

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, June 03, 2014

TIME: 7:00 p.m.

PLACE: Rosenberg City Hall
City Hall Council Chamber
2110 4th Street
Rosenberg, Texas 77471

PURPOSE: Regular City Council Meeting, agenda as follows:

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

Call to order: City Hall Council Chamber

Invocation and Pledge of Allegiance. (Reverend Charles Surovik, New Covenant Fellowship, Rosenberg)

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

GENERAL COMMENTS FROM THE AUDIENCE.

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

COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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

CONSENT AGENDA

1. Review of Consent Agenda.
All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.
 - A. Consideration of and action on Regular Meeting Minutes for May 06, 2014. (Cernosek)
 - B. Consideration of and action on Ordinance No. 2014-26, an Ordinance amending the Code of Ordinances by deleting all of Section 28-41 (b) and (d), Stop Signs Designated, of Article II, of 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 thereof; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability. (Maresh)
 - C. Consideration of and action on a Final Plat of Bonbrook Plantation North Section Ten, a subdivision of 12.205 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 39 lots, 1 reserve (0.917 acre), 3 blocks. (Tanner)
 - D. Consideration of and action on Quarterly Financial Report and Quarterly Investment Report for quarter ending March 31, 2014. (Vasut)

REGULAR AGENDA

2. Consideration of and action on Resolution No. R-1798, a Resolution authorizing the City Manager to execute an Engineering Services Proposal for Permit of Storm Water Management Program, by and between the City and Jones and Carter, Inc., in the amount of \$45,000.00. (Maresh)
3. Consideration of and action on Resolution No. R-1797, a Resolution authorizing the Mayor to execute and submit, for and on behalf of the City, an application to the Texas Commission on Environmental Quality (TCEQ) for the Municipal Separate Storm Sewer System (MS4) General Permit No. 040000. (Kalkomey)
4. Consideration of and action on Resolution No. R-1796, a Resolution authorizing the Mayor to execute, for and on behalf of the City, a Mutual Aid Agreement for personnel, equipment and other resources, by and between the City and the Gulf Coast State Planning Region of the Houston-Galveston Area Council (H-GAC), for the term beginning when approved through December 31, and renewing automatically for one (1) year on each anniversary thereafter. (Warren)
5. Consideration of and action on a second reading of Ordinance No. 2014-25, an Ordinance amending the Code of Ordinances by adding a new Article III to Chapter 15 thereof, defining certain terms; making it unlawful for certain registered sex offenders to reside within 2,500 feet of premises where children gather; prohibiting property owners from renting real property to certain registered sex offenders; providing exceptions to the ordinance; providing penalties for violations of the ordinance; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing a severability clause; and providing an effective date. (Lenzsch/Warren)
6. Announcements.
7. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

by _____.

Attest:
Linda Cernosek, TRMC, City Secretary

Approved for Posting:
Robert Gracia, City Manager

Approved:
Vincent M. Morales, Jr., Mayor

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

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

City of Rosenberg

IMAGE COMMITTEE

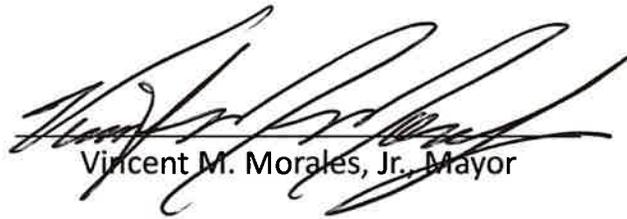
Certificate of Recognition

Be it hereby known to all, that

Wayne and Katherine Coleman

922 Gulf Court

have, on this 3rd day of June 2014, 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

IMAGE COMMITTEE

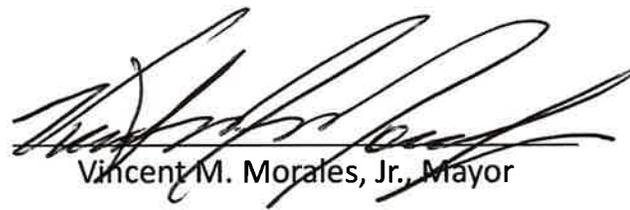
Certificate of Recognition

Be it hereby known to all, that

Misael and Adelfa Garza

1614 6th Street

have, on this 3rd day of June 2014, 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

