential lots and four (4) reserves.

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

**Chairperson Pavlovsky opened the public hearing at 4:04 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:04 p.m.**

4. **HOLD PUBLIC HEARING ON A FINAL PLAT OF THE TOWNHOMES AT BRAZOS TOWN CENTER, A 20.0427 ACRE TRACT OF LAND BEING ALL OF RESTRICTED RESERVE "A", BRAZOS TOWN CENTER, SECTION TWO (PLAT NO. 20050239; F.B.C.P.R.) 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; 5 RESERVES, 139 LOTS, 3 BLOCKS.**

**Executive Summary:** This Agenda item consists of the required public hearing on the proposed Final Plat of The Townhomes at Brazos Town Center. The subject property is located off of Town Center Boulevard, north of its intersection with Commercial Drive. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 20 acres, with 139 townhome lots and five (5) reserves.

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

**Chairperson Pavlovsky opened the public hearing at 4:05 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:05 p.m.**

5. **CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF THE TRAILS AT SEABOURNE PARKE SECTION TWO, A SUBDIVISION OF 22.691 ACRES LOCATED IN THE G.M. STONE 1/3 LEAGUE SURVEY, ABSTRACT 312, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147); 108 LOTS, 6 BLOCKS.**

**Executive Summary:** The Preliminary Plat of The Trails at Seabourne Parke Section Two consists of approximately 22.7 acres and 108 residential lots. It is located south of J. Meyers Road and off of Heath Ridge, Oak Briar, and Cottage Creek Lanes, immediately southwest of The Trails at Seabourne Parke Section One. The Plat is within the City Limits and located in Fort Bend County MUD No. 147.

All proposed lots are fifty feet (50') in width and a minimum of 6,000 square feet in size. The Land Plan was approved before the current standards relating to lot size. The Plat conforms to the approved Land Plan dated June 2003 (see attached). Recordation of plats in this development last occurred in 2005. The development was recently assigned to a new developer, LGI Homes, that wishes to develop in accordance with the previously approved Land Plan. A Plat of this subdivision was approved by the Planning Commission and City Council in 2006 and 2007, but was never subsequently recorded and therefore expired, hence the new Preliminary Plat submittal.

There being no conflicts with applicable regulations or with the original Land Plan, staff recommends approval of the Preliminary Plat of The Trails at Seabourne Parke Section Two. In addition to the Utility Agreement and Land Plan, this Plat/development is subject to a Road Improvement Agreement related to improvements to J. Meyer Road that, due to conditions that have changed over the last several years since platting last occurred, must be modified to address needed road improvements before any infrastructure permits are released for the subdivision. This agreement shall be in place prior to final plat approval by City Council.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Chairperson Pavlovsky inquired about a house under construction and whether it was a part of this development.
- Mr. Tanner stated that the construction was not a part of this development. Mr. Tanner stated that an existing subdivision had not been built out, so there are a lot of existing lots where homes have not been constructed. The recorded lots can be built on and permits may be obtained in the subdivision. All

6. **CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF BRAZOS TOWN CENTER COLLISION, A SUBDIVISION OF 2.2375 ACRES OF LAND BEING A PARTIAL REPLAT OF RESERVE "E", REPLAT OF RESERVE "C," FORT BEND BUSINESS CENTER, SECTION TWO (SLIDE NO. 2008A; F.B.C.P.R.), IN THE ROBERT HANDY SURVEY, ABSTRACT NO. 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 1 RESERVE.**

**Executive Summary:** As discussed in the previous public hearing Agenda item related to this Plat, the Short Form Final Plat of Brazos Town Center Collision is a proposed replat consisting of 2.2375 acres and only one (1) non-residential reserve. The property is located on the east side of FM 2218, slightly north of its intersection with Reading Road. The tract is in the City Limits and in Fort Bend County MUD No. 167.

The Developer's most recently approved Conceptual Plan indicates this tract will consist of commercial development, which is consistent with the Plat submittal. Staff finds no issues with this Plat to be in conflict with the "Subdivision" Ordinance or with the Development Agreement, as amended. It has been submitted as a Short Form Final Plat, eliminating the necessity to submit a Preliminary Plat, because it does not require the extension of any streets or utilities. Staff recommends that the Planning Commission recommend approval to City Council of the Short Form Final Plat of Brazos Town Center Collision.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired about the use of the land.
- Mr. Tanner stated that a collision center will be built on the land.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Casias, to recommend approval to City Council of the Short Form Final Plat of Brazos Town Center Collision, a subdivision of 2.2375 acres of land being a partial replat of Reserve "E", replat of Reserve "C", Fort Bend Business Center, Section Two (Slide No. 2008A; F.B.C.P.R.), in the Robert Handy Survey, Abstract No. 187, City of Rosenberg, Fort Bend County, Texas; 1 block, 1 reserve. The motion carried unanimously.

7. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR, BEING 27.6398 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, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 4 RESERVES, 104 LOTS, 3 BLOCKS.**

**Executive Summary:** The Final Plat of The Reserve at Brazos Town Center Section Four is located off of Town Center Boulevard, north of its intersection with Vista Drive. It is located within the City Limits; in Fort Bend County MUD No. 167; and immediately west of The Reserve at Brazos Town Center Section Three, which has been recorded. The Plat consists of approximately 27.6 acres, with 104 single-family residential lots and four (4) reserves.

The typical lot size for the subdivision is 50 feet in width. This is per the approved Land Plan, which was most recently amended on September 30, 2014 (see attached). Per the amended Development Agreement, homes in the subdivision will also be a minimum of 51 percent masonry construction, which is noted on the Plat.

The Preliminary Plat of this subdivision was approved by the Planning Commission on November 19, 2014. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Four.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Chairperson Pavlovsky asked if there were any questions.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Casias, to recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Four, being 27.6398 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, City of Rosenberg, Fort Bend County, Texas; 4 reserves, 104 lots, 3 blocks. The motion carried unanimously.

8. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER**

- Mr. Tanner replied that he does not have that information at this time but can bring it back for the next meeting.
- Commissioner Parsons stated that when plats are brought forward with undersize lot sizes, it would be helpful to know how many of those undersize lots are left to develop.
- Mr. Tanner replied that staff can provide that information. The last time Section Three-B was discussed, we had a decent estimate of the lots left to develop.
- Commissioner Parsons replied that he would request to see that information for all future plats coming forward that have lots widths less than the current requirement.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Casias, to approve the Preliminary Plat of Cottonwood Section Three-C, a subdivision of 8.368 acres of land located in the S.A. Stone Survey No. 10, A-392, City of Rosenberg, Fort Bend County, Texas; 41 lots, 1 reserve, 3 blocks.

**Additional Discussion:**

- Brief discussion was held regarding street width measurement, drive-over curbs, and the City's design standards.

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

**3. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR, BEING 27.6 ACRES OF LAND CONTAINING 104 LOTS (50' X 130' TYP.) AND FOUR RESERVES IN TWO BLOCKS OUT OF THE JANE H. LONG LEAGUE SURVEY, A-55, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** The Preliminary Plat of The Reserve at Brazos Town Center Section Four is located off of Town Center Boulevard, north of its intersection with Vista Drive. It is located within the City Limits; in Fort Bend County MUD No. 167; and immediately west of The Reserve at Brazos Town Center Section Three, which has been recorded. The Plat consists of approximately 27.6 acres, with 104 single-family residential lots and four (4) reserves.

The typical lot size for the subdivision is 50 feet in width. This is per the approved Land Plan, which was most recently amended on September 30, 2014 (see attached). Per the amended Development Agreement, homes in the subdivision will be a minimum of 51 percent masonry construction.

The proposed Preliminary Plat is not in conflict with any applicable regulations or with the approved Land Plan for Brazos Town Center. That being said, staff recommends approval of the Preliminary Plat of The Reserve at Brazos Town Center Section Four.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired if this is the Section where we previously discussed the value of the housing product?
- Commissioner Poldrack replied that the developer indicated they would be a higher end product and would have to be a specific square footage.
- Mr. Tanner replied there is a restriction on the minimum square footage. There was some discussion regarding the price point when this Agreement was modified a few months back but that is not something that may be considered for plat approval.
- Commissioner Parsons replied that he would like to confirm the higher end product is still the development plan for this area as that would provide some reassurance of quality for the City.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Urbish, to approve the Preliminary Plat of The Reserve at Brazos Town Center Section Four, being 27.6 acres of land containing 104 lots (50' x 130' typ.) and four reserves in two blocks out of the Jane H. Long League Survey, A-55, City of Rosenberg, Fort Bend County, Texas.

**Additional Discussion:**

- Commissioner Poldrack inquired if the entrance to the Reserve at Town Center to the very back of the development exceeds the block length requirement.
- Mr. Tanner replied that this plat meets all the requirements for access.
- Commissioner Parsons stated there are still some sections that are not yet developed. For the areas that are not commercial reserves, what is planned?



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
F	Final Plat of The Reserve at Brazos Town Center Section Five
<b>ITEM/MOTION</b>	
Consideration of and action on a Final Plat of The Reserve at Brazos Town Center Section Five, a 22.1380 acre tract of land in the Robert Handy Survey, Abstract No. 187, City of Rosenberg, Fort Bend County, Texas; 3 reserves, 73 lots, 2 blocks.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

**MUD #:** 167 (Brazos Town Center)

1. Final Plat of the Reserve at Brazos Town Center Section Five
2. Developer's Conceptual Plan, Revised Exhibit "B" Brazos Town Center – 01-20-15 – Please refer to previous Agenda item
3. Planning Commission Meeting Minute Excerpt – 01-21-15
4. Planning Commission Meeting Minute Excerpt – 10-15-14

**APPROVALS**

**Submitted by:**

*Travis Tanner*

Travis Tanner, AICP  
Executive Director of  
Community Development

**Reviewed by:**

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

**Approved for Submittal to City Council:**

*Robert Gracia*

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

The Final Plat of The Reserve at Brazos Town Center Section Five is located off of Town Center Boulevard, to the east of its intersection with FM 2218. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 22.14 acres, with 73 single-family residential lots and three (3) reserves.

The typical lot size for the subdivision is fifty-five (55') feet in width. This is per the approved Land Plan, as amended on January 20, 2015 (see attached). Per the amended Development Agreement, residences in the subdivision must also be a minimum of three (3) sides masonry exterior and 2,000 square feet in size.

The Preliminary Plat of this subdivision was approved by the Planning Commission on October 15, 2014, and the Final Plat was recommended for approval on January 21, 2015. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan or Development Agreement for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff and the Planning Commission recommend approval of the Final Plat of The Reserve at Brazos Town Center Section Five.

WE, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH CHRISTOPHER LINDHORST, DIVISION PRESIDENT-HOUSTON SOUTH OF D.R. HORTON, INC., A DELAWARE CORPORATION, ITS AUTHORIZED AGENT, HERINAFTER REFERRED TO AS OWNERS OF THE 22,138.0 ACRE TRACT, DESCRIBED IN THE ABOVE AND FOREGOING MAP OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL SEVEN AND ONE-HALF FEET (7'-6"), FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES (ONLY ON ONE SIDE IF A PERIMETER EASEMENT) AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH, EXCEPT ON PERIMETER EASEMENTS WHERE IT TOTALS TWENTY-TWO AND ONE-HALF FEET (22' 6") IN WIDTH.

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

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PROVIDE THAT DRAINAGE STRUCTURES UNDER DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO INSTANCE HAVE A DRAINAGE OPENING OF LESS THAN THREE (3) SQUARE FEET (24" DIAMETER).

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

WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL CONFORM WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY AND THE COUNTY; WE, OUR SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN.

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHRISTOPHER LINDHORST, DIVISION PRESIDENT-HOUSTON SOUTH OF D.R. HORTON, INC., A DELAWARE CORPORATION, ITS AUTHORIZED AGENT, THEREUNTO AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: D.R. HORTON, INC., A DELAWARE CORPORATION,  
ITS AUTHORIZED AGENT

BY: CHRISTOPHER LINDHORST  
DIVISION PRESIDENT-HOUSTON SOUTH

ATTEST: \_\_\_\_\_  
PRINT NAME AND TITLE

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRISTOPHER LINDHORST, DIVISION PRESIDENT-HOUSTON SOUTH OF D.R. HORTON, INC., A DELAWARE CORPORATION, THE AUTHORIZED AGENT OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AS THE ACT AND DEED OF SAID COMPANY.

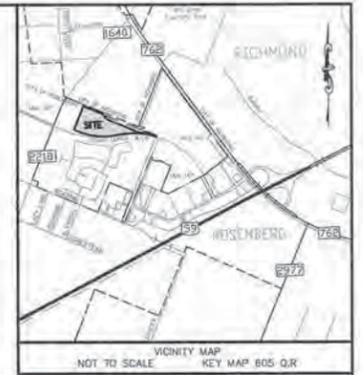
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTES:

- 1.) B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L. & P.E. INDICATES HOUSTON LIGHTING AND POWER EASEMENT; P.L. INDICATES PROPERTY LINE.
- 2.) BENCHMARK: CITY OF ROSENBERG MARKER NO. 35 (RS 35) IS LOCATED AT THE NORTHEAST CORNER OF A TYPE "C" INLET ON THE NORTHEAST SIDE OF ORANGE BLOSSOM LANE, APPROXIMATELY 100 FEET EAST OF ALLWRIGHT STREET. ELEVATION=95.20' (NAVD 1988, 2001 ADJUSTMENT)
- 3.) A CITY OF ROSENBERG BENCHMARK WILL BE SET AFTER STREETS ARE INSTALLED. A BENCHMARK FORM WILL BE SUBMITTED TO THE CITY FOR APPROVAL.
- 4.) ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON CITY OF ROSENBERG MARKER NO. RS 32.
- 5.) THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- 6.) THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY TEXAS STATE TITLE, LLC, ACTING AS AUTHORIZED AGENT FOR STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE JANUARY 1, 2015. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY.
- 7.) THIS PLAT LIES WHOLLY WITHIN THE MUNICIPAL UTILITY DISTRICT NO. 167, FORT BEND SUBSIDIENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE CITY OF ROSENBERG, FORT BEND COUNTY, AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- 8.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NO. 48157-C-0240L EFFECTIVELY DATED APRIL 2, 2014, THIS PROPERTY LIES IN ZONE "X", AN AREA NOT CONSIDERED IN THE 500-YR. FLOOD PLAIN.
- 9.) APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- 10.) THERE IS NO PHYSICAL EVIDENCE OF PIPELINES NOR PIPELINE EASEMENTS REFLECTED IN THE TITLE THAT AFFECT THE LIMITS OF THIS SUBDIVISION.
- 11.) FIVE-EIGHTHS (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BLOCK CORNERS, UNLESS OTHERWISE NOTED.
- 12.) THE MINIMUM SLAB ELEVATION (FINISHED FLOOR) SHALL BE 98.5' BUT NO LESS THAN 12 INCHES ABOVE THE FLOOD PLAIN ELEVATION, 18 INCHES ABOVE NATURAL GROUND, OR 12 INCHES ABOVE THE TOP OF CURB IN FRONT OF THE PROPERTY, WHICHEVER IS HIGHER.
- 13.) ALL LOTS SHALL HAVE A MINIMUM OF FIVE (5) FOOT SIDE BUILDING LINE.
- 14.) THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS FOR STREET FLOODING DURING INTENSE RAINFALL EVENTS.
- 15.) THIS PLAT LIES WITHIN FORT BEND LIGHTING ORDINANCE ZONE NO. LZ3.
- 16.) ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- 17.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.O.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986687372.
- 18.) SIDEWALKS SHALL BE BUILT THROUGH RESTRICTIVE COVENANTS WITHIN ALL ROAD RIGHTS-OF-WAY DEDICATED TO THE PUBLIC.
- 19.) THE RESIDENTIAL DWELLINGS SHALL INCORPORATE 3 SIDES MASONRY EXTERIOR AND BE A MINIMUM OF 2,000 SQ. FT. IN SIZE.
- 20.) SUBJECT TO RESTRICTIVE COVENANTS AS SET FORTH IN FORT BEND COUNTY CLERK'S FILE NOS. 2005095970, 2008062248, 2011053267, AND 2013059832.

# THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE



I, BRIAN NAWARA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE WILL BE MARKED AFTER ROUGH GRADING HAS OCCURRED AND PUBLIC ROADS ARE CONSTRUCTED WITH IRON RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

BRIAN NAWARA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6060



THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG, AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

VINCENT M. MORALES, JR., MAYOR  
LINDA CERNOSEK, SECRETARY

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG, AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

PETE PAVLOVSKY, CHAIRPERSON  
WAYNE POLDRACK, SECRETARY

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON \_\_\_\_\_, 2015, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN PLAT NUMBER(S) \_\_\_\_\_ OF THE PLAT RECORDS OF SAID COUNTY. WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS THE DAY AND DATE LAST ABOVE WRITTEN.

BY: LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

~ Owner ~

**D.R. HORTON-TEXAS, LTD.**  
14100 SOUTHWEST FREEWAY, SUITE 500  
SUGAR LAND, TEXAS 77478  
(281) 242-3881

~ Engineer ~

**DANNENBAUM ENGINEERING CORP**  
3100 WEST ALABAMA  
HOUSTON, TEXAS 77098  
(713) 520-9570

~ Surveyor ~

**TEXAS ENGINEERING AND MAPPING**  
12810 CENTURY DRIVE  
STAFFORD, TEXAS 77477  
PHONE: (281) 491-2525 FAX: (281) 491-2535  
FIRM REGISTRATION NO.: 10110400  
JOB NO. 1111-5



JANUARY 12, 2015

## THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE

A 22,138.0 ACRE TRACT OF LAND  
IN THE ROBERT HANDY SURVEY, ABSTRACT NO. 187,  
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS

3 RESERVES 73 LOTS 2 BLOCKS

**PARKLAND DEDICATION TABLE**

TOTAL PUBLIC PARK LAND DEDICATION REQUIRED (TOTAL LOTS 73/160) = 0.4563 ACRE  
 MAXIMUM PRIVATE PARK LAND DEDICATION (TOTAL REQUIRED 0.4563 X 50%) = 0.23 ACRE  
 PARKLAND DEDICATION REMAINING PER BRAZOS TOWN CENTER, SEC. 3 = 1.5175 ACRES CREDIT

**TOTAL PRIVATE PARK LAND DEDICATION = 0.23 ACRES**

50% MONEY IN LIEU OF PUBLIC PARK LAND (73/2 X \$350) = \$12,775.00

**RESERVE TABLE**

A	1.1146 ACRES	(48,553 SQ. FT.)
B	1.9534 ACRES	(85,089 SQ. FT.)
C	0.4278 ACRE	(18,635 SQ. FT.)

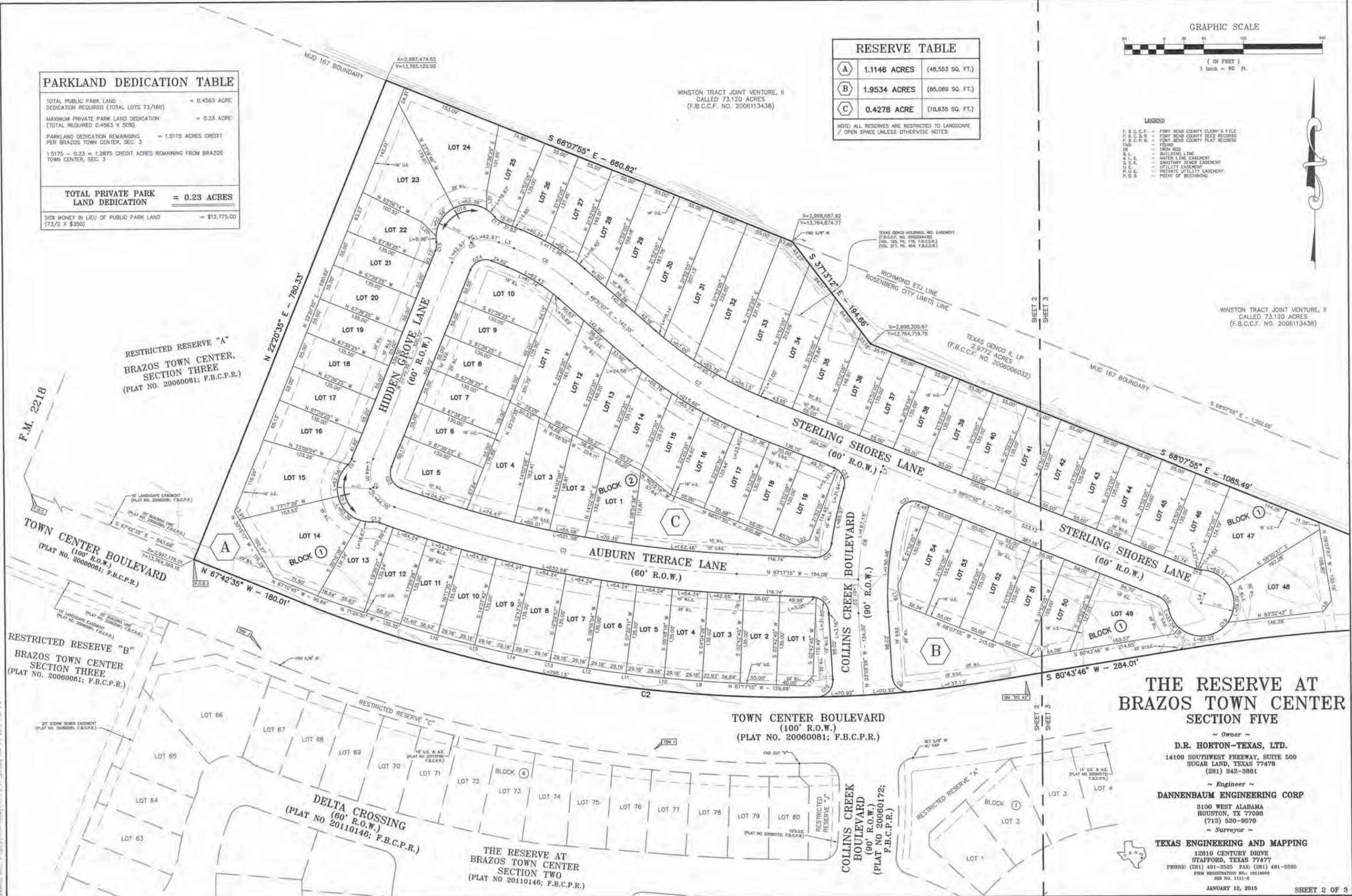
NOTE: ALL RESERVES ARE RESTRICTED TO LANDSCAPE / OPEN SPACE UNLESS OTHERWISE NOTED.



- LEGEND**
- F.B.C.C.F. - FORT BEND COUNTY CLERK'S FILE
  - F.B.C.D.R. - FORT BEND COUNTY DEED RECORDS
  - F.B.C.P.R. - FORT BEND COUNTY PLAT RECORDS
  - FINO - FORT BEND COUNTY PLAT RECORDS
  - IR - IRON ROD
  - S.L. - BUILDING LINE
  - W.L.E. - WATER LINE EASEMENT
  - S.S.E. - SANITARY SEWER EASEMENT
  - U.E. - UTILITY EASEMENT
  - P.U.E. - PRIVATE UTILITY EASEMENT
  - P.O.B. - POINT OF BEGINNING

WINSTON TRACT JOINT VENTURE, II  
 CALLED 73.120 ACRES  
 (F.B.C.C.F. NO. 2006113438)

WINSTON TRACT JOINT VENTURE, II  
 CALLED 73.120 ACRES  
 (F.B.C.C.F. NO. 2006113438)



**THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE**

~ Owner ~  
**D.R. HORTON-TEXAS, LTD.**  
 14100 SOUTHWEST FREWAY, SUITE 500  
 SUGAR LAND, TEXAS 77478  
 (281) 242-3881

~ Engineer ~  
**DANNENBAUM ENGINEERING CORP**  
 3100 WEST ALABAMA  
 HOUSTON, TX 77098  
 (713) 520-9570

~ Surveyor ~  
**TEXAS ENGINEERING AND MAPPING**  
 12810 CENTURY DRIVE  
 STAFFORD, TEXAS 77477  
 PHONE: (281) 491-2525 FAX: (281) 491-2535  
 P.E. REGISTRATION NO. 10119000  
 C.S. NO. 1111-4

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	25°20'34"	2450.00'	1083.67'	N 86°35'57" W - 1074.86'
C2	31°33'39"	1850.00'	1074.14'	S 83°29'24" E - 1060.61'
C3	17°13'28"	1765.00'	530.60'	S 78°40'31" E - 528.61'
C4	92°24'22"	55.00'	88.70'	S 23°51'36" E - 79.40'
C5	89°31'30"	55.00'	85.94'	S 67°05'20" W - 77.46'
C6	119°36'48"	300.00'	102.89'	N 58°19'31" W - 102.19'
C7	119°36'48"	450.00'	205.39'	S 58°19'31" E - 204.39'
C8	25°01'31"	500.00'	218.39'	S 09°21'19" W - 216.65'
C9	92°05'02"	25.00'	40.18'	S 49°11'57" E - 35.89'
C10	92°05'02"	25.00'	40.18'	N 42°53'05" E - 35.89'
C11	90°38'11"	25.33'	40.06'	N 41°41'07" W - 36.02'
C12	24°26'55"	25.00'	10.67'	N 81°52'14" W - 10.59'
C13	141°23'21"	50.00'	123.39'	S 73°45'01" E - 94.38'
C14	24°27'05"	25.00'	10.89'	N 34°49'07" E - 10.80'
C15	29°55'35"	25.00'	13.06'	N 07°22'47" E - 12.91'
C16	149°22'40"	50.00'	130.36'	S 67°08'20" W - 96.45'
C17	29°55'35"	25.00'	13.06'	S 53°10'08" E - 12.91'
C18	20°50'34"	25.00'	9.09'	S 78°33'12" E - 9.04'
C19	258°41'42"	50.00'	228.75'	N 40°22'21" E - 72.33'
C20	57°51'07"	25.00'	28.24'	N 30°12'21" W - 24.18'
C21	95°04'36"	25.00'	41.92'	S 83°48'47" W - 37.18'
C22	84°27'46"	25.00'	36.85'	N 50°28'51" E - 33.61'
C23	92°24'22"	25.00'	40.32'	S 23°51'36" E - 36.09'
C24	89°31'30"	25.00'	39.06'	S 67°06'20" W - 35.21'
C25	85°25'11"	25.00'	37.27'	N 25°25'29" W - 33.91'

LINE	BEARING	DISTANCE
L1	S 68°04'11" E	51.47'
L2	S 22°13'39" W	12.79'
L3	S 68°07'55" E	24.62'
L4	S 21°58'13" W	15.09'
L5	S 86°50'00" W	3.29'
L6	N 22°53'40" W	8.38'
L7	N 21°52'05" E	9.48'
L8	N 37°12'48" E	20.71'
L9	N 85°55'34" W	52.08'
L10	N 84°11'42" W	58.32'
L11	N 82°27'49" W	58.32'
L12	N 80°43'56" W	58.32'
L13	N 79°00'03" W	58.32'
L14	N 77°16'10" W	58.32'
L15	N 75°32'18" W	58.32'
L16	N 73°48'25" W	66.09'
L17	S 47°42'45" W	21.21'
L18	S 41°17'13" W	12.46'
L19	N 11°52'91" W	29.99'
L20	N 44°49'40" W	30.09'
L21	N 00°44'46" E	27.75'
L22	S 66°52'29" W	21.20'
L23	N 29°42'30" E	31.63'

BENCHMARK: CITY OF ROSENBERG MARKER NO. 35 (RS 35) IS LOCATED AT THE NORTHEAST CORNER OF A TYPE "C" INLET ON THE NORTHEAST SIDE OF ORANGE BLOSSOM LANE, APPROXIMATELY 100 FEET EAST OF ALLWRIGHT STREET. ELEVATION=93.57' (NAVD 1988, 2001 ADJUSTMENT)

TBM A: BOX CUT ON TYPE "C" INLET. ELEVATION=94.53'

TBM B: BOX CUT ON BACK OF CURB. ELEVATION=96.77'

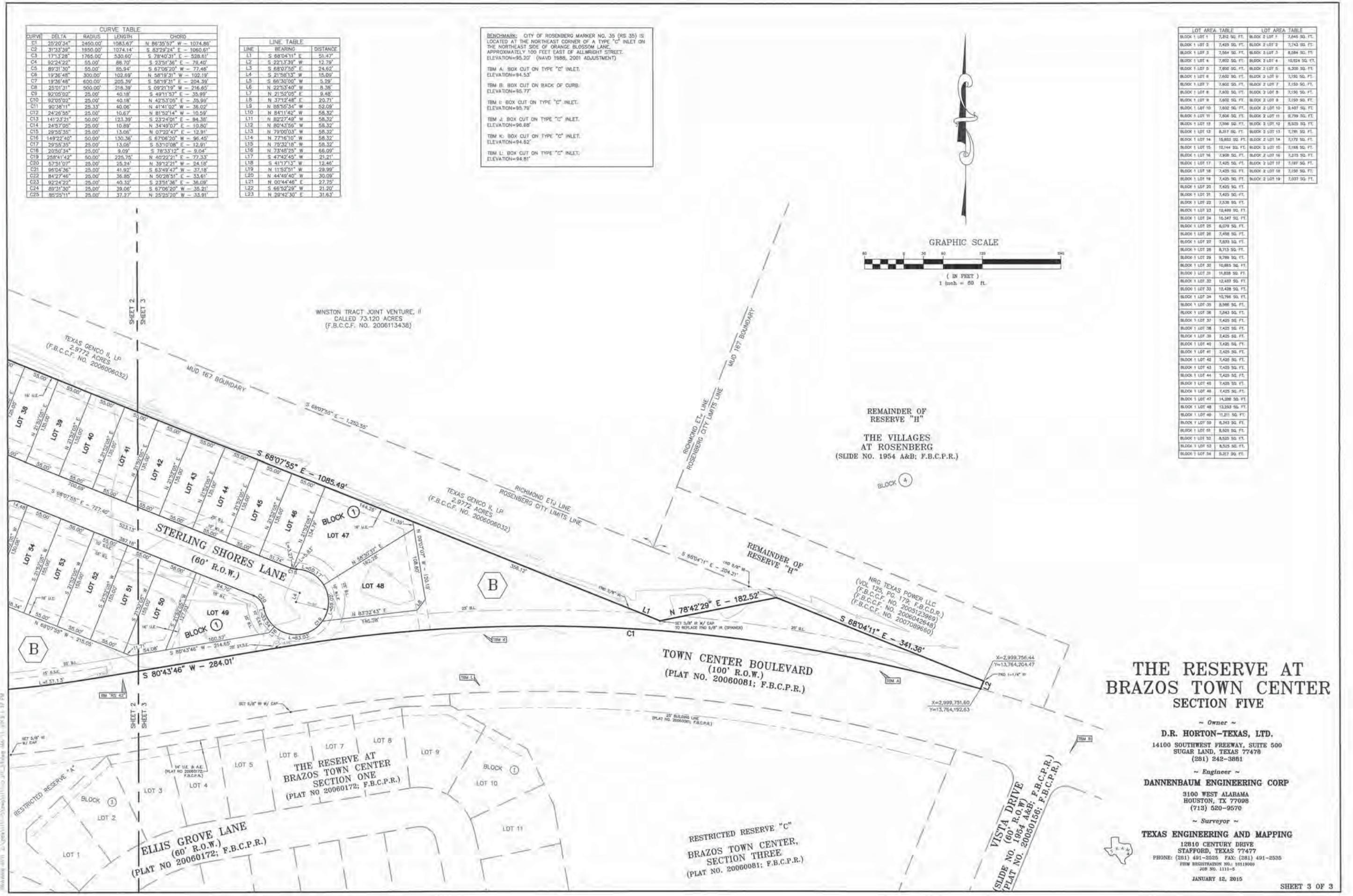
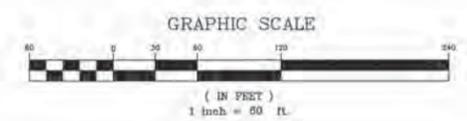
TBM I: BOX CUT ON TYPE "C" INLET. ELEVATION=95.79'

TBM J: BOX CUT ON TYPE "C" INLET. ELEVATION=98.68'

TBM K: BOX CUT ON TYPE "C" INLET. ELEVATION=94.82'

TBM L: BOX CUT ON TYPE "C" INLET. ELEVATION=94.81'

LOT AREA TABLE	LOT AREA TABLE
BLOCK 1 LOT 1	7,312 SQ. FT.
BLOCK 1 LOT 2	7,425 SQ. FT.
BLOCK 1 LOT 3	7,584 SQ. FT.
BLOCK 1 LOT 4	7,802 SQ. FT.
BLOCK 1 LOT 5	7,802 SQ. FT.
BLOCK 1 LOT 6	7,802 SQ. FT.
BLOCK 1 LOT 7	7,802 SQ. FT.
BLOCK 1 LOT 8	7,802 SQ. FT.
BLOCK 1 LOT 9	7,802 SQ. FT.
BLOCK 1 LOT 10	7,802 SQ. FT.
BLOCK 1 LOT 11	7,802 SQ. FT.
BLOCK 1 LOT 12	7,802 SQ. FT.
BLOCK 1 LOT 13	7,802 SQ. FT.
BLOCK 1 LOT 14	7,802 SQ. FT.
BLOCK 1 LOT 15	7,802 SQ. FT.
BLOCK 1 LOT 16	7,802 SQ. FT.
BLOCK 1 LOT 17	7,802 SQ. FT.
BLOCK 1 LOT 18	7,802 SQ. FT.
BLOCK 1 LOT 19	7,802 SQ. FT.
BLOCK 1 LOT 20	7,802 SQ. FT.
BLOCK 1 LOT 21	7,802 SQ. FT.
BLOCK 1 LOT 22	7,802 SQ. FT.
BLOCK 1 LOT 23	7,802 SQ. FT.
BLOCK 1 LOT 24	7,802 SQ. FT.
BLOCK 1 LOT 25	7,802 SQ. FT.
BLOCK 1 LOT 26	7,802 SQ. FT.
BLOCK 1 LOT 27	7,802 SQ. FT.
BLOCK 1 LOT 28	7,802 SQ. FT.
BLOCK 1 LOT 29	7,802 SQ. FT.
BLOCK 1 LOT 30	7,802 SQ. FT.
BLOCK 1 LOT 31	7,802 SQ. FT.
BLOCK 1 LOT 32	7,802 SQ. FT.
BLOCK 1 LOT 33	7,802 SQ. FT.
BLOCK 1 LOT 34	7,802 SQ. FT.
BLOCK 1 LOT 35	7,802 SQ. FT.
BLOCK 1 LOT 36	7,802 SQ. FT.
BLOCK 1 LOT 37	7,802 SQ. FT.
BLOCK 1 LOT 38	7,802 SQ. FT.
BLOCK 1 LOT 39	7,802 SQ. FT.
BLOCK 1 LOT 40	7,802 SQ. FT.
BLOCK 1 LOT 41	7,802 SQ. FT.
BLOCK 1 LOT 42	7,802 SQ. FT.
BLOCK 1 LOT 43	7,802 SQ. FT.
BLOCK 1 LOT 44	7,802 SQ. FT.
BLOCK 1 LOT 45	7,802 SQ. FT.
BLOCK 1 LOT 46	7,802 SQ. FT.
BLOCK 1 LOT 47	7,802 SQ. FT.
BLOCK 1 LOT 48	7,802 SQ. FT.
BLOCK 1 LOT 49	7,802 SQ. FT.
BLOCK 1 LOT 50	7,802 SQ. FT.
BLOCK 1 LOT 51	7,802 SQ. FT.
BLOCK 1 LOT 52	7,802 SQ. FT.
BLOCK 1 LOT 53	7,802 SQ. FT.
BLOCK 1 LOT 54	7,802 SQ. FT.



# THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE

~ Owner ~  
**D.R. HORTON-TEXAS, LTD.**  
 14100 SOUTHWEST FREEWAY, SUITE 500  
 SUGAR LAND, TEXAS 77478  
 (281) 242-3881

~ Engineer ~  
**DANNENBAUM ENGINEERING CORP**  
 3100 WEST ALABAMA  
 HOUSTON, TX 77098  
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~ Surveyor ~  
**TEXAS ENGINEERING AND MAPPING**  
 12810 CENTURY DRIVE  
 STAFFORD, TEXAS 77477  
 PHONE: (281) 491-5525 FAX: (281) 491-2535  
 FIRM REGISTRATION NO. 15119000  
 JOB NO. 1111-5  
 JANUARY 12, 2015

6. **CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF BRAZOS TOWN CENTER COLLISION, A SUBDIVISION OF 2.2375 ACRES OF LAND BEING A PARTIAL REPLAT OF RESERVE "E", REPLAT OF RESERVE "C," FORT BEND BUSINESS CENTER, SECTION TWO (SLIDE NO. 2008A; F.B.C.P.R.), IN THE ROBERT HANDY SURVEY, ABSTRACT NO. 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 1 RESERVE.**

**Executive Summary:** As discussed in the previous public hearing Agenda item related to this Plat, the Short Form Final Plat of Brazos Town Center Collision is a proposed replat consisting of 2.2375 acres and only one (1) non-residential reserve. The property is located on the east side of FM 2218, slightly north of its intersection with Reading Road. The tract is in the City Limits and in Fort Bend County MUD No. 167.

The Developer's most recently approved Conceptual Plan indicates this tract will consist of commercial development, which is consistent with the Plat submittal. Staff finds no issues with this Plat to be in conflict with the "Subdivision" Ordinance or with the Development Agreement, as amended. It has been submitted as a Short Form Final Plat, eliminating the necessity to submit a Preliminary Plat, because it does not require the extension of any streets or utilities. Staff recommends that the Planning Commission recommend approval to City Council of the Short Form Final Plat of Brazos Town Center Collision.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired about the use of the land.
- Mr. Tanner stated that a collision center will be built on the land.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Casias, to recommend approval to City Council of the Short Form Final Plat of Brazos Town Center Collision, a subdivision of 2.2375 acres of land being a partial replat of Reserve "E", replat of Reserve "C", Fort Bend Business Center, Section Two (Slide No. 2008A; F.B.C.P.R.), in the Robert Handy Survey, Abstract No. 187, City of Rosenberg, Fort Bend County, Texas; 1 block, 1 reserve. The motion carried unanimously.

7. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FOUR, BEING 27.6398 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, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 4 RESERVES, 104 LOTS, 3 BLOCKS.**

**Executive Summary:** The Final Plat of The Reserve at Brazos Town Center Section Four is located off of Town Center Boulevard, north of its intersection with Vista Drive. It is located within the City Limits; in Fort Bend County MUD No. 167; and immediately west of The Reserve at Brazos Town Center Section Three, which has been recorded. The Plat consists of approximately 27.6 acres, with 104 single-family residential lots and four (4) reserves.

The typical lot size for the subdivision is 50 feet in width. This is per the approved Land Plan, which was most recently amended on September 30, 2014 (see attached). Per the amended Development Agreement, homes in the subdivision will also be a minimum of 51 percent masonry construction, which is noted on the Plat.

The Preliminary Plat of this subdivision was approved by the Planning Commission on November 19, 2014. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Four.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Chairperson Pavlovsky asked if there were any questions.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Casias, to recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Four, being 27.6398 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, City of Rosenberg, Fort Bend County, Texas; 4 reserves, 104 lots, 3 blocks. The motion carried unanimously.

8. **CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE RESERVE AT BRAZOS TOWN CENTER**

**SECTION FIVE, A 22.1380 ACRE TRACT OF LAND IN THE ROBERT HANDY SURVEY, ABSTRACT NO. 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 3 RESERVES, 73 LOTS, 2 BLOCKS.**

**Executive Summary:** The Final Plat of The Reserve at Brazos Town Center Section Five is located off of Town Center Boulevard, to the east of its intersection with FM 2218. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 22.14 acres, with 73 single-family residential lots and three (3) reserves.

The typical lot size for the subdivision is fifty-five (55') feet in width. This is per the approved Land Plan, as amended on September 30, 2014 (see attached). Per the amended Development Agreement, residences in the subdivision must also be a minimum of three (3) sides masonry exterior and 2,000 square feet in size.

The Preliminary Plat of this subdivision was approved by the Planning Commission on October 15, 2014. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan or Development Agreement for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Five.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired about building a wall to block railroad noise.
- Mr. Tanner explained that the development is not located next to the railroad.

**Action Taken:** Commissioner Casias moved, seconded by Commissioner Parsons, to recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Five, a 22.1380 acre tract of land in the Robert Handy Survey, Abstract No. 187, City of Rosenberg, Fort Bend County, Texas; 3 reserves, 73 lots, 2 blocks. The motion carried unanimously.

**9. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE TOWNHOMES AT BRAZOS TOWN CENTER, A 20.0427 ACRE TRACT OF LAND BEING A REPLAT OF RESTRICTED RESERVE "A", BRAZOS TOWN CENTER, SECTION TWO (PLAT NO. 20050239; F.B.C.P.R.) 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; 5 RESERVES, 139 LOTS, 3 BLOCKS.**

**Executive Summary:** The Final Plat of The Townhomes at Brazos Town is located off of Town Center Boulevard, north of its intersection with Commercial Drive. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 20.04 acres, with 139 townhome lots and five (5) reserves.

The typical lot size for the subdivision is twenty-four (24) to twenty-eight (28) feet in width. This is per the approved Land Plan, as amended on September 30, 2014 (see attached). Per the amended Development Agreement, the subdivision must comply with the following, among other things:

- Residences shall be a minimum of 1,700 square feet in size;
- Residences shall have three-sided masonry exterior with a landscape buffer between buildings;
- Minimum fifty-foot (50') street right-of-way width;
- Minimum twenty-seven-foot (27') pavement width measured from inside of curb to inside of curb;
- Minimum twenty-foot (20') front building lines on all lots; and,
- A two-car garage shall be required on each lot.

The Planning Commission approved the Preliminary Plat of this subdivision on October 15, 2014. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan or Development Agreement for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of The Townhomes at Brazos Town Center.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired if any property was not platted in Brazos Town Center.
- Mr. Tanner stated yes.
- Commissioner Parson inquired about plans for building a road by Wal-Mart or by the post office, like Town Center.
- Mr. Kalkomey stated that there are no plans for building a road.
- Commissioner Parsons inquired if adequate right-of-way was available to build a road by the post office and Office Depot.

## PLANNING COMMISSION MEETING MINUTES

On this the 15<sup>th</sup> day of October 2014, the Planning Commission of the City of Rosenberg, Fort Bend County, Texas, met in a regular meeting at the Rosenberg City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.

### COMMISSIONERS PRESENT

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

### STAFF PRESENT

Travis Tanner	Executive Director of Community Development
Renée LeLaurin	Secretary II

### OTHERS PRESENT

Geoff Freeman	BGE/Kerry R. Gilbert & Associates (Brazos Town Center)
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### CALL TO ORDER

Chairperson Pavlovsky called the meeting to order at 4:02 p.m.

### AGENDA

**1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 17, 2014.**

**Action Taken:** Commissioner Casias moved, seconded by Commissioner Parsons, to approve the minutes of the regular Planning Commission meeting of September 17, 2014, as written. The motion carried unanimously.

**2. HOLD PUBLIC HEARING ON A PRELIMINARY PLAT OF ROSENBERG 36 INDUSTRIAL PARK, A SUBDIVISION OF 18.214 ACRES OF LAND BEING A PARTIAL REPLAT OF LOT NO. 17 OF ROSENBERG FARMS SUBDIVISION (VOLUME 3, PAGE 575; DEED RECORDS OF FORT BEND COUNTY, TEXAS, AND VOLUME 4, PAGE 25; PLAT RECORDS OF FORT BEND COUNTY, TEXAS) BEING A CALL 17.135 ACRE TRACT (FORT BEND COUNTY CLERK'S FILE NO. 2014072299) TOGETHER WITH A CALL 0.754 ACRE TRACT (FORT BEND COUNTY CLERK'S FILE NO. 2012014590) AND A CALL 0.32 ACRE TRACT (FORT BEND COUNTY CLERK'S FILE NO. 2014033291), ALL BEING IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** This Agenda item consists of the required public hearing on the proposed Preliminary Plat of Rosenberg 36 Industrial Park. The Plat consists of 18.214 acres and two (2) nonresidential reserves. It is a partial replat of Lot No. 17 of Rosenberg Farms Subdivision. The property is located on the south side of State Highway 36, northwest of its intersection with U.S. Highway 90A. Further, it is located in the West Fort Bend Management District, which is noted on the plat.

The Plat proposes to subdivide the 18.214 acres into two (2) reserves to accommodate a new site development on Reserve "B" and future development of Reserve "A." There are no issues with the proposed subdivision that conflict with City ordinances. However, a public hearing is required for replats per State law and City ordinance. Therefore staff recommends that the Planning Commission hold the required public hearing on the Preliminary Plat of Rosenberg 36 Industrial Park before taking action on the Plat.

**Chairperson Pavlovsky opened the public hearing at 4:04 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:04 p.m.**

**3. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF THE RESERVE AT BRAZOS TOWN CENTER SECTION FIVE, BEING 21.4 ACRES OF LAND CONTAINING 73 LOTS (55' X 130' TYP.) AND THREE RESERVES**

**IN TWO BLOCKS OUT OF THE ROBERT E. HANDY SURVEY, A-187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** The Preliminary Plat of The Reserve at Brazos Town Center Section Five is located off of Town Center Boulevard, to the east of its intersection with FM 2218. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 21.4 acres, with 73 single-family residential lots and three (3) reserves.

The typical lot size for the subdivision is fifty-five (55') feet in width. This is per the approved Land Plan, as amended on September 30, 2014 (see attached). Per the amended Development Agreement, the subdivision must comply with the following requirements.

- Residences shall be a minimum of 2,000 square feet in size;
- Residence shall have three-sided masonry exterior;
- The tract shall have a maximum of 73 lots or 3.4 units per acre;
- The tract shall have a minimum of three (3) acres in landscape/open space reserves or .04 acres per lot; and,
- The minimum lot size shall be 7,000 square feet.

The proposed Preliminary Plat is not in conflict with any applicable regulations or with the approved Land Plan or Development Agreement for Brazos Town Center. That being said, staff recommends approval of the Preliminary Plat of The Reserve at Brazos Town Center Section Five.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Poldrack inquired if the landscaping reserves meet the requirement or if they exceed the requirement.
- Mr. Tanner replied the landscaping reserves exceed the requirement.
- Commissioner Parsons inquired if the mean value of these houses has been established.
- Mr. Tanner replied that he did not have that information.
- Commissioner Parsons replied that he would like to table this item until we have some idea of the sales price.
- Mr. Tanner replied that we cannot legally hold the plat for that information. The developer can be held to the standards established in the development agreement but the price of the homes is not sufficient to hold approval of a plat.
- Commissioner Poldrack replied that the developer answered that question at the last meeting. In the September 17<sup>th</sup> minutes, the developer estimated the townhomes to be between 200K and 250K and the single-family homes to be in the 375K range.
- Commissioner Parsons requested that Mr. Tanner try to determine the median home price from the developers and bring that to the Commission when possible for future residential plats.

**Action Taken:** Commissioner Casias moved, seconded by Vice Chairperson Phipps, to approve the Preliminary Plat of The Reserve at Brazos Town Center Section Five, being 21.4 acres of land containing 73 lots (55' x 130' typ.) and three reserves in two blocks out of the Robert E. Handy Survey, A-187, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously.

**4. CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF BONBROOK PLANTATION NORTH SECTION FOURTEEN, A SUBDIVISION OF 23.506 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** The Preliminary Plat of Bonbrook Plantation North Section Fourteen is located off of Reading Road, east of its intersection with Benton Road, in the northwest part of Bonbrook Plantation. The proposed Plat contains 23.506 acres, 60 residential lots, and four (4) reserves consisting of 5.150 acres.

The proposed lots are a minimum of sixty feet (60') in width. This is in accordance with the revised Land Plan for Bonbrook Plantation, which the Planning Commission recently approved on August 20, 2014. The amended Land Plan still must be submitted to City Council as an amendment to the Development Agreement (Exhibit "C"). The effective and revised Land Plans are attached for reference.

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



# CITY COUNCIL COMMUNICATION

April 07, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>G</b>	<b>Final Plat of The Townhomes at Brazos Town Center</b>

**ITEM/MOTION**

Consideration of and action on a Final Plat of The Townhomes at Brazos Town Center, a 20.0427 acre tract of land being a replat of restricted Reserve "A", Brazos Town Center, Section Two (Plat No. 20050239; F.B.C.P.R.) 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; 5 reserves, 139 lots, 3 blocks.

<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

1. Final Plat of The Townhomes at Brazos Town Center
2. Developer's Conceptual Plan, Revised Exhibit "B" Brazos Town Center – 01-20-15 – Please refer to Consent Agenda Item No. E
3. Planning Commission Meeting Minute Excerpt – 01-21-15
4. Planning Commission Meeting Minute Excerpt – 10-15-14

**MUD #:** 167 (Brazos Town Center)

**APPROVALS**

**Submitted by:**

*Travis Tanner*  
 Travis Tanner, AICP  
 Executive Director of  
 Community Development

**Reviewed by:**

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

**Approved for Submittal to City Council:**

*Robert Gracia*  
 Robert Gracia  
 City Manager

**EXECUTIVE SUMMARY**

The Final Plat of The Townhomes at Brazos Town is located off of Town Center Boulevard, north of its intersection with Commercial Drive. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 20.04 acres, with 139 townhome lots and five (5) reserves.

The typical lot size for the subdivision is twenty-four (24) to twenty-eight (28) feet in width. This is per the approved Land Plan, as amended on January 20, 2015 (see attached). Per the amended Development Agreement, the subdivision must comply with the following, among other things:

- Residences shall be a minimum of 1,700 square feet in size;
- Residences shall have three-sided masonry exterior with a landscape buffer between buildings;
- Minimum fifty-foot (50') street right-of-way width;
- Minimum twenty-seven-foot (27') pavement width measured from inside of curb to inside of curb;
- Minimum twenty-foot (20') front building lines on all lots; and,
- A two-car garage shall be required on each lot.

The Planning Commission approved the Preliminary Plat of this subdivision on October 15, 2014, and the Final Plat was recommended for approval on January 21, 2015. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan or Development Agreement for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff and the Planning Commission recommend approval of the Final Plat of The Townhomes at Brazos Town Center.

WE, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH CHRISTOPHER LINDHORST, DIVISION PRESIDENT-HOUSTON SOUTH OF D.R. HORTON, INC., A DELAWARE CORPORATION, ITS AUTHORIZED AGENT, HERINAFTER REFERRED TO AS OWNERS OF THE 20.0427 ACRE TRACT, DESCRIBED IN THE ABOVE AND FOREGOING MAP OF THE TOWNHOMES AT BRAZOS TOWN CENTER, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP OR PLAN AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND OURSELVES, OUR HEIRS SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS: THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL SEVEN AND ONE-HALF FEET (7'-0"), FROM A PLANE SIXTEEN FEET (16'-0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES (ONLY ON ONE SIDE IF A PERIMETER EASEMENT) AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. & A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30'-0") IN WIDTH, EXCEPT ON PERIMETER EASEMENTS WHERE IT TOTALS TWENTY-TWO AND ONE-HALF FEET (22'-6") IN WIDTH.

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

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PROVIDE THAT DRAINAGE STRUCTURES UNDER DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO INSTANCE HAVE A DRAINAGE OPENING OF LESS THAN THREE (3) SQUARE FEET (24" DIAMETER).

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

WE FURTHER ACKNOWLEDGE THAT THE DEDICATIONS AND/OR EXACTIONS MADE HEREIN ARE PROPORTIONAL TO THE IMPACT OF THE SUBDIVISION UPON THE PUBLIC SERVICES REQUIRED IN ORDER THAT THE DEVELOPMENT WILL CONFORM WITH THE PRESENT AND FUTURE GROWTH NEEDS OF THE CITY AND THE COUNTY; WE, OUR SUCCESSORS AND ASSIGNS HEREBY WAIVE ANY CLAIM, DAMAGE, OR CAUSE OF ACTION THAT WE MAY HAVE AS A RESULT OF THE DEDICATION OR EXACTIONS MADE HEREIN.