IMAGE COMMITTEE

Certificate of Recognition

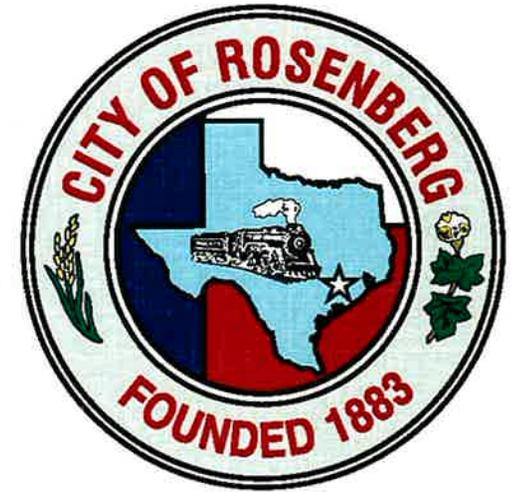
Be it hereby known to all, that

Melissa Hinson and Marty Gray
1400 Georgina Street

have, on this 3rd day of June 2014, 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

IMAGE COMMITTEE

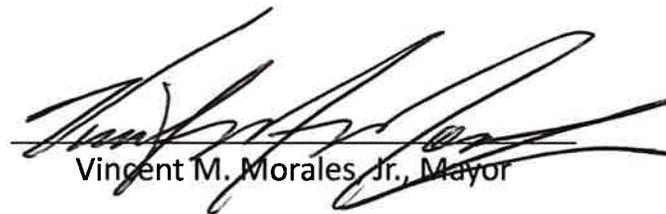
Certificate of Recognition

Be it hereby known to all, that

Billy and Haydee Ruiz

1006 San Antonio Court

have, on this 3rd day of June 2014, 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

IMAGE COMMITTEE

Certificate of Recognition

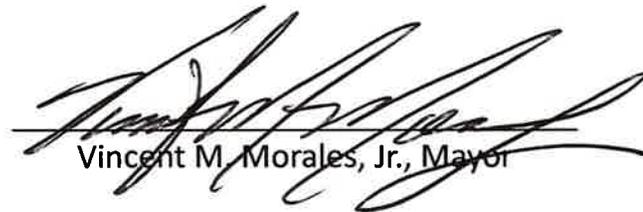
Be it hereby known to all, that

Jesus and Elizabeth Torres

509 Reinhard Street

have, on this 3rd day of June 2014, 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



General Comments from the Audience:

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Comments from the Audience for Consent and Regular Agenda Items:

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

ITEM 1

Review of Consent Agenda.

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

ITEM A

Minutes:

1. **Regular City Council Meeting Minutes – May 06, 2014**

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

On this the 6th day of May, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

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

ABSENT

Susan Euton	Councilor, District 2
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STAFF PRESENT

Robert Gracia	City Manager
Christine Krahn	Acting City Secretary
John Maresch	Assistant City Manager for Public Services
Jeff Trinker	Executive Director of Support Services
Eric Groce	City Attorney (attending for Lora Lenzsch)
Joyce Vasut	Executive Director of Administrative Services
Lisa Olmeda	Human Resources Director
Charles Kalkomey	City Engineer
Dallis Warren	Police Chief
Wade Goates	Fire Chief
Travis Tanner	Executive Director of Community Development
Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Programs Coordinator
Randall Malik	Economic Development Director
Angela Fritz	Communications Director
James Lewis	Information Services Manager
Kaye Supak	Executive Assistant
Tommy Havelka	Police Department
John Johnson	Police Department

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

CALL TO ORDER.

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

INVOCATION AND PLEDGE OF ALLEGIANCE.

Reverend Kevin K. Barber, Wellspring International Church, Richmond gave the invocation.
Girl Scout Troop 3503 led the pledge of allegiance to the flag.

PRESENTATION OF CERTIFICATES OF ACHIEVEMENT TO 2014 PITCH, HIT & RUN SKILLS COMPETITION WINNERS.

Mayor Morales and Lydia Acosta, Recreation Programs Director presented Certificates of Achievement to 2014 Pitch, Hit & Run Skills Competition Winners.

PRESENTATION OF CERTIFICATES OF APPRECIATION TO 2014 PITCH, HIT & RUN SKILLS COMPETITION VOLUNTEERS.

Mayor Morales and Lydia Acosta presented Certificates of Appreciation to 2014 Pitch, Hit & Run Skill Competition Volunteers.

PRESENTATION OF CERTIFICATES OF APPRECIATION TO 2014 EASTER EGG HUNT VOLUNTEERS AND SPONSORS.

Mayor Morales and Lydia Acosta presented Certificates of Appreciation to 2014 Easter Egg-Hunt Volunteers and Sponsors.

PRESENTATION OF CERTIFICATE OF APPRECIATION TO LOWE'S HOME IMPROVEMENT FOR THEIR DONATION OF ROSE BUSHES TO THE PARKS AND RECREATION DEPARTMENT.