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY CHRISTOPHER LINDHORST, DIVISION PRESIDENT-HOUSTON SOUTH OF D.R. HORTON, INC., A DELAWARE CORPORATION, ITS AUTHORIZED AGENT, THEREUNTO AUTHORIZED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP

By: D.R. HORTON, INC., A DELAWARE CORPORATION,  
ITS AUTHORIZED AGENT

By: CHRISTOPHER LINDHORST  
DIVISION PRESIDENT-HOUSTON SOUTH

ATTEST:  
\_\_\_\_\_  
PRINT NAME AND TITLE

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHRISTOPHER LINDHORST, DIVISION PRESIDENT-HOUSTON SOUTH OF D.R. HORTON, INC., A DELAWARE CORPORATION, THE AUTHORIZED AGENT OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AS THE ACT AND DEED OF SAID COMPANY.

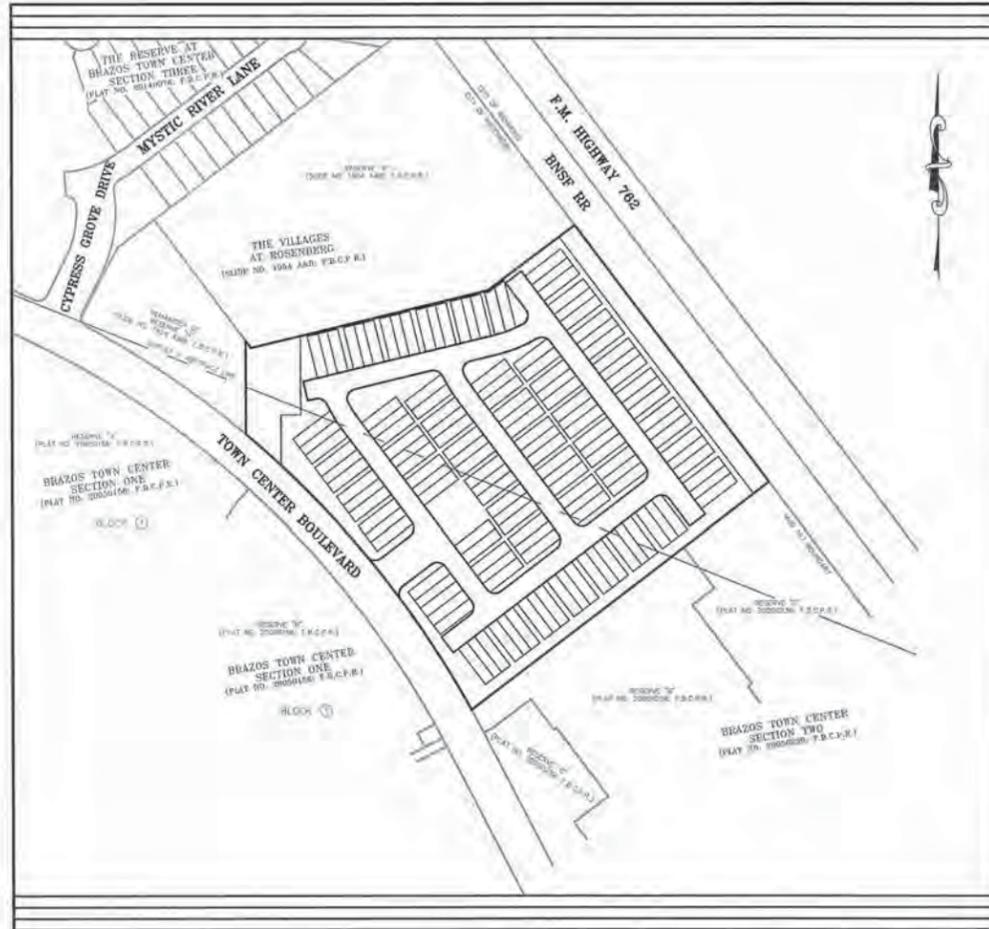
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTES:

- 1.) B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L. & P.E. INDICATES HOUSTON LIGHTING AND POWER EASEMENT; P.L. INDICATES PROPERTY LINE.
- 2.) BENCHMARK: CITY OF ROSENBERG MARKER NO. 32 (RS 32) IS LOCATED AT THE CORNER OF A TYPE "C" INLET ON THE NORTH SIDE OF TOWN CENTER BOULEVARD, APPROXIMATELY 372 FEET SOUTHEAST OF VISTA DRIVE. ELEVATION=91.15' (NAVD 1988, 2001 ADJUSTMENT)
- 3.) A CITY OF ROSENBERG BENCHMARK WILL BE SET AFTER STREETS ARE INSTALLED. A BENCHMARK FORM WILL BE SUBMITTED TO THE CITY FOR APPROVAL.
- 4.) ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON CITY OF ROSENBERG MARKER NO. RS 32.
- 5.) THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- 6.) THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY SOUTHLAND TITLE, LLC, EFFECTIVE DATE JANUARY 1, 2015. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY.
- 7.) THIS PLAT LIES WHOLLY WITHIN THE MUNICIPAL UTILITY DISTRICT NO. 167, FORT BEND SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE CITY OF ROSENBERG, FORT BEND COUNTY, AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- 8.) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NOS. 48157-C-0245L EFFECTIVELY DATED APRIL 2, 2014, THIS PROPERTY LIES IN ZONE "X", AN AREA NOT CONSIDERED IN THE 500-YR. FLOOD PLAN.
- 9.) APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- 10.) THERE IS NO PHYSICAL EVIDENCE OF PIPELINES NOR PIPELINE EASEMENTS REFLECTED IN THE TITLE THAT AFFECT THE LIMITS OF THIS SUBDIVISION.
- 11.) FIVE-EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BLOCK CORNERS, UNLESS OTHERWISE NOTED.
- 12.) THE MINIMUM SLAB ELEVATION (FINISHED FLOOR) SHALL BE 95.5' BUT NO LESS THAN 12 INCHES ABOVE THE FLOOD PLAIN ELEVATION, 18 INCHES ABOVE NATURAL GROUND, OR 12 INCHES ABOVE THE TOP OF CURB IN FRONT OF THE PROPERTY, WHICHEVER IS HIGHER.
- 13.) ALL LOTS SHALL HAVE A ZERO (0) FOOT SIDE-BUILDING LINE.
- 14.) THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS FOR STREET PONDING DURING INTENSE RAINFALL EVENTS.
- 15.) THIS PLAT LIES WITHIN FORT BEND LIGHTING ORDINANCE ZONE NO. LZ3.
- 16.) ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- 17.) BEARINGS AND COORDINATES SHOWN HEREON ARE SURFACE COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NO. 4204, NAD 83), AS OBTAINED FROM THE CITY OF HOUSTON C.O.R.S. SYSTEM, AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.9998997372.
- 18.) SIDEWALKS SHALL BE BUILT THROUGH RESTRICTIVE COVENANTS WITHIN ALL ROAD RIGHTS-OF-WAY DEDICATED TO THE PUBLIC.
- 19.) THE RESIDENTIAL DWELLINGS SHALL INCORPORATE 3 SIDES MASONRY EXTERIOR AND BE A MINIMUM OF 1,700 SQ. FT. IN SIZE.
- 20.) SUBJECT TO TERMS, CONDITIONS, AND STIPULATIONS AS SET FORTH IN FORT BEND COUNTY CLERK'S FILE NOS. 2005059520, 2006062248, 2011053288, AND 2013159754.

# THE TOWNHOMES AT BRAZOS TOWN CENTER



~ Owner ~

**D.R. HORTON-TEXAS, LTD.**

14100 SOUTHWEST FREEWAY, SUITE 500  
SUGAR LAND, TEXAS 77478  
(281) 242-3881

~ Engineer ~

**DANNENBAUM ENGINEERING CORP**

3100 WEST ALABAMA  
HOUSTON, TX 77098  
(713) 520-9570

~ Surveyor ~

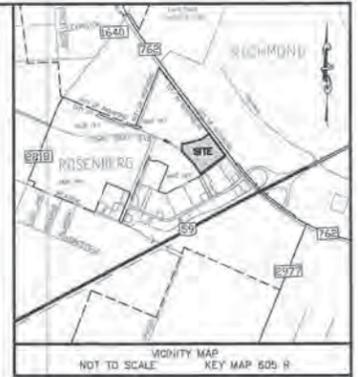
**TEXAS ENGINEERING AND MAPPING**

12810 CENTURY DRIVE  
STAFFORD, TEXAS 77477  
PHONE: (281) 491-2525 FAX: (281) 491-2535  
FIRM REGISTRATION NO.: 10110900  
JOB NO. 1111-6

JANUARY 12, 2015

REASON FOR REPLAT

TO CREATE 139 LOTS, 3 BLOCKS,  
AND 5 RESERVES.



I, BRIAN NAWARA, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE WILL BE MARKED AFTER ROUGH GRADING HAS OCCURRED AND PUBLIC ROADS ARE CONSTRUCTED WITH IRON RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

BRIAN NAWARA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS NO. 6060



THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE TOWNHOMES AT BRAZOS TOWN CENTER, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG, AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

VINCENT M. MORALES, JR., MAYOR

LINDA CERNOSEK, SECRETARY

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF THE TOWNHOMES AT BRAZOS TOWN CENTER, IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG, AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

PETE PAVLOVSKY, CHAIRPERSON

WAYNE POLDRACK, SECRETARY

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON \_\_\_\_\_, 2015, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN PLAT NUMBER(S) \_\_\_\_\_ OF THE PLAT RECORDS OF SAID COUNTY. WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS THE DAY AND DATE LAST ABOVE WRITTEN.

BY: LAURA RICHARD, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

## THE TOWNHOMES AT BRAZOS TOWN CENTER

A 20.0427 ACRE TRACT OF LAND  
BEING A REPLAT OF RESTRICTED RESERVE "A",  
BRAZOS TOWN CENTER, SECTION TWO  
(PLAT NO. 20050239; F.B.C.P.R.)  
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

5 RESERVES 139 LOTS 3 BLOCKS

GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

LEGEND

- F.B.C.P. - FORT BEND COUNTY CLERK'S FILE
- F.B.C.P.R. - FORT BEND COUNTY PLAT RECORDS
- FDNR - FLOOD DAMAGE NOTICE RECORDS
- IP - IRON PIPE
- W.L. - WATER LINE
- S.S.E. - SANITARY SEWER EASEMENT
- U.L.E. - UTILITY EASEMENT
- P.U.E. - PRIVATE UTILITY EASEMENT
- P.O.B. - POINT OF BEGINNING

RESERVE "K"  
THE VILLAGES AT ROSENBERG  
(SLIDE NO. 1954 A&B; F.B.C.P.R.)

JANE H. LONG LEAGUE  
ABSTRACT NO. 55

RESERVE "H"  
NORTH - 238.36'

X=3,000,647.21  
Y=13,763,954.34

X=3,000,647.21  
Y=13,763,715.98

LINE	BEARING	DISTANCE
L1	S 37°01'01" E	22.39'
L2	N 52°25'10" E	50.00'

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	21°20'35"	2450.00'	912.64'	N 39°21'25" W - 302.38'
C2	87°21'07"	25.00'	36.11'	S 83°25'16" E - 34.53'
C3	90°00'00"	25.00'	39.27'	N 07°54'10" E - 35.36'
C4	89°24'22"	25.00'	39.01'	S 08°11'59" W - 35.17'
C5	90°00'00"	25.00'	36.27'	N 82°05'50" W - 35.36'
C6	20°35'53"	300.00'	107.85'	S 26°47'53" E - 102.27'
C7	79°18'48"	25.00'	34.59'	N 63°27'45" W - 31.89'
C8	105°07'06"	25.00'	45.97'	S 23°50'48" W - 39.70'
C9	77°56'42"	25.00'	33.97'	N 64°40'18" W - 31.41'
C10	173°33'30"	350.00'	109.29'	S 26°59'05" E - 108.85'
C11	28°42'24"	295.00'	137.51'	N 83°03'09" E - 136.26'
C12	87°51'43"	25.00'	42.70'	N 11°50'02" E - 37.70'
C13	84°25'33"	25.00'	36.84'	N 79°18'35" W - 33.59'
C14	88°48'38"	25.00'	39.19'	N 07°48'36" E - 35.30'
C15	90°10'25"	25.00'	39.35'	S 82°11'02" E - 35.41'
C16	108°18'17"	25.00'	46.38'	S 23°15'13" W - 46.01'
C17	88°48'35"	25.00'	39.19'	N 07°48'38" E - 35.30'
C18	90°10'25"	25.00'	39.35'	N 82°11'02" W - 35.41'
C19	90°10'25"	25.00'	39.35'	S 82°11'02" E - 35.41'
C20	90°30'49"	25.00'	39.50'	N 07°28'15" E - 35.52'

BRAZOS TOWN CENTER  
SECTION ONE  
(PLAT NO. 20050166; F.B.C.P.R.)

REMARKS:  
CITY OF ROSENBERG MARSHED NO. 32 (RS 32) IS LOCATED AT THE CORNER OF A TYPE "C" INLET ON THE NORTH SIDE OF TOWN CENTER BOULEVARD, APPROXIMATELY 372 FEET SOUTH EAST OF VISTA DRIVE.  
ELEVATION=91.15' (NAVD 1988, 2001 ADJUSTMENT)

TBM # BOX CUT ON CONC SIDEWALK. ELEVATION=89.24'

TBM # BOX CUT ON CONC SIDEWALK. ELEVATION=89.40'

TBM # BOX CUT ON C-INLET. ELEVATION=91.88'

TBM # BOX CUT ON C-INLET. ELEVATION=92.31'

TBM # BOX CUT ON TOP OF CURB AT END OF A MEDIAN ON THE NORTHEAST SIDE OF TOWN CENTER BLVD. ELEVATION=92.95'

TBM # BOX CUT ON TOP OF CURB AT END OF A MEDIAN ON THE SOUTHWEST SIDE OF TOWN CENTER BLVD. ELEVATION=93.11'

RESERVE	ACRES	(SQ. FT.)	RESTRICTION
A	2.9961	(130,511 SQ. FT.)	RESTRICTED TO LANDSCAPE / OPEN SPACE
B	0.7799	(33,972 SQ. FT.)	RESTRICTED TO DRAINAGE
C	0.9422	(41,044 SQ. FT.)	RESTRICTED TO LANDSCAPE BUFFER
D	1.0568	(46,034 SQ. FT.)	RESTRICTED TO LANDSCAPE / OPEN SPACE
E	0.5701	(24,834 SQ. FT.)	RESTRICTED TO LANDSCAPE / OPEN SPACE

NOTE: ALL RESERVES ARE RESTRICTED TO LANDSCAPE / OPEN SPACE UNLESS OTHERWISE NOTED.

LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE
BLOCK 1 LOT 1 3,219 SQ. FT.	BLOCK 1 LOT 41 3,220 SQ. FT.	BLOCK 2 LOT 1 3,074 SQ. FT.	BLOCK 3 LOT 1 3,075 SQ. FT.
BLOCK 1 LOT 2 2,760 SQ. FT.	BLOCK 1 LOT 42 3,220 SQ. FT.	BLOCK 2 LOT 2 2,640 SQ. FT.	BLOCK 3 LOT 2 2,640 SQ. FT.
BLOCK 1 LOT 3 2,220 SQ. FT.	BLOCK 1 LOT 43 2,790 SQ. FT.	BLOCK 2 LOT 3 3,060 SQ. FT.	BLOCK 3 LOT 3 3,060 SQ. FT.
BLOCK 1 LOT 4 3,220 SQ. FT.	BLOCK 1 LOT 44 3,220 SQ. FT.	BLOCK 2 LOT 4 3,080 SQ. FT.	BLOCK 3 LOT 4 3,080 SQ. FT.
BLOCK 1 LOT 5 2,790 SQ. FT.	BLOCK 1 LOT 45 3,220 SQ. FT.	BLOCK 2 LOT 5 3,080 SQ. FT.	BLOCK 3 LOT 5 3,080 SQ. FT.
BLOCK 1 LOT 6 3,220 SQ. FT.	BLOCK 1 LOT 46 2,790 SQ. FT.	BLOCK 2 LOT 6 3,080 SQ. FT.	BLOCK 3 LOT 6 3,080 SQ. FT.
BLOCK 1 LOT 7 2,220 SQ. FT.	BLOCK 1 LOT 47 3,220 SQ. FT.	BLOCK 2 LOT 7 3,040 SQ. FT.	BLOCK 3 LOT 7 3,040 SQ. FT.
BLOCK 1 LOT 8 2,790 SQ. FT.	BLOCK 1 LOT 48 3,220 SQ. FT.	BLOCK 2 LOT 8 3,080 SQ. FT.	BLOCK 3 LOT 8 3,080 SQ. FT.
BLOCK 1 LOT 9 3,220 SQ. FT.	BLOCK 1 LOT 49 2,790 SQ. FT.	BLOCK 2 LOT 9 3,080 SQ. FT.	BLOCK 3 LOT 9 3,080 SQ. FT.
BLOCK 1 LOT 10 3,220 SQ. FT.	BLOCK 1 LOT 50 3,220 SQ. FT.	BLOCK 2 LOT 10 2,640 SQ. FT.	BLOCK 3 LOT 10 3,080 SQ. FT.
BLOCK 1 LOT 11 2,790 SQ. FT.	BLOCK 1 LOT 51 3,220 SQ. FT.	BLOCK 2 LOT 11 3,080 SQ. FT.	BLOCK 3 LOT 11 3,040 SQ. FT.
BLOCK 1 LOT 12 3,220 SQ. FT.	BLOCK 1 LOT 52 2,790 SQ. FT.	BLOCK 2 LOT 12 3,080 SQ. FT.	BLOCK 3 LOT 12 3,080 SQ. FT.
BLOCK 1 LOT 13 3,080 SQ. FT.	BLOCK 1 LOT 53 3,220 SQ. FT.	BLOCK 2 LOT 13 2,640 SQ. FT.	BLOCK 3 LOT 13 3,080 SQ. FT.
BLOCK 1 LOT 14 2,640 SQ. FT.	BLOCK 1 LOT 54 3,197 SQ. FT.	BLOCK 2 LOT 14 3,080 SQ. FT.	BLOCK 3 LOT 14 3,640 SQ. FT.
BLOCK 1 LOT 15 3,080 SQ. FT.	BLOCK 1 LOT 55 2,790 SQ. FT.	BLOCK 2 LOT 15 3,239 SQ. FT.	BLOCK 3 LOT 15 3,079 SQ. FT.
BLOCK 1 LOT 16 3,080 SQ. FT.	BLOCK 1 LOT 56 3,220 SQ. FT.	BLOCK 2 LOT 16 3,133 SQ. FT.	BLOCK 3 LOT 16 3,075 SQ. FT.
BLOCK 1 LOT 17 2,640 SQ. FT.	BLOCK 1 LOT 57 3,220 SQ. FT.	BLOCK 2 LOT 17 3,080 SQ. FT.	BLOCK 3 LOT 17 3,080 SQ. FT.
BLOCK 1 LOT 18 3,080 SQ. FT.	BLOCK 1 LOT 58 2,790 SQ. FT.	BLOCK 2 LOT 18 2,640 SQ. FT.	BLOCK 3 LOT 18 3,080 SQ. FT.
BLOCK 1 LOT 19 3,080 SQ. FT.	BLOCK 1 LOT 59 3,220 SQ. FT.	BLOCK 2 LOT 19 3,080 SQ. FT.	BLOCK 3 LOT 19 2,640 SQ. FT.
BLOCK 1 LOT 20 2,640 SQ. FT.	BLOCK 1 LOT 60 3,220 SQ. FT.	BLOCK 2 LOT 20 3,060 SQ. FT.	BLOCK 3 LOT 20 3,060 SQ. FT.
BLOCK 1 LOT 21 3,080 SQ. FT.	BLOCK 1 LOT 61 2,790 SQ. FT.	BLOCK 2 LOT 21 2,640 SQ. FT.	BLOCK 3 LOT 21 3,080 SQ. FT.
BLOCK 1 LOT 22 3,080 SQ. FT.	BLOCK 1 LOT 62 3,220 SQ. FT.	BLOCK 2 LOT 22 3,080 SQ. FT.	BLOCK 3 LOT 22 2,640 SQ. FT.
BLOCK 1 LOT 23 2,640 SQ. FT.	BLOCK 1 LOT 63 3,220 SQ. FT.	BLOCK 2 LOT 23 3,080 SQ. FT.	BLOCK 3 LOT 23 3,080 SQ. FT.
BLOCK 1 LOT 24 3,080 SQ. FT.	BLOCK 1 LOT 64 2,790 SQ. FT.	BLOCK 2 LOT 24 2,640 SQ. FT.	BLOCK 3 LOT 24 3,080 SQ. FT.
BLOCK 1 LOT 25 3,080 SQ. FT.	BLOCK 1 LOT 65 3,220 SQ. FT.	BLOCK 2 LOT 25 3,080 SQ. FT.	BLOCK 3 LOT 25 2,640 SQ. FT.
BLOCK 1 LOT 26 2,640 SQ. FT.	BLOCK 1 LOT 66 3,220 SQ. FT.	BLOCK 2 LOT 26 3,080 SQ. FT.	BLOCK 3 LOT 26 3,080 SQ. FT.
BLOCK 1 LOT 27 3,080 SQ. FT.	BLOCK 1 LOT 67 2,790 SQ. FT.	BLOCK 2 LOT 27 2,640 SQ. FT.	BLOCK 3 LOT 27 3,080 SQ. FT.
BLOCK 1 LOT 28 3,137 SQ. FT.	BLOCK 1 LOT 68 3,220 SQ. FT.	BLOCK 2 LOT 28 3,080 SQ. FT.	BLOCK 3 LOT 28 3,640 SQ. FT.
BLOCK 1 LOT 29 3,179 SQ. FT.	BLOCK 1 LOT 69 3,220 SQ. FT.	BLOCK 2 LOT 29 3,080 SQ. FT.	BLOCK 3 LOT 29 3,075 SQ. FT.
BLOCK 1 LOT 30 3,220 SQ. FT.	BLOCK 1 LOT 70 2,790 SQ. FT.	BLOCK 2 LOT 30 2,640 SQ. FT.	BLOCK 3 LOT 30 3,075 SQ. FT.
BLOCK 1 LOT 31 2,790 SQ. FT.	BLOCK 1 LOT 71 3,220 SQ. FT.	BLOCK 2 LOT 31 3,080 SQ. FT.	BLOCK 3 LOT 31 3,075 SQ. FT.
BLOCK 1 LOT 32 3,220 SQ. FT.	BLOCK 1 LOT 72 3,220 SQ. FT.	BLOCK 2 LOT 32 3,080 SQ. FT.	BLOCK 3 LOT 32 3,080 SQ. FT.
BLOCK 1 LOT 33 3,220 SQ. FT.	BLOCK 1 LOT 73 2,790 SQ. FT.	BLOCK 2 LOT 33 3,080 SQ. FT.	BLOCK 3 LOT 33 3,080 SQ. FT.
BLOCK 1 LOT 34 2,790 SQ. FT.	BLOCK 1 LOT 74 3,220 SQ. FT.	BLOCK 2 LOT 34 3,080 SQ. FT.	BLOCK 3 LOT 34 3,080 SQ. FT.
BLOCK 1 LOT 35 3,220 SQ. FT.	BLOCK 1 LOT 75 3,220 SQ. FT.	BLOCK 2 LOT 35 3,172 SQ. FT.	BLOCK 3 LOT 35 3,080 SQ. FT.
BLOCK 1 LOT 36 3,220 SQ. FT.	BLOCK 1 LOT 76 3,220 SQ. FT.	BLOCK 2 LOT 36 3,133 SQ. FT.	BLOCK 3 LOT 36 3,080 SQ. FT.
BLOCK 1 LOT 37 2,790 SQ. FT.	BLOCK 1 LOT 77 3,220 SQ. FT.	BLOCK 2 LOT 37 3,080 SQ. FT.	BLOCK 3 LOT 37 3,080 SQ. FT.
BLOCK 1 LOT 38 3,220 SQ. FT.	BLOCK 1 LOT 78 2,790 SQ. FT.	BLOCK 2 LOT 38 3,080 SQ. FT.	BLOCK 3 LOT 38 3,080 SQ. FT.
BLOCK 1 LOT 39 3,220 SQ. FT.	BLOCK 1 LOT 79 3,220 SQ. FT.	BLOCK 2 LOT 39 3,080 SQ. FT.	BLOCK 3 LOT 39 3,075 SQ. FT.
BLOCK 1 LOT 40 2,790 SQ. FT.	BLOCK 1 LOT 80 2,790 SQ. FT.	BLOCK 2 LOT 40 3,075 SQ. FT.	BLOCK 3 LOT 40 3,075 SQ. FT.

\*AVERAGE LOT SIZE = 3,023 SQ. FT.

PARKLAND DEDICATION TABLE	
TOTAL PUBLIC PARK LAND DEDICATION REQUIRED (TOTAL LOTS 139/160)	= 0.8688 ACRE
MAXIMUM PRIVATE PARK LAND DEDICATION (TOTAL REQUIRED 0.8688 X .50%)	= 0.43 ACRE
PARKLAND DEDICATION REMAINING PER BRAZOS TOWN CENTER, SEC. 3	= 2.9375 ACRE CREDIT
1.2875 - 0.43 = 0.8575 CREDIT ACRES REMAINING FROM BRAZOS TOWN CENTER, SEC. 3	
<b>TOTAL PRIVATE PARK LAND DEDICATION</b>	<b>= 0.43 ACRES</b>
50% MONEY IN LIEU OF PUBLIC PARK LAND (139/2 X \$350)	= \$24,325.00

THE TOWNHOMES AT BRAZOS TOWN CENTER

Owner  
**D.R. HORTON-TEXAS, LTD.**  
14100 SOUTHWEST FREEWAY, SUITE 500  
SUGAR LAND, TEXAS 77478  
(281) 242-3891

Engineer  
**DANNENBAUM ENGINEERING CORP.**  
3100 WEST ALABAMA  
HOUSTON, TX 77098  
(713) 520-0570

Surveyor  
**TEXAS ENGINEERING AND MAPPING**  
12810 CENTURY DRIVE  
STAFFORD, TEXAS 77477  
PHONE: (281) 491-2525 FAX: (281) 491-2535  
FORM REGISTRATION NO. 10119909  
JOB NO. 1111-6



**Executive Summary:** This Agenda item consists of the required public hearing on the proposed Final Plat of The Reserve at Brazos Town Center Section Four. The property is located off of Town Center Boulevard, north of its intersection with Vista Drive. It is located within the City Limits; in Fort Bend County MUD No. 167; and immediately west of The Reserve at Brazos Town Center Section Three, which has been recorded. The Plat consists of approximately 27.6 acres, with 104 single-family residential lots and four (4) reserves.

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

**Chairperson Pavlovsky opened the public hearing at 4:04 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:04 p.m.**

4. **HOLD PUBLIC HEARING ON A FINAL PLAT OF THE TOWNHOMES AT BRAZOS TOWN CENTER, A 20.0427 ACRE TRACT OF LAND BEING ALL OF RESTRICTED RESERVE "A", BRAZOS TOWN CENTER, SECTION TWO (PLAT NO. 20050239; F.B.C.P.R.) 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; 5 RESERVES, 139 LOTS, 3 BLOCKS.**

**Executive Summary:** This Agenda item consists of the required public hearing on the proposed Final Plat of The Townhomes at Brazos Town Center. The subject property is located off of Town Center Boulevard, north of its intersection with Commercial Drive. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 20 acres, with 139 townhome lots and five (5) reserves.

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

**Chairperson Pavlovsky opened the public hearing at 4:05 p.m. After three calls for speakers, no one stepped forward. Chairperson Pavlovsky closed the public hearing at 4:05 p.m.**

5. **CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF THE TRAILS AT SEABOURNE PARKE SECTION TWO, A SUBDIVISION OF 22.691 ACRES LOCATED IN THE G.M. STONE 1/3 LEAGUE SURVEY, ABSTRACT 312, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 147); 108 LOTS, 6 BLOCKS.**

**Executive Summary:** The Preliminary Plat of The Trails at Seabourne Parke Section Two consists of approximately 22.7 acres and 108 residential lots. It is located south of J. Meyers Road and off of Heath Ridge, Oak Briar, and Cottage Creek Lanes, immediately southwest of The Trails at Seabourne Parke Section One. The Plat is within the City Limits and located in Fort Bend County MUD No. 147.

All proposed lots are fifty feet (50') in width and a minimum of 6,000 square feet in size. The Land Plan was approved before the current standards relating to lot size. The Plat conforms to the approved Land Plan dated June 2003 (see attached). Recordation of plats in this development last occurred in 2005. The development was recently assigned to a new developer, LGI Homes, that wishes to develop in accordance with the previously approved Land Plan. A Plat of this subdivision was approved by the Planning Commission and City Council in 2006 and 2007, but was never subsequently recorded and therefore expired, hence the new Preliminary Plat submittal.

There being no conflicts with applicable regulations or with the original Land Plan, staff recommends approval of the Preliminary Plat of The Trails at Seabourne Parke Section Two. In addition to the Utility Agreement and Land Plan, this Plat/development is subject to a Road Improvement Agreement related to improvements to J. Meyer Road that, due to conditions that have changed over the last several years since platting last occurred, must be modified to address needed road improvements before any infrastructure permits are released for the subdivision. This agreement shall be in place prior to final plat approval by City Council.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Chairperson Pavlovsky inquired about a house under construction and whether it was a part of this development.
- Mr. Tanner stated that the construction was not a part of this development. Mr. Tanner stated that an existing subdivision had not been built out, so there are a lot of existing lots where homes have not been constructed. The recorded lots can be built on and permits may be obtained in the subdivision. All

**SECTION FIVE, A 22.1380 ACRE TRACT OF LAND IN THE ROBERT HANDY SURVEY, ABSTRACT NO. 187, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 3 RESERVES, 73 LOTS, 2 BLOCKS.**

**Executive Summary:** The Final Plat of The Reserve at Brazos Town Center Section Five is located off of Town Center Boulevard, to the east of its intersection with FM 2218. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 22.14 acres, with 73 single-family residential lots and three (3) reserves.

The typical lot size for the subdivision is fifty-five (55') feet in width. This is per the approved Land Plan, as amended on September 30, 2014 (see attached). Per the amended Development Agreement, residences in the subdivision must also be a minimum of three (3) sides masonry exterior and 2,000 square feet in size.

The Preliminary Plat of this subdivision was approved by the Planning Commission on October 15, 2014. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan or Development Agreement for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Five.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired about building a wall to block railroad noise.
- Mr. Tanner explained that the development is not located next to the railroad.

**Action Taken:** Commissioner Casias moved, seconded by Commissioner Parsons, to recommend approval to City Council of the Final Plat of The Reserve at Brazos Town Center Section Five, a 22.1380 acre tract of land in the Robert Handy Survey, Abstract No. 187, City of Rosenberg, Fort Bend County, Texas; 3 reserves, 73 lots, 2 blocks. The motion carried unanimously.

**9. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF THE TOWNHOMES AT BRAZOS TOWN CENTER, A 20.0427 ACRE TRACT OF LAND BEING A REPLAT OF RESTRICTED RESERVE "A", BRAZOS TOWN CENTER, SECTION TWO (PLAT NO. 20050239; F.B.C.P.R.) 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; 5 RESERVES, 139 LOTS, 3 BLOCKS.**

**Executive Summary:** The Final Plat of The Townhomes at Brazos Town is located off of Town Center Boulevard, north of its intersection with Commercial Drive. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 20.04 acres, with 139 townhome lots and five (5) reserves.

The typical lot size for the subdivision is twenty-four (24) to twenty-eight (28) feet in width. This is per the approved Land Plan, as amended on September 30, 2014 (see attached). Per the amended Development Agreement, the subdivision must comply with the following, among other things:

- Residences shall be a minimum of 1,700 square feet in size;
- Residences shall have three-sided masonry exterior with a landscape buffer between buildings;
- Minimum fifty-foot (50') street right-of-way width;
- Minimum twenty-seven-foot (27') pavement width measured from inside of curb to inside of curb;
- Minimum twenty-foot (20') front building lines on all lots; and,
- A two-car garage shall be required on each lot.

The Planning Commission approved the Preliminary Plat of this subdivision on October 15, 2014. The proposed Final Plat is not in conflict with any applicable regulations, with the approved Land Plan or Development Agreement for Brazos Town Center, or with the approved Preliminary Plat. That being said, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of The Townhomes at Brazos Town Center.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired if any property was not platted in Brazos Town Center.
- Mr. Tanner stated yes.
- Commissioner Parson inquired about plans for building a road by Wal-Mart or by the post office, like Town Center.
- Mr. Kalkomey stated that there are no plans for building a road.
- Commissioner Parsons inquired if adequate right-of-way was available to build a road by the post office and Office Depot.

- Commissioner Parsons inquired about a possibility to connect the road.
- Mr. Kalkomey stated that the road is a public road and it is meant to go back into the property, however, the City of Richmond does not have any plans for connecting it to Rosenberg.
- Chairperson Pavlovsky asked if there were any more questions.

**Action Taken:** Commissioner Poldrack moved, seconded by Vice Chairperson Phipps, to recommend approval to City Council of the Final Plat of The Townhomes at Brazos Town Center, a 20.0427 acre tract of land being a replat of restricted Reserve "A", Brazos Town Center, Section Two (Plat No. 20050239; F.B.C.P.R.) 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; 5 reserves, 139 lots, 3 blocks. The motion carried unanimously.

**10. REVIEW AND DISCUSS THE PROPOSED ROSE MEADOWS DEVELOPMENT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** The developer of Rose Ranch (Fort Bend County MUD No. 66) and their land planner have approached City staff regarding continued development of the property. The last residential plat that was filed in this development was in 2005 (Section One, 165 lots). The subdivision is built out and development has essentially been dormant since that time.

The existing Land Plan was approved under previous City ordinances relating to lot size, etc., but the developer may want to significantly change the layout, necessitating compliance with current City ordinances. A revised Land Plan has not been submitted at this time. However, the developer has requested the opportunity to discuss this item with the Planning Commission. At this time they are referring to the development as "Rose Meadows," hence the title of the Agenda item.

**Key Discussion:**

- Mr. Tanner stated that the proposed Rose Meadows Development discussion has been postponed to a later agenda.
- Commissioner Parsons inquired about how much would need to be changed to comply with current standards.
- Mr. Tanner replied if the layout changed significantly, it would have to come into compliance if not developing per the previously approved plan.
- Commissioner Parson inquired about minor changes.
- Mr. Kalkomey replied that it would be difficult to make the developer change from 50' to 60' lots. At this time, a request to change the existing land plan has not been submitted by the developer.
- Chairperson Pavlovsky asked if there were any more questions.

**No action taken.**

**11. CONSIDERATION OF AND ACTION ON REQUESTS FOR FUTURE AGENDA ITEMS AND STAFF REPORT REGARDING THE FOLLOWING:**

- **REPORT ON COMPREHENSIVE PLAN UPDATE.**

**Executive Summary:** The Staff Report of Current Activities consists of projects that staff is currently working on as well as other updates that are relevant to the Planning Commission. This item also allows the Planning Commission the opportunity to request that items be placed on future agendas. At the meeting, staff will provide an overview of recent activities related to the Comprehensive Plan update.

**Key Discussion:**

- Mr. Tanner presented the item and stated that the City continues to work with the consultant for the Comprehensive Plan and that further discussions would occur at the February 2015 Planning Commission Meeting, which will coincide with the mid-point update to City Council. Mr. Tanner stated that the consultant is currently working on the Thoroughfare Plan component. The submittal deadline for the Second Chapter of the Thoroughfare Plan is February 3, 2015, and this information will be discussed at the next Planning Commission meeting. Mr. Tanner stated that the initial public input of the plan has been completed and it has been very successful. A meeting is planned with Mr. Kalkomey and developers regarding a change in the required street width and its effect on raw land, if approved.
- Commissioner Parsons inquired about special instructions for accessing the City's Comprehensive Plan web site.
- Mr. Tanner replied that instructions were available on the web site, but the public input has been completed at this time. Mr. Tanner stated that a report could be generated to summarize the input gathered.

- Development Agreement (Exhibit "C") to be formally amended by City Council action before Final Plat approval.

**Key Discussion:**

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

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Casias, to approve the Preliminary Plat of Bonbrook Plantation North Section Fourteen, a subdivision of 23.506 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas, contingent upon prior approval by City Council of the third revision of the Land Plan for Bonbrook Plantation, recommended for approval by the Planning Commission at its August 20, 2014 meeting. The motion carried unanimously.

5. **CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF ROSENBERG 36 INDUSTRIAL PARK, A SUBDIVISION OF 18.214 ACRES OF LAND BEING A PARTIAL REPLAT OF LOT NO. 17 OF ROSENBERG FARMS SUBDIVISION (VOLUME 3, PAGE 575; DEED RECORDS OF FORT BEND COUNTY, TEXAS, AND VOLUME 4, PAGE 25; PLAT RECORDS OF FORT BEND COUNTY, TEXAS) BEING A CALL 17.135 ACRE TRACT (FORT BEND COUNTY CLERK'S FILE NO. 2014072299) TOGETHER WITH A CALL 0.754 ACRE TRACT (FORT BEND COUNTY CLERK'S FILE NO. 2012014590) AND A CALL 0.32 ACRE TRACT (FORT BEND COUNTY CLERK'S FILE NO. 2014033291), ALL BEING IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** As previously discussed, the Preliminary Plat of Rosenberg 36 Industrial Park consists of 18.214 acres and two (2) nonresidential reserves. It is a partial replat of Lot No. 17 of Rosenberg Farms Subdivision. The Plat is located on the south side of State Highway 36, northwest of its intersection with U.S. Highway 90A, and in the West Fort Bend Management District.

The Plat proposes to subdivide the 18.214 acres into two (2) reserves to accommodate a new site development on Reserve "B" and future development of Reserve "A." As discussed, there are no issues with the proposed subdivision that conflict with City ordinances. Newly created reserves in the proposed subdivision will be subject to the West Fort Bend Management District's development standards as noted on the plat.

There being no issues in conflict with City ordinances, staff recommends approval of the Preliminary Plat of Rosenberg 36 Industrial Park.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Casias inquired if the reason for the public hearing was for a partial replat, correct? If so, then we may assume all the guidelines were followed and letters were mailed out.
- Mr. Tanner replied that state law requires a public hearing on the Agenda. It also states that if the plat meets all the requirements, then it must be approved. For residential replats that were originally platted as single-family lots, then the property owners within 200 feet must be notified in writing. There are more requirements for replats of residential areas.
- Commissioner Casias stated that the public hearing was held but the only way anyone could attend the public hearing was if they knew about it.
- Mr. Tanner replied that state law dictates that even if a public hearing is held, if the plat in question meets the platting requirements, then it must be approved. Even if there were public comments, the Planning Commission and City Council would have to approve it if it met all requirements.
- Commissioner Poldrack inquired what is planned for that tract.
- Mr. Tanner replied that the state parole office wishes to relocate from Spur 10 to this tract. There will be future development on Reserve "A," closer to US 90A.
- Commissioner Parsons stated that there should be enough right-of-way to widen both SH 36 and US 90A.

**Action Taken:** Commissioner Parsons moved, seconded by Commissioner Poldrack, to approve the Preliminary Plat of Rosenberg 36 Industrial Park, a subdivision of 18.124 acres of land being a partial replat of Lot No. 17 of Rosenberg Farms Subdivision (Volume 3, Page 575; Deed Records of Fort Bend County, Texas, and Volume 4, Page 25; Plat Records of Fort Bend County, Texas) being a call 17.135 acre tract (Fort Bend County Clerks' File No. 2014072299) together with a call 0.754 acre tract (Fort Bend County Clerk's File No. 2012014590) and a call 0.32 acre tract (Fort Bend County Clerk's File No. 2014033291), all being in the Henry Scott Survey, Abstract No. 83, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously.

6. **CONSIDERATION OF AND ACTION ON A PRELIMINARY PLAT OF THE TOWNHOMES AT BRAZOS TOWN CENTER, BEING 20.1 ACRES OF LAND CONTAINING 139 LOTS (24'28' X115' TYP.) AND FIVE RESERVES**

**IN THREE BLOCKS OUT OF THE JANE H. LONG LEAGUE SURVEY, A-55 & SIMON JONES SUREY, A-271, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** The Preliminary Plat of The Townhomes at Brazos Town Center is located off of Town Center Boulevard, north of its intersection with Commercial Drive. It is located within the City Limits and in Fort Bend County MUD No. 167. The Plat consists of approximately 20.1 acres, with 139 townhomes lots and five (5) reserves.

The typical lot size for the subdivision is twenty-four (24) to twenty-eight (28) feet in width. This is per the approved Land Plan, as amended on September 30, 2014 (see attached). Per the amended Development Agreement, the subdivision must comply with the following requirements:

- Residences shall be a minimum of 1,700 square feet in size;
- Residences shall have three-sides masonry exterior with a landscape buffer between buildings;
- The tract shall have a maximum of 139 units or seven (7) units per acre;
- The tract shall have a minimum of 5.5 acres in landscape/open space reserves or .04 acres per unit;
- Minimum fifty-foot (50') street right-of-way width;
- Minimum twenty-seven-foot (27') pavement width measured from inside of curb to inside of curb;
- Minimum average lot size of 2,900 square feet;
- Minimum twenty-foot (20') front building lines on all lots; and,
- A two-car garage shall be required on each lot.

The proposed Preliminary Plat is not in conflict with any applicable regulations or with the approved Land Plan or Development Agreement for Brazos Town Center. That being said, staff recommends approval of the Preliminary Plat of The Townhomes at Brazos Town Center.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Chairperson Pavlovsky stated that 139 lots is quite a few townhomes but this area previously had 150 lots for apartments.

**Action Taken:** Commissioner Casias moved, seconded by Commissioner Parsons, to approve the Preliminary Plat of The Townhomes at Brazos Town Center, being 20.1 acres of land containing 139 lots (24'28' x 115' typ.) and five reserves in three blocks out of the Jane H. Long League Survey, A-55 & Simon Jones Survey, A-271, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously.

**7. CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF KB SUBDIVISION, A SUBDIVISION OF 2.609 ACRES OF LAND (FORT BEND COUNTY CLERK'S FILE NO. 2013096789) BEING A CALL 2.601 ACRE TRACT (VOLUME 2386, PAGE 2102; OFFICIAL RECORDS OF FORT BEND COUNTY, TEXAS) OUT OF THE ORIGINAL HELEN RAY HILLYER CALL 30 ACRE TRACT OF LAND (VOLUME 438, PAGE 488 DEED RECORDS OF FORT BEND COUNTY, TEXAS) BEING IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.**

**Executive Summary:** The Short Form Final Plat of KB Subdivision is located on the east side of State Highway 36, south of its intersection with Walger Avenue. It consists of 2.609 acres and two (2) nonresidential reserves.

The tract being subdivided consists of recently developed Millennium Motors and the adjacent small office building. It is proposed to be subdivided into two (2) reserves (2.402 and 0.207 acres respectively) under separate ownership. There are no regulations that would preclude this proposed subdivision and it has been submitted as a Short Form Final Plat due to the small number of reserves involved and access and utilities already being in place. Staff reviewed a survey with the proposed property lines overlaid to ensure that the existing buildings would comply with the minimum setbacks, etc.

Staff recommends that the Planning Commission recommend approval to City Council of the Short Form Final Plat of KB Subdivision.

**Key Discussion:**

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Casias inquired if there may be any parking issues with this subdivision.
- Mr. Tanner replied that these are existing buildings on the site. If there were redevelopment or improvements, then they may be required to confirm with the current standards. For now, these existing businesses are legally nonconforming. The goal of this plat is to provide for separate ownership.



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
H	<b>Resolution No. R-1954 – Right-of-Way Deed Acceptance (Louise Street and Avenue N)</b>

**ITEM/MOTION**

Consideration of and action on Resolution No. R-1954, a Resolution acknowledging the acceptance, by Right-of-Way Deed, of a 0.3030 tract of land situated in the James Lowery 1/3 League, Abstract Number 275 in Fort Bend County, Texas, and being out of and a part of the tract of land described in deed to Trinity Lutheran Church of Rosenberg, Texas, as recorded in Volume 388, Page 184 of the Fort Bend County Deed Records, and generally located at Louise Street and Avenue N, and associated with Trinity Lutheran Church expansion project.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1954

**MUD #:** N/A

**APPROVALS**

**Submitted by:**

*Travis Tanner*

Travis Tanner  
Executive Director Community Development

**Reviewed by:**

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

**Approved for Submittal to City Council:**

*Robert Gracia*

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

Trinity Lutheran Church ("Church") is located at 1512 Louise Street, which is generally the northwest intersection of Louise and Avenue N, consisting of approximately 2.5 acres. Church representatives met with City staff several months ago to discuss potentially further developing their property. One of the issues brought up at that time was the City's requirement to plat the property in order to obtain a building permit per City ordinance. At the time, staff informed the Church of a less costly and time consuming alternative to platting if they aren't subdividing the property, which is to simply dedicate any rights-of-way or easements that may be necessary and file a plat exemption form before a permit is issued. Staff identified, and the Church confirmed, that ten feet (10') of right-of-way was needed along Avenue N, since Avenue N is a collector street per the City's Major Thoroughfare Plan, and thirty feet (30') of right-of-way would be needed for Louise Street, since the Church currently owns in fee up to the centerline of the street. The Church had no objections to these dedications and submitted the attached deed and legal description for the City's review. Staff has reviewed and found no issues with the proposed deed. However, City Council action is required to formally authorize the acceptance, hence the item being placed on the Agenda. Staff recommends approval of Resolution No. R-1954 authorizing the acceptance.

**RESOLUTION NO. R-1954**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, A RESOLUTION ACKNOWLEDGING THE ACCEPTANCE, BY RIGHT-OF-WAY DEED, OF A 0.3030 TRACT OF LAND SITUATED IN THE JAMES LOWERY 1/3 LEAGUE, ABSTRACT NUMBER 275 IN FORT BEND COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE TRACT OF LAND DESCRIBED IN DEED TO TRINITY LUTHERAN CHURCH OF ROSENBERG, TEXAS, AS RECORDED IN VOLUME 388, PAGE 184 OF THE FORT BEND COUNTY DEED RECORDS, AND GENERALLY LOCATED AT LOUISE STREET AND AVENUE N, AND ASSOCIATED WITH TRINITY LUTHERAN CHURCH EXPANSION PROJECT.**

\* \* \* \* \*

**WHEREAS**, the City Council acknowledges that it is desirable and in the best interest of the City of Rosenberg ("City") to acquire right-of-way generally located at a site more particularly described in that certain Right-of-Way Deed, attached hereto as Exhibit "A" made a part hereof for all purposes; and,

**WHEREAS**, the City Council acknowledges that the subject property is necessary for public use and in order to provide for future needs, services, and infrastructure of the City; and,

**WHEREAS**, the City Council of the City of Rosenberg authorizes City Manager to execute said Right-of-Way Deed to acquire that certain real property; and,

**WHEREAS**, the City Council of the City acknowledges that negotiations have been successfully conducted; now, therefore,

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

Section 1. That the City Council of the City of Rosenberg acknowledges the acquisition of a certain right-of-way of a 0.3030 tract of land situated in the James Lowery 1/3 League, Abstract Number 275 in Fort Bend County, Texas, and being out of and a part of the tract of land described in deed to Trinity Lutheran Church of Rosenberg, Texas, as recorded in Volume 388, Page 184 of the Fort Bend County Deed Records, and generally located at Louise Street and Avenue N, and associated with Trinity Lutheran Church expansion project more particularly described in Exhibit "A" and made a part hereof for all purposes.

Section 2. That the City Manager is hereby authorized to execute and give effect to the any and all documentation necessary to acquire said property.

Section 3. That the City accepts the foregoing Right-of-Way Deed regarding acquisition of real property necessary for public use and in order to provide for future needs, services, and infrastructure of the City.

**READ, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

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

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

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**RIGHT OF WAY DEED**

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

That TRINITY LUTHERAN CHURCH OF ROSENBERG, TEXAS, whose address is 1512 Louise St, Rosenberg, Texas 77471-4523 ("Grantor"), for and in consideration of the growth, the requirements, and the benefits to accrue to the parties and the citizens of the City of Rosenberg, Texas, receipt of which is hereby acknowledged, has DEDICATED, GIVEN, GRANTED, AND CONVEYED and by these presents DOES DEDICATE, GIVE, GRANT, AND CONVEY, unto the said CITY OF ROSENBERG, TEXAS, a body corporate and politic under the laws of the State of Texas, whose address is 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471, all of the certain tract or parcel of land situated in the County of Fort Bend, State of Texas, as described in **Exhibit "A"** attached hereto, and shown in survey plat in **Exhibit "B"** attached hereto, both Exhibits being incorporated herein by this reference for all purposes.

To Have and To Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of Rosenberg, its successors and assigns forever for use as roadway right of way, subject to any and all conditions, agreements, and easements, previously conveyed, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the Fort Bend County Real Property Records, and save and except the following reservations and provisions:

The Grantor reserves all of the oil, gas and sulfur in and under said land; however, nothing in this reservation shall affect the rights of the City of Rosenberg to use said land and other minerals and materials thereon, therein or thereunder for roadway purposes, it being specifically understood that the City of Rosenberg and its assigns shall be vested with the title to and right to take and use, without additional compensation, any said, stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulfur, for the construction and maintenance of the Streets and Roads of the City of Rosenberg, Texas.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

TRINITY LUTHERAN CHURCH OF  
ROSENBERG, TEXAS,  
a Texas non-profit corporation,

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by  
\_\_\_\_\_, the \_\_\_\_\_ of Trinity Lutheran Church of Rosenberg, Texas,  
a Texas non-profit corporation, for and on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC,

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTEE:**

CITY OF ROSENBERG

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Rosenberg, Texas, a body corporate and politic under the laws of the State of Texas, for and on behalf of the City of Rosenberg.

\_\_\_\_\_  
NOTARY PUBLIC,

\_\_\_\_\_  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

\_\_\_\_\_

## Legal Description

BEING a 0.3030 of an acre (13,200 square foot) tract of land situated in the James Lowery 1/3 League, Abstract Number 275 in Fort Bend County, Texas, and being out of and a part of the tract of land described in deed to Trinity Lutheran Church of Rosenberg, Texas as recorded in Volume 388, Page 184 of the Fort Bend County Deed Records, said 0.3030 of an acre tract of land being more particularly described as follows with bearings based on the Texas Coordinate System of 1983, South Central Zone:

**BEGINNING** a 5/8 inch iron rod found for the southeast corner of Lot 8, Block 1 of A REPLAT OF JANCA SUBDIVISION according to the map thereof recorded in Volume 254, Pages 92-94A of the Fort Bend County Deed Records in the west right-of-way line of Louise Street (a 60 foot wide right-of-way) as recorded in Volume 250, Page 183 and by easement recorded in Volume 249, Page 430 both of the Fort Bend County Deed Records and being the northwest corner of the herein described tract of land;

THENCE departing the west right-of-way line of said Louise Street, North 87 degrees 41 minutes 30 seconds East, a distance of 30.00 feet to the centerline of said Louise Street for the northeast corner of the herein described tract of land;

THENCE with the centerline of said Louise Street, South 02 degrees 38 minutes 30 seconds East, a distance of 340.00 feet to the north right-of-way line of Avenue N (approximately 70 feet wide right-of-way line, at this point) as recorded under Slide Number 2320A of the Fort Bend County Plat Records and being the southeast corner of the herein described tract of land;

THENCE with the north right-of-way line of Avenue N, South 87 degrees 41 minutes 30 seconds West, a distance of 330.00 feet to the east right-of-way line of Damon Street (a 80 foot wide right-of-way) as recorded in Volume 239, Page 137 and Volume 244, Page 504 both of the Fort Bend County Deed Records for the southwest corner of the herein described tract of land;

THENCE departing the north right-of-way line of said Avenue N with the east right-of-way line of said Damon Street, North 02 degrees 38 minutes 30 seconds West, a distance of 10.00 feet to a 5/8 inch iron rod with cap stamped "MCKIM CREED" set for the new southwest corner of said Trinity Lutheran Church of Rosenberg, Texas tract and being an angle point in the herein described tract of land;

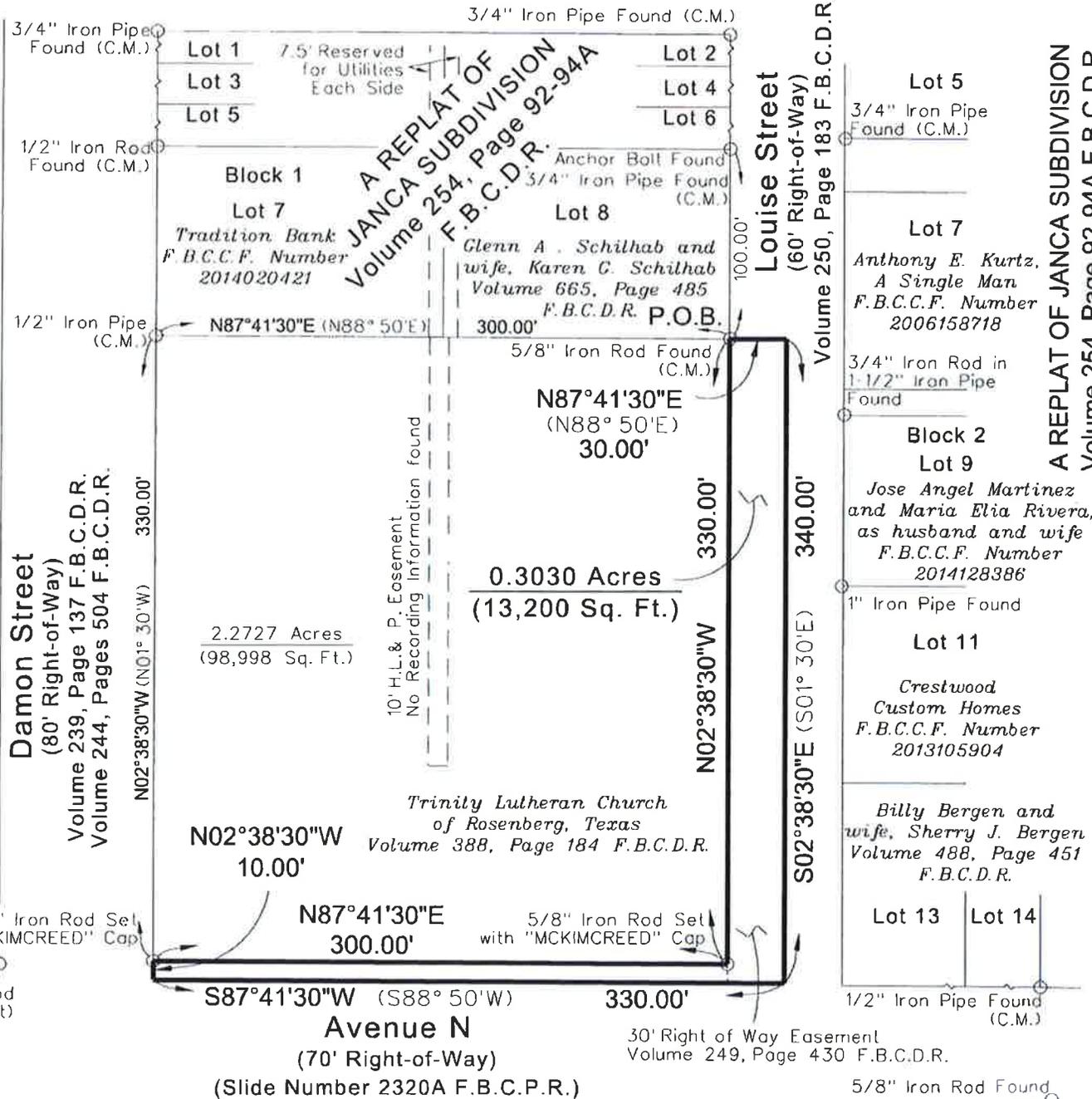
THENCE departing the east right-of-way line of said Damon Street with the new south line of said Trinity Lutheran Church of Rosenberg, Texas tract, North 87 degrees 41 minutes 30 seconds East, a distance of 300.00 feet to a 5/8 inch iron rod with cap stamped "MCKIM CREED" set for the new southeast corner of said Trinity Lutheran Church of Rosenberg, Texas tract in the west right-of-way line of said Louise Street and being an angle point in the herein described tract of land;

THENCE with the west right-of-way line of said Louise Street, North 02 degrees 38 minutes 30 seconds West, a distance of 330.00 feet to the **POINT OF BEGINNING** and containing 0.3030 of an acre (13,200 square feet) of land.

# JAMES LOWERY 1/3 LEAGUE, ABSTRACT NUMBER 275

**Avenue L**  
(60' Right-of-Way)

Volume 250, Pages 183-186 F.B.C.D.R.



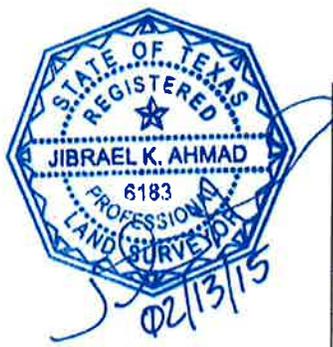
City of Rosenberg  
Volume 248, Page 418 F.B.C.D.R.

**Damon Street**  
(80' Right-of-Way)  
Volume 239, Page 137 F.B.C.D.R.  
Volume 244, Pages 504 F.B.C.D.R.

A REPLAT OF JANCA SUBDIVISION  
Volume 254, Page 92-94A F.B.C.D.R.

## EXHIBIT "A"

LOUISE STREET AND AVENUE "N" RIGHT-OF-WAY DEDICATION TRACT OUT OF THE JAMES LOWERY 1/3 LEAGUE, ABSTRACT NUMBER 275 ROSENBERG, FORT BEND COUNTY, TEXAS



5/8" Iron Rod Found with Unreadable Cap

CM - Controlling Monument

**MCKIM & CREED**  
ENGINEERS, SURVEYORS, PLANNERS  
9960 West Sam Houston Parkway South, Suite 200  
Houston, TX 77099  
713.659.0021  
www.mckimcreed.com  
TBPLS Firm Registration No. 101776-00

SCALE: 1" = 80'	JOB NO. 06677-0003
DATE: February 13, 2015	DRN: GAH



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
2	Resolution No. R-1948 - Opposing Legislative Revenue Cap on Property Taxes

### ITEM/MOTION

Consideration of and action on Resolution No. R-1948, a Resolution in opposition to a revenue cap and legislative interference with local services.

### 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-1948
2. Texas Senate Bill No. 182
3. Sample Correspondence to Texas Representatives

### APPROVALS

#### Submitted by:

**Vincent M. Morales, Jr./rl**

Vincent M. Morales, Jr.  
Mayor

#### Reviewed by:

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

#### Approved for Submittal to City Council:

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

Senate Bill No. 182 has been introduced to the Texas State Senate for the purpose of imposing a cap on revenue generated by City property taxes. This proposed legislation would have a minimal effect on the individual property owner's taxes but would have a dramatic impact on a City's ability to provide essential services.

Resolution No. R-1948 has been included to allow for City Council to provide its support for the opposition of such legislation.

**RESOLUTION NO. R-1948**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, IN OPPOSITION TO A REVENUE CAP AND LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES.**

\* \* \* \* \*

**WHEREAS**, bills have been introduced to cap the amount of property tax revenue cities can collect each year in a misguided effort to reduce the property tax burden on homeowners and businesses; and,

**WHEREAS**, currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase; and,

**WHEREAS**, bills have been introduced to replace that eight percent “rollback rate” with a hard cap of four percent and require mandatory elections on an increase over four percent – all with the false claim that this would provide property tax relief; and,

**WHEREAS**, according to the state comptroller’s latest survey of property tax rates in 1,002 cities in Texas, 67 percent of cities raised their property taxes by less than four percent from 2012 to 2013, and 37 percent of cities actually reduced their property taxes; and,

**WHEREAS**, that means property owners in at least 669 Texas cities would have seen no reduction in their city property taxes if the four percent cap had been in effect; and,

**WHEREAS**, while the savings to individual taxpayers are very small or even non-existent, a four percent cap could represent a loss in vital city services; and,

**WHEREAS**, cities collect just 16 percent of the property taxes levied in Texas, and most of the property taxes paid by Texans (55 percent) go to school districts; and,

**WHEREAS**, according to the comptroller’s report, the total amount of property taxes collected by cities rose by 3.61 percent between 2012 and 2013, while school district tax collections rose by more than twice that rate or 7.72 percent; and,

**WHEREAS**, school property taxes have been rising because the legislature continues to reduce the state’s share of funding for schools, which forces districts to get more revenue from property taxes; now, therefore,

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

Section 1. That all of the above recitals are true and correct.

Section 2. That the City Council of the City of Rosenberg, Texas, is OPPOSED to the legislative imposition of a revenue cap and legislative interference with local services.

Section 3. That imposing a revenue cap on cities:

- a) Does not provide meaningful tax relief;
- b) Robs cities of the ability to meet local needs; and,
- c) Diverts attention from the real cause of higher property taxes, which is the legislature's failure to address the problem of school funding.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **CITY SECRETARY**

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

By: Bettencourt

S.B. No. 182

A BILL TO BE ENTITLED  
AN ACT

relating to the calculation of the ad valorem rollback tax rates of certain taxing units.

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

SECTION 1. Section 26.04, Tax Code, is amended by amending Subsection (c) and adding Subsections (c-1) and (c-2) to read as follows:

(c) An officer or employee designated by the governing body shall calculate the effective tax rate and the rollback tax rate for the unit, where:

(1) "Effective tax rate" means a rate expressed in dollars per \$100 of taxable value calculated according to the following formula:

EFFECTIVE TAX RATE = (LAST YEAR'S LEVY - LOST PROPERTY LEVY) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)  
; and

(2) "Rollback tax rate" means a rate expressed in dollars per \$100 of taxable value calculated according to the following formula:

ROLLBACK TAX RATE = (EFFECTIVE MAINTENANCE AND OPERATIONS RATE x 1.04 [~~1.08~~]) + CURRENT DEBT RATE

(c-1) Notwithstanding any other provision of this section, the designated officer or employee may substitute "1.08" for "1.04" in the calculation of the rollback tax rate if:

(1) any part of the taxing unit is located in an area declared a disaster area by the governor or the president of the United States during the current tax year.

SECTION 2. Section 26.041, Tax Code, is amended by amending Subsections (a), (b), and (c) and adding Subsections (c-1) and (c-2) to read as follows:

(a) In the first year in which an additional sales and use tax is required to be collected, the effective tax rate and rollback tax rate for the unit are calculated according to the following formulas:

EFFECTIVE TAX RATE = [(LAST YEAR'S LEVY - LOST PROPERTY LEVY) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] - SALES TAX GAIN RATE  
and

ROLLBACK TAX RATE = (EFFECTIVE MAINTENANCE AND OPERATIONS RATE x 1.04 [~~1.08~~]) + CURRENT DEBT RATE - SALES TAX GAIN RATE

where "sales tax gain rate" means a number expressed in dollars per \$100 of taxable value, calculated by dividing the revenue that will be generated by the additional sales and use tax in the following year as calculated under Subsection (d) [~~of this section~~] by the current total value.

(b) Except as provided by Subsections (a) and (c) [~~of this section~~], in a year in which a taxing unit imposes an additional sales and use tax the rollback tax rate for the unit is calculated according to the following formula, regardless of whether the unit levied a property tax in the preceding year:

ROLLBACK TAX RATE = [(LAST YEAR'S MAINTENANCE AND

OPERATIONS EXPENSE x 1.04 [~~1.08~~] / ([~~TOTAL~~] CURRENT  
 TOTAL VALUE - NEW PROPERTY VALUE)] + (CURRENT DEBT  
 RATE - SALES TAX REVENUE RATE)

where "last year's maintenance and operations expense" means the amount spent for maintenance and operations from property tax and additional sales and use tax revenues in the preceding year, and "sales tax revenue rate" means a number expressed in dollars per \$100 of taxable value, calculated by dividing the revenue that will be generated by the additional sales and use tax in the current year as calculated under Subsection (d) [~~of this section~~] by the current total value.

(c) In a year in which a taxing unit that has been imposing an additional sales and use tax ceases to impose an additional sales and use tax the effective tax rate and rollback tax rate for the unit are calculated according to the following formulas:

EFFECTIVE TAX RATE = [(LAST YEAR'S LEVY - LOST PROPERTY  
 LEVY) / (CURRENT TOTAL VALUE - NEW PROPERTY VALUE)] +  
 SALES TAX LOSS RATE

and

ROLLBACK TAX RATE = [(LAST YEAR'S MAINTENANCE AND  
 OPERATIONS EXPENSE x 1.04 [~~1.08~~] / ([~~TOTAL~~] CURRENT  
 TOTAL VALUE - NEW PROPERTY VALUE)] + CURRENT DEBT RATE

where "sales tax loss rate" means a number expressed in dollars per \$100 of taxable value, calculated by dividing the amount of sales and use tax revenue generated in the last four quarters for which the information is available by the current total value and "last year's maintenance and operations expense" means the amount spent for maintenance and operations from property tax and additional sales and use tax revenues in the preceding year.

(c-1) Notwithstanding any other provision of this section, the designated officer or employee may substitute "1.08" for "1.04" in the calculation of the rollback tax rate if:

(1) any part of the taxing unit is located in an area declared a disaster area by the governor or the president of the United States during the current tax year.

SECTION 3. Section 26.08, Tax Code, is amended by amending Subsections (a), (b), (d), (d-1) and (d-2) to read as follows:

Sec. 26.08. ELECTION TO RATIFY [~~SCHOOL~~] TAXES. (a) If the governing body of a taxing unit [~~school district~~] adopts a tax rate that exceeds the taxing unit's [~~district's~~] rollback tax rate, the registered voters of the taxing unit [~~district~~] at an election held for that purpose must determine whether to approve the adopted tax rate. When increased expenditure of money by a taxing unit [~~school district~~] is necessary to respond to a disaster, including a tornado, hurricane, flood, or other calamity, but not including a drought, that has impacted a taxing unit [~~school district~~] and the governor has requested federal disaster assistance for the area in which the taxing unit [~~school district~~] is located, an election is not required under this section to approve the tax rate adopted by the governing body for the year following the year in which the disaster occurs.

(b) The governing body shall order that the election be held in the taxing unit [~~school district~~] on a date not less than 30 or more than 90 days after the day on which it adopted the tax rate. Section 41.001, Election Code, does not apply to the election unless a date specified by that section falls within the time permitted by this section. At the election, the ballots shall be prepared to permit voting for or against the proposition:

"Approving the ad valorem tax rate of \$\_\_\_\_\_ per \$100 valuation in (name of taxing unit [~~school district~~]) for the current year, a rate that is \$\_\_\_\_\_ higher per \$100 valuation than the school district rollback tax rate." The ballot proposition must include the

adopted tax rate and the difference between that rate and the rollback tax rate in the appropriate places.

(d) If the proposition is not approved as provided by Subsection (c), the governing body may not adopt a tax rate for the taxing unit [~~school district~~] for the current year that exceeds the taxing unit's [~~school district's~~] rollback tax rate.

(d-1) If, after tax bills for the taxing unit [~~school district~~] have been mailed, a proposition to approve the taxing unit's [~~school district's~~] adopted tax rate is not approved by the voters of the taxing unit [~~district~~] at an election held under this section, on subsequent adoption of a new tax rate by the governing body of the taxing unit [~~district~~], the assessor for the taxing unit [~~school~~] shall prepare and mail corrected tax bills. The assessor shall include with each bill a brief explanation of the reason for and effect of the corrected bill. The date on which the taxes become delinquent for the year is extended by a number of days equal to the number of days between the date the first tax bills were sent and the date the corrected tax bills were sent.

(d-2) If a property owner pays taxes calculated using the originally adopted tax rate of the taxing unit [~~school district~~] and the proposition to approve the adopted tax rate is not approved by voters, the taxing unit [~~school district~~] shall refund the difference between the amount of taxes paid and the amount due under the subsequently adopted rate if the difference between the amount of taxes paid and the amount due under the subsequent rate is \$1 or more. If the difference between the amount of taxes paid and the amount due under the subsequent rate is less than \$1, the taxing unit [~~school district~~] shall refund the difference on request of the taxpayer. An application for a refund of less than \$1 must be made within 90 days after the date the refund becomes due or the taxpayer forfeits the right to the refund.

SECTION 4. Section 49.236, Water Code, as added by Chapters 248 (H.B. 1541) and 335 (S.B. 392), Acts of the 78th Legislature, Regular Session, 2003, is reenacted and amended to read as follows:

Sec. 49.236. NOTICE OF TAX HEARING. (a) Before the board adopts an ad valorem tax rate for the district for debt service, operation and maintenance purposes, or contract purposes, the board shall give notice of each meeting of the board at which the adoption of a tax rate will be considered. The notice must:

(1) contain a statement in substantially the following form:

"NOTICE OF PUBLIC HEARING ON TAX RATE

"The (name of the district) will hold a public hearing on a proposed tax rate for the tax year (year of tax levy) on (date and time) at (meeting place). Your individual taxes may increase or decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

"(Names of all board members and, if a vote was taken, an indication of how each voted on the proposed tax rate and an indication of any absences.)";

(2) contain the following information:

(A) the district's total adopted tax rate for the preceding year and the proposed tax rate, expressed as an amount per \$100;

(B) the difference, expressed as an amount per \$100 and as a percent increase or decrease, as applicable, in the proposed tax rate compared to the adopted tax rate for the preceding year;

(C) the average appraised value of a residence homestead in the district in the preceding year and in the current year; the district's total homestead exemption, other than an

exemption available only to disabled persons or persons 65 years of age or older, applicable to that appraised value in each of those years; and the average taxable value of a residence homestead in the district in each of those years, disregarding any homestead exemption available only to disabled persons or persons 65 years of age or older;

(D) the amount of tax that would have been imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in that year, disregarding any homestead exemption available only to disabled persons or persons 65 years of age or older;

(E) the amount of tax that would be imposed by the district in the current year on a residence homestead appraised at the average appraised value of a residence homestead in that year, disregarding any homestead exemption available only to disabled persons or persons 65 years of age or older, if the proposed tax rate is adopted; and

(F) the difference between the amounts of tax calculated under Paragraphs (D) and (E), expressed in dollars and cents and described as the annual percentage increase or decrease, as applicable, in the tax to be imposed by the district on the average residence homestead in the district in the current year if the proposed tax rate is adopted; and

(3) contain a statement in substantially the following form:

"NOTICE OF TAXPAYERS' RIGHT TO ROLLBACK ELECTION

"If taxes on the average residence homestead increase by more than four [~~eight~~] percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the rollback tax rate under Section 49.236(d), Water Code."

(b) Notice of the hearing shall be:

(1) published at least once in a newspaper having general circulation in the district at least seven days before the date of the hearing; or

(2) mailed to each owner of taxable property in the district, at the address for notice shown on the most recently certified tax roll of the district, at least 10 days before the date of the hearing.

(c) The notice provided under this section may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper of general circulation, and the headline on the notice must be in 18-point or larger type.

(d) If the governing body of a district adopts a combined debt service, operation and maintenance, and contract tax rate that would impose more than 1.04 [~~1.08~~] times the amount of tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, disregarding any homestead exemption available only to disabled persons or persons 65 years of age or older, the qualified voters of the district by petition may require that an election be held to determine whether [~~or not~~] to reduce the tax rate adopted for the current year to the rollback tax rate in accordance with the procedures provided by Sections 26.07(b)-(g) and 26.081, Tax Code. For purposes of Sections 26.07(b)-(g) and this subsection, the rollback tax rate is the current year's debt service and contract tax rates plus the operation and maintenance tax rate that would impose 1.04 [~~1.08~~] times the amount of the operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that

year, disregarding any homestead exemption available only to disabled persons or persons 65 years of age or older.

(e) Notwithstanding any other provision of this section, the board may substitute "eight percent" for "four percent" in Subsection (a) and "1.08" for "1.04" in Subsection (d) if:

(1) any part of the district is located in an area declared a disaster area by the governor or the president of the United States during the current tax year.

SECTION 5. Section 26.07, Tax Code is repealed.

SECTION 6. (a) The change in law made by this Act applies to the ad valorem tax rate of a taxing unit beginning with the 2015 tax year, except as provided by Subsection (b) of this section.

(b) If the governing body of a taxing unit adopted an ad valorem tax rate for the taxing unit for the 2015 tax year before the effective date of this Act, the change in law made by this Act applies to the ad valorem tax rate of that taxing unit beginning with the 2016 tax year, and the law in effect when the tax rate was adopted applies to the 2015 tax year with respect to that taxing unit.

SECTION 7. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect on the 91st day after the last day of the legislative session.



April 08, 2015

The Honorable Senator Joan Huffman  
 Texas State Senate District 17  
 P.O. Box 12068, Capitol Station  
 Austin, Texas 78711

Dear Senator Huffman:

Bills have been introduced to cap the amount of property tax revenue cities can collect each year in a misguided effort to reduce the property tax burden on homeowners and businesses. I am writing on behalf of the City of Rosenberg to express our opposition to any legislation, such as S.B. 182.

Currently, if a Texas city increases property tax collections by more than eight percent over the previous year, voters can petition for an election to rollback the increase. Senate Bill 182 would replace that eight percent “rollback rate” with a hard cap of four percent and require mandatory elections on an increase over four percent – all with the false claim that this would provide property tax relief.

The bill would provide essentially zero tax relief for Texans. If the four percent cap on city property tax increases had been in effect in 2013, the owner of a homestead in the City of Dallas with an assessed value of \$250,000 would have seen a “cut” in city property taxes of \$33.10 annually or about \$2.75 per month. The tax savings would have been *even less* if the homeowner was disabled or elderly and qualified for additional exemptions.

According to the state comptroller’s latest survey of property tax rates in 1,002 cities in Texas, 67 percent of cities raised their property taxes by *less than four percent* from 2012 to 2013, and 37 percent of cities actually reduced their property taxes. That means property owners in at least 669 Texas cities would have seen *no reduction in their city property taxes* if the four percent cap had been in effect.

While the savings to individual taxpayers are very small or even non-existent, a four percent cap could hit city services hard. The following chart shows how much a four percent revenue cap would save homeowners in several cities, and what it represents in terms of city services.

City	4% Revenue Cap Savings for \$250,000 Homeowner Yearly	Potential Revenue Loss	Represents What In City Budget?
McKinney	\$29.65	\$1,411,863	7 police officers and 4 fire fighter salaries and benefits
Tyler	\$14.73	\$458,468	Traffic management enhancements, fire station and park improvements
San Juan	\$45.32	\$148,496	Police and fire personnel, equipment and gear, salary funding for 12 lifeguards, and pool repairs
Orange	\$33.83	\$150,672	6 police vehicles
Midland	\$8.51	\$301,896	2 police officer salaries and benefits and maintenance of the city traffic signal system

Cities are not the cause of high property taxes in Texas. Cities collect just 16 percent of the property taxes levied in Texas. Most of the property taxes paid by Texans (55 percent) go to school districts. According to the comptroller's report, the total amount of property taxes collected by cities rose by 3.61 percent between 2012 and 2013, while school district tax collections rose by more than twice that rate or 7.72 percent. School property taxes have been rising because the legislature continues to reduce the state's share of funding for schools which forces districts to get more revenue from property taxes.

What's the bottom line? Reducing the rollback rate for city property taxes: (1) does not provide meaningful tax relief; (2) robs cities of the ability to meet local needs; and (3) diverts attention from the real cause of higher property taxes.

Thank you for your consideration and please do not hesitate to contact me if I can be of any assistance to you.

Sincerely,

Vincent M. Morales, Jr.  
Mayor

attach: Resolution No. R-1948

SAMPLE



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
3	Municipal Utility District Operations and Dissolutions Discussion

### ITEM/MOTION

Review and discuss overview regarding Municipal Utility District operations and dissolutions, 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. MUD Overview - 2015

### APPROVALS

**Submitted by:****Jeanne H. McDonald/ks**Jeanne H. McDonald  
Attorney**Reviewed by:**

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

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

### EXECUTIVE SUMMARY

A Municipal Utility District (MUD) is a political subdivision of the State of Texas authorized by the Texas Commission of Environmental Quality (TCEQ) to provide improvements such as water, sewage, drainage and other services within the MUD boundaries. MUDs are primarily a funding mechanism for the capital outlay necessary to provide said improvements. This item has been included on the Agenda to offer City Council an opportunity to receive and discuss information regarding MUD creation and dissolution.

## Municipal Utility Districts

ISSUE	MUD
Method of creation	Through TCEQ or by Legislature
City Support	Legislators require proof of City support for the district to carry the bill.
Customary Agreements	<ol style="list-style-type: none"> <li>1. Resolution of the City consenting to the creation of the district including restrictions</li> <li>2. Development Agreement with developer/landowner</li> <li>3. Utility Agreement with the district</li> <li>4. GRP Participation Agreement with the district</li> <li>5. Strategic Partnership Agreement for ETJ districts</li> <li>6. Fire Protection Agreement for ETJ districts</li> </ol>
Number of Directors	5
Director Selection	Initial directors appointed by TCEQ or in the legislation, thereafter elected (4 year terms with election in May of even numbered years) Vacancy in an unexpired term filled by the board.
Director eligibility requirements	18 and live in district or own property in district
Director compensation	Up to \$150 per diem plus expense reimbursement
Funding Sources	Tax (both debt and maintenance purposes), Water and Sewer charges if the district operates its own plant Standby and impact fees (rarely imposed)
Powers	Water, sewer, drainage, recreational facilities. Able to obtain additional powers to provide fire protection services and roads.
Dissolution	City can dissolve an in-city MUD, City must first annex an ETJ MUD before dissolution.
Effect of dissolution	City steps into the shoes of the district and assumes all its rights and obligations, including bond payments.
Reasons MUDs Are Used	<ol style="list-style-type: none"> <li>1. Users pay for the facilities they need to serve the property in the district.</li> <li>2. City does not need to incur debt to allow development.</li> <li>3. City reviews and approves the plans for all facilities constructed by the MUD to assure they will integrate easily into the City's system when the MUD is dissolved.</li> <li>4. City can wait to annex/dissolve until the debt is paid off or covered by the City tax rate.</li> </ol>



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
4	Municipal Utility District No. 218 Support
<b>ITEM/MOTION</b>	
Review and discuss proposed support for legislation creating Fort Bend Municipal Utility District No. 218, and take action as necessary.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

1. House Bill No. 4126
2. Location Map
3. Draft Correspondence

**MUD #:** N/A

**APPROVALS**

**Submitted by:**

**Jeanne H. McDonald/ks**

Jeanne H. McDonald  
Attorney

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

One part of the Municipal Utility District (MUDs) approval process is consideration of the MUDs legislative language by the Texas Legislature. MUD No. 218 has submitted legislation for the creation of their MUD. You will find House Bill No. 4126 attached. The developer, D.R. Horton, is seeking support from the City for the legislation.

This Agenda item should not be considered approval of the MUD District itself, but simply demonstrates approval of their legislation as they seek approval from our legislators in order to create the MUD District. The City may withdraw its support at any time.

Should City Council look favorably upon this request, staff will finalize and send the draft correspondence provided.

84R5614 TSR-F

By: Zerwas

H.B. No. 4126

A BILL TO BE ENTITLED

AN ACT

relating to the creation of the Fort Bend County Municipal Utility District No. 218; granting a limited power of eminent domain; providing authority to issue bonds; providing authority to impose assessments, fees, and taxes.

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

SECTION 1. Subtitle F, Title 6, Special District Local Laws Code, is amended by adding Chapter 7927 to read as follows:

CHAPTER 7927. FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO.

218

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 7927.001. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Commission" means the Texas Commission on Environmental Quality.

(3) "Director" means a board member.

(4) "District" means the Fort Bend County Municipal Utility District No. 218.

Sec. 7927.002. NATURE OF DISTRICT. The district is a municipal utility district created under Section 59, Article XVI, Texas Constitution.

Sec. 7927.003. CONFIRMATION AND DIRECTORS' ELECTION REQUIRED.

The temporary directors shall hold an election to confirm the creation of the district and to elect five permanent directors as provided by Section 49.102, Water Code.

Sec. 7927.004. CONSENT OF MUNICIPALITY REQUIRED. The temporary directors may not hold an election under Section 7927.003 until each municipality in whose corporate limits or extraterritorial jurisdiction the district is located has consented by ordinance or resolution to the creation of the district and to the inclusion of land in the district.

Sec. 7927.005. FINDINGS OF PUBLIC PURPOSE AND BENEFIT. (a) The district is created to serve a public purpose and benefit.

(b) The district is created to accomplish the purposes of:

(1) a municipal utility district as provided by general law and Section 59, Article XVI, Texas Constitution; and

(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 7927.006. INITIAL DISTRICT TERRITORY. (a) The district is initially composed of the territory described by Section 2 of the Act enacting this chapter.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake made in the field notes or in copying the field notes in the legislative

process does not affect the district's:

- (1) organization, existence, or validity;
- (2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on a bond;
- (3) right to impose a tax; or
- (4) legality or operation.

SUBCHAPTER B. BOARD OF DIRECTORS

Sec. 7927.051. GOVERNING BODY; TERMS. (a) The district is governed by a board of five elected directors.

(b) Except as provided by Section 7927.052, directors serve staggered four-year terms.

Sec. 7927.052. TEMPORARY DIRECTORS. (a) On or after September 1, 2015, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as temporary directors the five persons named in the petition. The commission shall appoint as temporary directors the five persons named in the petition.

(b) Temporary directors serve until the earlier of:

(1) the date permanent directors are elected under Section 7927.003; or

(2) September 1, 2019.

(c) If permanent directors have not been elected under Section 7927.003 and the terms of the temporary directors have

expired, successor temporary directors shall be appointed or reappointed as provided by Subsection (d) to serve terms that expire on the earlier of:

(1) the date permanent directors are elected under Section 7927.003; or

(2) the fourth anniversary of the date of the appointment or reappointment.

(d) If Subsection (c) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor temporary directors the five persons named in the petition. The commission shall appoint as successor temporary directors the five persons named in the petition.

#### SUBCHAPTER C. POWERS AND DUTIES

Sec. 7927.101. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

Sec. 7927.102. MUNICIPAL UTILITY DISTRICT POWERS AND DUTIES. The district has the powers and duties provided by the general law of this state, including Chapters 49 and 54, Water Code, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution.

Sec. 7927.103. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design,

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acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 7927.104. ROAD STANDARDS AND REQUIREMENTS. (a) A road project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

Sec. 7927.105. COMPLIANCE WITH MUNICIPAL CONSENT ORDINANCE OR RESOLUTION. The district shall comply with all applicable requirements of any ordinance or resolution that is adopted under Section 54.016 or 54.0165, Water Code, and that consents to the creation of the district or to the inclusion of land in the district.

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

Sec. 7927.151. ELECTIONS REGARDING TAXES OR BONDS. (a) The

district may issue, without an election, bonds and other obligations secured by:

- (1) revenue other than ad valorem taxes; or
- (2) contract payments described by Section 7927.153.

(b) The district must hold an election in the manner provided by Chapters 49 and 54, Water Code, to obtain voter approval before the district may impose an ad valorem tax or issue bonds payable from ad valorem taxes.

(c) The district may not issue bonds payable from ad valorem taxes to finance a road project unless the issuance is approved by a vote of a two-thirds majority of the district voters voting at an election held for that purpose.

Sec. 7927.152. OPERATION AND MAINTENANCE TAX. (a) If authorized at an election held under Section 7927.151, the district may impose an operation and maintenance tax on taxable property in the district in accordance with Section 49.107, Water Code.

(b) The board shall determine the tax rate. The rate may not exceed the rate approved at the election.

Sec. 7927.153. CONTRACT TAXES. (a) In accordance with Section 49.108, Water Code, the district may impose a tax other than an operation and maintenance tax and use the revenue derived from the tax to make payments under a contract after the provisions of the contract have been approved by a majority of the district voters voting at an election held for that purpose.

(b) A contract approved by the district voters may contain a

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provision stating that the contract may be modified or amended by the board without further voter approval.

SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

Sec. 7927.201. AUTHORITY TO ISSUE BONDS AND OTHER OBLIGATIONS. The district may issue bonds or other obligations payable wholly or partly from ad valorem taxes, impact fees, revenue, contract payments, grants, or other district money, or any combination of those sources, to pay for any authorized district purpose.

Sec. 7927.202. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the board shall provide for the annual imposition of a continuing direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding as required and in the manner provided by Sections 54.601 and 54.602, Water Code.

Sec. 7927.203. BONDS FOR ROAD PROJECTS. At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

SECTION 2. The Fort Bend County Municipal Utility District No. 218 initially includes all the territory contained in the following area:

A 232.215 acre, or 10,115,268 square feet more or less tract of land, being all of that 250 acre tract of land conveyed to Frank

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Chalupa and described in a deed recorded in Volume 182, Page 194 of the Deed Records of Fort Bend County, Texas, subsequently divided into seven parcels and conveyed as follows: 41.58 acres conveyed to Edwin G. Chalupa et al in a deed recorded in Volume 708, Page 5, corrected in document recorded in Volume 753, Page 746, Deed Records of Fort Bend County, Texas, subsequently conveyed to Patrick B. Chalupa, Melissa K. Chalupa aka Melissa Chalupa Gonzalez by deeds recorded in Document Numbers 9621563, 2007000110, 2007061950, 2014005282, and 2014005283 of the Official Public Records of Fort Bend County, Texas; 41.58 acres conveyed to Robert E. Chalupa et al by deed recorded in Volume 708, Page 9, corrected in Document recorded in Volume 753, Page 746, Deed Records of Fort Bend County, Texas; 41.58 acres conveyed to Bessie R. Polasek, Jerry William Polasek and Bessie R. Polasek as Trustee for Jerry Wayne Polasek, Michael Polasek and Deborah Renee Polasek, by deed recorded in Volume 708, Page 16, corrected in document recorded in Volume 753, Page 746, Deed Records of Fort Bend County, Texas, and being the same tract subsequently conveyed to Michael Polasek, Jerry Wayne Polasek and Deborah Renee Polasek Macha by deeds recorded in Document Numbers 9468263, 9468264, 946826, 09468266, 9468267, 8468268, 9459082, 9469083, and 9469084 of the Official Public Records of Fort Bend County, Texas; 41.58 acres conveyed to Anastazie M. Stasney, et al by deed recorded in Volume 705, Page 1, corrected in document recorded in Volume 753, Page 746, Deed Records of Fort Bend County, Texas, and being the same tract

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subsequently conveyed to Alan Wayne Stasney by deeds recorded in Document Numbers 9504686, 2006162504, and 2013128230 of the Official Public Records of Fort Bend County, Texas; 41.58 acres conveyed to John J. Chalupa, Trustee for the benefit of Delores Chalupa in accordance with the Frank and Amalie Chalupa Trust III, by deed recorded in Volume 707, Page 932, corrected in document recorded in Volume 753, Page 748, Deed Records of Fort Bend County, Texas; 20.2239 acres being a portion of 41.58 acres conveyed to John J. Chalupa by deed recorded in Volume 708 Page 13, corrected in document recorded in Volume 753, Page 746, Deed Records of Fort Bend County, Texas, and being the same tract of land conveyed by deed recorded in Document Number 9468272, Official Public Records of Fort Bend County, Texas, to Bessie Polasek and Anastazie Stasney, Co-Trustees for Bessie Polasek pursuant to Testamentary Trust created by the Last Will and Testament of John J. Chalupa, admitted to probate on August 10, 1992, in Cause No. 12,545, in the Probate Court of Fort Bend County, Texas; and 21.4413 acre portion of 41.58 acres conveyed to John J. Chalupa by deed recorded in Volume 708, Page 13, corrected in document recorded in Volume 753, Page 746, Deed Records of Fort Bend County, Texas, and being the same tract of land conveyed by deed recorded in Document Number 9468271, Official Public Records of Fort Bend County, Texas, to Bessie Polasek and Anastazie Stasney, Co-Trustees for Anastazie Stasney pursuant to Testamentary Trust created by the Last Will and Testament of John J. Chalupa, admitted to probate on August 10,

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1992, in Cause No. 12,545, in the Probate Court of Fort Bend County, Texas, all situated in the W. Lusk Survey, Abstract 276, and the E. Wheat Survey, Abstract 396, partially in the City of Rosenberg and partially in the Rosenberg Extra-Territorial Jurisdiction, Fort Bend County, Texas. Said 232.215 acre tract of land being more fully described as follows, with bearings based on the Texas State Plane Coordinate System, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

BEGINNING: At a set 5/8 inch iron rod with yellow cap marked "Pape Dawson" at the northwest corner of said 250 acre tract of land described in Volume 182, Page 194 of the Deed Records of Fort Bend County, Texas, also being the northwest corner of said 41.58 acres conveyed to Edwin G. Chalupa et al in a deed recorded in Volume 708, page 5 of the Deed Records of Fort Bend County, Texas, and the northwest corner of a 0.476 acre right-of-way easement conveyed to the State of Texas and described in Volume 522, Page 45 of the Deed Records of Fort Bend County, Texas for Minonite Road (also known as F.M. 2977), a 100-foot wide right-of-way as shown on the right-of-way map prepared for the Texas Department of Transportation under CSJ 3048-1-4, also being the southwest corner of a 0.977 acre tract of land conveyed to NGR Texas Power LLC in a document recorded in Clerk's File No. 2007089660 and described in Clerk's File No. 2007019710 of the Official Public Records of Fort Bend County, Texas, and the southwest corner of a 0.093 of an acre

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right-of-way easement conveyed to the State of Texas for said Minonite Road and described in Volume 522, Page 36 of the Deed Records of Fort Bend County, Texas;

THENCE: S67°37'36"E, along and with the northeast line of said 250 acre tract, the southwest line of said 0.977 acre tract, passing the northeast corner of said 0.476 acre right-of-way easement and southeast corner of said 0.093 acre right-of-way easement at a distance of 9.00 feet, from which a found 3/4 inch iron pipe bears N67°37'36"W, a distance of 0.28 feet, passing the southeast corner of said 0.977 acre tract, the southwest corner of a 4.1687 acre tract of land conveyed to HV Asset, LLC and described in Clerk's File No. 2014072568 of the Official Public Records Fort Bend County, Texas, at an additional distance of 91.00 feet, passing the southeast corner of said 4.1687 acre tract, the southwest corner of a 27.550 acre tract of land conveyed to Community Focus Foundation, A Texas Foundation and described in Clerk's File No. 2013053843 of the Official Public Records of Fort Bend County, Texas at an additional distance of 368.89 feet, from which a found 3/4 inch iron pipe bears S22°22'24"W, a distance of 0.23 feet, passing the southeast corner of said 27.550 acre tract, the southwest corner of a 16.313 acre tract of land conveyed to Community Focus Foundation, a Texas Nonprofit Corporation in Clerk's File No. 2013054877 of the Official Public Records of Fort Bend County, Texas at an additional distance of 779.25 feet, from which a found iron rod with cap marked "Kalkomey Surveying" bears

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N22°22'24"E, a distance of 0.27 feet, passing the southeast corner of said 16.313 acre tract of land conveyed to Community Focus Foundation, a Texas Nonprofit Corporation, the southwest corner of a 16.313 acre tract of land conveyed to Michael and Madeleine Ghosn, and described in Clerk's File No. 2011016213 of the Official Public Records of Fort Bend County, Texas at an additional distance of 449.82 feet, from which a found iron rod with cap marked "Kalkomey Surveying" bears N22°22'24"E, a distance of 0.57 feet, passing the southeast corner of said 16.313 acre tract conveyed to Michael and Madeleine Ghosn, the southwest corner of a 23.425 acre tract of land conveyed to Niranjan and Jasmin Patel and described in Clerk's File No. 2013077203 of the Official Public Records of Fort Bend County, Texas at an additional distance of 449.73 feet, passing the southeast corner of said 23.425 acre tract, the southwest corner of a 32.626 acre tract of land conveyed to Vertical Capital Holdings, LLC and described in Clerk's File No. 2014024505 of the Official Public Records of Fort Bend County, Texas, at an additional distance of 646.32 feet, passing the southeast corner of said 32.626 acre tract, the southwest corner of a 32.63 acre tract of land conveyed to Zion Hill Baptist Church in Crabb, Texas and described in Clerk's File No. 2010105939 of the Official Public Records of Fort Bend County, Texas at an additional distance of 900.72 feet, passing the southeast corner of said 32.63 acre tract, the southwest corner of a 33.450 acre tract of land conveyed to Wilbert Ulrich and described in Volume 2236, Page 2080

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of the Deed Records of Fort Bend County, Texas at an additional distance of 901.24 feet, along and with the south line of said 33.450 acre tract, and additional distance of 926.55 feet, for a total distance of 5522.52 feet to a set MAG nail with shiner marked "Pape-Dawson" on the east line of a 30-foot wide right-of-way easement conveyed to Fort Bend County and described in Volume 181, Page 611 of the Deed Records of Fort Bend County, Texas for the creation of Benton Road, a 60-foot wide right-of-way, at the southeast corner of said 33.450 acre tract, the northeast corner of said 250 acre tract and the northeast corner of said 20.2239 acre portion of a 41.58 acre tract conveyed to John J. Chalupa by deed recorded in Volume 708, Page 13 of the Deed Records of Fort Bend County, Texas, from which a found Mag nail bears N00°14'41"W, a distance of 3.79 feet;

THENCE: S22°21'30"W, along and with centerline of said Benton Road, also being the east line of said 250 acre tract, the east line of said 30-foot wide right-of-way easement, and the east line of said 20.2239 acre and said 21.4413 acre portion of the 41.58 acre tract of land conveyed to John J. Chalupa, passing a found MAG nail at a distance of 750.63 feet, from which another found MAG nail bears N17°20'04"E, a distance of 5.27 feet, continuing along said east line and centerline, an additional distance of 1222.50 feet for a total distance of 1973.13 feet to a set 5/8 inch iron rod with yellow cap marked "Pape-Dawson" on the north line of a 30.71 acre tract of land conveyed to Lennar Homes of Texas Land and

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Construction, Ltd. and described in Clerk's File No. 2005142966 of  
the Official Public Records of Fort Bend County, Texas, at the  
southeast corner of said 250 acres tract, the southeast corner of  
said 21.4413 acre tract, and the southeast corner of said 30-foot  
wide right-of-way easement;

THENCE: N67°37'36"W, departing the centerline of said Benton  
Road, also being the east line of said 250 acre tract, the east  
line of said 30-foot wide right-of-way easement, and the east line  
of said 20.2239 acre and 21.4413 acre portions of the 41.58 acre  
tract of land conveyed to John J. Chalupa, along and with the south  
line of said 250 acre tract of land, the north line of said 30.71  
acre tract, now partially platted as Walnut Creek Section Four,  
recorded in Clerk's File No. 20140011 of the Official Public  
Records of Fort Bend County, Texas and Walnut Creek Section Nine,  
recorded in Clerk's File No. 20120064 of the Official Public  
Records of Fort Bend County, Texas, passing a found iron rod with  
cap marked "IDS" at the common corner between Lot 16, Block 1 and  
Lot 26, Block 1 of said Walnut Creek Section Four at a distance of  
1899.49 feet, passing a found iron rod with illegible cap at the  
common corner between Lot 14, Block 1 of said Walnut Creek Section  
Four and Lot 18, Block 1 of said Walnut Creek Section Nine at an  
additional distance of 327.00 feet, continuing along the south line  
of said 250 acres, now being the north line of said Walnut Creek  
Section Nine, passing the northwest corner of said Walnut Creek  
Section Nine, the northeast corner of Walnut Creek Section Three,

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recorded in Clerk's File No. 20090032 of the Official Public  
Records of Fort Bend County, Texas at an additional distance of  
917.38 feet, passing the northwest corner of said Walnut Creek  
Section Three, the northeast corner of Rosehaven Section 2,  
recorded in Clerk's File No. 20050172 of the Official Public  
Records of Fort Bend County, Texas at an additional distance of  
259.13 feet, passing the northwest corner of said Rosehaven Sec. 2,  
the northeast corner of Restricted Reserve "A", Walnut Creek  
Recreational Reserve, recorded in Clerk's File No. 20100086 of the  
Official Public Records of Fort Bend County, Texas, at an  
additional distance of 1,290.33, for a total distance of 4989.24  
feet, to a point, said point being located S67°37'36"E a distance  
of 16.07 feet from the northwest corner of said Rosehaven Sec. 2,  
the northeast corner of Restricted Reserve "A", Walnut Creek  
Recreational Reserve, recorded in Clerk's File No. 20100086 of the  
Official Public Records of Fort Bend County, Texas;

THENCE: Over and across the said 250 acre tract of land the  
following courses and distances:

N22°22'24"E, a distance of 129.84 feet to a point,  
N20°01'13"E, a distance of 59.92 feet to a point,  
N22°28'53"E, a distance of 358.51 feet to a point,  
N18°09'34"E, a distance of 60.26 feet to a point,  
N22°24'27"E, a distance of 129.92 feet to a point,  
N22°48'47"E, a distance of 152.32 feet to a point,  
N17°28'20"E, a distance of 190.00 feet to a point,

H.B. No. 4126

S72°54'19"E, a distance of 23.20 feet to a point,

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 17°05'41" E, a radius of 24.84 feet, a central angle of 92°12'15", a chord bearing and distance of N 60°59'33" E, 35.80 feet, for an arc length of 39.98 feet to a point,

Southeasterly, along the arc of a reverse curve to the right with a radius of 780.39 feet, an interior angle of 12°35'14", and a chord bearing and distance of N 21°11'03" E, 171.10 feet; for an arc length of 171.44 feet to a point,

N 27°06'01" E, a distance of 59.97 feet to a point,

Northwesterly, along a tangent curve to the left with a radius of 2280.00 feet, a central angle of 02°47'20", and a chord bearing and distance of N 25°42'20" E, 110.97 feet, for an arc length of 110.98 feet to a point,

N 67°30'19" W, a distance of 260.14 feet to a point,

N 54°51'39" W, a distance of 61.08 feet to a point, and

N 67°21'55" W, a distance of 247.25 feet to a point;

THENCE: N 22°29'41" E, along and with the west line of said 0.476 acre right-of-way easement and west line of said 250 acre tract, a distance of 506.41 feet to the POINT OF BEGINNING and containing 232.215 acres in the Extra-Territorial Jurisdiction of Rosenberg, Fort Bend County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 49077-14 by Pape-Dawson Engineers, Inc.

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. (a) If this Act does not receive a two-thirds vote of all the members elected to each house, Subchapter C, Chapter 7927, Special District Local Laws Code, as added by Section 1 of this Act, is amended by adding Section 7927.106 to read as follows:

Sec. 7927.106. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain.

H.B. No. 4126

(b) This section is not intended to be an expression of a legislative interpretation of the requirements of Section 17(c), Article I, Texas Constitution.

SECTION 5. This Act takes effect September 1, 2013.



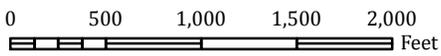
**Proposed MUD No. 218**

- Interstate
- US Highway
- State Highway
- Public Road
- Private Road
- Railroad
- Rosenberg City Limits
- Rosenberg ETJ
- Other Jurisdictions
- FBCAD 2014 3rd Quarter Parcels
- Proposed Area

The 2014 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council, which may be contacted at [www.h-gac.com](http://www.h-gac.com).

**Proposed MUD No. 218**  
**City of Rosenberg, Texas**

Scale:  
 1:12,000  
 or  
 1 inch = 1,000 feet



Created by: City of Rosenberg GIS - Cory Vardaman  
 Date Created: March 30, 2015  
 Original Size: 8.5" x 11"  
 K:\GIS\MAPS\Planning\2015\Prop\_MUD\_218\_VicinityMap.mxd

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April 08, 2015

**VIA TELEFAX: (512) 236-0713**

The Honorable John Zerwas  
Room E2.308  
P. O. Box 2910  
Austin, Texas 78768

**VIA TELEFAX: (512) 475-3736**

The Honorable Lois Kolkhorst  
P. O. Box 12068  
Austin, Texas 78711

Re: Legislation Regarding the Creation of Fort Bend County Municipal Utility District No. 218

Dear Representative Zerwas and Senator Kolkhorst:

On behalf of the City of Rosenberg, Texas (the "City"), please be advised that the City supports the filing of the above-captioned legislation. We would appreciate you letting us know when the legislation has been filed and when it is about to be passed. In the event the City ever withdraws its support for the creation of this district we will promptly advise you. In the absence of any further communication from the City you should assume our continued support.

Should either of you have any questions, please do not hesitate to call or email the undersigned.

Sincerely,

Vincent M. Morales, Jr.  
Mayor



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
5	Ordinance No. 2015-10 – Granting a Gas Franchise to SiEnergy, L.P.

### ITEM/MOTION

Consideration of and action on a second reading of Ordinance No. 2015-10, an Ordinance granting to SiEnergy, L.P., a franchise to furnish and supply gas to the general public in the City of Rosenberg, Fort Bend County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said Municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; requiring compliance with all regulatory ordinances of the City; and providing for all other provisions related to the subject matter hereof.

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

**SUPPORTING DOCUMENTS:**

<ol style="list-style-type: none"> <li>Ordinance No. 2015-10</li> <li>Charter Excerpt – Article XII, Section 12.03</li> <li>SiEnergy Distribution System Map</li> <li>City Council Meeting Draft Minute Excerpt – 03-17-15</li> </ol>	<b>MUD #:</b> N/A
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### APPROVALS

<b>Submitted by:</b>	<b>Reviewed by:</b>	<b>Approved for Submittal to City Council:</b>
	<input checked="" type="checkbox"/> Exec. Dir. of Administrative Services	
John Maresh Assistant City Manager of Public Services	<input type="checkbox"/> Asst. City Manager of Public Services <input checked="" type="checkbox"/> City Attorney <b>DNRBHZ/rl</b> <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	Robert Gracia City Manager

### EXECUTIVE SUMMARY

It was recently determined that SiEnergy, L.P., is providing natural gas service to areas that are now located within a portion of the Rosenberg City Limits. Therefore, SiEnergy, L.P., is required to obtain a franchise agreement from the City. In accordance with Article XII of the City Charter, the City Attorney has prepared Ordinance No. 2015-10 which will grant said franchise to furnish and supply gas to the general public.

Article XII, Section 12.03 of the City Charter identifies specific procedures for approval of franchise ordinances which are summarized below:

- Ordinances shall not be passed finally until its third and final reading
- Ordinances shall be read at three separate regular meetings of the City Council, the last of which shall take place not less than thirty days from the first
- No ordinance granting a franchise shall pass any reading except by a vote of the majority of the City Council
- Ordinances shall not take effect until sixty days after its adoption on its third and final reading
- Any time before the ordinance shall finally take effect, a petition can be presented to the City Council signed by not less than twenty percent of the voters voting at the last regular municipal election, but in no event less than one hundred fifty bona fide qualified voters, requiring the City Council submit the question of granting said franchise to a vote of the qualified voters of the City

SiEnergy, L.P., has reviewed the Ordinance and has no objections to any of the terms. City Council considered and approved the first reading of Ordinance No. 2015-10 at the March 17, 2015 Regular Meeting. Staff recommends approval of this second reading of Ordinance No. 2015-10 as presented.

**ORDINANCE NO. 2015-10**

**GAS SUPPLY FRANCHISE ORDINANCE**

**AN ORDINANCE GRANTING TO SIENERGY, L.P., A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

**WHEREAS**, the City of Rosenberg, Texas ("City"), strives to promote orderly and safe development within the territorial limits of the City; and

**WHEREAS**, the City Council finds that this franchise agreement with SiEnergy, L.P., a Texas Limited Partnership, (hereinafter referred to as "SiEnergy" or "the Company") is in the best interest of the health, safety, and welfare of the citizens of the City; now, therefore,

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

**Section 1. - Grant of authority.**

- (a) Subject to the reasonable and timely compliance by SiEnergy with the provisions contained herein, the City of Rosenberg, Texas, hereinafter called "city," hereby grants to SiEnergy, hereinafter called "company," its successors and assigns, consent to use and occupy the present and future public rights-of-way, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver, transport, and distribute gas in, out of, and through city and to sell gas to persons, firms, and corporations, including all the general public, within the city corporate limits, as such limits may be amended from time to time during the term of this ordinance.
- (b) This franchise is granted for a term of ten (10) years from and after the effective date of this Ordinance.
- (c) This franchise covers the geographical area of the entire corporate limits of the City of Rosenberg, Texas. The company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the company has no vested right in a specific area. The company hereby agrees to provide service to any and all areas that may be annexed to the city under the

same terms and conditions of this agreement as the current areas now covered by this agreement. If the city approves any corporate limits expansion or reduction by annexation or contraction, the city will provide written notice to the company. The company must revise its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by the city, but no later than sixty (60) days after receipt of notice.