Darren McCarthy, Parks and Recreation Director read the Certificate of Appreciation to Lowe's Home Improvement for their donation of rose bushes to the Parks and Recreation Department.

PRESENTATION OF ROSENBERG IMAGE COMMITTEE BEAUTIFICATION AND RENOVATION AWARDS.

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

Present:

- Richard and Alejandra Gonzales 1021 Bernard Avenue
- Sammie Weaver 2536 Live Oak Drive

Not Present:

- Car Country 909 Mulcahy Street
- Zip In Zip Out 1804 Avenue H

PRESENTATION OF CERTIFICATE OF RECOGNITION TO DEANNE NEWTON FOR THE UNSUNG HERO AWARD.

Councilor Benton presented a Certificate of Recognition to Deanne Newton for the Unsung Hero Award. Ms. Newton found a sum of money in a parking lot and took it to the Police Department and turned it in. The money was returned to the rightful owner.

PRESENTATION OF PROCLAMATION PROCLAIMING MAY 2014 AS MOTORCYCLE SAFETY AND AWARENESS MONTH IN THE CITY OF ROSENBERG.

Mayor Morales presented a Proclamation Proclaiming May 2014 as Motorcycle Safety and Awareness Month in the City of Rosenberg to members of the Gypsy Motorcycle Group.

PRESENTATION OF PROCLAMATION PROCLAIMING MAY 18 – 24, 2014, AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF ROSENBERG.

Mayor Morales presented a Proclamation Proclaiming May 18 – 24, 2014 as National Public Works Week in the City of Rosenberg to John Maresh, Assistant City Manager for Public Services.

GENERAL COMMENTS FROM THE AUDIENCE.

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CONSENT AGENDA

1. REVIEW OF CONSENT AGENDA.

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

A. CONSIDERATION OF AND ACTION ON REGULAR MEETING MINUTES FOR APRIL 15, 2014.

B. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-19, AN ORDINANCE GRANTING CONSENT TO THE FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 155 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2014, IN AN AMOUNT NOT TO EXCEED \$7,235,000.

Executive Summary: Ordinance No. 2014-19 granting the City's consent to Fort Bend County Municipal Utility District No. 155 (MUD No. 155) to sell Unlimited Tax Bonds, Series 2014, in an amount not to exceed \$7,235,000. MUD No. 155 is located partly in the Corporate Limits and partly in the City's Extraterritorial Jurisdiction was included in the agenda packet. The development is generally identified as Bonbrook Plantation.

City Council consented to the creation of MUD No. 155 on December 14, 2004, through Ordinance No. 2004-28 which was proposed as an approximately 448.6692 acre development. A Development Agreement and a Water Supply and Wastewater Services Agreement between the City, Bonbrook Plantation, L.P., and Beazer Homes Texas, L.P., was executed on February 22, 2005.

This will be the fourth Unlimited Tax Bond sale for MUD No. 155. The first sale was approved by City Council on May 20, 2008, in the amount of \$6,465,000 through Ordinance No. 2008-12. The second sale was approved by City Council on March 01, 2011, in the amount of \$2,015,000 through Ordinance No. 2011-15. The third sale was approved by City Council on November 20, 2012, in the amount of \$2,050,000 through Ordinance No. 2012-44.

Much of the submission documentation provided by MUD No. 155 for this proposed sale such as the Bond Order authorizing the Issuance of Bonds by MUD No. 155, the Preliminary Official Statement/Notice of Sale, Resolution Authorizing the Issuance of Bonds by MUD No. 155, Cash Flow Analysis, Debt Fund Schedule, Summary of Costs, along with minute excerpts and related Ordinances are available for review in the City Secretary's Office.

Staff has reviewed the documentation and found it to be in compliance with applicable City Ordinances. Staff is recommending approval of Ordinance No. 2014-19 thus authorizing the sale of Unlimited Tax Bonds, Series 2014, in an amount not to exceed \$7,235,000.

C. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-20, AN ORDINANCE GRANTING CONSENT TO THE FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 167 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2014, IN AN AMOUNT NOT TO EXCEED \$3,725,000.

Executive Summary: Ordinance No. 2014-20 granting the City's consent to Fort Bend County Municipal Utility District No. 167 (MUD No. 167), to sell Unlimited Tax Bonds, Series 2014, in an amount not to exceed \$3,725,000. MUD No. 167 is located within the City's Corporate Limits. The development is generally identified as Brazos Town Center.