- (d) This franchise is granted subject to and in accordance with Article XII – Franchises and Public Utilities, Sections 12.01-12.10 as provided in the City Charter.

## Section 2. - Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Gross revenues" means:

- i. All revenues charged by company for the sale of gas, including compressed gas, within the city to all customers within city;
- ii. All revenues charged by company for the transportation of gas through the pipeline system of company within the city to customers within the city regardless of the origination of the gas within the company's system of lines; and
- iii. The total cost of gas transported by company for transport customers through the pipeline system of company within city.

Gross revenues shall not be reduced by bad debts, unless and until such debts are actually charged off. Abandoned deposits shall be applied as an offset to bad debts for purposes of this agreement. No revenues shall be excluded from gross revenues unless such revenues are specifically excluded by this agreement.

- (b) "Public right-of-way" means all of the public streets, alleys, highways, bridges, easements, drainage ways, and sidewalks of the city, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the city, or in such territory as may hereafter be added to, consolidated or annexed to the city.
- (c) "Transport customer" means any person or entity for whom company transports gas through the pipeline system of company within the city to consumers.

## Section 3. - Conditions of occupancy.

- (a) All activities of company in the public rights-of-way shall conform with all the applicable city codes and ordinances, as amended, with city infrastructure standards for design, construction and repair, as amended, and with all other city regulatory requirements as such may be adopted and amended from time to time, including but not limited to requirements regarding the acquisition of permits and the payment of fees therefor. Except in emergencies, before company shall be authorized or required

to extend, repair, or relay its existing gas mains or street service lines, it shall file with the director of public works a written statement showing the nature and character of the extensions to be made, obtain a permit for such work, and pay the required permit fees; provided however, company may make emergency repairs and replacements without prior filing with the director of public works but it shall file a written statement promptly thereafter. In addition, the company shall assess and report on the impact of its proposed construction on the city environment. Such plans and reports may be reviewed by the city to ensure that, among other items, (i) aesthetic and good planning principles have been given due consideration, (ii) adverse impact on the environment has been minimized, and (iii) that all applicable laws, including building and zoning codes, as applicable and air and water pollution regulations, are complied with. Reasonable changes suggested by the city shall be incorporated into the company's plans.

- (b) The company shall, upon the written request of the City, relocate its facilities situated within any street, sidewalks, drainage ways, and alleys, at no expense to the City, where reasonable and necessary to accommodate street construction or widening or other city improvement projects. When the company is required by city to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets, sidewalks, drainage ways, and alleys by city, and company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by company as a result of such removal or relocation, and such reimbursement is required to be handled through city, company costs and expenses shall be included in any application by city for reimbursement, if company submits its cost and expense documentation to city prior to the filing of the application. City shall provide reasonable notice to company of the deadline for company to submit documentation of the costs and expenses of such relocation to city. If the company is required by city to remove or relocate its mains, laterals, or other facilities for any reason other than the construction of streets, alleys, drainage ways, and public infrastructure associated therewith by city, company shall be entitled to reimbursement from others of the cost and expense of such removal or relocation.
- (c) If city abandons any public right-of-way in which company has facilities, when feasible, company shall have the right to maintain its use of the former public right-of-way upon conditions to be determined by the city.
- (d) The company shall at all times keep on file with the city a current map or set of maps of the company's facilities within the city. Such maps shall indicate subdivision locations and locations of company's customers. As extensions or modifications of facilities are made from time to time, the company shall file with the city maps or plans showing those extensions or modifications so that the city will at all times have current and accurate maps and plans of the company's facilities. In addition to showing the location of company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the city. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The company shall provide one (1) set of blue or black line "as built"

drawings to the city and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the city.

- (e) The company shall provide, on a quarterly basis and at the same time that the quarterly payments and reports required in section 9 are submitted, a comprehensive listing of its customers on a subdivision basis. The location information shall also be shown on either a map or a subdivision plat, and may be combined with the maps required in paragraph 3(d) above. Company shall further cooperate with city in determining the correct jurisdictional coding of all of company's customers in the city and its environs.
- (f) The company agrees to provide, at its cost, information requested by the city to assist in a determination of any changes in conditions, practices, or services provided by the company through the use of the public rights-of-way.

#### Section 4. - Regulations for service.

- (a) In addition to the rates charged for gas supplied, company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business, including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract for such service. All charges, rules, and regulations of company involving any consumer of gas within the city shall be subject to regulation, supervision, and approval by the city, as appropriate.
- (b) Company shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with the company's main in the public rights-of-way to and throughout the customer's premises.
- (c) Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the company's main to the customer's meter where gas is measured by company. The customer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the supply lines extending from the point of connection with company's customer meter to the point of connection with customer's house piping.

#### Section 5. - Main extension.

Company shall be required at its own expense to extend distribution mains in any public rights-of-way up to one hundred (100) feet to a residential customer. Company shall not be required to extend transmission mains in any public rights-of-way within city or to make a tap on any transmission main within city unless company agrees to such extension by a written agreement between company and a customer.

#### Section 6. - Deposits.

Company shall be entitled to require each and every customer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to the company's quality of service rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such quality of service

rules and shall bear interest, as provided in Chapter 183, Texas Utilities Code, as such may be amended from time to time. Upon termination of service, company shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Company by the customer making the deposit.

Section 7. - Indemnity.

**IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND COMPANY DOES HEREBY RELEASE, AGREE TO INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE GAS DISTRIBUTION PLANT OR SYSTEM OF COMPANY, EXCEPT THAT THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY SITUATION WHEREIN CITY IS SOLELY LIABLE FOR THE ACTIONS, SUITS, OR CLAIMS OF INJURY OR DAMAGE BROUGHT AGAINST IT. IN THE EVENT THAT ANY ACTION, SUIT, OR PROCEEDING IS BROUGHT AGAINST CITY UPON ANY LIABILITY ARISING OUT OF THE CONSTRUCTION, OPERATIONS, OR MAINTENANCE OF THE COMPANY'S FACILITIES, CITY SHALL GIVE NOTICE IN WRITING TO COMPANY BY REGISTERED OR CERTIFIED MAIL. UPON RECEIPT OF SUCH NOTICE, THE COMPANY, AT ITS OWN EXPENSE, SHALL DEFEND SUCH ACTION AND TAKE ALL SUCH STEPS AS MAY BE NECESSARY OR PROPER TO PREVENT THE OBTAINING OF A JUDGMENT AGAINST THE CITY AND/OR TO SATISFY SAID JUDGMENT. CITY AGREES TO COOPERATE WITH COMPANY IN CONNECTION WITH SUCH DEFENSE.**

Section 8. - Non-exclusive.

- (a) The rights, privileges, and franchise granted by this ordinance are not to be considered exclusive, and city hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for city and the inhabitants thereof. City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the city and the inhabitants thereof.
- (b) If, on the effective date of this franchise, there is in effect a similar gas franchise granted by the city to another company that provides for a franchise fee in a lower amount than the amount required to be paid by company herein, then company's obligations under section 9 hereof shall be limited to the lower amount contained in the other franchise. City shall give company notice on the effective date of such other franchise affecting company's obligations under section 9 and of the franchise fee required under such other franchise. Company shall thereafter be allowed to calculate its franchise fee payments to the city based upon the lower fee required in the other franchise.

- (c) If company's required franchise fee is lowered as provided in paragraph (b), above, and the city subsequently grants or renews a gas franchise to another company that requires a franchise fee in the amount of four (4) percent or greater of the franchisee's gross revenues, then company's franchise fee obligations shall be as provided in section 9 hereof. City shall give company notice of such subsequent franchise or renewal affecting company's obligations under section 9 and of the franchise fee required under such subsequent franchise or renewal. Company shall thereafter be required to calculate its franchise fee payments to the city based upon the requirements of section 9 hereof, beginning with the next full calendar quarter after receipt of the notice from the city.

Section 9. - Compensation.

- (a) In consideration of the right granted by city to company to use and occupy the rights-of-way in the city for the conduct of its business, company, its successors and assigns, agrees to pay to the city franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the twentieth (20th) day following the end of each calendar quarter. The franchise fee shall be a sum of money which shall be equivalent to four (4) percent of the company's quarterly gross revenues.
- (b) For franchise fee payments beginning on the effective date of this ordinance, payment shall be made by wire transfer on or before the close of business on the payment due date. If any payment due date required herein falls on a weekend or declared bank holiday, payment shall be made by wire transfer on or before the close of business of the last working day prior to the payment due date. Payment shall be considered timely made if company requests the wire transfer by the wire transfer deadline of its bank on the payment due date.
- (c) At the time of each quarterly payment, company shall also submit to the city a sworn statement showing: (i) its gross revenues for the preceding calendar quarter upon which franchise fees are calculated, including the amount of revenues received by company for the transportation of gas; (ii) the coded identity of company's transport customers during the preceding calendar quarter; and (iii) the cost, volume, and transport fee of gas transported during the preceding calendar quarter for such transport customers, calculated in accordance with section 9(f) below. Upon request, city shall have access at company's office to the actual identity of company's transport customers and their suppliers as long as such information shall remain confidential, and no copies of such information may be made.
- (d) The aforesaid franchise fee payments shall not affect or reduce the company's obligations with respect to the following: (i) to reimburse the city for street repairs; (ii) the payment of taxes or fees to the state; or (iii) the payment of general or special ad valorem taxes that the city is authorized to levy and impose upon real and personal property. None of the aforementioned obligations of the city shall operate as credits or reductions to the amounts due by the company to the city hereunder.
- (e) The payments by the company under the provisions of this ordinance are in lieu of any and all other and additional street rental charges or fees. However, the company is required to obtain all appropriate permits for work in the public rights-of-way and

pay the appropriate fees therefor. Should city not have the legal power to agree that the payment of the franchise fee shall be in lieu of street rental charges, then city agrees that it will apply so much of said sums of money paid as may be necessary to satisfy company's obligations, if any, to pay such rental charges.

- (f) The cost of gas transported by company for transport customers shall be determined as set forth in this paragraph. In the absence of documentary evidence to the contrary provided by company to city, the cost of gas so transported shall be presumed to be equal to the total volume of gas transported for such transport customer times one hundred ten (110) percent of the index of prices for large packages of gas per MMBtu published each month in *Inside FERC's Gas Market Report* in the table titled, "Delivered Spot-Gas Prices," for gas delivered at Houston Ship Channel/Beaumont, Texas, or a mutually agreeable successor publication and index, for the period of time the transportation service is performed. If company submits documents to the city to indicate the actual cost of gas transported by company, the company may remove therefrom any information that would disclose either the identity of the customer or other information deemed confidential by company, so long as such removal does not prevent the city from determining the monetary cost of the gas transported. Company agrees to give the city, upon request, access to the confidential information so removed in order for the city to verify the accuracy of the information provided to the city under the provisions of this paragraph. Company shall use all due diligence in collecting from transport customers any and all fees required by this franchise ordinance, but shall not be responsible for paying the fees to city if company's transport customer refuses to pay. Provided, however, that if company's transport customer refuses to pay the fee imposed on the cost of gas transported for such transport customer, and remains delinquent in payment of such fee for a period of greater than thirty (30) days, company shall be responsible for the uncollected fee on any gas thereafter transported through the rights-of-way of city to company's transport customer, but in no event shall the customer be relieved of its obligation to reimburse company for any fees paid to city.

Section 10. - Accounting; audit; inspection.

- (a) The company shall maintain, at its local office or principal place of business within the state, adequate books and records relating to the performance of its obligations under this franchise. The company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the company applicable to its performance under this franchise shall be made available for inspection by the city at any time during normal working hours.
- (b) City may cause, upon reasonable notice, an audit to be made of the books and records of the company relating to the company's performance under this franchise or any portion of any of its other operations that may be allocated or charged to its operations in the city. The omission by the city to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event city elects to exercise its right of audit, city shall provide to the company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. City shall retain an

independent auditor of its selection to perform the audit. The company shall make available to the auditor such personnel and records as the city may in its reasonable discretion request in order to complete such audit, and shall make no charge to the city therefor. The company shall assist the city during any audit conducted under this franchise, including answering questions and providing any requested records or information within five (5) working days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the city, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.

- (c) Upon request by the city, but no less often than annually, the company will prepare a statement of its estimate of the company's gross revenues by revenue account for the period covered by the statement signed by an authorized representative of the company, in such reasonable form and detail as city may from time to time prescribe, sufficient to show the source and method of calculation of the company's gross revenues. The acceptance of any statement or payment shall not estop the city from asserting that the amount paid is not the amount due or from recovering any deficit, including interest, by any lawful proceeding.
- (d) Upon completion of the audit, the city shall make the audit report available to the company, and shall give the company an opportunity to respond to the audit findings. If requested by either party, the city and the company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the company shall be determined to have under-remitted the fee required by this franchise, the company shall pay, in addition to the underpayments, interest on the underpayments at the rate of ten (10) percent per annum from the time of the underpayment until payment is made. Underpayment of fees by the company may also subject the company to penalties for noncompliance with this franchise. After reviewing the company's response to the audit findings, the city shall make an initial determination as to whether the company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed ten (10) percent of the total underpayment. The city council shall make the final determination of whether a penalty shall be required, and the amount of same.
- (e) If any of the records to be provided by company or to be made available by company are considered by the company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the company such information shall be treated by the city as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the city, including but not limited to the finance director, the city attorney, and the council members. City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

Section 11. - Reservation of rights.

- (a) The city reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of company's rates and services to insure the rendering of efficient public service at reasonable rates, and the maintenance of company's property in good repair throughout the term of this franchise. Company shall maintain on file with the city copies of its current tariffs, schedules of rates and charges, customer service provisions, and line extension policies. Company shall notify the city of the identity of any customer of company that changes from a tariffed rate to a contract rate within forty-five (45) days of such change.
- (b) In granting this franchise, the city does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the city, and it is expressly provided that nothing herein shall impair the right of the city to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the city as same now exist or as such limits may be extended from time to time hereafter.

Section 12. - Termination.

- (a) In addition to any rights set out elsewhere in this ordinance, the city reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.
- (b) Upon failure of the company to comply with the material terms of the franchise, the city may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the company shall immediately be divested without further act upon the part of the city. If the city requires the company to remove its facilities from the public rights-of-way, the company shall forthwith remove its structures or property from the public rights-of-way and restore it to the approximate original condition. Upon failure to do so, the city may perform the work and collect the cost thereof from the company. The cost thereof shall be a lien upon all facilities and property of the company.
- (c) Procedures for termination.
  - (i) The city shall give written notice to the company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the city in which to cease such violation and comply with the terms and provisions hereof. In the event company fails to cease such violation or to otherwise comply with the terms hereof, then company's franchise is subject to termination under the following provisions. Provided, however, that, if the company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such

curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.

- (ii) Termination shall be declared only by a written decision of the city council after an appropriate public proceeding whereby the company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The company shall be provided at least ten (10) days prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) day notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the company.
  - (iii) The city, after full public hearing, and upon finding a material violation or failure to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the city council. The failure of the company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for company to comply with said terms, shall entitle the city to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the city may compel compliance upon penalty of forfeiture thereof, with the city having an option to purchase company's property located in the city at a reasonable fair value should forfeiture occur.
- (d) In the event the city purchases company's property under penalty of forfeiture and the city and company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the company's property shall be established by a majority vote of three appraisers with one appraiser selected by company, one appraiser selected by city, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The company further agrees that if for any reason the company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the city that company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

### Section 13. - Renegotiation.

- (a) Should technological, market-driven, regulatory, or similar changes occur in the natural gas industry which create classes or categories of usage different from those enumerated in section 1 of this ordinance, or should company alter the means, methods, or types of uses of the public rights-of-way in the city, or should the city reasonably believe that the franchise fee provision should be amended in order to not impair the city's ability to receive an adequate franchise fee pursuant to this ordinance, then the city may initiate the renegotiation of the franchise fee provision of this ordinance.
- (b) If, during the term of the franchise granted hereunder, the nature of competition in the provision of gas utility services in the city changes to the extent that company

reasonably believes that the franchise fee provisions of this ordinance cause the company to be placed at a competitive disadvantage in the conduct of its business within the city, then the company may request the renegotiation of the franchise fee provisions of this ordinance.

- (c) Should either the city or the company request a change in the franchise fee provision of this ordinance, both parties agree to enter into a good faith negotiation. "Good faith," for the purpose of this ordinance, shall mean an objective, diligent, timely, and responsible discourse on the issue(s) involved and a resolute attempt to settle said issue(s). Should, as a result of renegotiation, city and company agree to a change in a provision of this ordinance, the change shall become effective upon passage of an ordinance by the city in accordance with the City Charter and acceptance of the amendment by the company. Both parties agree that passage and acceptance will be a mandatory act following negotiation and agreement. Company agrees to provide any and all information requested by city to assist in a determination of any changes in conditions, practices, or services provided by company through the use of the public rights-of-way of the city.

#### Section 14. - Regulatory expenses.

Company agrees that city may, at any time during the term of this franchise, employ at the expense of company expert assistance and advice in determining fair, just, and reasonable rates to be charged by company to its consumers in the city, and in determining the extent to which company is complying with the terms and conditions of this ordinance. Company agrees to pay reasonable expenses in connection therewith, or reimburse city for the same, which expense company shall be entitled to recover through its rates and tariffs.

#### Section 15. - Acceptance.

In order to accept this franchise, company must file its written acceptance of this franchise ordinance within forty-five (45) days after its final adoption by the city, in a form acceptable to the City Attorney's office. If this franchise ordinance is not accepted by company within forty-five (45) days, the franchise ordinance shall be rendered null and void.

#### Section 16. - Assignment or transfer.

Company may not assign or transfer this franchise, and the rights granted thereby, to any entity without the prior consent and approval of the city given by written resolution, which consent and approval shall not be unreasonably withheld.

#### Section 17. Notices.

Every notice, order, petition, documents or other direction or communication to be served upon the City or the Company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested. Every such communication to the Company shall be sent to:

SiEnergy, L.P.  
June M. Dively, Chief Executive Officer  
3 Lakeway Centre Court, Suite 110  
Lakeway, TX 78734

Every such communication to the City or the City Council shall be sent to the:

Mayor, City of Rosenberg  
2110 4<sup>th</sup> Street  
P.O. Box 32  
Rosenberg, Texas 77471

With copies to:

City Manager  
2110 4<sup>th</sup> Street  
P.O. Box 32  
Rosenberg, Texas 77471

Section 18. Severability.

If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent the City of Rosenberg, in adopting this Franchise, that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this ordinance are declared to be severable.

Section 19. Repeal.

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 20. Governmental Function.

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 21. Effective date.

This franchise shall be effective sixty days after its adoption on its third reading within thirty days of its first reading, and further conditional upon receipt by the city of company's acceptance, as provided in section 15 herein, and upon all other conditions as provided by the City Charter, as applicable.

**PASSED AND APPROVED** by a vote of six (6) “ayes” in favor and zero (0) “noes” against on this first reading in full compliance with the provisions of Section 3.10 and Section 12.03 of the Charter of the City of Rosenberg on the 17th day of March 2015.

**PASSED AND APPROVED** by a vote of \_\_\_\_\_ “ayes” in favor and \_\_\_\_\_ “noes” against on this second reading in full compliance with the provisions of Section 3.10 and Section 12.03 of the Charter of the City of Rosenberg on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**PASSED AND APPROVED** by a vote of \_\_\_\_\_ “ayes” in favor and \_\_\_\_\_ “noes” against on this third and final reading in full compliance with the provisions of Section 3.10 and Section 12.03 of the Charter of the City of Rosenberg on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
George Hyde, **City Attorney**  
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

CITY OF ROSENBERG CODE OF ORDINANCES EXCERPT  
PART I - THE CHARTER  
ARTICLE XII. - FRANCHISES AND PUBLIC UTILITIES

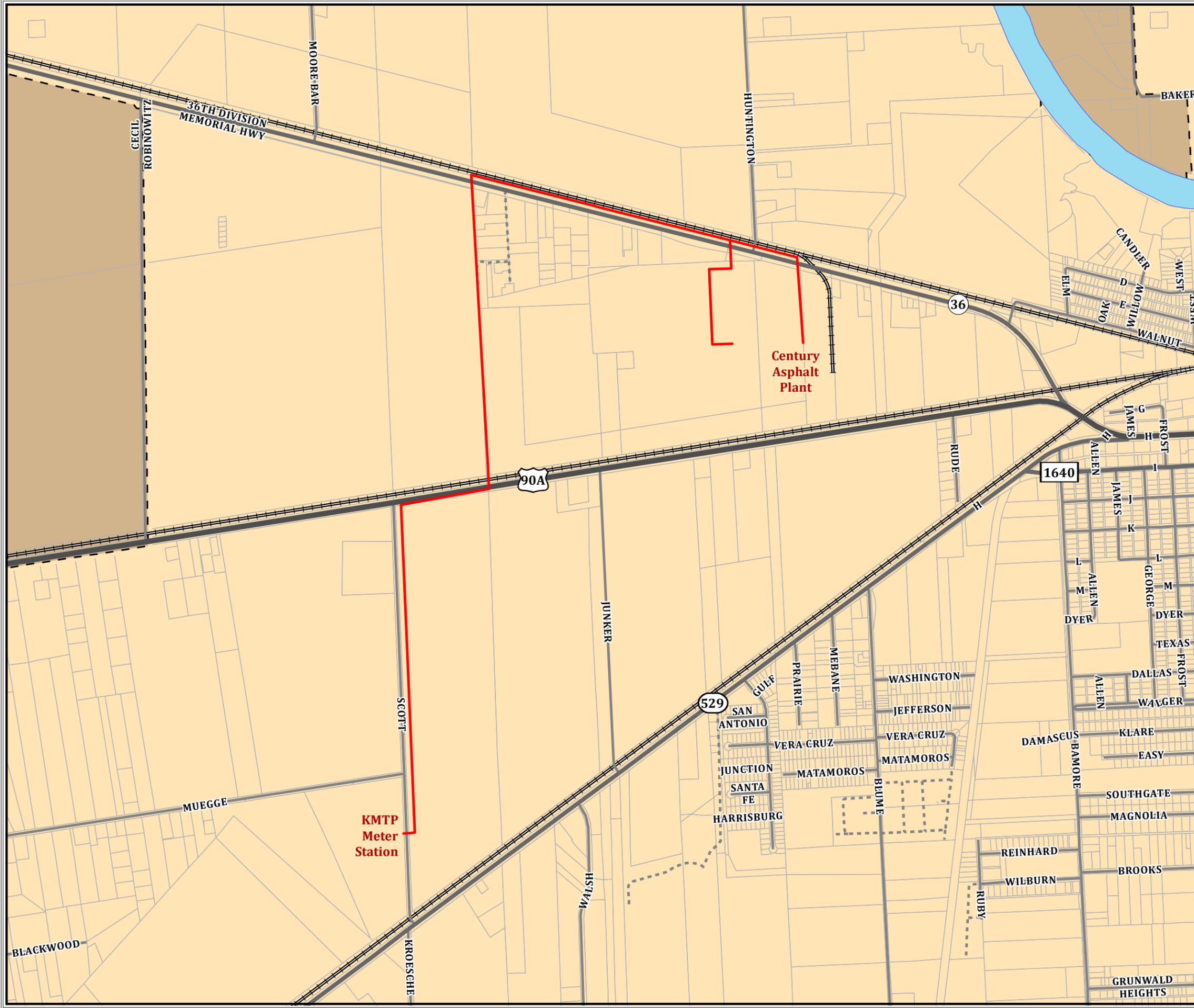
Sec. 12.03. - Procedure for passing franchise ordinances.

The City of Rosenberg shall have the power by ordinance to grant any franchise or right mentioned in the preceding sections hereof, which ordinance shall not be passed finally until its third and final reading, said ordinances shall be read at three separate regular meetings of the city council of the City of Rosenberg, the last of which shall take place not less than thirty days from the first. No ordinance granting a franchise shall pass any reading except by a vote of the majority of the city council, and such ordinance shall not take effect until sixty days after its adoption on its third and final reading; provided, however, that if at any time before such ordinance shall finally take effect, a petition shall be presented to the city council signed by not less than twenty percent of the voters voting at the last regular municipal election but in no event less than one hundred fifty of the bona fide qualified voters of the city, then the city council shall submit the question of the granting of said franchise to a vote of the qualified voters of the City of Rosenberg at the next succeeding regular municipal election to be held in said city; provided that notice thereof shall be published over a period of at least twenty-one days in a newspaper of general circulation published in the City of Rosenberg, prior to the holding of said election. Ballots shall be used, briefly describing the franchise to be voted on and the terms thereof and containing the words, "For the granting of a franchise," and, "Against the granting of a franchise." The votes shall be canvassed by the city council, and should it result in a majority of those voting thereon casting their votes "For the granting of a franchise," then by order entered in its minutes, the city council shall so declare and said franchise shall at once take effect. But should a majority of such votes be cast "Against the granting of a franchise," as ascertained by the city council, then said city council by order entered in its minutes shall so declare and such franchise shall not take effect. In case a franchise is refused by the city council, then the matter may be submitted to the qualified voters on petition, as hereinbefore provided, and a failure to finally pass on an application within twelve months after the filing of such application, shall be construed as a refusal. The city council in passing an ordinance granting a franchise may provide therein that it shall not take effect until the same shall have been submitted to and approved by a majority of the qualified voters voting thereon at a regular municipal election. All expenses of publication shall be borne by the applicant for the franchise, who shall make a deposit in advance to cover the estimated cost of publication, to be determined by the city manager.

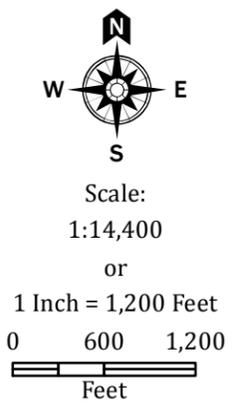
(Ord. No. 60-4, § 21, 9-6-60; Ord. No. 85-8, § 21, 6-18-85)

# SiEnergy Gas Distribution Pipeline

## City of Rosenberg, Texas



- Pipeline
- Interstate
- US Highway
- State Highway/FM
- Public Road
- Private Road
- Rosenberg City Limits
- Rosenberg ETJ



The pipeline location depicted is based off GIS data from the Railroad Commission of Texas (RRC). The data has been cross checked with information provided by SiEnergy to insure that it shows the approximate location and layout of the pipeline (appropriate to the map scale).

Created by: City of Rosenberg GIS - Cory Vardaman  
Date Created: March 09, 2015  
Original Size: 11" x 17"  
K:\GIS\MAPS\Utilities\2015\SiEnergy\_Pipeline\_11x17\_2015Mar09.mxd

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



**Executive Summary:** Community Development Block Grant (CDBG) requests are being accepted by Fort Bend County Community Development for the HUD program year 2015. Staff is requesting City Council's approval to pursue the construction and completion of water line infrastructure improvements to serve the north side of Rosenberg. This proposed project will be Phase III of a water infrastructure project originally approved by CDBG for funding in 2005 to improve potable water service to the north side of Rosenberg. This rehabilitation project will offer relief of a long-standing deficiency in the City's infrastructure. The project must be located within a designated area that meets the low to moderate income level criteria based on the 2010 Census data.

The application will include a request for CDBG funding for approximately \$300,000.00. The application will indicate a proposed local match of 10% for construction contingency and the City will pay for engineering. If the application is approved for funding, the local matching funds would be included in a future budget. Requests must be submitted no later than March 20, 2015. Staff recommends approval of the project application submission as proposed in Resolution No. R-1936.

**Key Discussion Points:** John Maresh, Assistant City Manager of Public Services read the Executive Summary. The general consensus of Council was that this is a worthwhile improvement project.

**Action:** Councilor Benton made a motion, seconded by Councilor Grigar to approve Resolution No. R-1936, a Resolution authorizing the City Manager to execute and submit an application to the Community Development Block Grant Fund for North Rosenberg Water Distribution Improvements - Phase III for approximately \$300,000.00. The motion carried by a unanimous vote of those present.

5. **CONSIDERATION OF AND ACTION ON A FIRST READING OF ORDINANCE 2015-10, AN ORDINANCE GRANTING TO SIENERGY, L.P., A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; AND PROVIDING FOR ALL OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**Executive Summary:** It was recently determined that SiEnergy, L.P., is providing natural gas service to areas that are now located within a portion of the Rosenberg city limits. Therefore, SiEnergy, L.P., is required to obtain a franchise agreement from the City. In accordance with Article XII of the City Charter, the City Attorney has prepared Ordinance No. 2015-10 which will grant said franchise to furnish and supply gas to the general public.

Article XII, Section 12.03 of the City Charter identifies specific procedures for approval of franchise ordinances which are summarized below:

- Ordinances shall not be passed finally until its third and final reading
- Ordinances shall be read at three separate regular meetings of the City Council, the last of which shall take place not less than thirty days from the first
- No ordinance granting a franchise shall pass any reading except by a vote of the majority of the City Council
- Ordinances shall not take effect until sixty days after its adoption on its third and final reading
- Any time before the ordinance shall finally take effect, a petition can be presented to the City Council signed by not less than twenty percent of the voters voting at the last regular municipal election, but in no event less than one hundred fifty bona fide qualified voters, requiring the City Council submit the question of granting said franchise to a vote of the qualified voters of the City

SiEnergy, L.P., has reviewed the Ordinance and has no objections to any of the terms. Staff recommends approval of Ordinance No. 2015-10 as presented.

**Key Discussion Points:** John Maresh read the Executive Summary and gave an overview of the item.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve the first reading of Ordinance 2015-10, an Ordinance granting to SiEnergy, L.P., a franchise to furnish and supply gas to the general public in the City of Rosenberg, Fort Bend County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said Municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; requiring compliance with all regulatory ordinances of the City; and providing for all other provisions related to the subject matter hereof. The motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1940, A RESOLUTION AUTHORIZING THE CITY ENGINEER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, THE ANNUAL REPORT FOR THE CITY OF ROSENBERG'S STORM WATER MANAGEMENT PLAN UNDER TPDES GENERAL PERMIT NO. TXR040272 TO REGULATE STORM WATER DISCHARGES FOR SMALL MUNICIPAL SEWER SYSTEMS (MS4) UNDER TPDES PHASE II MS4 GENERAL PERMIT (TXR040272).**

**Executive Summary:** The Texas Commission on Environmental Quality (TCEQ) originally adopted the General Permit TXR040000 for the regulation of storm water discharges. Authorized by the Clean Water Act, Phase I regulations were in place for cities with a population in excess of 100,000. The Phase II General Permit for smaller cities located in Urbanized Areas was approved in November 2007.

The majority of the City of Rosenberg (City) lies within the Houston Urbanized Area as originally determined by the 2000 Census; therefore, the City has been identified as a Small Municipal Separate Sewer System (MS4), and complies with the requirements of the Clean Water Act by filing the General Permit.

The City submitted the Notice of Intent and the Storm Water Management Plan to the TCEQ in February 2008. For the past six (6) years, staff presented the Annual Report for the year, and authorized the City Engineer to execute the report and file it.

This is the seventh annual report. This is the first report filed under the revised General Permit issued by the TCEQ.

The revised General Permit requires that the City submit an Annual Report of activities for the reporting period of August 13, 2013 to December 31, 2014. This Agenda item will allow staff to update City Council on the status of the Permit and review the activities for this year. The Annual Report has been included in the agenda packet as Exhibit "A" to Resolution No. R-1940.

Staff recommends approval of Resolution No. R-1940 which accepts the Annual Report and authorizes the City Engineer to execute the Annual Report under TPDES General Permit No. TXR040272 to regulate storm water discharges.

**Key Discussion Points:** Charles Kalkomey, City Engineer gave an overview of the Item.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1940, a Resolution authorizing the City Engineer to execute, for and on behalf of the City, the Annual Report for the City of Rosenberg's Storm Water Management Plan under TPDES General Permit No. TXR040272 to regulate storm water discharges for Small Municipal Separate Sewer Systems (MS4) under TPDES Phase II MS4 General Permit (TXR040272). The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1943, A RESOLUTION IN SUPPORT OF A PROPOSED SENIOR HOUSING DEVELOPMENT BY CAMPANILE AT SEABOURNE CREEK LP.**

**Executive Summary:** As discussed at the February 24, 2015 City Council Workshop Meeting, Les Kilday of Campanile at Seabourne Creek LP, has proposed a senior, multi-family development, Campanile at Seabourne Creek, to be located off of Reese Road between I-69 and FM 2218. A vicinity map is included in the agenda packet for reference. The property consists of



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
6	Resolution No. R-1945 - Awarding Bid No. 2015-08 for Tree Trimming Services

### ITEM/MOTION

Consideration of and action on Resolution No. R-1945, a Resolution awarding Bid No. 2015-08 for Tree Trimming 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

### ELECTION DISTRICT

#### Annualized Dollars:

One-time  
 Recurring  
 N/A

#### Budgeted:

Yes  No  N/A

#### Source of Funds:

101-5022-530-6240

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

### SUPPORTING DOCUMENTS:

MUD #: N/A

1. Bid Summary Form
2. Proposal
3. Resolution No. R-1945
4. Bid No. 2015-08 – Bid Documents and Technical Specifications
5. City Council Meeting Minute Excerpt – 01-27-15

### APPROVALS

#### Submitted by:

John Maresh  
Assistant City Manager of  
Public Services

#### Reviewed by:

Exec. Dir. of Administrative Services   
 Asst. City Manager of Public Services  
 City Attorney  
 City Engineer  
 Director of Public Works

#### Approved for Submittal to City Council:

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

On Wednesday, March 18, 2015, bids were received and opened for Bid No. 2015-08 for the Tree Trimming Services Contract in Council District No. 4. The City received three (3) bids, the lowest from Bio Landscape and Maintenance, Inc., in the amount of \$19,250.00. The prices that Bio Landscape and Maintenance, Inc., submitted were compared to previous tree trimming done by various vendors for the City and found to be favorable. References were checked and found to be acceptable.

Staff recommends approval of Resolution No. R-1945 which will award Bid No. 2015-08 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Agreement. Should City Council award Bid No. 2015-08 as recommended, the proposal will be attached to Resolution No. R-1945 to serve as Exhibit "A".

**BID SUMMARY**  
**Bid No. 2015-08**  
**Tree Trimming Services Contract – District 4**

<b>BID NO.</b>	<b>COMPANY</b>	<b>TOTAL BASE BID</b>	<b>CALENDAR DAYS</b>
1.	<b>Bio Landscape &amp; Maintenance 9570 S. Sam Houston Parkway West Houston, Texas 77071</b>	<b>\$19,250</b>	<b>May 1, thru September 30, 2015</b>
2.	<b>Arbor Care Inc. 336 McFarland Houston, Texas 77060</b>	<b>\$34,452</b>	<b>May 1, thru September 30, 2015</b>
3.	<b>Shawnee Trees 3330 Schlipf Katy, Texas 77493</b>	<b>\$47,975</b>	<b>May 1, thru September 30, 2015</b>

**Bid Form  
Tree Trimming Services Contract  
Bid 2015-08**

**Complete Sealed Bids in triplicate, must be received by 10:00 a.m. on Wednesday, March 18, 2015.**  
Mailing address is 2110 4<sup>th</sup> Street, Rosenberg, TX 77471-0032.

The contractor may submit in person or by mail for consideration. The reference sheet must accompany the bids. No bids will be considered without the completed referenced 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.

<b>Work consists of trimming a variety of species of trees at the following locations, in accordance with the Technical Specifications:</b>	<b>Lump Sum Bid</b>
<b>City Council District 4 Approximately 348 Trees</b>	
<b>Work shall be completed within a 5 month period from notice to proceed.</b>	
<b>LUMP SUM TOTALS</b>	<b>\$ 19,250.00</b>



## 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:

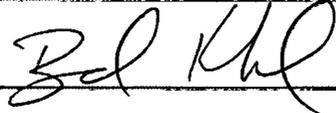
NAME OF FIRM/COMPANY: BIO Landscape & Maintenance, Inc.

AGENTS NAME: Brad Koehl, Certified Arborist, TX 3326A

AGENTS TITLE: Business Development

MAILING ADDRESS: 9570 S. Sam Houston Parkway W.

CITY, STATE, ZIP: Houston, TX 77071

AUTHORIZED SIGNATURE: 

DATE OF BID: March 17, 2015

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: BIO Landscape & Maintenance, Inc.

BUSINESS STREET ADDRESS: 9570 S. Sam Houston Parkway W., Houston, TX 77071

BUSINESS MAILING ADDRESS: 9570 S. Sam Houston Parkway W., Houston, TX 77071

BUSINESS TELEPHONE NUMBER: 713-774-6621

BUSINESS FAX NUMBER: 713-774-3360

COUNTY: Harris MINORITY OWNED: No #OF EMPLOYEES 400

\*\*\*\*\*  
CORPORATION: X PARTNERSHIP:        PROPRIETORSHIP:        L.L.C.        L.L.P.       

YEAR EST. 1982 NO. OF YEARS IN BUSINESS 33 FEDERAL ID NO. 76-0340243

NATURE OF BUSINESS: Landscaping, maintenance, arbor care

**PRINCIPALS:**

NAME: Tim Portland TITLE: President & CEO

NAME: James Sivils TITLE: Vice President

NAME: Jon Richardson TITLE: Vice President-Construction

\*\*\*\*\*  
BANK REFERENCE: US Bank

NAME OF BANK OFFICER: Nancy L. Vogt

ADDRESS / CITY / STATE / ZIP: 225 East Robinson Street, Suite 250

Orlando, FL 32801

PHONE NO: 407.835.3823

**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: City of Richmond

ADDRESS: 402 Morton Street

CITY / STATE / ZIP: Richmond, TX 77469

PHONE NO: 281-238-1225

NAME OF CONTACT: Jim Whitehead

2. COMPANY NAME: Fort Bend County

ADDRESS: 301 Jackson, Suite 553

CITY / STATE / ZIP: Richmond, TX 77406

PHONE NO: 832-473-2961

NAME OF CONTACT: Scott Wieghat

3. COMPANY NAME: George Ranch Foundation

ADDRESS: 10215 FM 462 Road

CITY / STATE / ZIP: Richmond, TX 77469

PHONE NO: 281-341-7635

NAME OF CONTACT: Rocky Parr

# **DISTRICT 4**

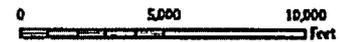
Election District No. 4  
City of Rosenberg, Texas

-  Election District 4  
 Basemap Features  
 Interstate  
 US Highway  
 State Highway  
 Farm-to-Market  
 Public Road  
 Railroad  
 Brazos River  
 Rosenberg City Limits  
 Rosenberg ETJ

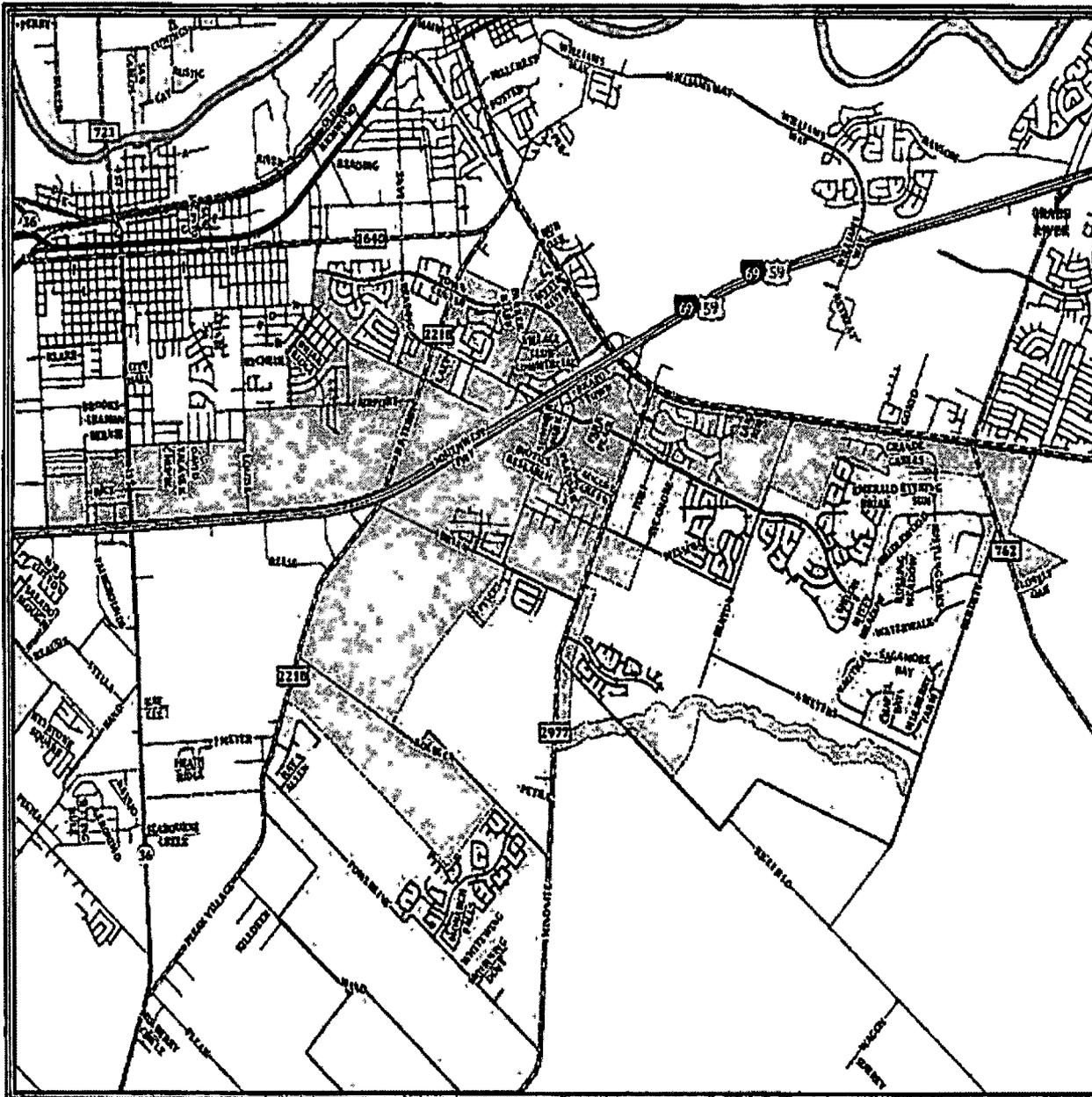
*Certain tracts within election districts are subject to non-annexation agreements pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code and therefore not eligible to vote in City elections. Those tracts are detailed in a separate exhibit, Development Agreements Map of the City of Rosenberg.*



Scale:  
1:12,000  
or  
1 Inch = 2,500 Feet



Prepared by City of Rosenberg GIS Dept. © 2014  
 Map Date: 08/14/14  
 This product is the intellectual property of the City of Rosenberg. It may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Rosenberg.





# CERTIFICATE OF LIABILITY INSURANCE

BIOLA-1 OP ID: SL

DATE (MM/DD/YYYY)  
04/30/2014

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412	Phone: 386-252-9601	CONTACT NAME: <b>CHERYL RUST, CPCU, AAI</b>	
	Fax: 386-239-5729	PHONE (A/C, No., Ext): <b>386-239-4053</b> FAX (A/C, No.): <b>386-323-9130</b> E-MAIL ADDRESS: <b>CRUST@BBDAYTONA.COM</b>	
INSURED <b>BIO LANDSCAPE &amp; MAINTENANCE INC</b> <b>10892 SHADOW WOOD DR.</b> <b>HOUSTON, TX 77043</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Westfield Ins Co</b>		<b>24112</b>
	INSURER B: <b>Texas Mutual Ins Co</b>		<b>22945</b>
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CMM5060952	04/30/2014	04/30/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB					PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		CMM5060952	04/30/2014	04/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB	X	CMM5060952	04/30/2014	04/30/2015	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ NONE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TSF 0001212030-TX	04/30/2014	04/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INS FLTR/CONT EQPT		CMM5060952	04/30/2014	04/30/2015	\$1000 DED 500,000
A	PEST/HERBICIDE		CMM5060952	04/30/2014	04/30/2015	LIABILITY 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
(A) LEASED/RENTED EQPT POLICY #CMM5060952 EFF 4-30-14 TO 4-30-15 DED \$1,000 LIMIT \$500,000

CITY OF ROSENBERG IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY (CG20100413) AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

CITYR13

CITY OF ROSENBERG  
WALINE  
PO BOX 32  
ROSENBERG, TX 77471

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# International Society of Arboriculture Certified Arborist™

*Brad W. Koehl*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

*Skip Kuncar*

Certification Board, Chair  
International Society of Arboriculture

*Jim Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

TX-3326A

Apr 1, 2005 Jun 30, 2017

Certificate Number

Certified Since

Expiration Date

**RESOLUTION NO. R-1945**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDDING BID NO. 2015-08 FOR TREE TRIMMING SERVICES CONTRACT; 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. 2015-08 to \_\_\_\_\_, in the amount of \$\_\_\_\_\_ for a Tree Trimming Services Contract in Council District No. 4.

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 \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, TRMC, **City Secretary**

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



**BID DOCUMENTS & TECHNICAL SPECIFICATIONS**

**City of Rosenberg Tree Trimming Services**

**BID NUMBER: 2015-08**

**Pre-Bid Conference: Wednesday, March 11, 2015 at 10:00 a.m.**

**Bid Opening: Wednesday, March 18, 2015 at 10:00 a.m.**

Linda Cernosek, City Secretary, TRMC  
P. O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471-0032  
(832) 595-3340

Mayor Vincent M. Morales, Jr.

**COUNCILPERSONS**

William Benton  
Cynthia McConathy  
Jimmie J. Peña  
Susan Euton  
Dwayne Grigar  
Amanda J. Barta



## INVITATION TO BID

**Tree Trimming Services Contract for the City of Rosenberg  
Bid No. 2015-08**

**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 Tree Trimming Services Contract for the City of Rosenberg

**Sealed bids in triplicate shall be received no later than:**

**10:00 A.M. on Wednesday, March 18, 2015  
MARK ENVELOPE: "BID NO. 2015-08/Tree Trimming 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 City Secretary's Office at the City Hall, 2110 4th Street, Rosenberg, Texas 77471, between the hours of 7:30 a.m., and 5:30 p.m., Monday through Thursday, and between 8:00 a.m. and 5:00 p.m. Fridays, or from the City of Rosenberg website, [www.ci.rosenberg.tx.us](http://www.ci.rosenberg.tx.us) (see RFP Opportunities).

A pre-bid meeting will be held on **Wednesday, March 11, 2015, 10:00 A.M.** at the City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.

The Bid Opening is scheduled for **Wednesday, March 18, 2015 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, Cashier's Check, Certified Check, or letter of credit from an FDIC insured bank in an amount equal to five percent (5%) of the total bid must accompany each proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications.

The City of Rosenberg reserves the right to reject any or all bids or to waive any informality in the bidding. The award will be made to the responsible bidder submitting the lowest acceptable bid or to the bidder who provides goods and services at the best value for the City. Bids may be held by the City of Rosenberg for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

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

City of Rosenberg  
Rigo Calzoncin, Public Works Director  
Telephone: 832-595-3500  
E-mail: [rigoc@ci.rosenberg.tx.us](mailto:rigoc@ci.rosenberg.tx.us) [www.ci.rosenberg.tx.us](http://www.ci.rosenberg.tx.us) (RFP Opportunities)

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

**City of Rosenberg Tree Trimming Services  
Bid No. 2015-08**

The City of Rosenberg will receive sealed bids for:

**Tree Trimming Services Contract  
for the City of Rosenberg**

**TO PROVIDE FOR:** the annual tree trimming service contract. Commencing May 1, 2015 and ending September 30, 2015.

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.**

A pre-bid meeting will be held on **Wednesday, March 11, 2015, 10:00 A.M.** at the City Hall Council Chamber, 2110 4<sup>th</sup> Street, Rosenberg, Texas 77471.

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

City of Rosenberg  
City Secretary's Office  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

Not later than 10:00 A.M., on Wednesday, March 18, 2015.

**MARK ENVELOPE: "BID NO. 2015-08/Tree Trimming 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 dead line. 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 in the City of Rosenberg "Policy for Bidding Projects" - Exhibit "A" Section 2. Purchase Subject to Competitive Bidding Subsections (b-e).

**A valid certificate of insurance verifying each of the coverages required shall be submitted with the Invitation to Bid documents. The successful bidder shall submit a valid certificate of insurance with the City of Rosenberg named as an additional insured with respect to General Liability and Automobile Liability policies, prior to execution of the General Services Contract by the City.**

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

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

**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 (ITB) 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 City of Rosenberg may have in law or equity. Bidder, in submitting this bid, agrees that City of Rosenberg shall not be liable to prosecution for damages in the event that the City of Rosenberg declares the bidder in default.

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

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

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

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

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

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

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

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

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

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



**Tree Trimming – District 4  
Technical Specifications  
Bid # 2015-08**

**A. STATEMENT**

1. Work consists of pruning approximately 348 trees in the District 4 area of the City of Rosenberg as defined on the enclosed map. The contractor will be responsible to trim the total number of trees within the district to the required clearance heights. No additional payment will be made if the total number of trees exceeds 348.
2. Prune all trees on the attached list and any additional trees as may be required to establish a minimum clearance height of 12-feet over the curb and to a minimum height of 15-feet over the center of the street.
3. The contractor is to provide an urban forester to ensure all pruning practices are performed in aesthetically pleasing manner that corresponds with ANSI A300, (American National Standard Institute) pruning guidelines.
4. All debris generated from pruning will be hauled off and legally disposed of by contractor.
5. All activities performed under this contract shall conform to the most current published American National Standards Institute, (Z133.1) standards for safe arboricultural operations.
6. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the trees, ground and streets, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agency or employee of the City, either before or after the execution of a contract for this project, shall affect or modify any of the terms or obligations required.

**B. CONTRACT TERM**

1. Contractor will schedule and complete requested tree trimming service from approximately May 1, 2015 – September 30, 2015, within a five (5) month time period.
2. Contractor shall provide a project schedule of the areas they are currently working on to the City of Rosenberg, on a weekly basis.

**C. TREE CARE SERVICES**

1. Contractor shall have under their employ at least one employee who holds an ISA (International Society of Arboriculture) Certification, and Contractor shall ensure that ISA Certification is maintained throughout the contract period. All work shall be performed or supervised on-site by an ISA Certified Arborist.
2. Vehicles and equipment used to perform tree care services (e.g., aerial lift, wood chipper, and support vehicles) will, to the extent feasible, be positioned on paved, gravel, or turf surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones the Contractor shall use ground protection equipment to protect soil from compaction and turf damage.

**C. TREE CARE SERVICES (Cont'd)**

3. When arbor culturally appropriate, the Contractor will use disinfectant on tree cutting equipment to prevent the spread of pathogens. When arbor culturally appropriate, tree wound paint (specially formulated for this application) will be used to protect trees from the spread of pathogens.
4. Where requested, the Contractor shall install tree support systems (cables and braces) to reduce the possibility of tree failure. Installation methods and materials shall reflect the most current arboricultural practices.

**D. WASTE REMOVAL**

1. All wood waste and/or nonhazardous debris produced under this contract shall be removed from the job site by the Contractor the same day it is produced, unless specific alternative arrangements are made with the City of Rosenberg. The Contractor shall collect and remove all waste twigs, sawdust and leaves that have been produced as a result of a tree service activity. The Contractor shall not leave debris in City of Rosenberg dumpsters or in any non-Contractor owned dumpster. The Contractor is responsible to legally dispose of all waste/debris produced under this contract. Any costs related to the proper, legal disposal shall be considered incidental and a part of the base contract amount. The Contractor shall not sweep, blow, or otherwise dispose of any debris, or materials into any drainage facility including, but not limited; to open draining ditches, culverts, curb and gutters, and storm drains.
2. If debris is identified as hazardous waste, Contractor must contact the City of Rosenberg for proper hazardous waste disposal procedures.

**E. SITE RESTORATION**

1. Damage to streets, curbs, sidewalks, turf or soil depressions caused by improper operation of vehicles will be the Contractors responsibility to repair at no cost to city.

**F. SUBCONTRACTING**

1. Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other Contractor without the prior written consent from the City of Rosenberg.
2. Contractor must abide by all terms and conditions under this Contract.

**G. VEHICLE & EMPLOYEE IDENTIFICATION**

1. All Contractors' Employees, while working for the City of Rosenberg, must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company logo on uniform must be clearly presentable. Any identification must be provided by the Contractor at the Contractor's cost.
2. All Contractors' Vehicles must have their company logo clearly marked on vehicle.

**H. SAFETY**

1. Traffic control measures, proper signage and cones should be used while work is being performed by Contractor. All traffic control measures shall be in conformance with the latest requirements of the "Texas Manual on Uniform Traffic Control Devices (TMUTCD)".

#### **H. SAFETY (Cont'd)**

2. 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.
3. The Contractor shall keep and maintain a "spill-kit" with each work crew, minimum 5-gallon capacity, in order to contain and 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.

**Bid Form  
Tree Trimming Services Contract  
Bid 2015-08**

**Complete Sealed Bids in triplicate, must be received by 10:00 a.m. on Wednesday, March 18, 2015.**  
Mailing address is 2110 4<sup>th</sup> Street, Rosenberg, TX 77471-0032.

The contractor may submit in person or by mail for consideration. The reference sheet must accompany the bids. No bids will be considered without the completed referenced 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.

Work consists of trimming a variety of species of trees at the following locations, in accordance with the Technical Specifications:	Lump Sum Bid
City Council District 4 Approximately 348 Trees	
Work shall be completed within a 5 month period from notice to proceed.	
<b>LUMP SUM TOTALS</b>	<b>\$</b>



## 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: \_\_\_\_\_

AGENTS NAME: \_\_\_\_\_

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

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

CITY, STATE, ZIP: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE OF BID: \_\_\_\_\_

**BIDDER INFORMATION**

FULL LEGAL FIRM/COMPANY NAME: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE NUMBER: \_\_\_\_\_

BUSINESS FAX NUMBER: \_\_\_\_\_

COUNTY: \_\_\_\_\_ MINORITY OWNED: \_\_\_\_\_ #OF EMPLOYEES \_\_\_\_\_

\*\*\*\*\*

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

YEAR EST. \_\_\_\_\_ NO. OF YEARS IN BUSINESS \_\_\_\_\_ FEDERAL ID NO. \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_

**PRINCIPALS:**

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

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

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

\*\*\*\*\*

BANK REFERENCE: \_\_\_\_\_

NAME OF BANK OFFICER: \_\_\_\_\_

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

\_\_\_\_\_

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

**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: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

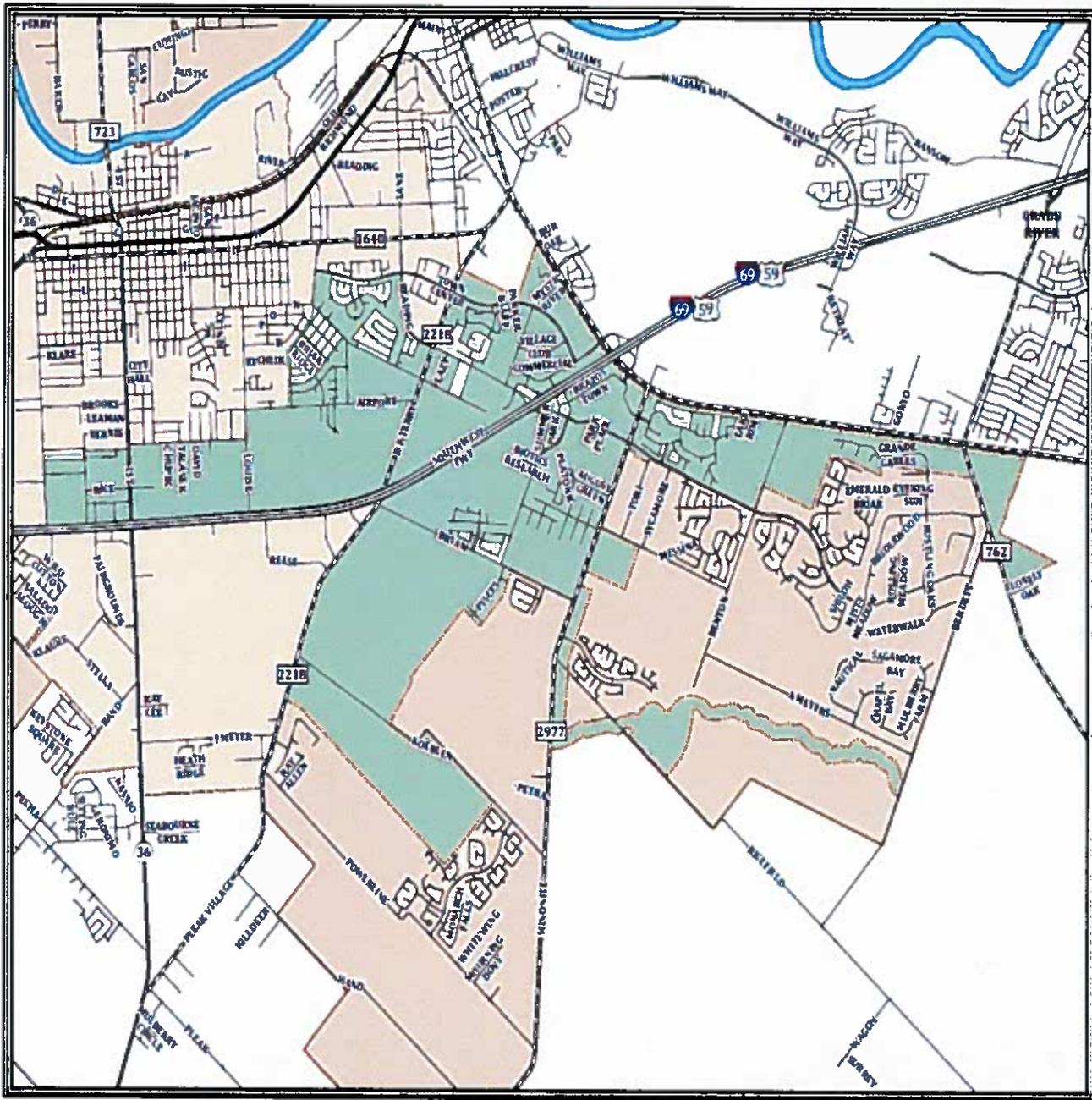
ADDRESS: \_\_\_\_\_

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

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

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

# **DISTRICT 4**



**Election District No. 4**  
**City of Rosenberg, Texas**

- Election District 4
- Basemap Features**
- Interstate
- US Highway
- State Highway
- Farm-to-Market
- Public Road
- Railroad
- Brazos River
- Rosenberg City Limits
- Rosenberg ETJ

*Certain tracts within election districts are subject to non-annexation agreements pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code and therefore not eligible to vote in City elections. Those tracts are detailed in a separate exhibit, Development Agreements Map of the City of Rosenberg.*



Scale:  
 1:42,000  
 or  
 1 Inch = 3,500 Feet



Created by City of Rosenberg GIS Dept. © 2014  
 Base/Frame: December 21, 2014  
 Original Date: 11/14/14  
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This product is for informational purposes and may not have been prepared for or to be used for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.



**Airport Avenue**

Address/Location	Trees Needing Pruning	Notes
Airport Avenue (Freeway Manor side)	1 Hackberry	
West of Los Pinos	1 Hackberry	
Across Terry HS	1 Huisache	
3808	3 Hackberries	
Across from 4111	1 Huisache	

**Allwright Avenue**

Address/Location	Trees Needing Pruning	Notes
2412	1 Ash	
2415	1 Red Bud	

**Bernard Avenue**

Address/Location	Trees Needing Pruning	Notes
801	2 Live Oaks, 1 Red Oak	
802	1 Water Oak, 1 Live Oak, 1 Cedar	
808	1 Water Oak	
902	1 Water Oak	
1008	1 Live Oak	
1015	1 Sycamore	

**Briar Ridge Drive**

Address/Location	Trees Needing Pruning	Notes
Across 1909	1 Pecan	
2002	1 Live Oak	
2002	1 Live Oak	
2008	1 Tallow	
2026	1 Ash	
2032	2 Live Oaks	
2033	1 Ash	
2115	1 Live Oak, 2 Pines	
Across 2121	1 Ash	
2127	1 Ash	

**Brumbelow Street**

Address/Location	Trees Needing Pruning	Notes
1620	2 Pecans	
1720	2 Red Oaks	
3802	2 Pecans	
3803	1 Live Oak	
3815	1 Live Oak	
3820	1 Live Oak	
3902	1 Ash	
3903	2 Live Oaks	
4003	2 Ash	
4008	1 Ash	
4014	1 Live Oak	
4115	2 Live Oaks	

**Callendar Street**

Address/Location	Trees Needing Pruning	Notes
Across Subway	2 Live Oaks	Large Limbs to be removed
1602	1 Pecan	

**Chupik Street**

Address/Location	Trees Needing Pruning	Notes
2902	2 Live Oaks	

**David Street**

Address/Location	Trees Needing Pruning	Notes
2704	2 Live Oaks	
2808	1 Live Oak	
2815	2 Live Oaks	
2916	1 Live Oak	
(Corner of Mons	1 Live Oak	

**Dogwood Drive**

Address/Location	Trees Needing Pruning	Notes
Across 4709	1 Elm	
4801	1 Ash	

**Elizabeth Avenue**

Address/Location	Trees Needing Pruning	Notes
1102	2 Water Oaks	
1300	2 Live Oaks	
1514	1 Cedar	
Vacant West of 1514	1 Pecan	

**Freeway Manor Drive**

Address/Location	Trees Needing Pruning	Notes
Across Calvary Baptist (Freeway Manor Side)	1 Elm	
2402	1 Ash	
2403	1 Ash	
2408	1 Live Oak	
2415	1 Elm	
2426	2 Pines	
2433	1 Live Oak	
2439	1 Ash	

**Green Gate Drive**

Address/Location	Trees Needing Pruning	Notes
1806	1 Ash	
1810	1 Ash	
1814	1 Live Oak	

**Greenwood Drive**

Address/Location	Trees Needing Pruning	Notes
1912	1 Ash	

2001	1 Ash	
2109	1 Water Oak	
4613	1 Ash	

**Homestead Road**

Address/Location	Trees Needing Pruning	Notes
2705	1 Hackberry	
6124	1 Ash	

**Houston Street**

Address/Location	Trees Needing Pruning	Notes
3313	1 Live Oak, 1 Cedar	
3409	1 Live Oak	

**Jones Street**

Address/Location	Trees Needing Pruning	Notes
1503	1 Water Oak	
1511	1 Live Oak	
1604	1 Live Oak, 1 Pecan	
1615	1 Live Oak	
1726	1 Live Oak	
1803	1 Water Oak	
1830	1 Water Oak	
1901	1 Pecan	
1920	1 Live Oak	
1921	1 Pine, 2 Tallows	
1938	1 Live Oak	
2009	1 Pecan	
2026	1 Ash	
2032	1 Ash	
2210	1 Water Oak	
2238	1 Sycamore	
2302	2 Live Oaks	
2310	1 Water Oak	
2402	1 Elm	
2408	1 Elm, 1 Hackberry	

**Junker Street**

Address/Location	Trees Needing Pruning	Notes
1709	1 Live Oak	
1732	1 Live Oak	
3802	1 Live Oak	
3808	1 Live Oak	
3809	1 Live Oak	
3814	1 Water Oak	
3902	3 Water Oaks	
4014	1 Ash	
4103	1 Ash	
4109	1 Ash	
4120	1 Live Oak	
4203	1 Ash	
4208	1 Live Oak	
4209	1 Chinaberry	
4215	1 Elm	

4220	1 Live Oak	
4226	1 Ash	
4215 (Briar Ridge Side)	2 Pines, 1 Ash, 1 Hackberry	

**Kentucky Street**

Address/Location	Trees Needing Pruning	Notes
3309	1 Ash	
3321	1 Sycamore	

**Klauke Street**

Address/Location	Trees Needing Pruning	Notes
1603	1 Tallow	
1605	1 Water Oak	
1606	1 Elm	
1609	1 Ash	
1703	2 Live Oaks	
1708	1 Water Oak	
1709	1 Pecan	
1714	2 Live Oaks	
1732	2 Ash	
1732	1 Ash	
1801	2 Live Oaks	
1809	1 Water Oak, 1 Live Oak	
1810	1 Ash	
1902	2 Live Oaks	
Across 1902	1 Live Oak	
1902	2 Live Oaks	
1908	1 Live Oak	
1910	2 Live Oaks	
1914	1 Live Oak	

**Lazy Lane**

Address/Location	Trees Needing Pruning	Notes
2424	1 Ash	
2515	1 Live Oak	

**Leonard Street**

Address/Location	Trees Needing Pruning	Notes
At Marilyn	2 Live Oaks	Large limbs to be removed

**Longhorn Drive**

Address/Location	Trees Needing Pruning	Notes
3015	2 Live Oaks	
3027	1 Live Oak	
3102	1 Ash	
3108	2 Ash	
3112	1 Live Oak	
3115	1 Elm	
3121	2 Ash	
3123	1 Live Oak	
3128	1 Live Oak	

**Louise Street**

Address/Location	Trees Needing Pruning	Notes
Louise Street	1 Huisache	

**Lynbrook Drive**

Address/Location	Trees Needing Pruning	Notes
2402	2 Live Oaks	

**Maple Circle**

Address/Location	Trees Needing Pruning	Notes
2103	1 Elm	
Across 2103	1 Ash	

**Marilyn Street**

Address/Location	Trees Needing Pruning	Notes
2 <sup>nd</sup> Baptist	1 Elm	
1525	1 Pecan	
1600	1 Elm	
1605	1 Pecan, 1 Water Oak, 2 Live Oaks	
1611	2 Live Oaks	
1700	1 Elm	
1710	1 Live Oak	
1717	2 Red Oaks	
Across 1717	1 Live Oak	
3803	1 Live Oak	
3809	1 Live Oak	
3909	1 Live Oak	
3915	1 Ash	
3920	1 Live Oak	
3926	1 Ash	

**Mockingbird Lane**

Address/Location	Trees Needing Pruning	Notes
3008	1 Ash	
3021	1 Elm	
3022	1 Red Oak	

**Mons Avenue**

Address/Location	Trees Needing Pruning	Notes
Across 1821	1 Huisache	
2012	2 Cedars, 2 Tallows	
Across 2127	1 Hackberry	
2334	1 Live Oak	
2334	1 Live Oak	
2720	1 Live Oak	
2916	1 Live Oak	

**Reading Road**

Address/Location	Trees Needing Pruning	Notes
Pool in Town Center	1 Huisache	

Across Apt.	2 Tallows, 2 Hackberries	
South of Reading Park	5 Live Oaks	

**Rice Avenue**

Address/Location	Trees Needing Pruning	Notes
Across Burger King	1 Live Oak	
1303	2 Live Oaks	
1310	1 Water Oak	
1615	2 Live Oaks	Large Limbs to be removed
1707	1 Live Oak	

**Richard Street**

Address/Location	Trees Needing Pruning	Notes
2405	1 Live Oak	
2504	1 Hackberry	

**Ripple Creek Drive**

Address/Location	Trees Needing Pruning	Notes
1902	1 Ash, 1 Elm	
1909	1 Water Oak	
1920	1 Sweet Gum	
1921	1 Ash, 1 Live Oak	
1926	1 Ash	
1932	1 Mulberry	
1932	2 Cedars, 2 Water Oaks, 1 Tallow	
2020	1 Live Oak	
2108	1 Water Oak	
2114	1 Ash	
2117	1 Red Oak	
2126	1 Ash	
2129	1 Elm	
2209	1 Pecan	
2214	1 Live Oak	
2215	1 Live Oak	
2220	1 Ash	
2221	1 Live Oak	
2226	1 Live Oak	
2239 (Jones Street Side)	1 Pine, 2 Tallows	

**Sandalwood Avenue**

Address/Location	Trees Needing Pruning	Notes
4609	2 Live Oaks	
4801	2 Live Oaks	
4806	2 Ash	
4821	1 Live Oak	
4822	1 Live Oak	
4900	2 Live Oaks	
4913	1 Ash	
4923	1 Bradford Pear	
4923	2 Live Oaks	

**Spruce Drive**

Address/Location	Trees Needing Pruning	Notes
2001	2 Tallows	
2203	1 Ash	

**Talasek Street**

Address/Location	Trees Needing Pruning	Notes
2703	2 Live Oaks	
2715	1 Live Oak	
2720	1 Live Oak	
2803	2 Ash	
2820	2 Live Oaks	Large limbs to be removed
2903	1 Pine	

**Turtle Creek Drive**

Address/Location	Trees Needing Pruning	Notes
3002	1 Live Oak	
3008	2 Ash	
3014	2 Ash	
3020	1 Ash	
3102	1 Chinaberry, 1 Pine	
3103	1 Live Oak	
3108	1 Pine	
3121	1 Ash	
3127	3 Live Oaks	
3130	1 Sycamore	
4202	1 Live Oak	

**West Street**

Address/Location	Trees Needing Pruning	Notes
3219	1 Tallow	

**Woodway Avenue**

Address/Location	Trees Needing Pruning	Notes
4602	1 Ash	
4618	1 Walter Oak	
4804	1 Ash	
4809	1 Maple	
4901	1 Tallow	
4908	1 Ash	
4909	1 Redbud	
4917	1 Live Oak	

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

## OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

REVIEWED:

\_\_\_\_\_  
CITY ATTORNEY

**ATTEST/WITNESS: (SEAL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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



## GENERAL SERVICES CONTRACT

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

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

### I. Summary of Contract Terms

Contractor: \_\_\_\_\_  
Description of Services: Tree Trimming Services – District 4  
Maximum Contract Amount: \_\_\_\_\_  
Length of Contract: Five (5) Months  
Effective Date: May 01, 2015  
Expiration Date: September 30, 2015

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

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

#### B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

#### C. Termination Provisions

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

party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.
- E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.
- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

### **III. Special Terms or Conditions.**

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

**A. Contractor's Additional Contract Document:**

1. Insurance Certificate

**B. City's Additional Contract Documents:**

1. Technical Specifications and Bid Documents
2. Policy for Bidding Projects

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

**CITY OF ROSENBERG:**

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

Attest: City Secretary

\_\_\_\_\_

**CONTRACTOR:**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Revised: 09-10-14 (DNRBHZ)

## **POLICY FOR BIDDING PROJECTS**

### **Price Quotations and Purchase Awards**

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

### **Procurement of Professional Services**

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

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

**Key discussion points:**

- Councilor Benton gave a brief overview of the item.
- Scott Tschirhart, City Attorney, advised of several options to consider in order to make non-compliance more enforceable.
- After discussion by Council, the following recommendations were made:
  - Modify definition of junk vehicle to make it more strict and consistent with State Transportation Code.
  - Reduce 30 days inoperable requirement (on private property) to 15 days.
  - Declare a violation of the ordinance as a Class C Misdemeanor.
  - Clean up “public view” in Section 14-113 to “visible from a public street” or the like.
  - Remove Occupied Premise vs. Unoccupied Premise language.
  - Include a provision regarding appellate process in Section 14-117 to offset finality of disposal of junk vehicle.
  - Modify language in Section 14-118 to define that disposal of junk vehicle would occur at owner’s expense.

**Questions/Comments:**

Tonya Palmer, Building Official, addressed the following questions:

**Q:** What issues are you having to enforce this?

**A:** There are two components required for definition of junk vehicle: (1) expired inspection sticker or registration, and (2) it must be wrecked, dismantled, or inoperable. In many cases, someone complains, but upon contact with the property owner, it is proven to be operable and so the case is then closed.

**Q:** Who is the burden of proof on to determine if the vehicle has remained inoperable for more than 72 hours?

**A:** Burden of proof would fall on Code Enforcement, starting with the date of the first contact as a result of a complaint being filed.

**Q:** When the state changes the registration and inspection to one tag, how will this ordinance be affected?

**A:** That is why we need to make it comply with the current Texas Transportation Code and/or change the restrictions on the definition of a junk vehicle to make it more enforceable.

**Q:** Would reducing 30 days inoperable to 15 days make a difference as well?

**A:** It would help as far as the time period to enforce it, and get a faster resolution.

- The general consensus of Council was for the City Attorney to a draft ordinance in redline fashion, including the suggestions for Council to review at the Regular Council Meeting on February 17, 2015.
- No action was taken on the item.

**2. REVIEW AND DISCUSS THE FY2015 STREET RIGHT-OF-WAY TREE TRIMMING CONTRACT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** This item has been included on the Workshop Agenda to offer City Council the opportunity to discuss the FY2015 Street Right-of-Way Tree Trimming Contract. Prior to FY2010, the Public Works Department budget included sufficient funding to enter into an annual tree trimming contract that would generally cover a complete Council District. This allowed the City to trim trees throughout the entire City over a four year period. Prior to the FY2010 budget reductions, Council District 4 was the next in line for tree trimming.

Staff anticipates relatively few changes to the program that was provided until FY2010. The street and tree list will be updated to reflect the current City Council District boundaries, which have changed since 2010.

Staff recommends obtaining bids for the FY2015 Street Right-of-Way Tree Trimming Contract as described above. The bid proposal would be placed on a future City Council meeting Agenda for consideration and award.

**Key discussion points:**

- John Maresh, Assistant City Manager of Public Services read the Executive Summary regarding the FY2015 Street Right-Of-Way tree trimming contract.

**Questions/Comments:**

**C:** A lot of street lights are hindered by the overgrowth of tree limbs. This would be a valuable program to keep our streets well lit. Current procedure is reactive to complaints versus proactive to avoid complaints, non-compliance, and liability.

**Q:** Has there been talk about waste removal and recycling of tree limbs?

**A:** We will have to discuss this with the contractor, and see if we would have a space to store a stockpile for residents to use for their fireplaces if they desire.

**Q:** Since five months is enough time for this contractor to address the trees in a given district, then could a second district be taken care of in the same year?

**A:** That is possible, but we would still need to discuss this with the contractors to determine the amount of time needed and analyze the available funding.

**Q:** Is the clearance of 12' and 15' feet in the technical specifications established by the Uniform Traffic Code, or is that a clearance that we set?

**A:** There is a minimum clearance amount, but we are trying to go a little bit higher to elongate the effectiveness of the program.

- The general consensus of Council was to go out for bid, but not ask the contractor to provide wood and debris for public consumption, as most companies recycle the product internally through mulch or firewood in order to keep their costs down, resulting in a lower bid.
- No action was taken on the item.

3. **REVIEW AND DISCUSS PROPOSED TRAFFIC CALMING SPEED HUMP INSTALLATION AND REMOVAL POLICY AND PROCEDURES, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

**Executive Summary:** This item has been added to the Agenda to allow City Council the opportunity to review and discuss the proposed speed hump installation and removal policy and procedures.

Based on previous direction from City Council, staff has prepared policies and procedures regarding installation and removal of speed humps. Key points of the policy include:

- Speed hump installation request process
- Criteria to determine if a street is eligible for consideration of speed hump installation
- Notification/evidence of support criteria for property owners along segments of streets under consideration
- Speed hump location criteria
- Funding criteria
- Speed hump removal request process
- Design standards, construction and maintenance criteria
- Standardized forms

The policy includes a step-by-step procedure that defines the process beginning with the initial request from a citizen, all the way through the review and final determination that may, or may not, support the installation of speed humps based on criteria that will be applied equally to all requests.

Should City Council direct staff to move forward, the Speed Hump Policies and Procedures will be placed on a future City Council Agenda for action.

**Key discussion points:**

- John Maresh, Assistant City Manager of Public Services presented the proposed Traffic Calming Speed Hump Installation and Removal Policy and Procedures.
- After discussion by Council, the following changes were requested:
  - Add or modify the form to require both the renter and the landlord to sign the form.



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
7	<b>Resolution No. R-1946 – Amended and Restated Agreement Relating to the Temporary Assignment of Rights and Obligations under Water Supply Contract</b>

### ITEM/MOTION

Consideration and action on Resolution No. R-1946, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Amended and Restated Agreement Relating to the Temporary Assignment of Rights and Obligations under Water Supply Contract, by and between the City and the Gulf Coast Water Authority.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:**

Revenue

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

**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1946
2. Langford Correspondence – 03-11-15
3. Resolution No. R-1749 – 02-04-14
4. Resolution No. R-1617 – 02-19-13
5. Resolution No. R-1479 – 05-01-12
6. Resolution No. R-1326 – 06-07-11
7. Resolution No. R-1311 – 04-19-11
8. City Council Meeting Minute Excerpt – 02-04-14
9. City Council Meeting Minute Excerpt – 02-19-13
10. City Council Meeting Minute Excerpt – 05-01-12
11. City Council Meeting Minute Excerpt – 06-07-11
12. City Council Meeting Minute Excerpt – 04-19-11

**MUD #:** N/A

### APPROVALS

**Submitted by:**

John Maresh  
Assistant City Manager of  
Public Services

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

Beginning in 2011, City Council has annually approved a Resolution authorizing the City Manager to execute an Agreement to assign a portion of the City's contracted Brazos River Authority (BRA) raw surface water supply to the Gulf Coast Water Authority (GCWA) at the same rate paid to the BRA. The assignment is subject to BRA consent on an annual basis.

The City's contracted allocation of BRA raw surface water is four thousand five hundred (4,500) acre feet annually. The Agreement under consideration provides for consent to assign the full four thousand five hundred (4,500) acre feet on an annual basis, for the remainder of the BRA contract term which expires August 31, 2050. Section 6 of the Agreement allows either party to terminate the Agreement on December 31 of any year, provided a one-hundred twenty (120) day prior written notice is given to the other party. This provision is important as the City will retain the option to change its course regarding use of the BRA

contracted water when the Brazosport Water Authority (BWA) surface water supply project begins to deliver water.

Per the Agreement, GCWA is required to pay or reimburse the City for the assigned water at the same rate charged by the BRA. For FY2015 the BRA rate is \$69.50/acre foot for a total of \$312,750.00. By assigning the raw surface water allocation to GCWA, the City will be able to recoup this full amount. These dollars will be placed back into the Subsidence (GRP) Fund to help cover expenses for the City's alternative water supply internal capital projects currently under design/construction and the BWA Water Supply Agreement which are all necessary to comply with the Fort Bend Subsidence District unfunded mandate to reduce groundwater withdrawals by thirty percent (30%) in 2016.

The Agreement has been reviewed by Attorney Patrick Lindner, serving as Special Counsel regarding water related projects. Staff recommends approval of Resolution No. R-1946, with the Agreement attached as Exhibit "A", as presented. If approved by City Council, the formal Consent Agreement for year 2015 will be placed on a future Agenda for consideration, subject to BRA consent.

**RESOLUTION NO. R-1946**

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

\* \* \* \* \*

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

**WHEREAS**, the City approved Resolution No. R-1311 on April 19, 2011, Resolution No. R-1326 on June 07, 2011, Resolution No. R-1479 on May 01, 2012, Resolution No. R-1617 on February 19, 2013, and Resolution No. R-1749 on February 02, 2014, authorizing assignment of a portion of the City's allocation of Brazos River Authority water supply; and,

**WHEREAS**, the City currently has a surplus allocation of surface water available from the Brazos River Authority for year 2015 and future years; now, therefore,

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

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

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

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **CITY SECRETARY**

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

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

This Amended and Restated Agreement Relating to Temporary Assignment of Rights and Obligations under Water Supply Contract (the "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), between the City of Rosenberg, Texas (the "City"), a Home Rule City located in Ft. Bend County, Texas, and the Gulf Coast Water Authority ("GCWA"), a Texas conservation and reclamation district located in Galveston County, Texas.

**RECITALS**

The City and GCWA previously entered into an Agreement Relating to the Temporary Assignment of Rights and Obligations under Water Supply Contract on the 1<sup>st</sup> day of May, 2011. Said prior agreement expired December 31, 2014. Both parties desire to renew and continue said agreement subject to the terms set forth herein in this Agreement.

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

City has determined that portions of the water supply under the BRA Contract is currently in excess of the City's water supply needs.

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

**AGREEMENT**

The City and GCWA agree as follows:

1. This agreement is subject to:
  - a. the City and GCWA obtaining and maintaining any and all required consents and approvals from the Brazos River Authority, including but not limited to the initial consent for the year 2015 and consent for each annual period thereafter during the term of this Agreement, if required by the BRA thereafter. City and GCWA agree to cooperate with the other in obtaining such consents and approvals, but GCWA shall have the primary burden of obtaining and maintaining such consents. If such consents and approvals for each subsequent year are not obtained by November 1st preceding the start of the next calendar year, either party may partially suspend this Agreement as to such year by written notice of intent to partially cancel delivered at least thirty days before the intended partial cancellation date. It is contemplated that additional terms that have been negotiated between the BRA and GCWA will be added by amendment to the BRA Contract after assignment. The GCWA has requested and the BRA has agreed in

principle to the following terms:

1. water made available may be used for industrial use in addition to municipal use;
2. water made available may be used in the San Jacinto-Brazos Coastal Basin in accordance with and to the extent permitted by BRA's Certificate of Adjudication No. 12-5167; and
3. GCWA Briscoe and Juliff Pump Stations will be added as diversion points in addition to GCWA American Pump Station.

The final language and form of the amendment shall be subject to BRA's discretion.

Any amendment to the BRA Contract that GCWA and BRA may agree to shall be in effect only so long as this Agreement remains in effect.

b. GCWA obtaining any other federal and state regulatory approvals required for GCWA to divert and use the water made available to GCWA under this Agreement.

2. During the term of this Agreement, City assigns to GCWA the City's right to receive water from BRA under the BRA Contract up to the following amounts for each year ending Aug. 31 this Agreement remains in effect as shown on **Exhibit A** hereto.

3. During the term of this Agreement, GCWA assumes City's obligations under the BRA Contract proportionate to the volume of water that GCWA is allowed to use under this Agreement.

4. GCWA will make the following payments under this Agreement for years in which BRA consents to assignment as provided by Section 1.a. above:

a. Pay, or reimburse City, as appropriate, amounts due to the BRA under the BRA Contract for the volume of water that GCWA is allowed to use under this Agreement and such payments shall be made to the City for payment to the BRA.

b. Pay City a \$1,000.00 lump sum annual payment in the first month of each calendar year that this Agreement is effective to allow GCWA to receive water under the BRA Contract, as consideration for the rights assigned under this Agreement, such payment being due without demand or invoice.

c. Pay City, within thirty calendar days of demand, any expenses incurred by City in obtaining the consents required by BRA, filing water use reports with BRA for water used by GCWA under this Agreement and curing any breach of the BRA Contract relating in whole or in part to actions, or failure to act, of the GCWA under this Agreement

5. City represents that it is currently not in default under the BRA Contract and has not received any notice of default under the BRA Contract. City and GCWA agree to immediately transmit to each other any notice of default received from BRA relating to the BRA Contract. Subject to Section 7 below, if City or GCWA receives a notice of default that is based, in whole or in part, relating to an alleged breach of the BRA Contract based upon the actions, or failure to act, of either party, the non - defaulting party may terminate this Agreement upon thirty days written notice to the defaulting party.

6. This Agreement shall terminate at midnight on December 31, of any year hereafter, if either party provides one hundred and twenty (120) days prior written notice of termination; otherwise, this Agreement will remain in effect for the term of the BRA Contract. To the extent GCWA has incurred any obligation to BRA or to City under this Agreement that is not fully satisfied as of the date of termination, the applicable portions of this Agreement shall survive such termination until GCWA satisfies the obligation.

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

#### 8. General Provisions:

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

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

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

If to the City:

City of Rosenberg  
Attn: City Manager  
PO Box 32  
2110 Fourth Street

Rosenberg, Texas 77471

If to the GCWA:

Gulf Coast Water Authority  
Attn: General Manager  
3630 FM 1765  
Texas City, Texas 77591

8.4 Waiver. The failure of a party to insist upon strict performance of any provision of this Agreement will not constitute a waiver of or estoppel against the party asserting the right to require that performance in the future, nor will a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a future breach.

8.5. Parties in interest. This Agreement is for the sole and exclusive benefit of the City and the GCWA and will not be construed to confer any benefit or right upon any other person.

8.6. Severability. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.

8.7. Law Governing and Venue. Texas law governs this Agreement and any lawsuit on this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

8.8. Mandatory Mediation. Prior to either party filing suit, the parties will submit to non-binding mediation in Fort Bend County, Texas. The complaining party will notify the non-complaining party of its demand hereunder and notice will be delivered by certified mail, return receipt requested, or receipted delivery to the address set forth above. If the mediation is not conducted and completed within 80 business days of the non-complaining party's actual receipt of such notice, this Section is deemed void and is of no force or effect. The parties agree (1) to work in good faith to select a mutually agreeable mediator, date, time and place and (2) to conduct the mediation negotiations in good faith. Unless agreed to the contrary in a writing signed by both, the parties agree to share equally in the cost of any mediation or mediator's fees, but otherwise bear their own respective mediation expenses, including legal fees. Notwithstanding the foregoing, if it is necessary for a party to seek emergency relief of an extraordinary nature, pre-suit mediation need not be conducted.

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

8.10 Counterpart Originals. This Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on

each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement, Signatures provided by a confirmed telecopy shall be accepted as originals.

CITY OF ROSENBERG, TEXAS

By: \_\_\_\_\_  
Robert Gracia, City Manager

\_\_\_\_\_  
Date

ATTEST:

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

GULF COAST WATER AUTHORITY

By: \_\_\_\_\_  
Ivan Langford, General Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Renee Dondonay, Admin Assist.

EXHIBIT A

ACRE\_FEET PER YEAR

<b>Year Ending Aug. 31</b>	<b><u>Amount in Acre-Feet</u></b>
<b><u>2015</u></b>	<b><u>4,500</u></b>
<b><u>2016</u></b>	<b><u>4,500</u></b>
<b><u>2017</u></b>	<b><u>4,500</u></b>
<b><u>2018</u></b>	<b><u>4,500</u></b>
<b><u>2019</u></b>	<b><u>4,500</u></b>
<b><u>2020</u></b>	<b><u>4,500</u></b>
<b><u>2021</u></b>	<b><u>4,500</u></b>
<b><u>2022</u></b>	<b><u>4,500</u></b>
<b><u>2023</u></b>	<b><u>4,500</u></b>
<b><u>2024</u></b>	<b><u>4,500</u></b>
<b><u>2025</u></b>	<b><u>4,500</u></b>
<b><u>2026</u></b>	<b><u>4,500</u></b>
<b><u>2027</u></b>	<b><u>4,500</u></b>
<b><u>2028</u></b>	<b><u>4,500</u></b>
<b><u>2029</u></b>	<b><u>4,500</u></b>
<b><u>2030</u></b>	<b><u>4,500</u></b>
<b><u>2031</u></b>	<b><u>4,500</u></b>
<b><u>2032</u></b>	<b><u>4,500</u></b>
<b><u>2033</u></b>	<b><u>4,500</u></b>
<b><u>2034</u></b>	<b><u>4,500</u></b>
<b><u>2035</u></b>	<b><u>4,500</u></b>
<b><u>2036</u></b>	<b><u>4,500</u></b>
<b><u>2037</u></b>	<b><u>4,500</u></b>
<b><u>2038</u></b>	<b><u>4,500</u></b>
<b><u>2039</u></b>	<b><u>4,500</u></b>
<b><u>2040</u></b>	<b><u>4,500</u></b>
<b><u>2041</u></b>	<b><u>4,500</u></b>
<b><u>2042</u></b>	<b><u>4,500</u></b>
<b><u>2043</u></b>	<b><u>4,500</u></b>
<b><u>2045</u></b>	<b><u>4,500</u></b>
<b><u>2046</u></b>	<b><u>4,500</u></b>
<b><u>2047</u></b>	<b><u>4,500</u></b>
<b><u>2048</u></b>	<b><u>4,500</u></b>
<b><u>2049</u></b>	<b><u>4,500</u></b>
<b><u>2050</u></b>	<b><u>4,500</u></b>



**Gulf Coast Water Authority**

3630 FM 1765

Texas City, Texas 77591

409.797.4907

ilangford@gcwater.org

11 March 11, 2015

Mr. Robert Gracia, City Manager  
City of Rosenberg  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

Re: Purchase of Brazos River Authority contract water

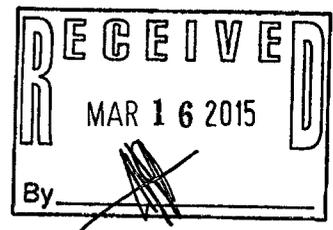
Dear Mr. Gracia:

Gulf Coast Water Authority for the past several years has entered into a contract with the City of Rosenberg for the assignment and purchase of the City's contract water with the Brazos River Authority. We understand the City is taking steps to begin to utilize that water in the coming years, but in the meantime, GCWA would like to continue its purchase of that water. The present contract expired this past December 31<sup>st</sup> and we are proposing the attached contract for the City's consideration to renew that agreement.

I can share this document in an electronic format with you or whomever you designate; simply send me an email at [ilangford@gcwater.org](mailto:ilangford@gcwater.org). Thank you for your consideration.

Sincerely,

  
Ivan Langford  
General Manager



RESOLUTION NO. R-1749

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

\* \* \* \* \*

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

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

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

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

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

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

PASSED, APPROVED, AND RESOLVED this 4<sup>th</sup> day of February 2014.



*Linda Cernosek*  
Linda Cernosek, CITY SECRETARY

APPROVED:

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

**CONSENT TO ASSIGNMENT**

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

**RECITALS**

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

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

**AGREEMENT**

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

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

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

**BRAZOS RIVER AUTHORITY**

**CITY OF ROSENBERG**

By: \_\_\_\_\_  
**PHIL FORD**

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

Title: **GENERAL MANAGER/CEO**

Title:

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

**GULF COAST WATER AUTHORITY**

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

Title:

ATTEST:

\_\_\_\_\_



RESOLUTION NO. R-1617

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

\* \* \* \* \*

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

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

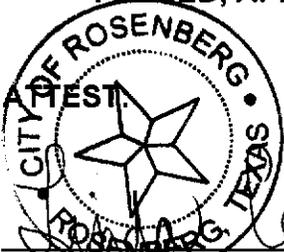
**WHEREAS**, the City currently has a surplus allocation of surface water available from the Brazos River Authority for years 2013, and 2014;

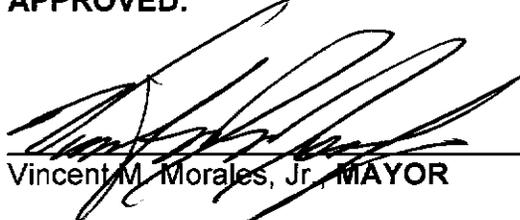
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

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

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

PASSED, APPROVED, AND RESOLVED this 19<sup>th</sup> day of February 2013.

  
  
Linda Gethousek, CITY SECRETARY

APPROVED:  
  
Vincent M. Morales, Jr., MAYOR

**CONSENT TO ASSIGNMENT**

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

**RECITALS**

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

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

**AGREEMENT**

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

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

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

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

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

**BRAZOS RIVER AUTHORITY**

**CITY OF ROSENBERG**

By: \_\_\_\_\_  
**PHIL FORD**

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

Title: **GENERAL MANAGER/CEO**

Title:

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

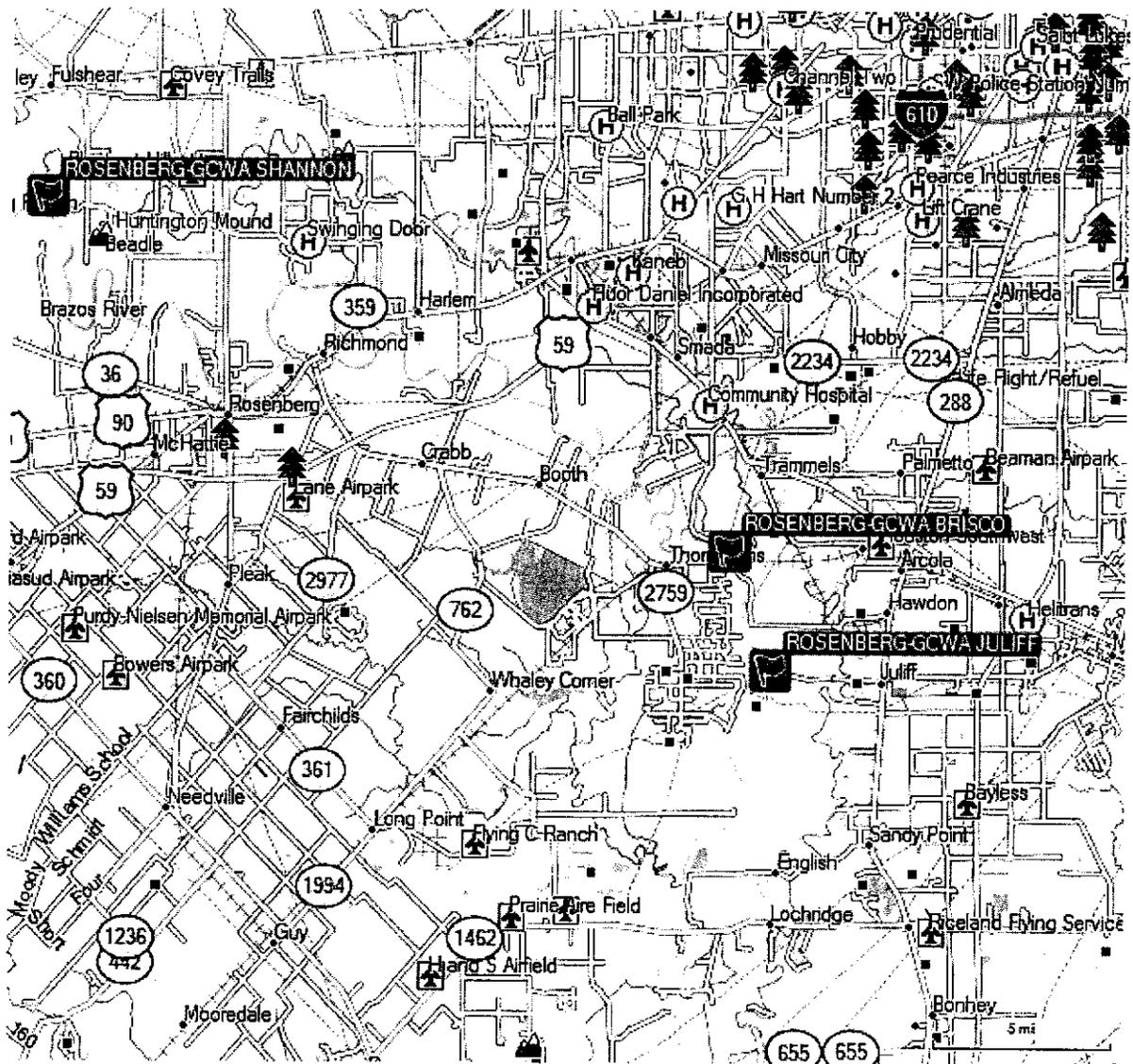
**GULF COAST WATER AUTHORITY**

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

Title:

ATTEST:

\_\_\_\_\_



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

ID: GCWA-ROSENBERG 13  
 SHANNON, N29.64528 W95.90139, HPDT2 RMOT2 (1202), MAIN STEM  
 BRISCO, N29.50361 W95.55361, RMOT2 ROST2 (1202), MAIN STEM  
 JULIFF, N29.45532 W95.53233, RMOT2 ROST2 (1202), MAIN STEM  
 Prepared by M. Summers, Water Services Coordinator, 12/27/12

RESOLUTION NO. R-1479

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

\* \* \* \* \*

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

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

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

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

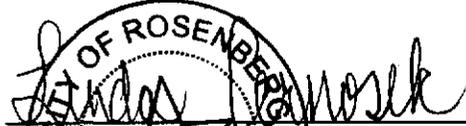
Section 1. The City Manager is hereby authorized to negotiate and execute an Agreement relating to the Temporary Amendment to the System Water Availability Agreement, by and between the City of Rosenberg, Texas, and Brazos River Authority.

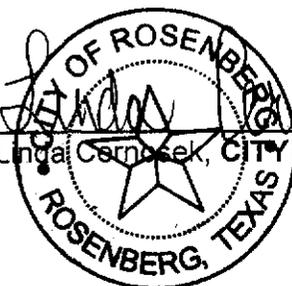
Section 2. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

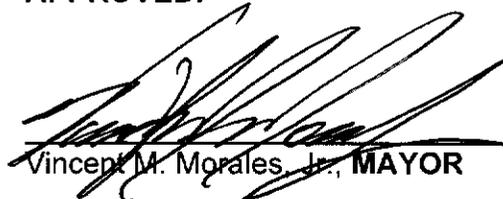
**PASSED, APPROVED, AND RESOLVED** this 1<sup>st</sup> day of May 2012.

**ATTEST:**

**APPROVED:**

  
Linda Cornosek, CITY SECRETARY



  
Vincent M. Morales, Jr., MAYOR

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

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

**RECITALS**

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

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

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

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

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

**AGREEMENT**

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

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

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

**BRAZOS RIVER AUTHORITY**

**CITY OF ROSENBERG**

By: \_\_\_\_\_  
**PHIL FORD**

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

Title: **GENERAL MANAGER/CEO**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

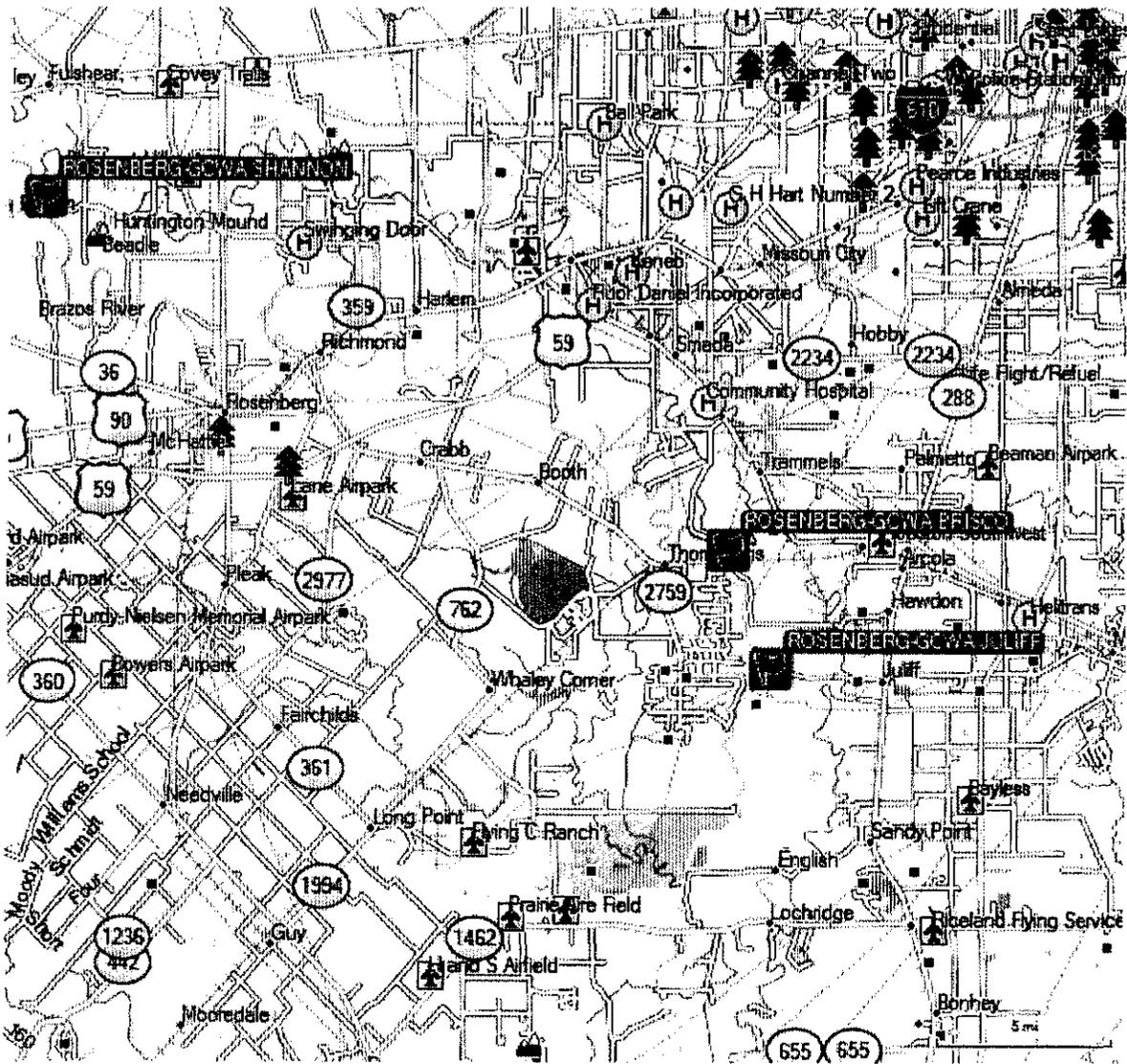
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_



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

ID: GCWA-ROSENBERG 12

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

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

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

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

RESOLUTION NO. R-1326

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

\* \* \* \* \*

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

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

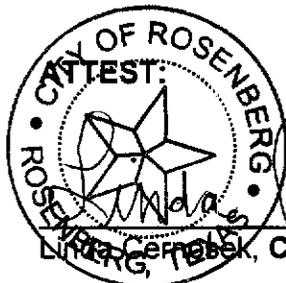
**WHEREAS**, the City currently has a surplus allocation of surface water available from the Brazos River Authority for years 2012, 2013, and 2014;

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

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

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

PASSED, APPROVED, AND RESOLVED this 7<sup>th</sup> day of June 2011.

 *Inda Bernosek*  
CITY SECRETARY

APPROVED:  
*Vincent Morales*  
Vincent Morales, MAYOR

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

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

### **RECITALS**

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

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

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

### **AGREEMENT**

The City and GCWA agree as follows:

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

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

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

8. General Provisions:

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

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

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

If to the City:

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

If to the GCWA:

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

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

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

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

CITY OF ROSENBERG, TEXAS:

By: \_\_\_\_\_  
Jack Hamlett, City Manager

\_\_\_\_\_  
Date

Attest:

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

GULF COAST WATER AUTHORITY:

By: \_\_\_\_\_  
David A. Sauer, Interim General Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Bob Webb, Business Administrator

RESOLUTION NO. R-1311

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

\* \* \* \* \*

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

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

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

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

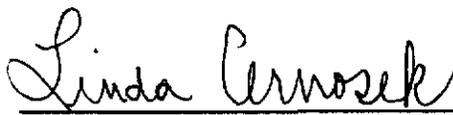
Section 1. The City Manager is hereby authorized to execute all documents necessary to facilitate the assignment of a portion of the City's 2011 allocation of Brazos River Authority Water Supply to the Gulf Coast Water Authority at the same rate paid for said water to the Brazos River Authority.

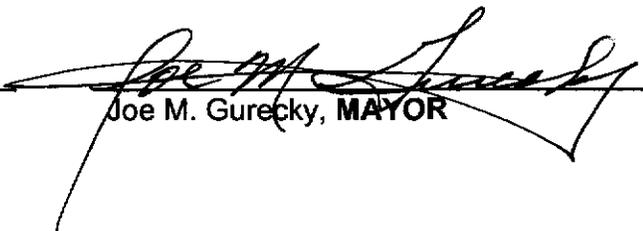
Section 2. Upon approval of Resolution No. R-1311, said documents will be prepared for execution by the Brazos River Authority.

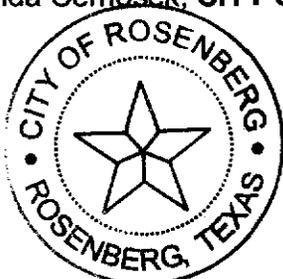
**PASSED, APPROVED, AND RESOLVED** this 19<sup>th</sup> day of April 2011.