City Council consented to the creation of MUD No. 167 on June 28, 2005, through Ordinance No. 2005-14 which was originally proposed as a 121.81 acre development. A Development Agreement between the City and A-S 70 HWY 59-FM762, LP, was executed on December 07, 2004; a Water Supply and Wastewater Services Agreement was executed on December 06, 2005; and an Economic Development Agreement was executed on August 8, 2006. City Council approved Ordinance No. 2006-06 consenting to the addition of 173.8037 acres into MUD No. 167 on April 04, 2006, and Ordinance No. 2007-03 consented to the addition of 118.7858 acres into MUD No. 167 on February 06, 2007, for a total of approximately 414 acres.

This will be the fourth Unlimited Tax Bond sale for MUD No. 167. The first sale was approved by City Council on July 01, 2008, through Ordinance No. 2008-20 in the amount of \$3,165,000. The Texas Commission on Environmental Quality (TCEQ) issued an order approving the issuance of \$4,120,000 in bonds on September 29, 2010. However, after the tax assessment values were released at that time, MUD No. 167 revised the bond issuance to \$3,000,000. This second sale, in the amount of \$3,000,000, was approved by City Council on November 16, 2010, through Ordinance No. 2010-28, deferring the remaining \$1,120,000 in bonds to a future sale. The second part of the sale of these bonds was approved by City Council on April 17, 2012, through Ordinance No. 2012-17 in the amount of \$1,120,000 for a total of the TCEQ approved \$4,120,000. The third sale was approved by City Council on November 20, 2012, through Ordinance No. 2012-43 in the amount of \$3,000,000.

D. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-08, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING SUBSECTIONS (A)(4) AND (A)(7) AND BY ADDING NEW SUBSECTIONS (A)(8), (A)(9) AND (A)(10) TO SECTION 6-362.2 OF ARTICLE XIII OF CHAPTER 6 THEREOF, PROVIDING FOR EXPANDED BOUNDARIES OF SIGN DISTRICT "B"; BY ADDING A NEW SECTION 6-362.3 OF ARTICLE XIII OF CHAPTER 6 THEREOF, ESTABLISHING SIGN DISTRICT "C" AND REGULATIONS FOR SIGN DISTRICT "C"; BY ADDING A NEW SECTION 6-362.4 OF ARTICLE XIII OF CHAPTER 6 THEREOF, ESTABLISHING A SIGN DISTRICT MAP; 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 INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.**

Executive Summary: Freestanding sign regulations for height and area for Avenues H and I and State Highway 36 (between I-69/U.S. 59 and Avenue H) have been discussed in three (3) previous City Council Workshop meetings: initially on September 24, 2013, again on November 26, 2013, and again on April 22, 2014. In the most recent discussion on April 22, 2014, City Council directed staff to amend the Ordinance as follows:

State Highway 36 between City Hall Drive and Avenue H (not including Downtown); Avenue H between Spur 529 and 8th Street (not including Downtown); Avenue I between Spur 529 and 8th Street (not including Downtown); and the south side of Avenue I between 8th Street and Mahlmann Street:

- Single-tenant:
 - Maximum height: twelve (12) feet
 - Maximum size: sixty (60) square feet
- Multi-tenant:
 - Maximum height: twelve (12) feet
 - Maximum size: ninety-six (96) square feet
 - Maximum of sixty (60) square feet per tenant

Avenue H east of 8th Street; Avenue I east of Mahlmann Street; the north side of Avenue I between 8th Street and Mahlmann Street; State Highway 36 between City Hall Drive and I-69/U.S. 59; and Lane Drive between Avenue H and Westwood Drive:

- Single-tenant:
 - Maximum height: sixteen (16) feet
 - Maximum size: one-hundred twenty (120) square feet
- Multi-tenant:
 - Maximum height: twenty-four (24) feet
 - Maximum size: three-hundred twenty (320) square feet
 - Maximum of one-hundred twenty (120) square feet per tenant

The Downtown Area is not included in these recommendations. This is because Downtown already has its own standards that do not allow freestanding signs. This is due to the buildings mostly adjoining the right-of-way; thus the sites do not have yards for freestanding signs to be located in.

- Due to the complexity of the Ordinance, staff has created a Sign District Map to make the Ordinance more user-friendly for staff and sign permit applicants. The map is attached as Exhibit "A" and incorporated in the Ordinance. Staff recommends approval of Ordinance No. 2014-08 in order to move forward with establishing permanent freestanding sign regulations for the corridors, as opposed to the current maximum height of nine (9) feet and maximum area of 36 square feet.

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

2. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1785, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONSULTING AGREEMENT BY AND BETWEEN THE CITY AND GALLAGHER BENEFITS SERVICES, INC., IN THE AMOUNT OF \$35,000.**

Executive Summary: On Tuesday, June 05, 2012, the City approved Resolution No. R-1485 for the Contract for Professional Services for Employee Benefits Consulting Services with City-County Benefits Services (C-CBS) for the period July 01, 2012 – June 30, 2014.