**ATTEST:**

**APPROVED:**

  
Linda Cernosek, CITY SECRETARY

  
Joe M. Gurecky, MAYOR



Rosenberg of that decision. Thus, I emailed them when I got home after the meeting. Within 24 hours I received an email from both assuring me that they never recanted their vote or opinion on the resolution via email. They went on to state at the Planning Commission Meeting of January 22, 2014, in the announcement section that not only did they not recant they would vote for the resolution again.

- Do I think, and I will be kind, that the "misrepresentation of fact" would have changed the Council's mind? Absolutely not. My opinion is that the original decision was in favor and benefit of two of the "current Council's Coalition", without regard for the majority of members of the Park Committee or other Committees, Commissions or Task Forces, and therefor would be ignored and upheld. However; you define "misrepresentation of fact", which the Planning Commission has seen twice this year by members of Council, it is a matter of trust.
- I would suggest that the Councilman who clearly "misrepresented fact" apologize to his fellow Council Members, the Planning Commission, the staff and those citizens of Rosenberg, whom were in the audience on January 21, 2014. I apologized to my fellow Planning Commissioners, to whom I sent my outraged email, on the first opportunity to see them, which was the Planning Commission Meeting on January 22. I am fully aware that this type of conversation may well limit my tenure on the Planning Commission. But, if it results in honesty within the Council Chamber it will be a fitting end to an individual who will have served for eleven years attempting to envision what Rosenberg needs to do to be viable and an attracting area for businesses and people 25 years in the future. It is an on-going project I assure you, while we watch Fort Bend County grow exponentially toward our City. Thank you.

### CONSENT AGENDA

#### 1. REVIEW OF CONSENT AGENDA.

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

#### A. CONSIDERATION OF AND ACTION ON REGULAR MEETING MINUTES FOR JANUARY 07, 2014.

#### B. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1749, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONSENT TO ASSIGNMENT AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF WATER UNDER THE BRAZOS RIVER AUTHORITY SYSTEM WATER AVAILABILITY AGREEMENT, BY AND AMONG THE CITY, BRAZOS RIVER AUTHORITY, AND GULF COAST WATER AUTHORITY.

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

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

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

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

#### C. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-05, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING ALL OF SECTION 28-41 (B) AND

Councilor Benton requested to move Item E to the Regular Agenda. Mayor Morales moved the item to the Regular Agenda as Item 2B.

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

## REGULAR AGENDA

2A. *This item was formerly Item C.*

**CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-05, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING ALL OF SECTION 28-41 (B) AND (D), STOP SIGNS DESIGNATED, OF ARTICLE II, DIVISION 2 OF CHAPTER 28, STOP STREETS, AND SUBSTITUTING THEREFOR A NEW SECTION 28-41 (B) AND (D) OF ARTICLE II, DIVISION 2 OF CHAPTER 28 THEREOF; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 OR MORE THAN \$200.00 FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND, PROVIDING FOR SEVERABILITY.**

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

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

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

### **Key discussion points:**

- Councilor Grigar asked this item to be pulled into the Regular Agenda because of the outcome of the vote at the last meeting and did not want to say no to all the Consent Agenda items, so he wanted to vote on this item individually.
- Councilor Benton stated we heard some comments from Carol Moore that were precise. Before he was on City Council, he contacted Councilor Grigar about these intersections which were four (4) way intersections without any stop signs at all. Councilor Benton addressed Council in 2001-2003 and the Council at that time took action to install stop signs, but they that live in this neighborhood would say they put them in the wrong direction, because they put them east/west, instead of north/south, which protected those going north/south and now use this street as a drag strip. It was not as easy as some made it sound to get Council approval or to get any action on this stop sign. It was in fact a process that took at least two and a half years. There are dozens and dozens of more intersections, I feel, that need to be addressed. I would like to note that studies are not required, they are not required by law to have a study as far as my knowledge, unless it is at an intersection that connects with a state street, is that a correct statement?
- John Maresh stated as he read the State Traffic Manual, it addresses stop signs at any intersection.
- Councilor Benton stated he spoke to Texas Municipal League to their legal counsel, and he was told that it is not required.
- John Maresh stated he cannot speak as to what TML advised him, but the information in the traffic manual generally states that a study should be done to document the need or warrant of that stop sign.
- Councilor Benton stated that if we do not do a study, we are breaking the law?
- Lora Lenzsch, City Attorney, stated that Section 2b.07 of the Texas Manual of the Uniform Traffic Control Device, does state that for a traffic control device, such as a stop sign, a study needs to be done. Are you breaking the law? I think last time I explained the situation. When you charge someone with a violation, one of the elements is that the sign is lawfully placed. Arguably, does the City have the authority on their own, without anything to substantiate the sign to place it there—that would be an argument for the Judge to decide, if that would come up. I am asked to go into the courts to prosecute and one of the elements in running a stop sign if someone had a trial, it would be I would have to prove that the sign is lawfully placed there. Usually, if the issue comes up to ask for a study, rarely but it has come up. If there isn't a study the judge is going to dismiss the case.
- Councilor Benton asked if there is passing or failing with a study or is it just for your

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Key discussion points:**

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

Upon voting the motion carried by a unanimous vote.

## REGULAR AGENDA

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

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

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

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

**Key discussion points:**

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

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

**Questions/Comments:**

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

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

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

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

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

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

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

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

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

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

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

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

Staff recommends approval of Resolution No. R-1483.

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

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

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

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

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

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

**Comments:**

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

**Upon voting the motion carried by a unanimous vote.**

**REGULAR AGENDA**

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

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

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

**Key discussion points:**

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

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

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

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

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

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

**Key discussion points:**

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

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

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

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

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

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

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

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

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

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

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

**Key discussion points:**

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

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

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

**Key discussion points:**

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

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

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

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

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

**Key discussion points:**

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

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

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

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

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

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

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

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

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

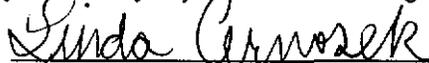
Mayor Gurecky adjourned the Executive Session and reconvened into Regular Session at 8:17 p.m.

9. **ANNOUNCEMENTS.**

There were no announcements.

10. **ADJOURNMENT.**

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

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



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
8	<b>Resolution No. R-1947 - Waiving Option to Cancel Water Supply Agreement with Brazosport Water Authority</b>

### ITEM/MOTION

Consideration of and action on Resolution No. R-1947, a Resolution relating to the Water Supply Agreement, by and between the City and the Brazosport Water Authority.

### FINANCIAL SUMMARY

### ELECTION DISTRICT

#### Annualized Dollars:

One-time  
 Recurring  
 N/A

#### Budgeted:

Yes  No  N/A

#### Source of Funds:

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

### SUPPORTING DOCUMENTS:

**MUD #:** N/A

1. Resolution No. R-1947
2. Timetable – Brazosport Water Authority Water Supply System Regional Revenue Bonds, Series 2015
3. Resolution No. R-1919 – 02-03-15
4. Resolution No. R-1884 – 12-02-14
5. City Council Meeting Minute Excerpt – 02-03-15
6. City Council Meeting Minute Excerpt – 12-02-14

### APPROVALS

#### Submitted by:

John Maresh  
Assistant City Manager of  
Public Services

#### Reviewed by:

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

#### Approved for Submittal to City Council:

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

On December 02, 2014, City Council authorized the Mayor to execute a Water Supply Agreement (Agreement) with the Brazosport Water Authority (BWA) as required by the amended Groundwater Reduction Plan (GRP). The Agreement provides a mechanism allowing for compliance with the Fort Bend Subsidence District unfunded mandate to reduce groundwater withdrawals by 30% beginning October 01, 2016, by constructing a pipeline supplying treated surface water to the City. Subsequently on February 03, 2015, City Council authorized the Mayor to execute Amendment No. 1 to the Agreement, allowing the City to exercise the option to acquire an additional 2.7 million gallons of treated surface water per day.

Section 1.1 of the Agreement includes a provision that allows the City to terminate said Agreement if BWA was unable to secure the issuance of bonds necessary to finance the delivery system by March 31, 2015. Included in the packet is a timeline prepared by BWA's Financial Advisor identifying the various steps and target dates necessary to secure the bond funds. According to the timeline, the funds are scheduled to be delivered on May 27, 2015. Since this date will be past March 31, 2015, BWA has requested written assurance the City does not intend to terminate the Agreement. BWA staff has confirmed they are on schedule and still anticipate delivery of the funds on, or about, May 27, 2015.

Resolution No. R-1947 was prepared by Attorney Patrick Lindner, serving as Special Counsel regarding water related issues. Staff does recommend approval of Resolution No. R-1947 as presented.

**RESOLUTION NO. R-1947**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, RELATING TO THE WATER SUPPLY AGREEMENT, BY AND BETWEEN WITH CITY OF ROSENBERG, TEXAS, AND THE BRAZOSPORT WATER AUTHORITY.**

\* \* \* \* \*

**WHEREAS**, the City Council previously approved a Water Supply Agreement (Agreement) with the Brazosport Water Authority; and,

**WHEREAS**, said Agreement provided the City of Rosenberg the option of terminating the Agreement if bonds for the project were not issued by March 31, 2015; and,

**WHEREAS**, the Brazosport Water Authority did not satisfy this milestone despite diligent efforts and through no fault on its part; and,

**WHEREAS**, the City Council finds that it is in the best interest of the City and its citizens not to exercise the option to terminate the Agreement; now, therefore,

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

Section 1. The City Council of the City of Rosenberg hereby waives and relinquishes its option to terminate the Water Supply Agreement with Brazosport Water Authority as provided in Section 1.1 of said Agreement.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **CITY SECRETARY**

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

# BRAZOSPORT WATER AUTHORITY

## Water Supply System Regional Revenue Bonds, Series 2015

### FINANCING SCHEDULE

Dec-14							Jan-15							Feb-15							Mar-15						
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	2	3	4	5	6				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31								29	30	31				

Apr-15							May-15							Jun-15							Jul-15						
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	2	3	4					1	2	1	2	3	4	5	6				1	2	3	4		
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

Completion Date	Event	Responsibility
<b>Tuesday, February 24, 2015</b>	Substantial Approval of Transaction by Participating Customers	FWG
<b>Friday, March 06, 2015</b>	1st Draft of POS Circulated	FA
<b>Friday, March 13, 2015</b>	Comments due on 1st Draft of POS	FWG
<b>Tuesday, March 17, 2015</b>	2nd Draft of POS Distributed	FA
<b>Tuesday, March 24, 2015</b>	Comments Due Back on 2nd Draft of POS	FWG
	BWA Board Meeting	
<b>Friday, March 27, 2015</b>	3rd Draft of POS Distributed	FA
<b>Friday, April 03, 2015</b>	Comments Due Back on 3rd Draft of POS	FWG
	Need Audits from all Participating Customers	
<b>Monday, April 06, 2015</b>	) sometime this week: Meet with Standard & Poor's Rating Service	FWG
<b>Friday, April 10, 2015</b>	) for New Rating on Regional System Bonds	FWG
<b>Friday, April 17, 2015</b>	Receive Rating From Standard & Poor's	FA
<b>Monday, April 20, 2015</b>	POS is Posted for the Sale	FA
<b>Tuesday, April 28, 2015</b>	Pricing for Bonds - Morning	FA
	Board Meeting to Approve Issuance - Evening	BWA
<b>Wednesday, May 27, 2015</b>	Closing. Funds Delivered	FA,BC,BWA

Symbol Key		
FWG	Finance Working Group .....	Includes the BWA, BC, UW, UWC, ENG & FA
BWA	Authority Personnel.....	--
ENG	Project Engineer .....	CDM Smith
FA	Financial Advisor .....	First Southwest Company
BC	Bond Counsel .....	Andrews Kurth LLP
UW	Underwriter .....	TBD
UWC	Underwriter's Counsel .....	TBD

RESOLUTION NO. R-1919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, THE FIRST AMENDMENT TO THE WATER SUPPLY AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND BRAZOSPORT WATER AUTHORITY.

\* \* \* \* \*

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the Mayor to execute the First Amendment (Amendment) to the Water Supply Agreement by and between the City of Rosenberg and the Brazosport Water Authority.

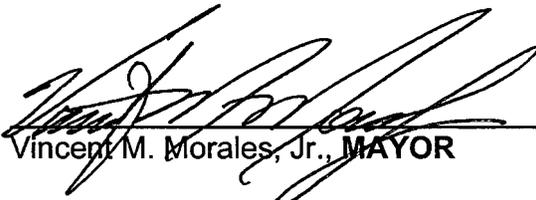
Section 2. A copy of said Amendment is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 3<sup>rd</sup> day of February 2015.

ATTEST:

  
Linda Cernosek, CITY SECRETARY

APPROVED:

  
Vincent M. Morales, Jr., MAYOR



**FIRST AMENDMENT TO  
WATER SUPPLY AGREEMENT BETWEEN  
BRAZOSPORT WATER AUTHORITY  
AND  
THE CITY OF ROSENBERG**

THIS First Amendment to the Water Supply Agreement Between Brazosport Water Authority And the City of Rosenberg (this "Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015, between the Brazosport Water Authority ("BWA") a conservation and reclamation district and a governmental agency and body politic and corporate of the State of Texas created by 1985 Tex. Laws. Reg. Sess. Chap. 449 at 3063, as amended (the "Act") and pursuant to Article XVI, Section 59 of the Texas Constitution and the City of Rosenberg, Texas, a Texas home rule municipality, situated in Fort Bend County ("Rosenberg"). BWA and Rosenberg may be collectively referred to as the "Parties."

**Recitals**

Whereas, BWA and Rosenberg entered into that certain Water Supply Agreement, dated December 2, 2014 (the "Original Agreement").

Whereas, Rosenberg exercised its option under the Original Agreement to add a portion of the 2,760,000 gallons per day, previously allocated to the Texas Department of Criminal Justice.

Whereas, the Parties desire to amend the Original Agreement to specify that Contract Quantity of Water is 5,700,000 gallons per day and to provide for Rosenberg paying debt service payments associated with 5,700,000 gallons per day one month after the Participating Customers approve the bond resolution and Rosenberg will begin paying operational cost payments associated with 3,000,000 gallons per day one month after water is delivered to Rosenberg.

**Amendment**

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits set forth in this Agreement, BWA and Rosenberg agree to amend the Original Agreement as follows:

1. Section 3.1, captioned "Definitions," shall be amended by revising the definition of "Operating Costs" and "Contract Quantity of Water" to read as follows:
  - a. For purposes of clarity, the term "*Operating Costs*" shall be replaced with the term "*Operational and Maintenance Costs*" throughout the entirety of the Original Agreement, and the definition of "*Operating Costs*" shall remain and apply to the term "*Operational and Maintenance Cost*."
  - b. "*Contract Quantity of Water*" shall mean 5,700,000 gallons of water per day as averaged over any 365 consecutive days by dividing the number of gallons of water delivered by

BWA to Rosenberg during the 365 day period divided by 365 days, unless the Contract Quantity of Water increases as a result of future System expansions funded in whole or in part by Rosenberg, or by mutual agreement of the Parties in writing and as permitted by the capabilities of the System.

2. Section 7.2 shall be amended to read as follows:

**Section 7.2. Price of Contract Quantity of Water.** It is agreed that the price charged by BWA and payable by Rosenberg for the Contract Quantity of Water is based on the price paid by Participating Customers, now or as adjusted in the future, plus Eighteen Cents (\$0.18) per 1,000 gallons, provided, however, the Eighteen Cents (\$0.18) per thousand gallons shall be added only to the portion of the rate designed to recover System Operational and Maintenance Costs and the Eighteen Cents (\$0.18) per thousand gallons will not be added to the portion of the rate designed to recover Capital Costs. The specific price for the Contract Quantity of Water will be based on the Annual System Budget prior to the beginning of each Fiscal Year.

BWA and Rosenberg further agree and acknowledge that it is the intent of the parties that the Capital Cost shall be allocated by BWA among all of BWA's customers as a System expense and that Rosenberg will not be allocated the entire portion, or even a greater portion, of the Capital Cost, or any portion of the Capital Cost, for any System facility or equipment, including but not limited to the annual debt service payments for the pipeline and related facilities used by BWA to deliver water to Rosenberg, unless mutually agreed to by both parties.

BWA agrees that it will not change its rate design in a manner intended to shift, or that has the effect of shifting, a greater portion of the Capital Costs or Operational and Maintenance Costs to Rosenberg.

3. Section 8.3 Commencement of Billing shall be amended to read as follows:

**Section 8.3. Commencement of Billing.**

*Prior to Delivery of Water—Invoicing of Capital Costs on 5.7 MGD:* Prior to the delivery of water by BWA to Rosenberg, BWA will commence invoicing Rosenberg for Rosenberg's proportionate share of the Capital Costs one (1) month after approval by the Participating Customers of this Agreement and the bond resolution or as required by the bond covenants for the Project Bonds. The formula for determining Rosenberg's proportionate share of the Capital Costs shall be same formula as used for the Participating Customers. Invoicing to Rosenberg on the Capital Costs shall be based on the full 5,700,000 gallons per day

making up the Contract Quantity of Water. BWA and Rosenberg acknowledge that the intent of the parties under this Agreement is that the Eighteen Cents (\$0.18) per 1,000 gallons is only added to the rate per thousand gallons associated with the Operating and Maintenance costs paid by BWA's Participating Customers and is not added to the rate associated with the Capital Costs.

After Delivery of Water—Invoicing of Operational and Maintenance Costs: Beginning with the month after BWA begins delivery of water to Rosenberg pursuant to this Agreement, for purposes other than testing of facilities, BWA will commence invoicing Rosenberg for the rate paid by the Participating Customers for Operational and Maintenance Costs plus Eighteen Cents (\$0.18) per thousand gallons on 3,000,000 gallons per day of the Contract Quantity of Water on a take or pay basis. In the event Rosenberg requests additional water in excess of the 3,000,000 gallons per day, up to the Contract Quantity of Water of 5,700,000 gallons per day, Rosenberg will make such request in writing and commence paying for the rate paid by the Participating Customers for Operational and Maintenance Costs plus Eighteen Cents (\$0.18) per thousand gallons for said additional water on a take or pay basis. If Rosenberg requests additional water in excess of the 3,000,000 per day pursuant to this section, the amount of water delivered to Rosenberg cannot be reduced. Following delivery of water to Rosenberg, Rosenberg will continue being billed for Capital Costs based on the full 5,700,000 gallons per day of the Contract Quantity of Water.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date and year first written in this Agreement.

**BRAZOSPORT WATER AUTHORITY**

By: \_\_\_\_\_  
Juan Longoria, President

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
J.R. Norris, Secretary

Date: \_\_\_\_\_

**THE CITY OF ROSENBERG, TEXAS**

By: \_\_\_\_\_  
Vincent Morales, Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Linda Cernosek, City Secretary

Date: \_\_\_\_\_

**RESOLUTION NO. R-1884**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A WATER SUPPLY AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND BRAZOSPORT WATER AUTHORITY TO SUPPLY A POTABLE WATER SOURCE.**

\* \* \* \* \*

**WHEREAS**, the City Council recognizes the importance of compliance with Fort Bend Subsidence District regulatory requirements regarding the implementation of groundwater reduction; and,

**WHEREAS**, the City Council has been committed to address said regulatory requirements related to the limitation of groundwater production; and,

**WHEREAS**, the Groundwater Reduction Plan Amendment identifying the Brazosport Water Authority as the source of alternative surface water supply to meet the unfunded mandate to reduce groundwater withdrawal by thirty percent (30%) by October 01, 2016, was approved by the Fort Bend Subsidence District Board of Directors on September 19, 2014, and subsequently ratified by the City Council of Rosenberg by the passage of Resolution No. R-1869 on October 21, 2014; and,

**WHEREAS**, the City Council and Brazosport Water Authority entered into a Letter of Intent to negotiate a Water Supply Contract for supply of potable water; now, therefore,

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the Mayor to execute a Water Supply Agreement (Agreement) to supply a potable water source.

Section 2. The City Council of the City of Rosenberg hereby authorizes the Mayor, on behalf of the City, to exercise the option under Section 1.1(c) of the Water Supply Agreement to acquire all, or part, of the water supply reserved by Brazosport Water Authority for the Texas Department of Criminal Justice.

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

PASSED, APPROVED, AND RESOLVED this 1<sup>st</sup> day of December 2014.

ATTEST:

*Linda Cernosek*

Linda Cernosek, CITY SECRETARY

APPROVED:

*Vincent M. Morales, Jr.*

Vincent M. Morales, Jr., MAYOR



BWA/Rosenberg Revisions 11/17/14

**WATER SUPPLY AGREEMENT BETWEEN  
BRAZOSPORT WATER AUTHORITY  
AND  
THE CITY OF ROSENBERG**

THIS WATER SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **Brazosport Water Authority** ("BWA") a conservation and reclamation district and a governmental agency and body politic and corporate of the State of Texas created by 1985 Tcx. Laws. Reg. Sess. Chap. 449 at 3063, as amended (the "Act") and pursuant to Article XVI, Section 59 of the Texas Constitution and the **City of Rosenberg**, Texas, a Texas home rule municipality, situated in Fort Bend County ("Rosenberg"). BWA and Rosenberg may be collectively referred to as the "Parties."

**Recitals**

1. BWA was created by the Act for the purpose of acquiring surface and underground water supplies from both inside and outside the boundaries of BWA and to conserve, store, transport, treat, purify, distribute, sell and deliver water to persons, corporations, municipal corporations, political subdivisions of the State, and others, inside and outside the boundaries of BWA.
2. BWA has authority under the Act to make, purchase, construct, lease or otherwise acquire property, works, facilities, and improvements including existing, as well as new works facilities, and improvements including existing as well as new works, facilities, and improvements inside or outside the boundaries of the authority, necessary to carry out the rights, powers, and authority granted by the Act and general law.
3. BWA is comprised of the cities of Angleton, Brazoria, Clute, Freeport, Lake Jackson, Oyster Creek, and Richwood ("Participating Customers" or individually as "Participating Customer"), which Participating Customers will need to approve the issuance of bonds for funding the improvements necessary to perform this agreement, by a majority in interest and a majority in number.
4. The Parties seek to enter into an agreement for BWA to supply a potable source of water to Rosenberg; however, this Agreement will be treated as a Non-Participating customer contract and Rosenberg will not become a Participating Customer.
5. The BWA currently operates a surface water treatment plant at its site in Lake Jackson and represents to Rosenberg that the existing water treatment plant has the capacity to satisfy the

amount of water required by BWA's Participating customers and an additional 3,000,000 gallons per day for Rosenberg without additional improvements.

6. BWA is planning to construct an Angleton pump station by construction a five million gallon storage tank and booster pumps that will provide a station capacity of 7.2 million gallons per day.
7. In order for BWA to deliver potable water to Rosenberg, a transmission pipeline approximately 32 miles in length will be constructed from a new BWA pumping facility in Angleton northwesterly to the Rosenberg's proposed water plant on A. Myers Road in order to satisfy BWA's obligations to Rosenberg under this Agreement to other persons.
8. The Parties intend for this document to memorialize their agreement for BWA to supply a potable source of water to Rosenberg.

### **Agreement**

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BWA and Rosenberg agree as follows:

### **ARTICLE I**

#### **Conditions Subsequent to Enforceability**

**Section 1.1. Conditions Subsequent.** The Parties expressly acknowledge this Agreement is conditioned on the occurrence of certain conditions subsequent, the failure of which renders performance of this agreement either impossible or economically unfeasible. Accordingly, as a material and integral part of this Agreement, the Parties intend to require strict compliance and occurrence of the following events in order to form an enforceable Agreement, and any failure of the following events, either in whole or in part, will completely excuse the performance of this Agreement by the Parties:

- a. Approval of Bond Resolution by Participating Customers: A majority in number and a majority in interest of the Participating Customers fail to approve a bond resolution authorizing the issuance of bonds for the financing of the Delivery System and as required by the water supply Agreements with each of the Participating Customers.
- b. Issuance of Bonds: BWA is unable to secure the issuance of bonds necessary to finance the Delivery System.

- c. Texas Department of Criminal Justice: The Texas Department of Criminal Justice, or any other third party or parties, fails to execute contracts for the purchase of water in the aggregate contract quantity of approximately 2,760,000 gallons per day prior to the issuance of bonds necessary to finance the Delivery System. In that event, Rosenberg shall be granted the option to commit to acquire from BWA an additional amount of water pursuant to this Agreement in the aggregate contract quantity of approximately 2,760,000 gallons per day, or an amount mutually agreeable to BWA and Rosenberg.

BWA agrees to use Commercially Reasonable Efforts to satisfy all three of the conditions specified above and Rosenberg agrees to cooperate with BWA in those efforts.

If any of the conditions subsequent have not been satisfied by March 31, 2015, the Parties have the option to cancel this Agreement upon written notice to the other Party; provided, however should Rosenberg cancel this Agreement, Rosenberg's obligation to reimburse BWA for certain expenditures as described in Section 1.3 below shall survive such termination.

If any of the conditions subsequent have not been satisfied by March 31, 2015, then this contract shall be voidable and shall not be binding upon either Party; provided, however, Rosenberg's obligation to reimburse BWA for certain expenditures as described in Section 1.3 below shall survive such termination.

**Section 1.2. Source of Water.** The Parties acknowledge and agree that the purpose of this Agreement is to allow Rosenberg to satisfy its obligation under the rules of the Fort Bend Subsidence District to obtain an alternative water supply that satisfies the requirements of the Fort Bend Subsidence District. In order to satisfy this purpose, BWA agrees to satisfy Rosenberg's Contract Quantity of Water from water diverted from the Brazos River, save and except in times of drought. In order to document this commitment, once BWA begins to deliver water to Rosenberg pursuant to this Agreement, BWA agrees to maintain records that show that,

on a daily basis, BWA diverted an amount of surface water from the Brazos River, or water from sources other than groundwater, to be delivered by BWA to Rosenberg.

**Section 1.3. Repayment of Certain Expenses.** In the event Rosenberg chooses to terminate this Agreement, or this Agreement terminates, pursuant to Section 1.1, above, or Section 1.4, below, Rosenberg shall reimburse BWA its reasonable and necessary expenses incurred relating to the Project from June 3, 2014 to the date of termination, including but not limited to attorney's fees, alignment study fees, engineering fees, surveying fees and associated expenses. BWA will provide reasonable substantiation of any such expenses in which reimbursement is sought. BWA will notify Rosenberg of the alignment study fees.

**Section 1.4. Option to Terminate.** BWA agrees not to complete the issuance of the Bonds until BWA provides Rosenberg an estimated cost of construction of the Water Delivery System and the projected number of days (or date) estimated to be reasonably required for substantial completion (as that term is subsequently defined). In the event the estimated construction cost of the Water Delivery System or the estimated number of days (or date) estimated to be reasonably required for substantial completion of the Water Delivery System exceeds 110% of the cost and days projected in the reports by CDM Smith delivered by BWA to Rosenberg on June 1, 2014, the Parties may mutually agree in writing to terminate this Agreement.

## **ARTICLE II Rosenberg's Waiver and Release of BWA**

**Section 2.1. Rosenberg's Waiver.** The Parties acknowledge Rosenberg is under deadline to have an alternative water supply imposed by the Fort Bend Subsidence District. Moreover, the Parties acknowledge there are innumerable variables and factors that may preclude or impede the completion of the Delivery System prior to Rosenberg's deadline, which variables and factors include but are not limited the following: failure of the Participating Customers to approve a bond resolution and other matters related to the issuance of bonds; environmental; obtaining

right of ways, including condemnation proceedings; discovery of artifacts invoking the National Historic Preservation Act of 1966, the Antiquities Code of Texas or similar law protecting the discovery of artifacts; labor disputes, work slowdowns and stoppages, orders by any Court or administrative agency; acts of God and other acts of Force Majeure; weather delays; failure or denial of any permitting required by any governmental authority; failure of any Contractor or subcontractor to timely complete the scope of work; and any other act beyond the reasonable control of the Parties. ACCORDINGLY, ROSENBERG HEREBY WAIVES, RELEASES AND HOLD HARMLESS BWA, ITS AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, OF AND FROM ALL RIGHT OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION, PENALTIES, AND DAMAGES, WHETHER CURRENTLY EXISTING OR NOT AND WHETHER KNOWN OR UNKNOWN, THAT ROSENBERG MAY INCUR AS A RESULT OF THE SUBSTANTIAL COMPLETION DATE OF THE DELIVERY SYSTEM AFTER THE DEADLINE FOR OBTAINING AN ALTERNATIVE WATER SUPPLY IMPOSED UPON ROSENBERG BY THE FORT BEND SUBSIDENCE DISTRICT. WITHOUT LIMITING THE FOREGOING, ROSENBERG SPECIFICALLY WAIVES, RELEASES AND HOLD HARMLESS BWA, ITS AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, OF ANY CLAIM OR CAUSE OF ACTION RELATED TO ANY PENALTY IMPOSED ON ROSENBERG BY THE FORT BEND COUNTY SUBSIDENCE DISTRICT.

**ARTICLE III  
DEFINITIONS**

**Section 3.1. Definitions.**

- “Air Gap”* a complete physical separation between the discharge of the water delivered by BWA at the Point of Delivery into Rosenberg’s ground storage tank at the water’s highest planned elevation.
- “Annual System Budget”* shall mean BWA annual budget of all estimated and anticipated Capital Costs and Operational Costs.
- “Bonds”* shall mean any Regional Revenue Bonds issued, as well as other notes, refunding bonds or other revenue obligations issued from time to time by BWA for the purpose of financing or refinancing any cost, expense or liability incurred or to be paid by BWA in connection with the financing, or refinancing, construction, reconstruction, acquisition, operation or maintenance of the System or otherwise paid or incurred by BWA in connection with the performance of its obligations under any contract to supply water to the Customers.
- “Capital Costs”* shall mean all costs and expenses paid or incurred by BWA in connection with the financing of the System, including without limitation, the following:
- a) payments of principal of (whether upon maturity or earlier optional or mandatory redemption), redemption premium, if any, and interest which BWA makes on all Bonds and amounts which BWA is required to make into any sinking fund, debt service reserve fund or account under the terms of any bond resolution or indenture authorizing the issuance of any Bonds;
  - b) amounts related to the Bonds and required under a bond resolution or indenture to be paid or deposited into any fund or account established by such bond resolution or indenture (other than funds and accounts referred to in clause (a) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (a) above, provided that Rosenberg shall receive credits against any amounts due under the

preceding paragraph (a) or this paragraph (b) for investment earnings (net of any losses and expenses), if any, on amounts deposited in any funds created under such bond resolution or indenture and required to be paid by Rosenberg under the preceding paragraph (a) or this paragraph (b);

- c) amounts which BWA is required to pay under any credit agreements, standby purchase agreements, agreements with any trustee, escrow agent, tender agent, indexing agent or paying agent, or remarketing costs related to the Bonds; and
- d) additional amounts which must be realized by BWA in order to meet the requirements of any rate covenant contained in a bond resolution or indenture with respect to coverage of principal of, premium, if any, and interest on the Bonds or to fulfill the terms of any agreement made with the holders of the Bonds and with any person on their behalf.

Capital Costs shall not include BWA's debt service requirements or any payments made by BWA to finance Special Project Facilities.

*"Commercially Reasonable Efforts"* shall mean, with respect to the given outcome, an effort of good faith in light of relevant costs and consistent with its past practice as well as consistent with the practice of comparable persons or governmental entities engaged as wholesale water suppliers, and that a reasonable person would use to achieve such outcome; provided, however, that such efforts shall not include any action or expenditure that is unduly burdensome under the circumstances.

*"Contract Quantity of Water"* shall mean 3,000,000 gallons of water per day as averaged over any 365 consecutive days by dividing the number of gallons of water delivered by BWA to Rosenberg during the 365 day period divided by 365 days, unless the Contract Quantity of Water increases as a result of Rosenberg exercising the option to purchase some or all of the amount of water offered to the TDCJ if the TDCJ does not accept the offer, or as the result of future System expansions funded in whole or in part by Rosenberg, or by mutual agreement of the Parties in writing and as permitted by the capabilities of the System.

- “Customers”* shall mean Rosenberg, Participating Customers and any person or entity in which BWA is contractually bound to supply water.
- “Delivery System”* shall mean any and all real or personal property associated with the transportation of water from the BWA plant to the Point of Delivery, including but not limited to the Pipeline, right of ways and easements, valves, pumping stations, monitoring devices, meters, line taps, environmental facilities, safety facilities, conservation facilities or any other apparatus, constructed or installed for the purpose of the treatment, conveyance, storage or distribution of the potable water to Rosenberg and made the basis of this Agreement.
- “Effective Date”* shall mean the date set forth on the first page of this Agreement.
- “Excess Contract Quantity of Water”* shall mean the daily water supplied to Rosenberg above the Contract Quantity of Water as determined on an annual basis.
- “Fiscal Year”* shall mean the period of October 1<sup>st</sup> through September 30<sup>th</sup> of each year or such other period as is established from time to time by BWA.
- “Force Majeure”* shall include, without limitation of the generality thereof, acts of God, landslides, earthquakes, hurricanes, tropical disturbances, tornados, blizzards, wind storms, droughts floods and other adverse and inclement weather, fires, explosions, action of a public enemy, wars, blockades, insurrections, riots or civil disturbances, acts of terrorism, or other disruption of normal business conditions; labor disputes, strikes, work slowdowns or stoppages; orders of any Governmental Authority; electrical power failures and outages affecting the System; and any other similar cause or event, provided that the foregoing is beyond the reasonable control of the Party claiming Force Majeure, but specifically excluding any financial or monetary difficulties suffered by Rosenberg resulting in any failure to pay for the Contract Quantity of Water.
- “Governmental Authority”* means any United States governmental or other governmental authority (state, county or municipal), federal or state administrative body or agency, court, and includes

BWA acting in the exercise of its governmental functions and not as a contracting party under this Agreement. Such term does not include Rosenberg for purposes of this Agreement, unless acting in the exercise of its governmental functions.

*"Laws"*

shall mean any and all present and future federal, state, county or local laws (including common law), statutes, ordinances, rules, regulations, orders, decrees, interpretations or requirements of any Governmental Authority

*"Operating Costs"*

shall mean all costs and expenses, excluding Capital Costs and depreciation, paid or incurred by BWA in connection with the ownership, operation or maintenance of the System and any repairs, renewals, additions, improvements, betterments and modifications to the System, including without limitation, the following:

- a) amounts which BWA has paid or incurred for raw water or the withdrawal, lifting, treating, transportation or storage of raw or treated water;
- b) amounts paid or incurred for the prevention or correction of any casualty loss or damage resulting from any cause whatsoever or for renewals, replacements, repairs, additions, improvements, betterments and modifications which BWA determines are necessary to keep the System in good operating condition, to provide adequate service or prevent a loss of revenues therefrom;
- c) amounts paid or incurred for the purpose of operating and maintaining the System and of delivering water therefrom including but not limited to payments for supplies, stores and two months reserve of the average cost of operation and maintenance of the System as determined by BWA;
- d) all costs, expenses or liabilities relating to personal injury and damage or property damage claims required to be paid by BWA in connection with the System whether or not incurred as a result of the negligence of BWA, its agents or employees;

- e) amounts paid or incurred in connection with any improvements to the System which BWA is required to make by any Governmental Authority; and
- f) all administrative and general expenses of BWA incurred in connection with the System including, by way of illustration but not limiting, the following: salaries, wages, taxes, benefits and travel expenses of BWA's employees, technical professionals, financial advisors and legal fees, premiums for liability, casualty and worker's compensation insurance, or bonds, consumer, use, excise, property or other taxes or assessments, if any; postage and freight charges, long distance charges and similar minor expenses, and other administrative expenses.

Operating Costs shall not include the cost of operating or maintaining any Special Project Facilities.

*"Pipeline"*

shall mean the pipeline constructed for the purpose of distributing the treated and potable water made the basis of this Agreement to Rosenberg.

*"Point of Delivery"*

shall mean the location or locations where BWA delivers water to Customer under this Agreement, and the initial Point of Delivery will be where the Pipeline enters into Rosenberg's ground storage tank via Air Gap, but additional or alternative Points of Delivery may be added with the mutual written agreement of the Parties.

*"Project Bonds"*

shall mean the bonds issued for the purpose of financing the costs of the Delivery System.

*"Reserve Capacity"*

shall mean that portion of the System Capacity from time to time, if any, which is available for the use of the Customers.

*"Special Project Facilities"*

shall mean those projects for the supply of water to third parties, in which any Capital Costs and Operational Costs shall be borne exclusively by the Customer contracting for such project and facilities.

*"Substantial Completion"*

shall mean that the facility used to deliver water to Rosenberg is functional and can be placed in service in accordance with the contract between BWA and the

contractor, even though the contractor may not have completed all the work on the facility.

*“System”*

shall mean the Delivery System, and all other properties and assets, real, personal, tangible and intangible, of BWA, now or hereafter existing and used or useful for or pertaining to the supply (or any combination of the foregoing) of water and shall include general plant and administrative facilities of BWA, storage, conveyance and distribution facilities, administrative facilities of BWA, together with all additions, betterments, extensions and improvements of BWA’s water treatment and supply system or any part thereof hereafter made, together with all lands, easements and rights-of-way of BWA and all other works, property of structures of BWA and contract rights, water rights permits and other tangible and intangible assets of BWA in connection with or related to BWA’s water supply system, raw water purchase and storage capacity, or raw water pumping.

*“System Capacity”*

shall mean the actual capacity to produce and deliver treated water daily as determined by BWA from time to time rather than potential capacity which may not be consistently delivered. The System Capacity will be determined based upon TCEQ rules and regulations, BWA analysis and engineering analysis in accordance with AWWA standards or if AWWA standards do not address this determination, then other standards recognized by engineering professionals on a nationwide basis.

#### **ARTICLE IV OWNERSHIP AND MAINTENANCE OF DELIVERY SYSTEM**

**Section 4.1. Ownership of the Delivery System.** The Delivery System will be owned and operated exclusively by BWA.

**Section 4.2. Ownership of the Systems and Structure After Point of Delivery.** After the Point of Delivery, the remainder of any systems and structures necessary to deliver the Contract Quantity of Water will be owned and operated by Rosenberg.

**Section 4.3. Maintenance of Delivery System by BWA Up To Point of Delivery.** At BWA’s sole cost, BWA will maintain the Delivery System in good repair, ordinary wear and tear

excepted, and make any repairs thereof in full compliance with applicable Laws and as necessary to supply Rosenberg's Contract Quantity of Water.

**Section 4.4. Maintenance by Rosenberg After Point of Delivery.** At Rosenberg's sole cost, Rosenberg will maintain any systems and structures beyond the Point of Delivery in good repair, ordinary wear and tear excepted, and make any repairs thereof in full compliance with applicable Laws. At Rosenberg's sole cost, Rosenberg will also repair any portion of the Delivery System located on Rosenberg's property if such damage was caused by the negligence or misuse by Rosenberg or Rosenberg's employees, contractors or agents and as necessary to supply Rosenberg's Contract Quantity of Water.

**Section 4.5. Other Water Sources.** Rosenberg agrees to ensure there is an Air Gap at the Point of Delivery, as required by Law. Rosenberg further agrees that the Pipeline will not be connected to Rosenberg's system at any other point, other than the Point of Delivery. However, this does not prohibit Rosenberg from contractually securing more than one Point of Delivery with a mutually written agreement with BWA. Nothing in this Agreement is intended to nor should be construed as specifying that BWA is or shall be Rosenberg's exclusive source of water supply and Rosenberg expressly reserves the right to acquire additional water supplies from other sources.

**Section 4.6. Rosenberg's Raw Water Rights.** Nothing in this Agreement is intended to nor should be construed as conditioning BWA's obligation to deliver water to Rosenberg upon Rosenberg assigning or otherwise transferring to BWA any rights under Rosenberg's contract with the Brazos River Authority or requiring Rosenberg to allow BWA or any other person to use Rosenberg's right to divert and use raw surface water under its existing contract with the Brazos River Authority. Provided, however, in the event of a drought so severe that BWA's

right to divert raw water is suspended or curtailed resulting in a reduction in the amount of water that BWA can deliver to Rosenberg under this Agreement, then unless Rosenberg prefers to use credits to avoid payment of disincentive fees to the Fort Bend Subsidence District, or to pay the disincentive fees or seek other relief from the Fort Bend Subsidence District, or obtain water from other sources, Rosenberg will have the option, which option Rosenberg will not unreasonably withhold, of calling upon the Brazos River Authority to release water from storage under the contract between Rosenberg and the Brazos River Authority.

## **ARTICLE V CONSTRUCTION OF DELIVERY SYSTEM**

**Section 5.1. Construction of Delivery System by BWA.** All aspects of the Delivery System will be constructed by BWA and at BWA's sole cost; however, the bond payments associated with that financing thereof will be borne by all Customers, Participating Customers and non-Participating Customers alike, subject to the exception stated in Section 5.6 below relating to Rosenberg's oversizing of the Delivery System. Rosenberg will provide any and all necessary easements and right of ways on Rosenberg's real property and any and all permits and fees at no cost to BWA. BWA shall assist Rosenberg in the set-up and installation of the metering and control equipment necessary for the Delivery System.

**Section 5.2. Location of Delivery System.** The Delivery System will begin at BWA's plant location in Lake Jackson and the Parties anticipate the Pipeline will follow the path set forth generally in Exhibit "A" to the Point of Delivery. The Parties agree Exhibit "A" will be replaced by a survey completed by a licensed engineer more specifically setting forth the location of the Delivery System, but the survey will be incorporated into this Agreement by reference and not as an exhibit to this Agreement. BWA will cause its design professionals to keep Rosenberg informed on the routing of the Delivery System and to consult with Rosenberg

on the routing, but in the event of a disagreement between BWA and Rosenberg on the routing, BWA will have the sole discretion to determine the location and route of the Delivery System and will use Commercially Reasonable Efforts to acquire the necessary rights-of-way and easements; provided, however, BWA agrees not to change the route depicted on Exhibit A in a manner that increases the projected construction cost or time for construction by more than ten percent without notifying Rosenberg in writing in advance. Rosenberg agrees to grant and coordinate, at no cost to BWA, the rights to use Rosenberg's streets, real property, easements and right of ways, as necessary for the construction and maintenance of the Delivery System.

**Section 5.3. Bid Process.** Upon finalization of the plans, specifications and Agreement, BWA will obtain competitive bids for the construction of the Delivery System as required by Law. BWA will award such Agreements to qualified, bondable contractors. Within a reasonable time following the bid process, BWA will then initiate construction as provided in the plans, specifications and Agreement, subject to any written change orders issued during construction. Provided, however, BWA and Rosenberg may determine that the design/build method of procurement or some other procurement method may be available for construction of the Delivery System and, if used, the alternative procurement method will probably decrease the time required for construction or the cost of construction and will not increase the projected cost or time for construction, and in the event of that determination by the Parties, then, subject to the mutual consent of BWA and Customer, that the design/build method of procurement, or other procurement method, may be used by BWA and the first sentence of this section will be modified to allow that method of procurement.

**Section 5.4. BWA to Require Liquidated Damages Clauses in Agreements.** BWA will require liquidated damages clauses in the contracts for the construction of the Delivery

System that provides for payment damages in the event the contractor does not timely complete the design or construction to obtain substantial completion at the earliest practicable time. The number of days allowed for substantial completion of the Delivery System and the amount of liquidated damages will be determined by BWA in a Commercially Reasonable Manner considering the time projected to be required to design or to construct the Delivery System, the penalties imposed by the Fort Bend Subsidence District for failing to meet the deadline for having an alternative water supply and the cost incurred by Rosenberg for acquiring credits to avoid such penalties, the impact of the amount of liquidated damages on the amount of the bids and the number of bidders. BWA will confer with Rosenberg regarding the time projected for design completion and Substantial Completion; however, BWA will have final authority to determine said dates and all aspects of construction of the Delivery System. BWA agrees to not approve change orders increasing the number of days required for completion of the design or the substantial completion of construction without the advance written notice to Rosenberg, but BWA will have final authority to execute all necessary change orders. BWA will not approve any change orders that are unnecessary to the Delivery System and extend the substantial completion date of the Delivery System without the written consent of Rosenberg.

**Section 5.5. Reports of Construction Status.** BWA will provide written reports to Rosenberg regarding status of the construction of the Delivery System upon written request by Rosenberg, but such reports shall be provided no more than monthly. BWA grants Rosenberg, and its consulting engineer a right of entry to observe construction of the Delivery System so long as such action does not impede the progress of construction or cause a safety issue, but Rosenberg and its consulting engineer will not have any right to control the method of

construction and shall comply with safety requirements imposed by BWA and the BWA's contractor.

**Section 5.6. Oversizing Rights.** Rosenberg will have the right to oversize the Delivery System, or portions of the Delivery System designated by Rosenberg, at Rosenberg's sole cost. If Rosenberg elects to oversize the Delivery System, the design considerations described in Exhibit C attached hereto will be implemented by BWA and Rosenberg. In addition, if Rosenberg chooses not to make a lump sum payment to BWA for the costs of the oversizing, BWA and Rosenberg will enter into negotiations regarding the payment of debt associated with financing the construction. If Rosenberg chooses to oversize the Delivery System, or portions of the Delivery System, Rosenberg will have the exclusive right to the use of the additional capacity provided by the oversizing; provided, however, BWA shall be under no obligation to supply water to Rosenberg in excess of 3,000,000 MGD except as may be provided in this Agreement. Rosenberg shall pay the costs of the construction of the oversized portion by the debt service costs of which is payable solely by Rosenberg, Rosenberg will make a lump-sum payment or progress payments to BWA from sources of funds available to Rosenberg as may be provided by a written agreement between Rosenberg and BWA. Rosenberg agrees to pay BWA, or reimburse BWA, for the cost of the Delivery System with additional capacity in the amount designated by Rosenberg, and the projection of estimated cost of the oversizing, and if Rosenberg chooses to proceed with the oversizing, BWA will cause the project engineer to prepare notices of bids requesting an alternative bid for the Delivery System, as oversized. Prior to award of the construction contract(s) for the Delivery System, Rosenberg will make a final decision regarding whether to oversize the Delivery System. If Rosenberg chooses to exercise its rights under this section of the Agreement and timely pays the capital costs directly

attributable to the oversized Delivery System, Rosenberg will have additional reserved capacity in the Water Delivery System and BWA agrees that BWA will not use the additional reserved capacity to deliver water to any person other than Rosenberg except with the prior written consent of Rosenberg and subject to the conditions imposed by such consent. In the event that Rosenberg does not elect to cause the design of the oversized Delivery System, or cause the funds to be available to pay the additional cost of oversizing the Delivery System, upon notice and opportunity to cure, Rosenberg waives its rights under this section of the Agreement.

## **ARTICLE VI FINANCING OF DELIVERY SYSTEM**

**Section 6.1. Financing of the Delivery System.** Prior to the issuance of the Project Bonds, BWA will furnish bond resolutions authorizing issuance of the Project Bonds to the Participating Customers for review and approval and as set forth in Section 1.1.a. above. BWA will use Commercially Reasonable Efforts to issue the Project Bonds in an amount which BWA determines to be sufficient to pay the costs of the Delivery System. The costs of the Delivery System will include all construction costs, and without limiting the generality of the foregoing will include the purchase of equipment and materials; initial supplies; real property and rights in real property; easements, rights-of-way and damages to real property; engineering; capitalized interest; financing; financial consultants; administrative expenses; auditing and BWA's legal expenses, incurred in connection with the acquisition and construction of the Delivery System. The Project Bonds will be issued as Regional Revenue Bonds under and pursuant to the Regional Revenue Bond Resolution dated August 26, 2014. Issuance of the Project Bonds will be dependent upon meeting the financial covenants contained within said bond resolution.

**Section 6.2. Financing Future Required Expansions.** BWA further grants Rosenberg the option to upgrade or expand the System in order to increase the Contract Quantity of Water

to the amount that oversized portion of the Delivery System may transport. The financing of such expansion of the System, will be subject to the future written agreement of the Parties and further subject to approval of the Participating Customers by a majority in interest and a majority in number.

**ARTICLE VII  
QUANTITY, RATE AND TERM FOR  
PURCHASE AND SALE OF WATER**

**Section 7.1. BWA to Supply Contract Quantity of Water.** Subject to the terms and conditions of this Agreement, BWA agrees to sell and deliver to Rosenberg, and Rosenberg agrees to take and pay for, whether taken or not, the Contract Quantity of Water.

**Section 7.2. Price of Contract Quantity of Water.** It is agreed that the price charged by BWA and payable by Rosenberg for the Contract Quantity of Water is based on the price paid by Participating Customers, now or as adjusted in the future, plus Eighteen Cents (\$0.18) per 1,000 gallons. The specific price for the Contract Quantity of Water will be based on the Annual System Budget prior to the beginning of each Fiscal Year.

**Section 7.3. Annual System Budget.** The Annual System Budget will itemize estimates of all Capital Costs and all Operating Costs and all revenues for the ensuing Fiscal Year. After consideration of any written comments submitted to BWA by Rosenberg, and within thirty (30) days of receipt of the Annual System Budget, BWA will, not less than thirty (30) days prior to the beginning of such Fiscal Year, adopt an Annual System Budget and will deliver same to Rosenberg. In order for Rosenberg to adopt its annual budget during August and September of each year and to set its retail water rates based upon that annual budget, BWA will use Commercially Reasonable Efforts to provide Rosenberg the projected price of the Contract

Quantity of Water during July of each year and to modify that projection as BWA modifies and finalizes the Annual System Budget.

**Section 7.4. Amendment to Annual System Budget.** If, at any time, or from time to time, after the adoption of an Annual System Budget, BWA estimates that the Operating Costs or Capital Costs of the System for the Fiscal Year, or any part thereof for which such Annual System Budget applies will be substantially greater or less than Operating Costs or Capital Costs or revenues set forth in the Annual System Budget during the remainder of such Fiscal Year, then BWA will prepare and deliver to the Rosenberg an amended Annual System Budget. This amended Annual System Budget shall itemize estimates of all Capital Costs and all Operating Costs and revenues for the remainder of that Fiscal Year. After consideration of any written comments submitted to BWA by the Customers within fifteen (15) days of receipt of the amended Annual System Budget concerning specific cost items or revenue items, BWA shall adopt an amended Annual System Budget for such Fiscal Year and shall deliver copies of such amended Annual System Budget or amended Annual System Budget previously provided.

**Section 7.5. Rate for Excess Contract Quantity of Water.** BWA and Rosenberg agree that the Contract Quantity of Water will be the amount contracted for herein. Rosenberg further anticipates its necessity of water in addition to the Contract Quantity of Water will be an exception rather than routine. BWA, however, may deliver water required by Rosenberg which is in excess of the Contract Quantity of Water ("Excess Contract Quantity of Water"). Such Excess Contract Quantity of Water will be subject to a surcharge that includes the rate then in effect multiplied by a factor of 1.22. Whether or not there is an Excess Contract Quantity of Water will be determined on an annual basis. In such event, Rosenberg will be sent an invoice

for the Excess Contract Quantity of Water, which shall be payable within forty-five (45) days of Rosenberg's receipt.

**Section 7.6. Increase in the Contract Quantity of Water.** Rosenberg agrees that the Reserve Capacity of the System shall be first available and allocated among the Participating Customers on the basis of actual need and usage. In the event no Participating Customer has actual need and usage of the Reserve Capacity of the System, Rosenberg may request in writing the Contract Quantity of Water be increased. Any such increase in the Contract Quantity of Water shall be reflected by a written amendment to this Agreement.

Upon conclusion or termination of this Agreement for any reason, Rosenberg's Contract Quantity of Water will become a part of the Reserve Capacity of the System.

**Section 7.7. Sale of Treated Water from Reserve Capacity to Purchasers Other Than Participating Customers.** BWA may sell water or capacity out of the Reserve Capacity of the System, as it exists or hereafter expanded, to purchasers other than Rosenberg or Participating Customers if it finds that such sales would benefit the Participating Customers and will not create a situation in which BWA may fail to satisfy its obligations to Rosenberg under this Agreement.

**Section 7.8. Allocation During Water Shortage.** During times of drought, the parties will comply with BWA's Drought Contingency Plan attached as Exhibit "B", as it exists or as hereafter amended, in order to comply with administrative or legislative mandates or any other Law. BWA agrees not to amend the Drought Contingency Plan in a manner that discriminates against Rosenberg in favor of the Participating Customers.

**Section 7.9. BWA's Accounts and Annual Audit.** BWA will keep accurate records and accounts of the System and of the transactions relating to the System as well as of the

operations of BWA in accordance with standard accounting practices. After the close of each Fiscal Year, BWA shall cause such records and accounts and all transactions of BWA relating to the System with respect to such Fiscal year, including specifically a comparison of the Annual System Budget with the actual costs incurred during that Fiscal Year of the specific items included as Capital Costs and Operating Costs, to be subject to an annual audit by BWA's accountant. Within one hundred fifty (150) days of the close of each Fiscal Year, a copy of such annual audit, including all written comments and recommendations of BWA's accountant, will be sent by BWA to Rosenberg. If the annual audit indicates that the water rates paid by the Customers during the preceding Fiscal Year exceeded or was less than the amount which BWA reasonably and prudently needed to recover the Operating Costs and Capital Costs of the System, then BWA will appropriately adjust the Customers' water rates then in effect to reflect such excess or deficiency.

**Section 7.10. Rosenberg's Annual Audit.** Rosenberg agrees to provide BWA an audit each year of this Agreement within one hundred fifty (150) days of the close of the Fiscal Year.

#### **ARTICLE VIII BILLING, PAYMENT AND ACCOUNTS**

**Section 8.1. Monthly Billing.** Rosenberg will pay for the Contract Quantity of Water on a monthly basis and within thirty (30) days of receipt of invoice. BWA may charge Rosenberg interest on unpaid invoices commencing on the thirty-first (31<sup>st</sup>) day after the invoice is due at the rate of ten percent (10%) per annum. Payment will be made via electronic funds transfer (EFT). Properly completed invoices shall be mailed to the following address:

The City of Rosenberg  
Attn: City Manager  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

**Section 8.2. Itemized Billing.** BWA will issue an itemized monthly invoice to the Rosenberg which shall show gallons of water at each of the account meters for the Contract Quantity of Water and any Excess Contract Quantity of Water. The billing period for BWA is first of the month to the end of the month.

**Section 8.3. Commencement of Billing.** Beginning with the month after BWA begins delivery of water to Rosenberg pursuant to this Agreement, for purposes other than testing of facilities, BWA will commence invoicing Rosenberg for the Contract Quantity of Water at the rate determined in accordance with Section 7.2 of this Agreement.

Provided, however, prior to the delivery of water by BWA to Rosenberg, BWA will commence invoicing Rosenberg for Rosenberg's proportionate share of the System Capital Costs one (1) month after approval by the Participating Customers of this Agreement and the bond resolution or as required by the bond covenants for the Project Bonds. The formula for determining Rosenberg's proportionate share of the System Capital Costs shall be same formula as used for the Participating Customers.

Provided, however, prior to the delivery of water by BWA to Rosenberg, BWA will commence invoicing Rosenberg for Rosenberg's proportionate share of the System Operating Costs one (1) month after the first delivery of the Contract Quantity of Water set forth in this Agreement, unless another date is required by BWA's bond covenants for the Project Bonds.

## **ARTICLE IX OPERATIONS AND MAINTENANCE**

**Section 9.1. Point of Delivery and Title.** The Point of Delivery will be at the location set forth on Exhibit "A" or such other points as BWA and Rosenberg, by mutual written agreement, designate. Title to the water shall pass to the Rosenberg when it passes through the Air Gap at the Point of Delivery.

**Section 9.2. Delivery and Terminal Storage.**

- a) Water will be delivered to Rosenberg through the Air Gap connection at an average daily rate as needed for the Contract Quantity of Water, and as required by TCEQ regulations and Law.
- b) Rosenberg shall furnish adequate ground storage tanks into which the Contract Quantity of Water will be deposited from the Delivery System.

**Section 9.3. Measuring and Control Equipment.**

**Equipment and Meters**

BWA will furnish, install, operate, and maintain at its own expense the necessary equipment and devices for properly measuring and controlling the quantity of water delivered under this Agreement. Such equipment and devices shall remain the property of BWA. Installation of the equipment shall be coordinated with Rosenberg prior to installation if located on Rosenberg's real property. Rosenberg shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or agents of BWA.

Rosenberg has authority to access data signals to monitor flow in the system and tank level, but in no way unreasonably interfere or disturb the Delivery System. The records of the meter or meters will be kept by BWA at its principal office. Upon written request by Rosenberg, BWA will provide such records or permit Rosenberg to have access to same at the principal office of BWA during normal business hours.

**Calibration of Meters**

The Parties will give reasonable notice of the time when any calibration is to be made to the equipment of meters measuring and controlling the quantity of water delivered under this Agreement.

Not more often than annually, BWA will calibrate its meters if requested in writing by Rosenberg to do so. Rosenberg may have a representative present for any such calibration. If Rosenberg representative is not present at the time set, BWA may proceed with calibration and adjustment in the absence of any Rosenberg representative.

If BWA authorizes in writing, Rosenberg may, at its sole cost, elect to install and maintain its own meters. Such Rosenberg meters will be calibrated by Rosenberg and only in the presence of a BWA representative and the Parties will jointly observe any adjustment in case any adjustment is necessary.

#### Check Meter

Rosenberg may, at its own expense, install, maintain and operate a check meter to check each meter installed by BWA, but the measurement of water for the purposes of this Agreement shall be solely measured by BWA's meters. All such check meters shall be subject at all reasonable times to inspection and examination by BWA; however, the reading, calibration, and adjustment thereof shall be made only by Rosenberg.

#### Corrections

If upon any test, the percentage of inaccuracy of any meter installed by BWA is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If the time when such inaccuracy began is not ascertainable, registration shall be corrected for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service so that the amount of water delivered cannot be ascertained, the water delivered through the period such meters are out of shall be estimated and agreed upon by the Parties hereto upon the basis of the

best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated by the following options and in the following priority:

- a) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation; or
- b) estimating the quantity of water delivered by deliveries during the preceding period under similar conditions when the meter or meters were registering accurately; or
- c) if applicable, by using Rosenberg's own records of water usage within its water system.

The performance of services under this Agreement shall be in accordance with BWA's security systems and safety rules, or when applicable, as required by Law. Updates and revisions will be communicated by BWA to Rosenberg within a reasonable time.

**Section 9.4. Rosenberg to Provide Utilities.** Rosenberg, at its sole cost, will provide any and all necessary electricity and other utilities for the control station necessary that houses the equipment necessary for monitoring and flow control, said equipment shall be located upon Rosenberg property at the Point of Delivery.

**Section 9.5. Quality.** Without limiting or reducing any sovereign immunity afforded BWA and without expanding any exceptions thereof, BWA agrees to deliver to Rosenberg water of sufficient quality to conform to the standards of the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and any other Laws regulating potable water.

**Section 9.6. Data.** To permit BWA to accumulate statistical data which would enable it to render better service and facilitate plans for betterment and future expansion of the System,

Rosenberg agrees to furnish to such information as BWA may reasonably request from time to time. In addition, Rosenberg will provide BWA with a copy of reports to the TCEQ, if any, regarding its potable water usage contemporaneously with the submission of the reports to TCEQ. BWA will use the aforesaid information to plan for Rosenberg's future needs for treated water and shall conduct or commission such studies as BWA deems necessary in order to provide for expansions of the System Capacity. Any such expansions shall be conducted pursuant to the terms of this Agreement and other agreements BWA may have with the Customers, as applicable.

**Section 9.7. Standard of Operation and Agreements with Third Parties.** BWA agrees that it will use Commercially Reasonable Efforts to operate, maintain and manage the System in an efficient and economical manner, and in accordance with standards used by agencies owning like properties. BWA may from time to time establish standards and rules and regulations for such operations which are not inconsistent with ensuring water service to the Participating Customers.

**Section 9.8. Interruptions in Service.** BWA shall use Commercially Reasonable Efforts to deliver to Rosenberg a constant and uninterrupted supply of water in accordance with this Agreement. BWA may temporarily interrupt and reduce deliveries of water to Rosenberg if BWA determines that such interruption or reduction is necessary in case of emergencies or to install equipment, make repairs, replacements, or inspections, or perform any other maintenance work on the System. After informing Rosenberg regarding any such planned interruption or reduction, giving the reason therefor, and stating the probable duration thereof, BWA will attempt to schedule such interruption or reduction at a time which will cause the least interference with the operations of Rosenberg. BWA will provide Rosenberg as much advance

notice as commercially reasonable under the circumstances. Notwithstanding any provisions herein, if for any reason beyond the control of BWA, it is unable to deliver all of the Contract Quantity of Water to Rosenberg or any other Customer, BWA shall have the right to allocate the water available for delivery to Rosenberg and other Customers; provided, however, that any allocation shall be reasonably proportionate and shall conform to the priorities of use established by Law.

**Section 9.9. Increase in System Capacity.** BWA may, from time to time, unilaterally without conferring with Rosenberg engage in projects to increase the System Capacity and incur indebtedness associated therewith, but only with the necessary approvals from the Participating Customers.

**Section 9.10. Water Conservation Plans.** BWA and the Rosenberg agree to take all reasonable actions required by the appropriate Laws for the adoption of a water conservation and drought contingency plans. The Rosenberg and BWA further covenant to comply with such plans.

**Section 9.11. Sale of Water by Rosenberg.** Rosenberg shall have the right to maintain existing contracts or to enter into contracts for the resale of water delivered to the Rosenberg by BWA.

**Section 9.12. Rated Capacity of System.** The BWA shall, from time to time, determine if the rated capacity of the System or any portion of the System should be changed (increased or decreased) to reflect the actual capacity of the System to supply treated water complying with water quality standards for potable water as provided in this Contract on a consistent basis if operated throughout the year in accordance with regulatory requirements. Any such determination shall be based upon a written report by the BWA's consulting engineer. BWA

shall give Rosenberg prior notice of any test to redetermine the rated capacity of the System and provide Rosenberg the opportunity to be present during any test period and to review and comment on any draft of the report of the consulting engineer.

**Section 9.13. Right of First Refusal.** BWA grants Rosenberg a right of first refusal on any sale of the Pipeline, or any segment of the Pipeline. BWA shall provide Rosenberg the terms of the sale and provide Rosenberg sixty (60) days to exercise its right of first refusal. The right of first refusal will be continuing and will apply to any subsequent attempts to sell the Pipeline or any segment of Pipeline.

## **ARTICLE X DEFAULT AND REMEDIES**

**Section 10.1. Default.** The following shall be considered a default under this Agreement:

- a) the failure of the Rosenberg to make any monetary payment when due under this Agreement and such failure continues after ten (10) days written notice; or
- b) the failure of either party to perform and observe in a timely manner any non-monetary obligations or covenants contained in this Agreement and such failure is not cured within twenty (20) days after written notice, specifying such default, to the nonperforming party by the other party provided, however, that if the nonperformance cannot reasonably be cured within twenty (20) days, then no default shall occur if, and as long as, the Party has initiated all remedial action reasonably possible within the twenty (20) days period and thereafter continues diligently to remedy the failure. There shall be no default by BWA for failure to provide the Contract Quantity of Water during periods of water shortages due to dry weather conditions if BWA abides by its Drought Contingency Plan shown in Exhibit "B".

**Section 10.2. Remedies Upon Default.**

- a) It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by either Party and shall be cumulative. Recognizing, however, that BWA's undertaking to provide and maintain services as provided herein is an obligation, failure in the performance of which cannot be adequately

compensated in money damages alone, BWA agrees in the event of any material default on its part, that Rosenberg shall have available to it the equitable remedy of specific performance in addition to any other legal or equitable remedy which may also be available to Rosenberg at such time.

- b) If a monetary default by Rosenberg shall occur and be continuing, BWA shall have the right to cease delivery of water under this Agreement by giving Rosenberg thirty (30) days advance written notice after the expiration of the ten (10) days provided above in Section 10.1.a. In addition, BWA shall have the right to terminate all of the Rosenberg's other rights, if any, including the Rosenberg's right to receive delivery of water hereunder. If BWA terminates all of Rosenberg's rights under this Agreement, Rosenberg's Contract Quantity of Water shall be added to and become a part of the reserve capacity and shall thereafter be available for the use of the Participating Customers.
- c) Irrespective of anything to the contrary herein, Rosenberg may not terminate Agreement for cause, except if BWA is unable to supply Contract Quantity of Water for three (3) consecutive months or longer when the Drought Contingency Plan is not in effect.
- d) The Parties agree in the event Rosenberg breaches this Agreement by failing to proceed with the Contract or this project at any time, then BWA's damages would include the sum total of all Expenses incurred at the time of Rosenberg's breach, which amount shall incur interest at the rate of eighteen percent (18%) per annum. "Expenses" shall include all costs incurred by BWA as a result of this Agreement, including but not limited to the following costs: construction; engineering and consultants; land purchases; attorney's fees; financial advisor fees; in the event the Project Bonds have been issued, all bond indebtedness resulting from the Delivery System remaining outstanding at the time of Rosenberg's breach, including any and all penalties and expenses associated with any default of bond covenants; real property, easement and right of way purchases; alignment study fees; and any other costs or expenses incurred or arising out of this Agreement BWA would not have incurred but for Rosenberg's execution of this Agreement.
- e) Either party may commence suits, actions or proceedings, at law or in equity, including suits for specific performance as may be necessary or appropriate to enforce the obligations of defaulting party.

**ARTICLE XI  
TERM AND RENEWALS OF AGREEMENT**

**Section 11.1. Term.** This Agreement shall remain in effect from the Effective Date until there is payment in full of the principal, premium, if any, and interest on all Bonds and all related fees to be paid under any bond resolution or indenture securing the indebtedness incurred for the construction, equipment or repair of the System, and any terms associated with refinancing thereof, if any.

**Section 11.2. Renewal of Agreement.** Upon the expiration of the term of this Agreement, BWA agrees to negotiate in good faith with Rosenberg to continue to provide potable water (to the extent then permitted by Law), if so requested by Rosenberg.

**ARTICLE XII  
INSURANCE**

**Section 12.1. Insurance.** BWA shall maintain, or cause to be maintained, to the extent available, the following insurance coverage:

- a) Insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring in any way related to the operations of BWA (including liability arising out of automobile accidents involving employees or agents of BWA, while on business related to BWA and general liability for the torts of the employees and agents of BWA, both on and off the site of the System while acting within the scope of their employment), at least in the minimum amounts prescribed in the Texas Tort Claims Act, as amended, for death and bodily injury claims resulting from any one accident and the minimum amounts for property damage involving motor driven vehicles or equipment, with coverage in excess of the aforesaid limits, to the extent permitted by law for political subdivisions of the State of Texas and in the amounts deemed necessary by BWA, under what is commonly known and referred to as "umbrella coverage".
- b) Workers' compensation insurance on the employees of BWA or other workers who typically work in or about the System in such amounts as may be required by the laws of the State of Texas.
- c) Such other insurance as BWA deems necessary to provide it adequate protection.

All policies evidencing the insurance shall be maintained in generally recognized, responsible insurance companies or associations insuring municipal corporations qualified under the laws of the State of Texas to assume the respective risks undertaken and may be written with reasonable deductible amounts.

### **ARTICLE XIII MISCELLANEOUS**

**Section 13.1. No Waiver Implied.** No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstance. Any waiver of rights will only be enforceable if such waiver is in writing and signed by the Parties.

**Section 13.2. Force Majeure.** If Force Majeure prevents either party hereto from performing any of its obligations under this Agreement then the obligations of such party, to the extent affected by such Force Majeure, shall be suspended during the continuance of any liability so caused, so long as such party is exercising due diligence to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the Force Majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such Force Majeure to the other party. It is understood and agreed that the settlement of riots, inmate disturbances, strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

**Section 13.3. Non Binding Dispute Resolution.** As used herein, the term "Dispute" means any dispute, claim, or controversy arising out of or relating to this Lease, or the performance, breach, validity, interpretation, application, or termination hereof. The Parties hereby agree that, in the event of a Dispute, prior to and as a condition to instituting any litigation relating to such Dispute, the Dispute will be submitted to non-binding mediation in Brazoria County, Texas before a mediator agreeable to both Parties. If the Parties are unable to resolve the Dispute in such non-binding mediation within sixty (60) days of commencement of same, either of the Parties shall be free to commence litigation at any time thereafter.

**Section 13.4. Addresses and Notice.** Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by facsimile. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective upon deposit in the United States mail. Notice given in any other manner shall be effective only in and when received by the party notified. For the purpose of Notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to BWA, to:

Brazosport Water Authority  
Attn: General Manager  
1251 FM 2004  
Lake Jackson, Texas 77566-0816  
Fax No.: (979) 297-8933

With copy to:

Mauro & Cordoba, PLLC  
Attn: Jason Cordoba, Attorney at Law  
208 Parking Way  
Lake Jackson, Texas 77566

If to the Rosenberg, to:

City of Rosenberg  
Attn: City Manager  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471  
Fax No.: (832) 595-3311

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days' written notice to the other Party.

**Section 13.5. Modification.** No modification of this Agreement or any of its provisions shall be binding upon a Party unless in writing signed by such Party.

**Section 13.6. Assignability.** This Agreement shall not be assignable without the written consent of the Parties.

**Section 13.7. No Partnership.** The relationship between the Parties at all times shall remain solely an Agreement for services as independent contractor and shall not be deemed a partnership or joint venture.

**Section 13.8. Captions.** The captions appearing at the first of each number article and section in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations, or liabilities or the respective parties hereto or in ascertaining intent, if any question of intent should arise.

**Section 13.9. Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement of the application thereof to any person or circumstance shall

ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

**Section 13.10. Exhibits.** The exhibits attached hereto are incorporated herein for all purposes.

**Section 13.11. No Sale of Water Rights Contemplated in This Agreement.** No sale or interest in water rights is contemplated or intended by this Agreement. Additionally, Rosenberg acquires no rights or interest in or to the System or in the management or operation of same.

**Section 13.12. Time of the Essence.** Time is of the essence with respect to all provisions of this Agreement.

**Section 13.13. Interpretation.** No provisions of this Agreement will be interpreted in favor of, or against, any of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

**Section 13.14. Integration.** The Agreement and the agreements and documents referred to herein (including the Exhibits) contain the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. The parties specifically disclaim reliance on any alleged prior agreements and understandings in entering into this Agreement. There are no other agreements, representations or warranties between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein.

**Section 13.15. Authority to Bind.** The individuals signing this Agreement on behalf of BWA and Rosenberg represent and warrant that they have express authority to execute this agreement and bind BWA or Rosenberg, as the case may be.

**Section 13.16. Attorney's Fees.** In the event of any litigation in relation to this Agreement, the unsuccessful party, in addition to all other sums that either party may be called on to pay, shall be required to pay reasonable sum for the successful party's attorney's fees.

**Section 13.17. Governing Law.** This Agreement shall be governed by and construed by Texas law. Venue for any action arising under this lease shall be in state court in Brazoria County, Texas as the parties agree this agreement is performable in Brazoria County, Texas.

**Section 13.18. Special, Incidental, Indirect and Consequential Damages.** Notwithstanding any other provision in this Agreement, neither Party, nor their respective officers, board members, council members, employees, agents or consultants shall be liable to the other party or anyone claiming by, through, or under the other party for special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related this Agreement.

#### **ARTICLE XIV BOND RELATED PROVISIONS**

**Section 14.1. Payments by Rosenberg Unconditional.** Rosenberg and BWA recognize that the Bonds will be payable from, and secured by, a pledge of the sums of money to be received by the BWA under this Agreement and the other contracts and that in order to make the Bonds marketable at the lowest available interest rate, it is to the mutual advantage of Rosenberg and BWA that Rosenberg's obligation to make the payments required hereunder be unconditional. All sums payable hereunder to BWA shall, so long as any part of the Project Bonds are outstanding and unpaid, be paid by the Rosenberg without set-off, counter-claim,

abatement, suspension or diminution except as otherwise expressly provided herein. So long as any part of the Bonds are outstanding and unpaid, this Agreement shall not terminate, nor shall Rosenberg have any right to terminate this Agreement nor be entitled to the abatement of any payment or any reduction thereof nor shall the obligations hereunder of Rosenberg be otherwise affected for any reason, it being the intention of the Parties that so long as any part of the Bonds are outstanding and unpaid, all sums required to be paid by Rosenberg to BWA shall continue to be payable in all events and the obligations of the Rosenberg hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Agreement. The amounts owed by Rosenberg under this Agreement shall be payable by Rosenberg, notwithstanding the suspension, interruption, temporary termination or unavailability of water from the System, in whole or in part, for any reason whatsoever, and shall not be subject to any reduction, whether by offset or otherwise.

**Section 14.2. Source of Payments.** All payments required to be made by Rosenberg to BWA under this Agreement shall be payable from the revenues and income received by the Rosenberg from the ownership and operation of its water system (or its water system as a portion of its combined utility system). BWA shall never have the right to demand payment by Rosenberg of any obligations assumed by or imposed upon it under or by virtue of this Agreement from any funds raised or to be raised by taxation, and Rosenberg's obligations under this Agreement shall never be construed to be a debt of the Rosenberg of such kind as to require it under the Constitution and laws of the State of Texas to levy and collect a tax to discharge such obligation. Nothing in this Section 14.2, however, shall be construed as preventing Rosenberg, in its sole discretion, from making any such payment from sources other than revenues and income of the Rosenberg's water system. Pursuant to the provisions of Section

5(b) of the Interlocal Cooperation Act, such payments made hereunder shall be an operating expense of the Rosenberg's water system or combined utility system as the case may be.

**Section 14.3. Covenant to Maintain Sufficient Income.** Rosenberg agrees to own its water system throughout the Term of this Agreement, and agrees to fix and maintain such rates and collect such charges for the facilities and services provided by its water system as will be adequate to permit the Rosenberg to make prompt payment of its obligations hereunder, and to make prompt payment of the interest on and principal of the bonds or other obligations of the Rosenberg payable, in whole or in part, from the revenues of its water system or combined utility system.

**Section 14.4. Covenants Regarding Bonds.** BWA and Rosenberg covenant and agree that neither of them shall use or permit to be used any of the water provided under this Agreement in any manner or for any purpose which would (a) cause any Bond to be deemed a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or as an "arbitrage bond" within the meaning of Section 148 of the Code or (b) cause the interest on any Bonds not to be exempt from federal income taxation to the extent permitted by law. Further, Rosenberg agrees to cooperate with BWA in the issuance of any Bonds and the preparation of any offering statement regarding such Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date and year first written in this Agreement.

**BRAZOSPORT WATER AUTHORITY**

By: Juan Longoria  
Juan Longoria, President  
Date: 11/25/2014

Attest:

By: J.R. Norris  
J.R. Norris, Secretary  
Date: 11/25/14

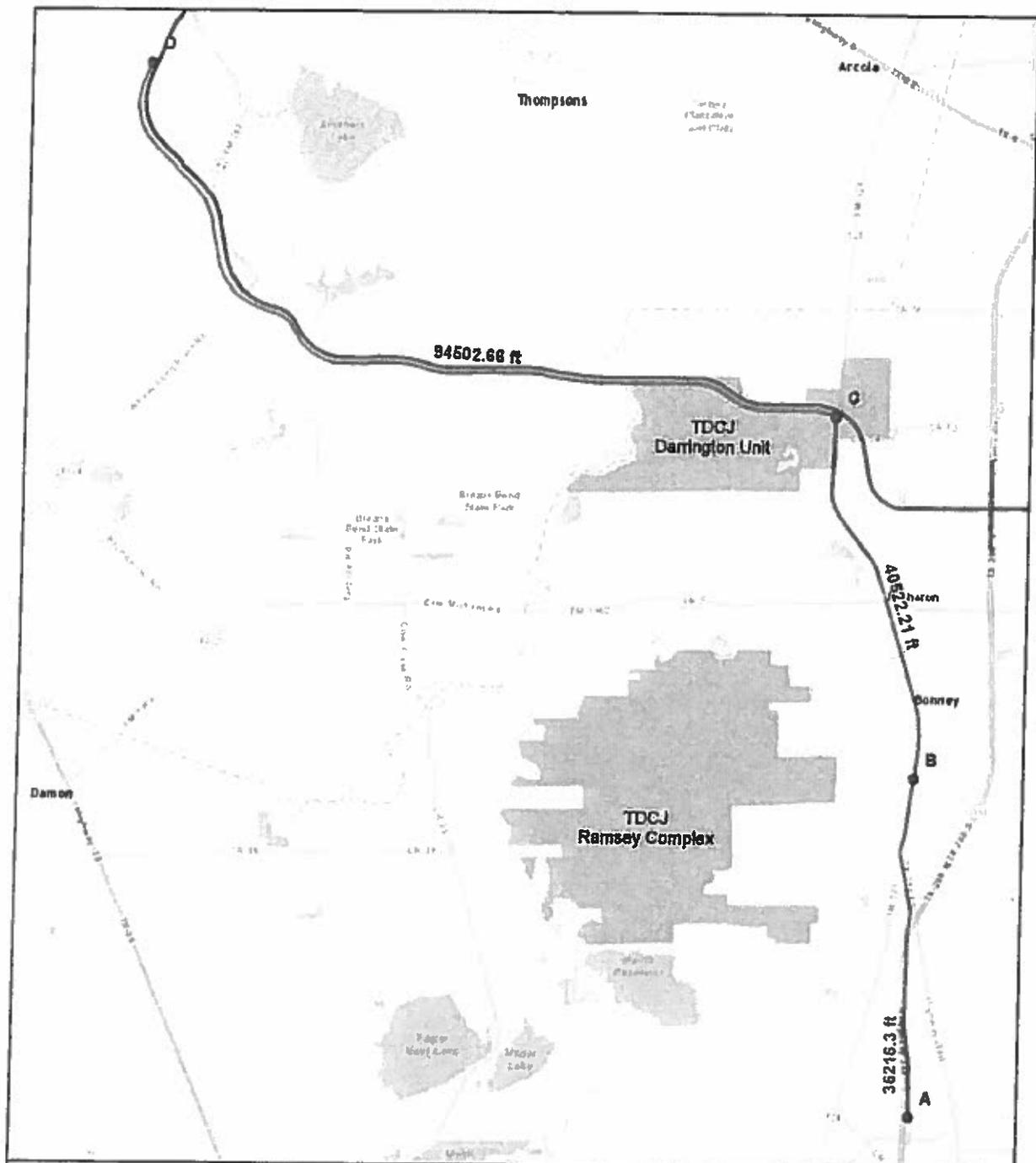
**THE CITY OF ROSENBERG, TEXAS**

By: \_\_\_\_\_  
Vincent Morales, Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary  
Date: \_\_\_\_\_

**Exhibit "A"**  
**Map of Delivery System (including Pipeline)**



- Legend**
- Split Points
  - Proposed Pipeline
  - - - Grand Parkway Alignment 'B'
  - ▨ Brazoria Prisons



**BWA Proposed Pipeline**  
 Exhibit A  
 Map of Delivery System  
 November 25, 2014

**Exhibit "B"**  
**Drought Contingency Plan**

**DROUGHT CONTINGENCY PLAN  
FOR THE  
BRAZOSPORT WATER AUTHORITY**

**JULY 22, 2014**

**Section I: Declaration of Policy, Purpose, and Intent**

In order to conserve the available water supply and/or to protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Brazosport Water Authority adopts the following Drought Contingency Plan (hereafter referred to as The Plan).

**Section II: Public Involvement**

Opportunity for water customers to provide input into the preparation of The Plan was provided by The Brazosport Water Authority. The meetings were held at The Brazosport Water Authority conference room on July 26, 2011 where the need for The Plan was explained. Input responses from these representatives was requested prior to that meeting with a return date of no later than July 26, 2011. Brazosport Water Authority has received input from personnel of numerous BWA customers.

**Section III: Water Customer Education**

The Brazosport Water Authority will periodically provide water customers with information about The Plan. This will include information about the conditions under which each stage of The Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of customer meetings, press releases, mailings, faxes, and telephones messages.

**Section IV: Coordination with Regional Water Planning Groups**

The water service area of the Brazosport Water Authority is located within the Houston Regional Water Planning Group H. The Brazosport Water Authority has provided a copy of The Plan to the Houston Regional Water Planning Group H in Conroe, Texas.

Approved 07/22/2014

**Section V: Authorization**

The General Manager or his/her designee, is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety and welfare. The General Manager, or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. As utilization of an alternative water source, Brazosport Water Authority Board of Directors has granted approval to the General Manager for the purchase of a water release from the Brazos River Authority in the event that any stage is implemented or to avoid the implementation of a stage.

**Section VI: Application**

The provisions of this Plan shall apply to all customers utilizing water provided by the Brazosport Water Authority. The terms person and customer as used in The Plan include individuals, corporations, partnerships, associations, and all other legal entities.

**Section VII: Triggering Criteria for Initiation and Termination of Drought Response Stages**

The General Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of The Plan. Customer notification of the initiation or termination of drought response stages will be made by customer meetings, press release, email, fax, or telephone.

The triggering criteria described below are based on an analysis of the saline content of Brazos River water and the vulnerability of this water source under drought of record conditions.

***Stage 1 – Mild Water Shortage Conditions***

Requirements for initiation – The Brazosport Water Authority will recognize mild water shortage conditions if any of the following exist:

- When total potable water demand equals or exceeds 140% of contracted quantity for any 24 hour period.
- When supplemental water purchases are required.

- When TCEQ suspends water rights on the lower Brazos Basin of junior water rights holders for 1980 and up.
- When the daily average river level at Rosharon station falls below 4 feet for 3 consecutive days.

Requirements for termination – Stage 1 of The Plan may be rescinded when the conditions listed as triggering events have ceased to exist for a period of five (5) consecutive days. The Brazosport Water Authority will notify its customers and the media of the termination of Stage 1 in the same manner as the notification shown on page 2 section VII of this plan.

***Stage 2 – Moderate Water Shortage Conditions***

Requirements for initiation – The Brazosport Water Authority will recognize moderate water shortage conditions if any of the following exist:

- When total water demand equals or exceeds 125% of contract quantity for any 24 hour period.
- When a second supplemental water purchase is required.
- When TCEQ suspends water rights on the lower Brazos Basin of junior water rights holders for 1960 and up.
- When the daily average river level at Rosharon station falls below 3.5 feet for 3 consecutive days.

Requirements for termination – Stage 2 of The Plan may be rescinded when the conditions listed as triggering events have ceased to exist for a period of five (5) consecutive days. Upon termination of Stage 2, Stage 1 becomes operative. The Brazosport Water Authority will notify its customers and the media of the termination of Stage 2 in the same manner as the notification shown on page 2 section VII of this plan.

***Stage 3 – Severe Water Shortage Conditions***

Requirements for initiation – The Brazosport Water Authority will recognize severe water shortage conditions if any of the following exist:

- When total water demand equals or exceeds 105% of contracted quantity for any 24 hour period.
- When a third supplemental water purchase is required.

- When TCEQ suspends water rights on the lower Brazos Basin of junior water rights holders under 1960.
- When the daily average river level at Rosharon station falls below 2.5 feet for 3 consecutive days.

Requirements for termination – Stage 3 of The Plan may be rescinded when the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 3, Stage 2 becomes operative. The Brazosport Water Authority will notify its customers and the media of the termination of Stage 3 in the same manner as the notification shown on page 2 section VII of this plan.

#### *Stage 4 – Major Water Shortage Conditions*

Requirements for initiation – The Brazosport Water Authority will recognize major water shortage conditions if any of the following exist:

- When a fourth supplemental water purchase is required.
- When TCEQ requires additional restrictions or reduction of daily water delivery than stated in Stage 3 of this plan.
- When the daily average river levels at Rosharon station falls below 2.0 feet for 3 consecutive days.
- When storage capacity of the Brazos River Basin drops below 55%.

Requirements for termination – Stage 4 of The Plan may be rescinded when the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 4, Stage 3 becomes operative. The Brazosport Water Authority will notify its customers and the media of the termination of Stage 4 in the same manner as the notification shown on page 2 section VII of this plan.

#### *Stage 5 – Extreme Water Shortage Conditions*

Requirements for initiation – The Brazosport Water Authority will recognize extreme water shortage conditions if any of the following exist:

- When a fifth supplemental water purchase is required.
- When TCEQ requires additional restrictions and reduction of daily water delivery than stated in Stage 4 of this plan.

- When the daily average river level at Rosharon station falls below 1.5 foot.
- When Storage Capacity of the Brazos River Basin drops below 50%.

Requirements for termination – Stage 5 of The Plan may be rescinded when the conditions listed as triggering events have ceased to exist for a period of seven (7) consecutive days. Upon termination of Stage 5, Stage 4 becomes operative. The Brazosport Water Authority will notify its customers and the media of the termination of Stage 5 in the same manner as the notification shown on page 2 section VII of this plan.

#### *Emergency Water Shortage Conditions*

Requirements for initiation – The Brazosport Water Authority will recognize emergency water shortage conditions if any of the following exist:

- When a major water line breaks, or pump, power and other system failures occur, which cause loss of capability to provide water service.
- When there is natural or man-made contamination of the water supply source.
- When there is failure of water delivery from The Brazosport Water Authority’s storage and transfer source.

Requirements for termination – The implementation of emergency water shortage conditions may be rescinded when the conditions listed as triggering events have ceased to exist for a period of three (3) consecutive days. The Brazosport Water Authority will notify its customers and the media of the termination of the implementation of emergency water shortage conditions in the same manner as the notification shown on page 2 section VII of this plan.

### **Section VIII: Drought Response Stages**

The General Manager, or his/her designee, shall monitor water supply and/or demand conditions and, in accordance with the triggering criteria set forth in Section VII, shall determine that mild, moderate, or severe water shortage conditions exist or that an emergency condition exists and shall implement the following actions. All customer daily demand shall be demanded utilizing “Pro Rata Allocation”.

#### *Stage 1 – Mild Water Shortage Conditions*

1. Goal:

Achieve 120% or less of daily contracted potable water demand.

2. Supply Management Measures:

The Brazosport Water Authority will implement water conservation and minimize any non-essential water use within The Plant.

3. Demand Management Measures:

(a) The General Manager, or his/her designee(s), will contact customers informing them of procedures that will be implemented to reduce water usage.

(b) Information will be provided the news media regarding current conditions with a request to encourage the general population to conserve water wherever possible.

***Stage 2 – Moderate Water Shortage Conditions***

1. Goal:

Achieve 100% or less of daily contracted potable water demand.

2. Supply Management Measures:

The Brazosport Water Authority will limit all non-essential water use within The Plant.

3. Demand Management Measures:

The General Manager, or his/her designee(s), will:

(a) Contact customers informing them of procedures that will be implemented to reduce water usage.

(b) Information to be provided to news media regarding current conditions with a request to encourage the general population to conserve water wherever possible.

***Stage 3 – Severe Water Shortage Conditions***

1. Goal:

Achieve 90% or less of daily contracted potable water demand.

2. Supply Management Measures:

The Brazosport Water Authority will stop all non-essential water use within The Plant.

3. Demand Management Measures:

The General Manager, or his/her designee(s), will:

- (a) Contact customers informing them of procedures that will be implemented to reduce water usage. The Plan will take into consideration the customers ability to satisfy its needs from subsurface sources and the ability of customers to assist other customers through use of the pipelines existing within the system.
- (b) Information to be provided to news media regarding current conditions with a request to encourage the general population to conserve water wherever possible.

*Stage 4 – Major Water Shortage Conditions*

1. Goal

Achieve 85% or less of daily contracted potable water demand.

2. Supply Management Measures:

The Brazosport Water Authority will continue to uphold supply management measures from Stage 3.

3. Demand Management Measures:

The General Manager, or his/her designee(s), will:

- (a) Contact customers informing them of procedures that will be implemented to reduce water usage. The Plan will take into consideration the customers ability to satisfy its needs from subsurface sources and the ability of customers to assist other customers through use of the pipelines existing within the system.
- (b) Information to be provided to news media regarding current conditions with a request to encourage the general population to conserve water wherever possible.

### ***Stage 5 – Extreme Water Shortage Conditions***

1. Goal

Achieve 80% or less of daily contracted potable water demand.

2. Supply Management Measures:

The Brazosport Water Authority will continue to uphold supply management measures from Stage 3.

3. Demand Management Measures:

The General Manager, or his/her designee(s), will:

- (a) Contact customers informing them of procedures that will be implemented to reduce water usage. The Plan will take into consideration the customers ability to satisfy its needs from subsurface sources and the ability of customers to assist other customers through use of the pipelines existing within the system.
- (b) Information to be provided to news media regarding current conditions with a request to encourage the general population to conserve water wherever possible.

### ***Emergency Water Shortage Conditions***

Whenever emergency water shortage conditions exist as defined in Section VII of The Plan, the General Manager shall:

1. Assess the severity of the problem and identify the actions needed and time required to solve the problem.(Initiate emergency response procedures)
2. Inform the utility director or other responsible official of each customer by telephone or fax.
3. Notify appropriate regulatory officials.
4. Undertake necessary actions, including repairs as needed.
5. Notify customers of plan to restart water delivery.
6. Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

\* Please note in the event of a paid water release, BWA will supply a daily average allocation of water based on the proportion at which the release was determined until that water release has been expended.

### **Section IX: Pro Rata Water Allocation**

In the event that the triggering criteria specified in Section VII of The Plan for Stage 3 – Severe Water Shortage Conditions have been met, the General Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code Section 11.039 and according to the following water allocation policies and procedures:

- (a) A customer's monthly allocation shall be a percentage of the customer's monthly contracted amount of water, i.e. Contract Quantity. The percentage will be set by resolution of the Brazosport Water Authority Board of Directors based on the General Manager's assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries and may be adjusted periodically by resolution of the Brazosport Water Authority Board of Directors as conditions warrant. Once pro rata allocation is in effect, water diversions by or deliveries to each customer shall be limited to the allocation established for each month.
- (b) The General Manager shall provide notice, by certified mail, to each customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the Texas Commission on Environmental Quality upon initiation of pro rata water allocation.
- (c) Upon request of the customer or at the initiative of the General Manager, the allocation may be reduced or increased if an extenuating circumstance occurs and based on the sole discretion of the General Manager or his designee.
- (d) Usage totals will be monitored through Brazosport Water Authority SCADA System.
- (e) In the event that any water contracts are entered into or renewed with Brazosport Water Authority after adoption of The Plan, including contract extensions, the contracts shall include a provision stating that in the case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

\*\*Example Calculation of Monthly Allocation for a Hypothetical Water Customer

	2008	2009	2010	2011	2012	SUM	AVE	DROUGHT STAGE	TOTAL ALLOCATION PERCENTAGE	MONTHLY ALLOCATION
January	31.00	31.00	31.00	31.00	31.00	155.00	31.00	1	120%	37.20
February	29.00	28.00	28.00	28.00	29.00	142.00	28.40	1	120%	34.08
March	31.00	31.00	31.00	31.00	31.00	155.00	31.00	1	120%	37.20
April	30.00	30.00	30.00	30.00	30.00	150.00	30.00	1	120%	36.00
May	31.00	31.00	31.00	31.00	31.00	155.00	31.00	1	120%	37.20
June	30.00	30.00	30.00	30.00	30.00	150.00	30.00	2	100%	30.00
July	31.00	31.00	31.00	31.00	31.00	155.00	31.00	2	100%	31.00
August	31.00	31.00	31.00	31.00	31.00	155.00	31.00	3	90%	27.90
September	30.00	30.00	30.00	30.00	30.00	150.00	30.00	3	90%	27.00
October	31.00	31.00	31.00	31.00	31.00	155.00	31.00	4	85%	26.35
November	30.00	30.00	30.00	30.00	30.00	150.00	30.00	4	85%	25.50
December	31.00	31.00	31.00	31.00	31.00	155.00	31.00	5	80%	24.80
<b>TOTAL</b>	<b>366.00</b>	<b>365.00</b>	<b>365.00</b>	<b>365.00</b>	<b>366.00</b>		<b>365.40</b>			

\*UNITS IN MILLION GALLONS

\*\*THIS CHART IS AN EXAMPLE, EACH CUSTOMER'S MONTHLY ALLOCATION WILL BE COMPUTED AS STATED IN SECTION IX: (B)

Approved 07/22/2014

## **Section X: Enforcement**

During any period when pro rata allocation of available water supplies is in effect, customers shall be subject to discontinuation of service for exceeding pro rata allocation.

- (a) Each customer's daily usage shall be monitored and totaled via SCADA System and stored on computer.
- (b) Customers in excess of 5% over daily allocation will have water source discontinued if they exceed their contracted or allocated amount, whichever is less, until the following day. Discontinuance of service will be accomplished by Brazosport Water Authority's PLC coding, control set point value and control valve. Operator will be notified via computer alarming system.

## **Section XI: Variances**

The General Manager, or his/her designee, may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the public health, welfare, or safety and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which The Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the General Manager within five (5) days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the Board of Directors, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in The Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.

- (c) Description of the relief requested.
- (d) Period of time for which the variance is sought.
- (e) Alternative measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (f) Other pertinent information.

Variations granted by the Board of Directors shall be subject to the following conditions, unless waived or modified by the Board of Directors or its designee:

- (a) Variations granted shall include a timetable for compliance.
- (b) Variations granted shall expire when The Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

### **Section XII: Severability**

It is hereby declared to be the intention of the Brazosport Water Authority Board of Directors that the sections, paragraphs, sentences, clauses, and phrases of this Plan are severable and, if any phrase, clause, sentence, paragraph, or section of this Plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Plan, since the same would not have been enacted by the Brazosport Water Authority Board of Directors without the incorporation into this Plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**This document was approved by Brazosport Water Authority's Board of Directors on July 22, 2014.**

Exhibit C  
Design Considerations for Oversizing Delivery System

Pipeline Segment	Planned Diameter	Capacity	Oversized Diameter	Extra Capacity from Oversizing
I	20-inch	3,959 gpm	24-inch	5,694 gpm
II				
III				

Segment Descriptions:

I From FM 521 to Rosenberg Delivery Point

II

III.

Macario Garcia and Travis Parks. The motion carried by a unanimous vote of those present.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1917, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT, FOR AND ON BEHALF OF THE CITY, A DONATION FROM THE CHURCH FOR THE PURCHASE AND INSTALLATION OF SOCCER FIELD LIGHTING AT COMMUNITY PARK.**

**Executive Summary:** At the regularly scheduled November Parks and Recreation Board (Board) meeting, Pastor Jimn Kyles of THE CHURCH presented a proposal to provide funding for lighting of the newly created soccer field at Community Park. After some brief discussion, the Board unanimously recommended accepting the donation of lighting for the soccer field as presented.

Staff and the Board recommend approval of Resolution No. R-1917 as presented.

**Key discussion points:** Darren McCarthy, Parks and Recreation Director gave an overview of the item. After discussion, Mayor and Councilors present thanked Pastor Jimn and Phyllis Kyles for their efforts.

**Action:** Councilor McConathy made a motion, seconded by Councilor Euton to approve Resolution No. R-1917, a Resolution authorizing the City Manager to accept, for and on behalf of the City, a donation from THE CHURCH for the purchase and installation of soccer field lighting at Community Park. The motion carried by a unanimous vote of those present.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1906, A RESOLUTION AWARDDING BID NO. 2015-03 FOR CONSTRUCTION OF THE LIFT STATION NO. 11 REPLACEMENT; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

**Executive Summary:** Bids were received on Wednesday, January 21, 2015, for construction of the Lift Station No. 11 Replacement Project. A total of four (4) bids were opened and tabulated as indicated on the bid summary form.

Staff recommends Bid No. 2015-03 be awarded to R+B Group, Inc., for the base bid amount of \$1,201,800.00. Correspondence from Charles Kalkomey, City Engineer, recommends same. Should the bid be awarded as recommended, the proposal from R+B Group, Inc., will be attached and serve as Exhibit "A" to Resolution No. R-1906. The contract time is 180 calendar days.

The Lift Station No. 11 Replacement Project is included in the FY2015 Capital Improvement Plan approved by City Council on June 17, 2014.

Staff recommends approval of Resolution No. R-1906 which will award Bid No. 2015-03 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Agreement.

**Key discussion points:** John Maresh, Assistant City Manager of Public Services read the Executive Summary. He pointed out that equipment has become obsolete, it is very difficult to get replacement parts with a long lead time, and there are only two pumps. If one pump goes down, leaving only one operable pump, it becomes a critical situation.

**Action:** Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1906, a Resolution awarding Bid No. 2015-03 for construction of the Lift Station No. 11 Replacement To R+B Group, Inc. for the base bid amount of \$1,201,800.00; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same. The motion carried by a unanimous vote of those present.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1919, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, THE FIRST AMENDMENT TO THE WATER SUPPLY AGREEMENT, BY AND BETWEEN THE CITY AND BRAZOSPORT WATER AUTHORITY.**

**Executive Summary:** On December 02, 2014, City Council authorized the Mayor to execute a Water Supply Agreement (Agreement) with the Brazosport Water Authority (BWA) as required by

the amended Groundwater Reduction Plan. The Agreement provides a mechanism allowing for compliance with the Fort Bend Subsidence District (District) unfunded mandate to reduce groundwater withdrawals by 30% beginning October 01, 2016, by constructing a pipeline supplying treated surface water to the City. The Agreement specifies a take or pay water volume of 3 million gallons per day, which would meet the 30% reduction mandate effective in 2016. The District mandate also requires an additional 30% reduction of groundwater withdrawals, effective in 2025. The Agreement as currently written does not obligate BWA to supply the additional treated surface water that will be required to meet the 2025 reduction mandate.

Shortly after the City and BWA entered into the Agreement, the Texas Department of Criminal Justice (TDCJ) elected to not participate in the BWA expansion project making an additional 2.7 million gallons of water per day immediately available to Rosenberg. The Agreement does include a provision which allows the City an option to acquire the additional 2.7 million gallons of water per day initially allocated to TDCJ. This additional water supply places the City in a unique position to be able to meet the District's 60% reduction mandate in 2025. Equally as important, the City must acquire the additional water in order to keep the overall project financially feasible to both BWA and the City. Time is of the essence in order to maintain a construction schedule that will meet the District's 30% reduction mandate beginning with the October 01, 2016 permit year.

The proposed Amendment No. 1 to the Agreement included in the agenda packet was under final review by BWA staff and may include some slight revisions prior to the February 03, 2015 City Council meeting. An updated copy was provided at the City Council meeting. Staff will provide City Council with cost and water rate information during the meeting.

Staff does recommend approval of Resolution No. R-1919, authorizing the Mayor to execute Amendment No. 1 to the Water Supply Agreement to acquire an additional 2.7 million gallons of water per day and place the City in a position to satisfy the District's 60% reduction mandate in 2025.

**Key discussion points:** John Maresh read the Executive Summary. Joyce Vasut presented Financial Analysis of the following project details:

- Capital Costs
  - Start paying prior to the delivery of water – one month after approval of agreement and the bond resolution.
  - Amount paid is calculated using the same formula as used for the Participating Cities.
  - Capital cost rate is based on the amount of BWA debt and amount of water contracted by BWA.
  - The City will pay the capital cost rate on the full 5.7 million gallons per day.
- Estimated Annual Costs:
  - 2015 - \$655,358
  - 2016 - \$1,789,230
  - 2017 - \$4,076,685
  - 2018 - \$4,229,985
  - 2019 - \$4,284,735
  - 2020 - \$4,497,165
  - 2021 - \$4,551,915
  - 2022 - \$4,606,665
  - 2023 - \$4,661,415
  - 2024 - \$4,706,310
- Capital Improvement Funding
 

Impact Fees	\$1,978,000
Subsidence Fees	\$4,000,000
Water/Wastewater Funds	\$2,108,700
Issue Debt	\$4,000,000
Total Funding Sources	\$12,086,700

- Based on the amended BWA contract, it is projected that the City will have to raise the subsidence fee paid by water customers from \$1.40 to \$2.20 over the next year to cover the costs of the water supply conversion. This adjustment will bring the City's subsidence fee closer in alignment with other fees in the area currently being charged for treated surface water.
- Benefits
  - Secures water supply not only to meet needs through mandated 60% conversion in 2025; but also to support continued growth and economic development (5.7 MGD contract)
  - Saves an estimated \$12.6 million over next 35 years when compared to City-owned and operated surface water treatment plant
  - Provides additional advantages including:
    - A stable, predetermined rate structure that includes costs for capital improvements
    - Flexibility for use of additional 2.7 MGD based on City needs
    - Potential for reduced costs through future growth of customer base
    - Sustainability of supply due to Dow Chemical's senior water rights and reservoirs, and potential sources for future water supply

**Action:** Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1919, a Resolution authorizing the Mayor to execute, for and on behalf of the City, the First Amendment to the Water Supply Agreement, by and between the City and Brazosport Water Authority. The motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1873, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESALE DEED FOR REAL PROPERTY GENERALLY LOCATED AT 800 6TH STREET AND DESCRIBED AS TRACT 1: GEO NUMBER: 7835000380130901: LOT THIRTEEN (13), BLOCK THIRTY-EIGHT (38), IN THE TOWN OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID TOWN SHOWN OF RECORD IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS; AND FOR REAL PROPERTY GENERALLY LOCATED AT 802 6TH STREET AND DESCRIBED AS TRACT 2: GEO NUMBER: 7835000380140901: LOTS FOURTEEN (14) AND FIFTEEN (15) IN BLOCK THIRTY-EIGHT (38) OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID CITY OF ROSENBERG, APPEARING OF RECORD IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS; AND, CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

**Executive Summary:** Mike Darlow, with Perdue, Brandon, Fielder, Collins and Mott, LLP, presented an offer received from Terry Scott to purchase three (3) lots from the City for \$18,000. The official bid form, a letter from Mr. Scott explaining the costs he plans to incur to renovate the property, along with a bid analysis and map showing the location was included in the agenda packet, along with a proposed resale deed should the offer be accepted by City Council.

Based upon the taxes due under the judgment and the amount needed for repair, Mr. Darlow agreed that this is a reasonable offer and would recommend approval of Resolution No. R-1873. Should City Council approve this item, approval would also be necessary by Lamar Consolidated ISD, as well as Fort Bend County in order to complete the resale.

Staff recommends approval of Resolution No. R-1873, a Resolution authorizing the resale of property that was acquired through tax foreclosure proceedings.

**Key discussion points:** Joyce Vasut gave an overview of the item. Mayor and Councilors present thanked Mike Darlow for a job well done.

**Action:** Councilor Grigar made a motion, seconded by Councilor McConathy to approve Resolution No. R-1873, a Resolution authorizing the Mayor to execute a resale deed for real property generally located at 800 6th Street and described as Tract 1: Geo Number: 7835000380130901: Lot Thirteen (13), Block Thirty-Eight (38), in the Town of Rosenberg, Fort Bend County, Texas, according to the Plat of said town shown of record in Volume P, Page 146 of the Deed Records of Fort Bend County, Texas; and for real property generally located at 802 6th Street and described as Tract 2: Geo Number: 7835000380140901: Lots Fourteen (14) and Fifteen

Regulations, Article XII, Sign Regulations, Section 6-367; providing regulations regarding painting of street numbers on City curbs; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; and providing an effective date including the verbiage in Subsection (d) which defines the Texas flag as an exclusion to this paragraph. The motion carried by a unanimous vote of those present.

7. **HOLD EXECUTIVE SESSION FOR CONSULTATION WITH ATTORNEY TO RECEIVE LEGAL ADVICE REGARDING THE ALTERNATE WATER SUPPLY PROJECT WITH BRAZOSPORT WATER AUTHORITY PURSUANT TO SECTION 551.071; TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072; AND, TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL FOR THE POSITIONS OF CITY MANAGER AND SECRETARY III PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**

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

An Executive Session was held for consultation with Attorney to receive legal advice regarding the Alternate Water Supply Project with Brazosport Water Authority pursuant to Section 551.071; to deliberate the purchase, exchange, lease, or value of real property pursuant to Section 551.072; and, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal for the positions of City Manager and Secretary III pursuant to Section 551.074 of the Texas Government Code.

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

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 8:38 p.m.

Councilor McConathy made a motion, seconded by Councilor Euton to direct staff to accept the counteroffer submitted for the proposed 0.856 acre Sanitary Sewer Line Easement out of 51.4768 acre tract, located at the southwest corner of U.S. Highway (I-69) and Fairgrounds Road, Fort Bend County, Texas 77471, and prepare easement documents as appropriate. The motion carried by a unanimous vote of those present.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1884, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A WATER SUPPLY AGREEMENT, BY AND BETWEEN THE CITY AND BRAZOSPORT WATER AUTHORITY TO SUPPLY A POTABLE WATER SOURCE.**

**Executive Summary:** This item has been added to the agenda to offer City Council the opportunity to consider action on a Water Supply Agreement (Agreement) with the Brazosport Water Authority. The Agreement would provide an alternative potable water supply to the City that satisfies the Fort Bend Subsidence District (District) Regulatory Plan requirements. The City is mandated to comply with the requirement to reduce groundwater withdrawals by thirty percent (30%) on or before, October 01, 2016.

A copy of the Agreement is being provided to City Council under separate cover.

During the discussion of this Agenda item, staff will be providing a recommendation regarding approval of Resolution No. R-1884 as presented, authorizing the Mayor to execute a Water Supply Agreement by and between the City and Brazosport Water Authority to supply a potable water supply.

**Action:** Councilor McConathy made a motion, seconded by Councilor Barta to approve Resolution No. R-1884, a Resolution authorizing the Mayor to execute, for and on behalf of the City, a Water Supply Agreement, by and between the City and Brazosport Water Authority to supply a potable water source with the addition of Section 2 as noted by legal counsel, with reads as follows: "The City Council of the City of Rosenberg hereby authorizes the Mayor, on behalf of the City, to exercise the option under Section 1.1(c) of the Water Supply Agreement to acquire all, or part, of the water supply reserved by Brazosport Water Authority for the Texas Department of Criminal Justice". The motion carried by a unanimous vote of those present.

10. **ANNOUNCEMENTS.**

- Christmas in Rosenberg will be held this weekend, December 4-6, 2014.
- Channel 13 Food Drive at Terry High School.



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
9	Resolution No. R-1951 - Engineering Services Proposal for Water Plant No. 8

### ITEM/MOTION

Consideration of and action on Resolution No. R-1951, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Proposal for engineering related to Water Plant No. 8, by and between the City and Jones and Carter, Inc., in an amount not to exceed \$586,000.00.

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

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

Yes  No  N/A

**Source of Funds:**

520-0000-600-7030 (CP1512)

District 1

District 2

District 3

District 4

City-wide

N/A

**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1951
2. Project Location Map
3. GRP Project Schedule
4. FY2015 CIP Summary
5. Resolution No. R-1801 – 06-17-14
6. City Council Meeting Minute Excerpt – 06-17-14

**MUD #:** 184 (Stonecreek Estates)

### APPROVALS

**Submitted by:**

John Maresh  
Assistant City Manager of  
Public Services

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

The construction of Water Plant No. 8 is necessary in order to take delivery of the treated surface water that will be provided by the Brazosport Water Authority to meet the Fort Bend Subsidence District (District) unfunded mandate to reduce groundwater withdrawal by 30% beginning October 01, 2016. The water will be stored and pumped into the City's water distribution system from this facility. Water Plant No. 8 will be located within the boundaries of Fort Bend County Municipal Utility District No. 184 (MUD No. 184) located along A. Meyer Road, between Burdett Road and Benton Road. MUD No. 184 previously agreed to convey a 3-acre water plant site to the City. This project is a component of the Amended Groundwater Reduction Plan (GRP) which has been approved by the District. The Alternate Water Project is also included in the FY2015 Capital Improvements Program approved by City Council on June 17, 2014 (Resolution No. R-1801).

An Engineering Services Proposal for Water Plant No. 8 from Jones and Carter, Inc., is attached as Exhibit "A" to Resolution No. R-1951 for City Council's consideration. The base amount for design and construction phase services is \$440,000.00. Additional services for topographic and boundary surveys, construction staking, construction management, field inspections, geotechnical investigation and other reimbursable expenses total \$146,000.00, for an estimated total of \$586,000.00.

Staff recommends approval of Resolution No. R-1951 as presented.

**RESOLUTION NO. R-1951**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN ENGINEERING SERVICES PROPOSAL FOR ENGINEERING RELATED TO WATER PLANT NO. 8, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND JONES AND CARTER, INC., IN AN AMOUNT NOT TO EXCEED \$586,000.00.**

\* \* \* \* \*

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to execute an Engineering Services Proposal (Proposal), by and between the City of Rosenberg, Texas, and Jones and Carter, Inc., for engineering, land surveying and other reimbursable services related to Water Plant No. 8, in an amount not to exceed \$586,000.00.

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

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **CITY SECRETARY**

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



6335 Gulfton, Suite 100  
Houston, Texas 77081-1169

TEL 713 777 5337  
FAX 713 777 5976

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

April 1, 2015

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

*Texas Board of Professional Engineers Registration No. F 439  
Texas Board of Professional Land Surveyors Registration No. 100046100*

Re: Revised Engineering Services Proposal  
Water Plant No. 8

Dear Mr. Maresh:

Jones & Carter, Inc. appreciates the opportunity to present this revised proposal to the City of Rosenberg (City) for the civil engineering and land surveying services for Water Plant No. 8 (PROJECT).

The PROJECT includes the design and construction of a 3 million gallon precast, prestressed concrete ground storage tank, three (3) 1,600 gallon per minute booster pumps, one (1) 500 gallon per minute jockey booster pump, control building with operations room, diesel generator, bleach disinfection equipment, and a metering station. We understand Water Plant No. 8 will receive 3 MGD of surface water from Brazosport Water Authority (BWA) in the initial phase, and will ultimately receive 6 MGD of surface water.

Our understanding is that the site for Water Plant No. 8 will be acquired by the City from Fort Bend County Municipal Utility District No. 184 (Stonecreek Estates Subdivision) along A Meyers Road, between Berdett Road and Benton Road.

Based on our understanding of the PROJECT and the review and approval process, we propose the following scope of services and fee proposal for your consideration.

#### Scope of Services

1. **Preliminary Design Phase** – The ENGINEER will provide the following services:
  - a. Jones & Carter will submit a preliminary engineering report to the City and to BWA.
  - b. Jones & Carter will discuss the PROJECT with the City; arrange and coordinate surveys; conduct site investigations; and coordinate with geotechnical and structural sub-consultants. We will prepare preliminary drawings (site plan, P&ID, electrical single line diagram) with provisions to expand to 6 MGD and a construction cost estimate.
  - c. Jones & Carter will develop an overall project schedule.
  - d. Jones & Carter will attend meetings with BWA and its ENGINEER to discuss and coordinate surge control, SCADA, and assess the need for additional treatment.
  - e. Jones & Carter will perform a drainage study of the sites.

Mr. John Maresh

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2. **Final Design Phase** – Jones & Carter will provide the following services:
  - a. After completion of the Preliminary Phase, Jones & Carter will prepare final contract drawings, specifications, contract documents, and cost estimates; and make submissions for necessary approvals from applicable federal, state, and local agencies.
  - b. The design will include a SCADA system that will communicate with the City central control room and have provisions for BWA's SCADA system.
  - c. At 60% completion, Jones & Carter will submit drawings and cost estimates to the City for review and comments.
  - d. Jones & Carter will submit a package to the Texas Commission on Environmental Quality (TCEQ) for their review and approval.
  - e. At 90% completion, Jones & Carter will submit drawings, specifications, and cost estimates to the City for final review and comment before preparing the final contract drawings, specifications, contract documents, and cost estimates.
  - f. The design will include a stormwater pollution prevention plan with details of management practices to be implemented during construction.
  
3. **Construction Phase** – The ENGINEER will provide the following services:
  - a. After completion of the Design Phase, and when authorized by the City, Jones & Carter will assist the City in securing and analyzing bids; recommend award of the construction contract; and prepare and execute construction contract documents.
  - b. Jones & Carter will consult the City during construction to interpret drawings and specifications; review shop drawings, material and equipment tests; and review Contractor's pay estimates monthly.
  - c. Jones & Carter will conduct a final inspection; recommend final acceptance of the PROJECT; and submit Record Drawings before recommending final acceptance of the PROJECT for maintenance by the City.

The following are considered ADDITIONAL SERVICES to be provided by Jones & Carter, Inc.:

- a. Jones & Carter will perform an on-the-ground topographic survey to locate visible improvements with corresponding elevations and natural ground elevations. Vertical control will be based on the NAVD 88 datum and the horizontal control will be based on the NAD 83 datum. Both of these are consistent with the existing City monumentation established in 2000. Using the survey data, we will prepare topographic base maps of the PROJECT showing surface and locatable subsurface infrastructure with elevations. The field surveys will be supplemented with existing records both from the Jones & Carter's files and the City's records.
- b. Jones & Carter will conduct an on-the-ground boundary verification of the project site.
- c. Jones & Carter will provide construction staking at the Water Plant No. 8 site.

Mr. John Maresh  
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- d. Construction management will be provided by Jones & Carter and will include monthly meetings with the Contractor to monitor schedule and progress; address issues; and review Contractor's quality assurance plan and project controls. Jones & Carter will provide a field project representative to observe construction activities and report on the compliance with respect to accepted construction methods and the contract documents. Daily resident project representation for approximately 2 hours per day will be provided only during construction activities at the site. Jones & Carter will periodically visit the construction site to observe progress and quality of work; will conduct final PROJECT inspections; recommend final acceptance of the PROJECT; and submit Record Drawings before recommending final acceptance of the PROJECT for maintenance by the City.

The following are REIMBURSIBLE SERVICES to be provided by Jones & Carter, Inc.:

- a. Jones & Carter will provide a geotechnical investigation for the PROJECT.
- b. Jones & Carter will provide reproduction, project advertising, and other similar expenses, and those expenses shall be invoiced as shown on the attached schedule.

**Compensation**

Compensation for BASIC SERVICES, based on our Professional Services Agreement, will be LUMP SUM as presented below:

Preliminary Design Phase:	=	\$40,000
Design Phase:	=	\$310,000
Construction Phase:	=	<u>\$90,000</u>
<b>Total</b>	=	<b>\$440,000</b>

Compensation for ADDITIONAL SERVICES will be HOURLY on the basis of the attached current Schedule of Hourly Rates and Reimbursable Expenses. Compensation for REIMBURSABLE SERVICES will be on a cost plus 10% basis per the attached current Schedule of Expenses. These schedules are subject to revision on January 1<sup>st</sup> of each year.

<u>Task</u>		<u>Estimated Fee</u>
Topographic Survey	=	\$3,000
Boundary Survey	=	\$5,000
Construction Staking Survey	=	\$3,000
Construction Management and Field Project Representation	=	\$115,000
Reimbursable Expenses (including geotechnical investigation)	=	<u>\$20,000</u>
<b>Total</b>	=	<b>\$146,000</b>

Mr. John Maresh  
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April 1, 2015

### Schedule

Milestones for completion of the services described herein are listed below. Durations are number of calendar days after receipt of written notice to proceed.

- Preliminary Design 60 days
- Final Design 150 days
- Bid and Award 60 days
- Estimated Construction Duration 365 days

All work performed by Jones & Carter which is either described in this paragraph or not included in the Basic Services defined above shall constitute Supplemental Services. These services can be authorized by the City for additional compensation:

1. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work.
2. Soil borings (except as described in the Reimbursable Services), soil, mill, shop, and laboratory tests.
3. Special reports or studies; property maps (except as described in the Basic Services); plats; preparation of environmental statements; applications for permits or grants; pipeline relocations; appearances before regulatory agencies; and required filing fees.
4. Services as an expert witness including preparation of engineering data and reports on behalf of the City or in connection with litigation or other controversies, or in consultation with City or attorneys.
5. Renderings, exhibits, or scale models.
6. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction; defective or neglected work of contractor; prolongation of construction contract time by more than 20%; acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.
7. Assistance in the negotiating of easements for the PROJECT.
8. Services after issuance of Certificate of Substantial Completion, 11-month warranty inspection.
9. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice.

Mr. John Maresh

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April 1, 2015

### **Special Considerations**

This proposal is based on the following special considerations:

1. This letter proposal shall be subject to the enclosed Professional Services Agreement.
2. Any review or permit fees associated with the project shall be paid by the City, or if paid by Jones & Carter, shall be considered as a reimbursable expense not included in any lump sum or not-to-exceed fees proposed.
3. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
4. This proposal shall be subject to the enclosed General Conditions of Agreement.
5. Fees do not include obtaining a TxDOT permit for access from any TxDOT Road.
6. Fees do not include electrical controls or programming between Water Plant No. 8 and the Brazosport Water Authority.
7. Fees do not include sales taxes that may be imposed.
8. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
9. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.
10. This project will not include the installation of liquid ammonia sulfate (LAS) equipment, but provisions will be made for the design and installation of LAS equipment in the future.
11. This project includes the design of the metering station which will include one flow meter that will meter water from the BWA. Provisions will be made for the future design and installation of a second flow meter which will serve as a backup flow meter.

Mr. John Maresh  
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April 1, 2015

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return one (1) copy to our office. Should you have any questions, please call.

Sincerely,



Gary P. Rabalais, P.E.  
Water Division Manager



Tobin Synatschk, P.E.  
Public Works Practice Manager

TWM/lkh  
V:\Opportunity Documents\OP-4326-00\PP-Water Plant No. 8 2015-4-1  
Enclosure(s)

**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Date



Fire Station No. 3

Reading Road

FM 2977

Benton Road

Burdett Road

Ricefield Road

Proposed Water Plant No. 8 - General Location

A. Meyer Road

**AMENDED CITY OF ROSENBERG  
SURFACE WATER SUPPLY IMPLEMENTATION SCHEDULE**

September 12, 2014

Year Scheduled	Year Completed	Responsible Entity	Description	City Project Cost
N/A	2009	City	Construct Reuse System for WWTP2	
N/A	2011	City	Reuse System for Seabourne Creek Park	
2012	2012	City	Secure Water Transmission Line Easements	
2012	2012	City	Spur 529 Water Line Extension	
N/A	2012	City	Construct Reuse System for WWTP1A	
2012	2013	City	SCADA System	
N/A	2014	City	Construct Reuse System to LCISD Terry High Campus	
2012	2014	City	500,000 Gallon Ground Storage Tank, and 2-1,500 GPM Booster Pumps at Plant No 5	
2014	2014	City	1,800 GPM Well at Plant No 5	
2014		BWA/City	Execute Surface Water Supply Contract – BWA	
2014		City	FM 2977 Water Line Extension	\$827,000
2014		BWA	Start Design of Transmission Water Transmission Line and Angelton Pump Station Expansion	
2015		BWA	Start Construction of Water Transmission Line and Angelton Pump Station Expansion	
2015		City	Start Construction of Plant No. 7 – A. Meyers Road and	\$3,022,000
2015		City	1,000,000 Gallon Elevated Storage Tank – Plant No. 6	\$3,300,000
2015		City	700,000 Gallon Ground Storage Tank at Plant No. 6	\$1,600,000
2015		City	A. Meyers Road 20-Inch Water Line	\$1,088,000
2015		City	Benton Road/Irby Cobb Blvd. 16-Inch Water Line	\$345,000
2016		City	Existing Water Plant Chloramine Conversions	\$1,170,000
2016		BWA/City	Produce Surface Water – 30% Conversion	

## Water/Wastewater Fund Projects Summary

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<b>Project Title:</b>	Alternate Water Project (GRP)	
<b>Project Number:</b>	N/A	
<b>Bid Award:</b>	N/A	
<b>Department:</b>	Water/Wastewater	
<b>Staff:</b>	City Manager Assistant City Manager City Engineer	
<b>Engineer:</b>	N/A	
<b>Contractor:</b>	N/A	
<b>Cost Estimate:</b>	\$27,000,000 (Rosenberg's estimated cost for a groundwater or surface water option)	
<b>Proposed Funding:</b>	GRP Fund (Fund 520) Future Bond Issues supported by Subsidence Fees	\$3,500,000
<b>Council Approval Date:</b>	N/A	
<b>Election District:</b>	City-wide	
<b>Project Summary:</b>	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg and Richmond to reduce groundwater withdrawal by 30% of total water demand by 2016. There are currently two options that are being considered:</p> <ol style="list-style-type: none"><li>1. Treating surface water from the Brazos River</li><li>2. Transporting groundwater or obtaining surface water from outside Fort Bend County.</li></ol> <p>Either option will require additional improvements to Rosenberg's water distribution system. Additional projects may include but are not limited to:</p> <ol style="list-style-type: none"><li>1. Water Plant No. 5 Improvements</li><li>2. Elevated Storage Tank at FM 2977</li><li>3. Water Plant No. 6 Ground Storage Tank</li><li>4. Water Line Extension and Connection from Bonbrook Subdivision to Bridlewood Subdivision</li><li>5. Automatic Control Valve on Avenue I</li><li>6. Chloramine Conversions for Water Plants No. 2, No. 3, No. 4, No. 5, and No. 6.</li></ol> <p>The mandate further requires that groundwater withdrawal be reduced by 60% of total water demand by 2025.</p>	
<b>Supporting Documentation:</b>	N/A	

**RESOLUTION NO. R-1801**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2015.**

\* \* \* \* \*

**WHEREAS**, the City staff of the City of Rosenberg has identified its priorities for Capital Improvement Projects; and,

**WHEREAS**, the City Manager has recommended twenty-five (25) Capital Improvement Projects to be addressed in FY2015; and,

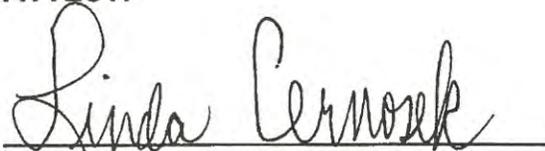
**WHEREAS**, the FY2015 Budget will include funding for the majority of the recommended Capital Improvement Projects and recommendations for funding other projects; now, therefore,

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

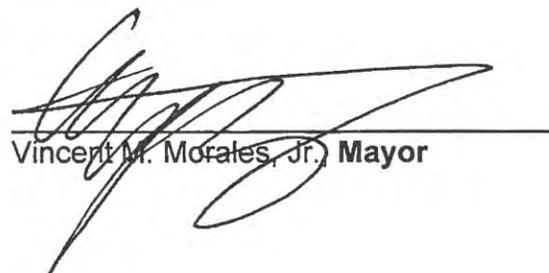
Section 1. City Council hereby approves the FY2015 Capital Improvements Plan for the City of Rosenberg which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**PASSED, APPROVED, AND RESOLVED** this 17<sup>th</sup> day of June 2014.

**ATTEST:**

  
Linda Cernosek, City Secretary

**APPROVED:**

  
Vincent M. Morales, Jr., Mayor



## FY2015 CAPITAL IMPROVEMENT PROJECTS

### GENERAL/STREETS AND DRAINAGE PROJECTS

1. Airport Avenue – Phase Two
2. Bamore Road – Phase Four
3. Bryan Road
4. Drainage Improvements East of Lane Drive
5. Dry Creek Drainage Improvements
6. FM 2218 from US Highway 59 to State Highway 36 (TxDOT)
7. Road Extension and Drainage - Rosenberg Business Park – Phase I
8. Seabourne Creek Drainage – Phase Three
9. Sidewalks – Replace/Removal of Existing
10. Spacek Road Improvements – Phase II
11. Traffic Signal at Reading Road and Town Center Boulevard
12. Traffic Signal for Reading Road at Spacek Road
13. US Highway 59/I-69 Expansion from FM 762 to Spur 10 (TxDOT)

### WATER AND WASTEWATER PROJECTS

14. Alternate Water Project (GRP)
15. Backup and Portable Generators for Utility System
16. FM 2977 Water Line Extension (GRP)
17. FM 2977 Water Storage Tank (GRP)
18. Lift Station No. 11 Replacement
19. North Side Water Improvements – Phase Two
20. Sanitary Sewer Pipe Bursting Project
21. Spacek Road Sewer Lift Station
22. Spacek Road Sewer Line
23. Utility Adjustments for US 59/I-69 Project (TxDOT)
24. Utility Extensions to serve FM 2218 Rosenberg Business Park – Phase I
25. Utility Replacement/Relocation for Avenue H, Avenue I and Downtown

- The general consensus of Council was to proceed with the request by staff to add one (1) Technology Specialist position at this time.

**Action:** Councilor Bolf made a motion, seconded by Councilor Grigar to approve one Information Technology Specialist position. The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1804, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 14-15 IN THE AMOUNT OF \$15,079.00 FOR THE ADDITION OF AN INFORMATION TECHNOLOGY SPECIALIST.**

**Executive Summary:** In the previous Agenda item, Executive Director of Information Services, Angela Fritz, requested the addition of an Information Technology Specialist. If City Council authorizes the position, a Budget Amendment is needed to fund this position for the remainder of FY2014.

Budget Amendment 14-15, in the amount of \$15,079.00 will provide funding for an Information Technology Specialist for the remainder of FY2014.

Budget Amendment 14-15 is included as Exhibit "A" to Resolution No. R-1804. In order to add this position in FY2014, staff recommends approval of Resolution No. R-1804 as presented.

**Key discussion points:**

- Joyce Vasut read the Executive Summary regarding Resolution No. R-1804.

**Action:** Councilor Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1804, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-15 in the amount of \$15,079.00 for the addition of an Information Technology Specialist. The motion carried by a unanimous vote of those present.

8. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1801, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2015.**

**Executive Summary:** During the FY2015 Budget process, staff reviewed the current Capital Improvement Plan (CIP) and is recommending that a total of twenty-five (25) projects be addressed in FY2015. Exhibit "A" to Resolution No. R-1801 lists the twenty-five (25) individual projects. The Planning Commission met on May 21, 2014, and also recommended approval of the projects proposed for the FY2015 CIP. These projects were also presented to City Council at the May 27, 2014 City Council Workshop.

Existing or proposed funding is available for all or a portion of twenty (20) of the Capital Projects that will be addressed in FY2015. There are two (2) projects for which funding needs have not been determined. The three (3) remaining Capital Projects are not completely funded. Funding for these projects may include the issuance of Certificates of Obligation or other funding sources. Funding for these projects will be addressed during FY2015.

Approval of Resolution No. R-1801 will establish the City's FY2015 Capital Improvements Plan and allow for the projects to be properly included in the proposed FY2015 Budget. Staff recommends approval of Resolution No. R-1801.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1801 and the City's FY 2015 Capital Improvements Plan.

**Questions:**

- Councilor Benton expressed concern with #11 – Traffic signal Reading Road at Town Center Boulevard and asked how urgent it is.
- John Maresh explained that is tied to a development agreement. The developer that is working on the project from Fire Station 2 will trigger when they have to put up fifty percent (50%) of the money for that traffic signal. There is a timeframe by which the City has to come up with the remaining fifty percent (50%). They are getting close to the triggering point.
- Councilor Grigar asked if the items are the twenty-five in each of the two areas that surfaced to the top.
- Joyce Vasut explained staff looked at the 2014 list and any projects that were not complete or not substantially complete by September 30<sup>th</sup> were left on the list. Staff then looked at 2015 in the five year plan and pulled those out that staff felt needed to rise to the top. A lot of these are projects that are started that we need to complete that we have County mobility funding. We need to move on that project so we do not lose the funding. #11 that was referred to is based on the development agreement

that we think will need action during FY2015. The developer will pay one-half and we have requested the other half from the RDC.

- Items 15, 16, and 17 are all GRP projects that are part of the Subsidence mandate we need to get done. At this time, all except three are funded in one way or another with available funds. The other three, which is Airport Road and Bryan Road that was discussed at the Workshop meeting. Airport Road and Bryan Road will need additional funding and we discussed certificates of obligation and Council felt they could agree to that. Staff will bring back those options along with the budget. The majority of these will be funded in the fiscal year.

**Action:** Councilor Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1801, a Resolution approving Capital Improvement Plan Priorities for FY2015. The motion carried by a unanimous vote of those present.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1802, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016 TO FY2019.**

**Executive Summary:** Pursuant to the City Charter which requires a five-year Capital Improvement Plan (CIP), staff has prepared a proposed schedule for Capital Projects in FY2016, FY2017, FY2018 and FY2019. The development of the CIP for FY2016 to FY2019 is based on several factors, including but not limited to:

- Deadline for compliance with the Fort Bend Subsidence District mandate,
- Availability of Fort Bend County Mobility Funds,
- Possibility of a City Bond Election in 2015,
- Results of the City Facilities Assessment, and
- Needs Identified in the Five Year Strategic Plan.

The proposed FY2016-FY2019 CIP was attached to Resolution No. R-1802 as Exhibit "A" and will allow City Council to approve the proposed FY2016-FY2019 Capital Improvement Plan for the City of Rosenberg. Staff recommends approval of Resolution No. R-1802.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1802. Exhibit A to Resolution No. R-1802 was included in the agenda packet.

**Questions:**

- Councilor Euton – FY2017 Streets and Drainage – 3<sup>rd</sup> Street at Intersection with Avenue E – what does that entail?
- John Maresh stated this is a carryover project that has been on the CIP for several years and has never been ranked high enough to be funded. It is at the intersection of 3<sup>rd</sup> Street where there is a rise in the street and a hump as you approach Avenue N. It would be to cutout that section of 3<sup>rd</sup> Street and reconstruct it.
- FY2018 – Brooks Avenue what is the plan?
- This is a long range future project that was placed on the list recently. That would be an improvement project to reconstruct that street with curb and gutter.
- FY 2019 – Klauke Road extension – is that still on our radar?
- It is long range for 2019. There have been discussions about addressing some connectivity and other ways.
- FY2018 – Brazos River Trail Project – Councilor Euton stated she objected to that project because some of the residents would be displaced in the north area of town.
- Darren McCarthy, Director of Parks and Recreation stated it has nothing to do with residential displacement. It is a paddle trail utilizing the resources of the Brazos River. Fort Bend Green at the direction of Judge Hebert just completed a three year master plan study of that. Councilor McConathy was part of the group in the Rosenberg segment. That will be coming to Council in a future Workshop after the budget is complete. Mayor Morales, Councilor McConathy and Robert Gracia have copies of that master plan. Staff plans to distribute to Council when it is brought to Council in a Workshop.
- Councilor Grigar – FY2018 – Streets and Drainage – Avenue C Extension; Avenue D Street Paving and Drainage – is that in connection to get an east/west connection because of railroad crossing closures?
- John Maresh stated that is specifically the crossing and east to Rawson Road and would connect there. That is the only access in and out over that grade crossing that would provide that connectivity.
- Avenue D – this is long range. We have been focusing with our CDBG funds to try to get the infrastructure of the sanitary sewer replaced. The application we have before the County now is for waterline replacements. We hope to complete that in the next 3 to 5 years and then we could do some street and sidewalk improvements.



# CITY COUNCIL COMMUNICATION

April 07, 2015

ITEM #	ITEM TITLE
10	<b>Resolution No. R-1952 – Engineering Services Proposal for Chloramine Conversions at Certain Water Plants</b>

### ITEM/MOTION

Consideration of and action on Resolution No. R-1952, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Engineering Services Proposal for chloramine conversions at Water Plant Nos. 2, 3, 4, 5, 6, and 7, by and between the City and Jones and Carter, Inc., in an amount not to exceed \$300,000.00.

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

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:**

520-0000-600-7030 (CP1513)

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

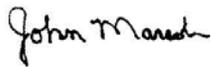
**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1952
2. FY2015 CIP Summary
3. GRP Project Schedule
4. Resolution No. R-1801 – 06-17-14
5. City Council Meeting Minute Excerpt – 06-17-14

**MUD #:** N/A

### APPROVALS

**Submitted by:**

  
 John Maresh  
 Assistant City Manager of  
 Public Services

**Reviewed by:**

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

**Approved for Submittal to City Council:**

  
 Robert Gracia  
 City Manager

### EXECUTIVE SUMMARY

The City of Rosenberg currently uses a free chlorine disinfection system at its existing ground water plant sites. In order to effectively blend the chloramine-treated surface water from the Brazosport Water Authority (BWA), it is necessary to convert the existing free chlorine disinfection system to a chloramine disinfection system. This project is also a component of the Amended Groundwater Reduction Plan (GRP) which has been approved by the Fort Bend Subsidence District in order to reduce groundwater withdrawal by 30% beginning October 01, 2016. The Alternate Water Project is included in the FY2015 Capital Improvements Program approved by City Council on June 17, 2014 (Resolution No. R-1801).

The Engineering Services Proposal from Jones and Carter, Inc., attached as Exhibit "A" to Resolution No. R-1952, provides for the design and construction phase engineering of this conversion process. The base amount for this Project is \$225,000.00. Additional services for surveys, field inspections and other reimbursable expenses are estimated at \$75,000.00, for a total amount not to exceed \$300,000.00. It should also be noted as a part of the preliminary design phase, options for converting the gas chlorine to chlorine bleach will be provided to staff for consideration before the final design phase begins. Secondly, the installation of tank mixers is not included as a part of this project. The cost to install a mixer at every tank is estimated at \$500,000. Instead, staff proposes to complete the chloramine conversion and review the need for mixers at individual tanks, if water quality issues are encountered.

Staff recommends approval of Resolution No. R-1952 as presented.

**RESOLUTION NO. R-1952**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN ENGINEERING SERVICES PROPOSAL FOR CHLORAMINE CONVERSIONS AT WATER PLANT NOS. 2, 3, 4, 5, 6, AND 7, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND JONES AND CARTER, INC., IN AN AMOUNT NOT TO EXCEED \$300,000.00.**

\* \* \* \* \*

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to execute an Engineering Services Proposal (Proposal) for chloramine conversions at Water Plant Nos. 2, 3, 4, 5, 6, and 7, by and between the City of Rosenberg, Texas, and Jones and Carter, Inc., in an amount not to exceed \$300,000.00.

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

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **CITY SECRETARY**

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



6335 Gulfton, Suite 100  
Houston, Texas 77081-1169

TEL 713 777 5337  
FAX 713 777 5976

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

April 1, 2015

*Texas Board of Professional Engineers Registration No. F 439*

*Texas Board of Professional Land Surveyors Registration No. 100046100*

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

Re: Engineering Services Proposal  
Chloramine Conversions at Water Plant Nos. 2, 3, 4, 5, 6, and 7

Dear Mr. Maresh:

Jones & Carter, Inc. appreciates the opportunity to present this proposal to the City of Rosenberg (City) for the civil engineering and land surveying services for Chloramine Conversions at Water Plant Nos. 2, 3, 4, 5, 6, and 7 (PROJECT).

The PROJECT includes the design and construction of the following items of work at each water plant to convert its existing disinfection system from free chlorine to chloramines (while still using chlorine gas, but with the addition of liquid ammonia sulfate) at Water Plant Nos. 2, 3, 4, 6, and 7, in order to effectively blend chloramine-treated surface water from the Brazosport Water Authority with groundwater from the City's existing water wells.

- Water Plant No. 2 – Installation of liquid ammonia sulfate equipment and installation of a chemical building to house the proposed equipment.
- Water Plant No. 3 – Installation of liquid ammonia sulfate equipment and installation of a chemical building to house the proposed equipment.
- Water Plant No. 4 – Installation of liquid ammonia sulfate equipment and installation of a chemical building to house the proposed equipment.
- Water Plant No. 5 – Installation of liquid ammonia sulfate equipment in existing building.
- Water Plant No. 6 – Installation of liquid ammonia sulfate equipment and installation of a chemical building to house the proposed equipment.
- Water Plant No. 7 – Installation of liquid ammonia sulfate equipment and installation of a chemical building to house the proposed equipment.
- Associated site, structural, electrical, and instrumentation and control.
- No process analyzers are to be included. The City's operators will collect samples and manually test them for free and total chlorine, free ammonia, nitrate, and nitrite to control ammonia feed.

Based on our understanding of the PROJECT and the review and approval process, we propose the following scope of services and fee proposal for your consideration.

Mr. John Maresh  
Page 2  
April 1, 2015

### **Scope of Services**

1. **Preliminary Design Phase** – The ENGINEER will provide the following services:
  - a. Jones & Carter will discuss the PROJECT with the City; arrange and coordinate surveys; conduct site investigations; and coordinate with geotechnical and structural sub-consultants.
  - b. We will prepare preliminary drawings (site plan, P&ID, typical equipment layout) and a construction cost estimate.
  - c. Jones & Carter will develop an overall project schedule.
  - d. Jones & Carter will request an exception from the Texas Commission on Environmental Quality (TCEQ) for use of chloramines as an alternative disinfectant to chlorine.
  - e. J&C will prepare a memorandum outlining options for converting the disinfection chemical from gaseous chlorine to chlorine bleach.
  
2. **Final Design Phase** – Jones & Carter will provide the following services:
  - a. After completion of the Preliminary Phase, Jones & Carter will prepare final contract drawings, specifications, contract documents, and cost estimates; and make submissions for necessary approvals from applicable federal, state, and local agencies.
  - b. The design will include modifications to the City's existing SCADA system that will communicate with the City's central control room and future Water Plant No. 8.
  - c. At 60% completion, Jones & Carter will submit drawings and cost estimates to the City for review and comments.
  - d. Jones & Carter will submit a package to the TCEQ for their review and approval.
  - e. At 90% completion, Jones & Carter will submit drawings, specifications, and cost estimates to the City for final review and approval.
  
3. **Construction Phase** – The ENGINEER will provide the following services:
  - a. After completion of the Design Phase, and when authorized by the City, Jones & Carter will assist the City in securing and analyzing bids; recommend award of the construction contract; and prepare and execute construction contract documents.
  - b. Jones & Carter will consult the City during construction to interpret drawings and specifications; review shop drawings, material and equipment tests; and review Contractor's pay estimates monthly.
  - c. Jones & Carter will conduct a final inspection; recommend final acceptance of the PROJECT; and submit Record Drawings before recommending final acceptance of the PROJECT for maintenance by the City.

Mr. John Maresh  
Page 3  
April 1, 2015

The following are considered as ADDITIONAL SERVICES to be provided by Jones & Carter, Inc. as part of this scope:

- a. Jones & Carter will perform an on-the-ground topographic survey to locate visible improvements with corresponding elevations and natural ground elevations of limited areas within the existing water plants. Vertical control will be based on the NAVD 88 datum and the horizontal control will be based on the NAD 83 datum. Both of these are consistent with the existing City monumentation established in 2000. Using the survey data, we will prepare topographic base maps of the PROJECT showing surface and locatable subsurface infrastructure with elevations. The field surveys will be supplemented with existing records both from the Jones & Carter's files and the City's records.
- b. Jones & Carter will provide a field project representative to observe construction activities and report on the compliance with respect to accepted construction methods and the contract documents. Jones & Carter will periodically visit the construction site to observe progress and quality of work (approximately 2 hrs/wk during active construction); will conduct a final PROJECT inspection; recommend final acceptance of the PROJECT; and submit Record Drawings before recommending final acceptance of the PROJECT for maintenance by the City.
- c. Construction management will be provided by Jones & Carter and will include weekly meetings with the Contractor to monitor schedule and progress; address issues; and review Contractor's quality assurance plan and project controls.

The following are REIMBURSIBLE SERVICES to be provided by Jones & Carter, Inc.:

- a. Jones & Carter will provide a geotechnical investigation for the PROJECT. One (1) 15-foot deep boring, if necessary and as authorized by the City, will be drilled at Water Plant Nos. 2, 3, 4, 6, and 7.
- b. Jones & Carter will provide reproduction, project advertising, and other similar expenses, and those expenses shall be invoiced as shown on the attached schedule.

### Compensation

Compensation for BASIC SERVICES, based on our Professional Services Agreement, will be LUMP SUM as presented below:

Preliminary Design Phase:	=	\$15,000
Design Phase:	=	\$180,000
Construction Phase:	=	<u>\$30,000</u>
<b>Total</b>	=	<b>\$225,000</b>

Compensation for ADDITIONAL SERVICES will be HOURLY on the basis of the attached current Schedule of Hourly Rates and Reimbursable Expenses. Compensation for REIMBURSABLE SERVICES will be on a cost plus 10% basis per the attached current Schedule of Expenses. These schedules are subject to revision on January 1<sup>st</sup> of each year.

Mr. John Maresh  
Page 4  
April 1, 2015

<u>Task</u>	<u>Estimated Fee</u>
Topographic Survey	= \$15,000
Field Project Representation	= \$35,000
Reimbursable Expenses	= <u>\$25,000</u>
<b>Total</b>	= <b>\$75,000</b>

### Schedule

Milestones for completion of the services described herein are listed below. Durations are number of calendar days after receipt of written notice to proceed.

- Preliminary Design 45 days
- Final Design 180 days
- Bid and Award 60 days
- Estimated Construction Duration 365 days

All work performed by Jones & Carter which is either described in this paragraph or not included in the Basic Services defined above shall constitute Supplemental Services. These services may be authorized by the City for additional compensation:

1. Revisions to substantially completed construction documents or approved preliminary documents occasioned by changes in scope of work.
2. Soil borings (except as described in the Reimbursable Services), soil, mill, shop, and laboratory tests.
3. Special reports or studies; property maps (except as described in the Basic Services); plats; preparation of environmental statements; applications for permits or grants; pipeline relocations; appearances before regulatory agencies; and required filing fees.
4. Services as an expert witness including preparation of engineering data and reports on behalf of the City or in connection with litigation or other controversies, or in consultation with City or attorneys.
5. Renderings, exhibits, or scale models.
6. Additional or extended services during construction made necessary by work damaged by fire or other cause during construction; defective or neglected work of contractor; prolongation of construction contract time by more than 20%; acceleration of work schedule involving services beyond normal working hours; or default under construction contract due to delinquency or insolvency.
7. Assistance in the negotiating of easements for the PROJECT.

Mr. John Maresh

Page 5

April 1, 2015

8. Services after issuance of Certificate of Substantial Completion, including an 11-month warranty inspection.
9. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice.
10. Design of tank mixing systems.
11. Design of on-line, automatic process control analyzers.

#### **Special Considerations**

This proposal is based on the following special considerations:

1. Any review or permit fees associated with the project shall be paid by the City, or if paid by Jones & Carter, shall be considered as a reimbursable expense not included in any lump sum or not-to-exceed fees proposed.
2. Hourly Services shall be provided in accordance with the enclosed Schedule of Hourly Rates.
3. This proposal shall be subject to the enclosed Professional Services Agreement.
4. Fees do not include sales taxes that may be imposed.
5. The proposed fees shall be considered in their entirety for the scope of services. Should you wish to contract with us for only a portion of the work, we reserve the right to negotiate individual scope items on their own merits.
6. This proposal shall be valid for sixty (60) days from this date and may be extended upon approval by this office.
7. This project will not include the installation of analytical equipment, but provisions will be made for the design and installation of analytical equipment in the future.

Mr. John Maresh  
Page 6  
April 1, 2015

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. An executed copy of this proposal will serve as our notice to proceed. Please return one (1) copy to our office. Should you have any questions, please call.

Sincerely,



Gary P. Rabalais, P.E.  
Water Division Manager



Tobin Synatschk, P.E.  
Water Practice Leader

TWM/lkh

V:\Opportunity Documents\OP-4491-00\PP-City of Rosenberg Water Plant Chloramine Conversions 2015-04-01

Enclosure(s)

**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Date

## Water/Wastewater Fund Projects Summary

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<b>Project Title:</b>	Alternate Water Project (GRP)	
<b>Project Number:</b>	N/A	
<b>Bid Award:</b>	N/A	
<b>Department:</b>	Water/Wastewater	
<b>Staff:</b>	City Manager Assistant City Manager City Engineer	
<b>Engineer:</b>	N/A	
<b>Contractor:</b>	N/A	
<b>Cost Estimate:</b>	\$27,000,000 (Rosenberg's estimated cost for a groundwater or surface water option)	
<b>Proposed Funding:</b>	GRP Fund (Fund 520) Future Bond Issues supported by Subsidence Fees	\$3,500,000
<b>Council Approval Date:</b>	N/A	
<b>Election District:</b>	City-wide	
<b>Project Summary:</b>	<p>The Alternate Water Project is required by Groundwater Reduction Mandates established by the Fort Bend Subsidence District. Such mandates require Rosenberg and Richmond to reduce groundwater withdrawal by 30% of total water demand by 2016. There are currently two options that are being considered:</p> <ol style="list-style-type: none"><li>1. Treating surface water from the Brazos River</li><li>2. Transporting groundwater or obtaining surface water from outside Fort Bend County.</li></ol> <p>Either option will require additional improvements to Rosenberg's water distribution system. Additional projects may include but are not limited to:</p> <ol style="list-style-type: none"><li>1. Water Plant No. 5 Improvements</li><li>2. Elevated Storage Tank at FM 2977</li><li>3. Water Plant No. 6 Ground Storage Tank</li><li>4. Water Line Extension and Connection from Bonbrook Subdivision to Bridlewood Subdivision</li><li>5. Automatic Control Valve on Avenue I</li><li>6. Chloramine Conversions for Water Plants No. 2, No. 3, No. 4, No. 5, and No. 6.</li></ol> <p>The mandate further requires that groundwater withdrawal be reduced by 60% of total water demand by 2025.</p>	
<b>Supporting Documentation:</b>	N/A	

**AMENDED CITY OF ROSENBERG  
SURFACE WATER SUPPLY IMPLEMENTATION SCHEDULE**

September 12, 2014

Year Scheduled	Year Completed	Responsible Entity	Description	City Project Cost
N/A	2009	City	Construct Reuse System for WWTP2	
N/A	2011	City	Reuse System for Seabourne Creek Park	
2012	2012	City	Secure Water Transmission Line Easements	
2012	2012	City	Spur 529 Water Line Extension	
N/A	2012	City	Construct Reuse System for WWTP1A	
2012	2013	City	SCADA System	
N/A	2014	City	Construct Reuse System to LCISD Terry High Campus	
2012	2014	City	500,000 Gallon Ground Storage Tank, and 2-1,500 GPM Booster Pumps at Plant No 5	
2014	2014	City	1,800 GPM Well at Plant No 5	
2014		BWA/City	Execute Surface Water Supply Contract – BWA	
2014		City	FM 2977 Water Line Extension	\$827,000
2014		BWA	Start Design of Transmission Water Transmission Line and Angelton Pump Station Expansion	
2015		BWA	Start Construction of Water Transmission Line and Angelton Pump Station Expansion	
2015		City	Start Construction of Plant No. 7 – A. Meyers Road and	\$3,022,000
2015		City	1,000,000 Gallon Elevated Storage Tank – Plant No. 6	\$3,300,000
2015		City	700,000 Gallon Ground Storage Tank at Plant No. 6	\$1,600,000
2015		City	A. Meyers Road 20-Inch Water Line	\$1,088,000
2015		City	Benton Road/Irby Cobb Blvd. 16-Inch Water Line	\$345,000
2016		City	Existing Water Plant Chloramine Conversions	\$1,170,000
2016		BWA/City	Produce Surface Water – 30% Conversion	

**RESOLUTION NO. R-1801**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2015.**

\* \* \* \* \*

**WHEREAS**, the City staff of the City of Rosenberg has identified its priorities for Capital Improvement Projects; and,

**WHEREAS**, the City Manager has recommended twenty-five (25) Capital Improvement Projects to be addressed in FY2015; and,

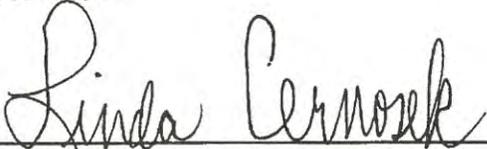
**WHEREAS**, the FY2015 Budget will include funding for the majority of the recommended Capital Improvement Projects and recommendations for funding other projects; now, therefore,

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

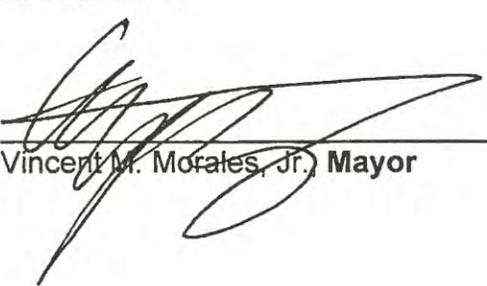
Section 1. City Council hereby approves the FY2015 Capital Improvements Plan for the City of Rosenberg which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**PASSED, APPROVED, AND RESOLVED** this 17<sup>th</sup> day of June 2014.

**ATTEST:**

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

**APPROVED:**

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



## FY2015 CAPITAL IMPROVEMENT PROJECTS

### GENERAL/STREETS AND DRAINAGE PROJECTS

1. Airport Avenue – Phase Two
2. Bamore Road – Phase Four
3. Bryan Road
4. Drainage Improvements East of Lane Drive
5. Dry Creek Drainage Improvements
6. FM 2218 from US Highway 59 to State Highway 36 (TxDOT)
7. Road Extension and Drainage - Rosenberg Business Park – Phase I
8. Seabourne Creek Drainage – Phase Three
9. Sidewalks – Replace/Removal of Existing
10. Spacek Road Improvements – Phase II
11. Traffic Signal at Reading Road and Town Center Boulevard
12. Traffic Signal for Reading Road at Spacek Road
13. US Highway 59/I-69 Expansion from FM 762 to Spur 10 (TxDOT)

### WATER AND WASTEWATER PROJECTS

14. Alternate Water Project (GRP)
15. Backup and Portable Generators for Utility System
16. FM 2977 Water Line Extension (GRP)
17. FM 2977 Water Storage Tank (GRP)
18. Lift Station No. 11 Replacement
19. North Side Water Improvements – Phase Two
20. Sanitary Sewer Pipe Bursting Project
21. Spacek Road Sewer Lift Station
22. Spacek Road Sewer Line
23. Utility Adjustments for US 59/I-69 Project (TxDOT)
24. Utility Extensions to serve FM 2218 Rosenberg Business Park – Phase I
25. Utility Replacement/Relocation for Avenue H, Avenue I and Downtown

- The general consensus of Council was to proceed with the request by staff to add one (1) Technology Specialist position at this time.

**Action:** Councilor Bolf made a motion, seconded by Councilor Grigar to approve one Information Technology Specialist position. The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1804, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 14-15 IN THE AMOUNT OF \$15,079.00 FOR THE ADDITION OF AN INFORMATION TECHNOLOGY SPECIALIST.**

**Executive Summary:** In the previous Agenda item, Executive Director of Information Services, Angela Fritz, requested the addition of an Information Technology Specialist. If City Council authorizes the position, a Budget Amendment is needed to fund this position for the remainder of FY2014.

Budget Amendment 14-15, in the amount of \$15,079.00 will provide funding for an Information Technology Specialist for the remainder of FY2014.

Budget Amendment 14-15 is included as Exhibit "A" to Resolution No. R-1804. In order to add this position in FY2014, staff recommends approval of Resolution No. R-1804 as presented.

**Key discussion points:**

- Joyce Vasut read the Executive Summary regarding Resolution No. R-1804.

**Action:** Councilor Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1804, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-15 in the amount of \$15,079.00 for the addition of an Information Technology Specialist. The motion carried by a unanimous vote of those present.

8. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1801, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2015.**

**Executive Summary:** During the FY2015 Budget process, staff reviewed the current Capital Improvement Plan (CIP) and is recommending that a total of twenty-five (25) projects be addressed in FY2015. Exhibit "A" to Resolution No. R-1801 lists the twenty-five (25) individual projects. The Planning Commission met on May 21, 2014, and also recommended approval of the projects proposed for the FY2015 CIP. These projects were also presented to City Council at the May 27, 2014 City Council Workshop.

Existing or proposed funding is available for all or a portion of twenty (20) of the Capital Projects that will be addressed in FY2015. There are two (2) projects for which funding needs have not been determined. The three (3) remaining Capital Projects are not completely funded. Funding for these projects may include the issuance of Certificates of Obligation or other funding sources. Funding for these projects will be addressed during FY2015.

Approval of Resolution No. R-1801 will establish the City's FY2015 Capital Improvements Plan and allow for the projects to be properly included in the proposed FY2015 Budget. Staff recommends approval of Resolution No. R-1801.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1801 and the City's FY 2015 Capital Improvements Plan.

**Questions:**

- Councilor Benton expressed concern with #11 – Traffic signal Reading Road at Town Center Boulevard and asked how urgent it is.
- John Maresh explained that is tied to a development agreement. The developer that is working on the project from Fire Station 2 will trigger when they have to put up fifty percent (50%) of the money for that traffic signal. There is a timeframe by which the City has to come up with the remaining fifty percent (50%). They are getting close to the triggering point.
- Councilor Grigar asked if the items are the twenty-five in each of the two areas that surfaced to the top.
- Joyce Vasut explained staff looked at the 2014 list and any projects that were not complete or not substantially complete by September 30<sup>th</sup> were left on the list. Staff then looked at 2015 in the five year plan and pulled those out that staff felt needed to rise to the top. A lot of these are projects that are started that we need to complete that we have County mobility funding. We need to move on that project so we do not lose the funding. #11 that was referred to is based on the development agreement

that we think will need action during FY2015. The developer will pay one-half and we have requested the other half from the RDC.

- Items 15, 16, and 17 are all GRP projects that are part of the Subsidence mandate we need to get done. At this time, all except three are funded in one way or another with available funds. The other three, which is Airport Road and Bryan Road that was discussed at the Workshop meeting. Airport Road and Bryan Road will need additional funding and we discussed certificates of obligation and Council felt they could agree to that. Staff will bring back those options along with the budget. The majority of these will be funded in the fiscal year.

**Action:** Councilor Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1801, a Resolution approving Capital Improvement Plan Priorities for FY2015. The motion carried by a unanimous vote of those present.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1802, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016 TO FY2019.**

**Executive Summary:** Pursuant to the City Charter which requires a five-year Capital Improvement Plan (CIP), staff has prepared a proposed schedule for Capital Projects in FY2016, FY2017, FY2018 and FY2019. The development of the CIP for FY2016 to FY2019 is based on several factors, including but not limited to:

- Deadline for compliance with the Fort Bend Subsidence District mandate,
- Availability of Fort Bend County Mobility Funds,
- Possibility of a City Bond Election in 2015,
- Results of the City Facilities Assessment, and
- Needs Identified in the Five Year Strategic Plan.

The proposed FY2016-FY2019 CIP was attached to Resolution No. R-1802 as Exhibit "A" and will allow City Council to approve the proposed FY2016-FY2019 Capital Improvement Plan for the City of Rosenberg. Staff recommends approval of Resolution No. R-1802.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1802. Exhibit A to Resolution No. R-1802 was included in the agenda packet.

**Questions:**

- Councilor Euton – FY2017 Streets and Drainage – 3<sup>rd</sup> Street at Intersection with Avenue E – what does that entail?
- John Maresh stated this is a carryover project that has been on the CIP for several years and has never been ranked high enough to be funded. It is at the intersection of 3<sup>rd</sup> Street where there is a rise in the street and a hump as you approach Avenue N. It would be to cutout that section of 3<sup>rd</sup> Street and reconstruct it.
- FY2018 – Brooks Avenue what is the plan?
- This is a long range future project that was placed on the list recently. That would be an improvement project to reconstruct that street with curb and gutter.
- FY 2019 – Klauke Road extension – is that still on our radar?
- It is long range for 2019. There have been discussions about addressing some connectivity and other ways.
- FY2018 – Brazos River Trail Project – Councilor Euton stated she objected to that project because some of the residents would be displaced in the north area of town.
- Darren McCarthy, Director of Parks and Recreation stated it has nothing to do with residential displacement. It is a paddle trail utilizing the resources of the Brazos River. Fort Bend Green at the direction of Judge Hebert just completed a three year master plan study of that. Councilor McConathy was part of the group in the Rosenberg segment. That will be coming to Council in a future Workshop after the budget is complete. Mayor Morales, Councilor McConathy and Robert Gracia have copies of that master plan. Staff plans to distribute to Council when it is brought to Council in a Workshop.
- Councilor Grigar – FY2018 – Streets and Drainage – Avenue C Extension; Avenue D Street Paving and Drainage – is that in connection to get an east/west connection because of railroad crossing closures?
- John Maresh stated that is specifically the crossing and east to Rawson Road and would connect there. That is the only access in and out over that grade crossing that would provide that connectivity.
- Avenue D – this is long range. We have been focusing with our CDBG funds to try to get the infrastructure of the sanitary sewer replaced. The application we have before the County now is for waterline replacements. We hope to complete that in the next 3 to 5 years and then we could do some street and sidewalk improvements.

# **ITEM 11**

**Hold Executive Session to consult with City Attorney regarding pending litigation, namely Imperial Arts v. Rosenberg pursuant to Section 551.071 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.**

# **ITEM 13**

**Announcements.**

# **ITEM 14**

**Adjournment.**