In September 2012, C-CBS merged with Gallagher Benefit Services, Inc., (GBS). At that time, GBS accepted the terms of the Agreement between the City of Rosenberg and C-CBS.

The C-CBS Professional Services Agreement for Employee Benefits Consulting Services has an option to renew the Agreement by mutual agreement for two (2) additional one-year terms for a total of four (4) years. Award or renewal of the Agreement shall be authorized by City Council.

GBS has agreed to honor the fee schedule of the original Agreement with C-CBS for the total yearly fee of \$35,000.00. The Consulting Agreement with GBS has been prepared to coincide with services provided to the City of Rosenberg. With the merger of C-CBS and GBS, the City has been provided notifications in order to allow for continued compliance. The staff has been satisfied with the services provided and would recommend approval of the Agreement.

As part of the consulting services, the consultant's responsibility would be to obtain bids for employee benefits. The City's current Agreement with the health insurance carrier has reached the end of the Agreement period; therefore, bids will need to be sent to carriers by the consultant for the effective date of coverage beginning October 01, 2014.

Approval of Resolution No. R-1785 would approve the Consulting Agreement for employee benefit consultant services with Gallagher Benefits Services, Inc., attached to the Resolution as Exhibit "A", and authorize the City Manager to execute said Agreement. Mr. Burke Sunday of GBS will be present to answer any questions by City Council.

Key discussion points:

- Lisa Olmeda, Human Resources Director gave an overview of the item.

Questions/Comments:

- Councilor Benton asked what the benefit is of having a consultant.
- Burke Sunday, City-County Benefits Services explained the benefit to the City for using a consultant for these services.

Action: Councilor Bolf made a motion, seconded by Councilor McConathy to approve Resolution No. R-1785, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Consulting Agreement by and between the City and Gallagher Benefits Services, Inc., in the amount of \$35,000. The motion carried by a unanimous vote of those present.

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

CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1784, A RESOLUTION APPROVING THE FORT BEND COUNTY EMERGENCY MANAGEMENT PLAN AND AUTHORIZING THE CITY'S PARTICIPATION IN THE PLAN.

Executive Summary: The Fort Bend County Office of Emergency Management updated the Emergency Management Basic Plan (Plan). The City of Rosenberg is an inter-jurisdictional City by participating in and adopting the Plan. This Plan was last updated and approved in 2010. There were no substantive changes to the Plan that would affect the City.

The Texas Division of Emergency Management requires that they receive the updated Basic Plan and all Annexes at least every five (5) years.

Staff recommends the approval of Resolution No. R-1784 approving and implementing the Plan.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1786, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A SERVICES CONTRACT, BY AND BETWEEN THE CITY AND SI ENVIRONMENTAL LLC, FOR WASTEWATER TREATMENT PLANT OPERATIONS AND MAINTENANCE IN THE BASE AMOUNT OF \$478,488.00 PER YEAR.**

Executive Summary: On February 05, 2014, Request for Proposals (RFP) were received for the Wastewater Treatment Plant facilities Operations and Maintenance Contract. The City received a total of three (3) proposals from Severn Trent Environmental Services, Inc., Si Environmental, LLC, and USW Utility Group. (The RFP and the proposals are large documents not included in the packet. However, they are available for review in the City Secretary's office.)

City Council held a Special Meeting on March 24, 2014, to hear oral presentations from each of the proposers. After discussion, City Council directed staff to negotiate a contract with Si Environmental, LLC.

Staff has negotiated a Services Contract (Contract) with Si Environmental LLC, for an initial three (3) year term, effective June 01, 2014. The base amount of the Contract is \$478,488.00 per year. The Contract term also includes an option to renew for one (1) additional three (3) year term by mutual agreement of both parties, prior to the expiration of the initial term. The Contract has been reviewed by the City Attorney. Should City Council approve the Contract with Si Environmental, LLC, it will be attached to Resolution No. R-1786 as Exhibit "A".

Staff recommends approval of Resolution No. R-1786 as presented.

Key discussion points:

- John Maresh, Assistant City Manager of Public Services read the Executive Summary regarding Resolution No. R-1786.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1786, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Services Contract, by and between the City and Si Environmental LLC, for Wastewater Treatment Plant Operations and Maintenance in the base amount of \$478,488.00 per year. The motion carried by a unanimous vote of those present.

5. **REVIEW AND DISCUSS LOCAL ENHANCEMENTS ALONG THE US HWY 59 / I-69 EXPANSION PROJECT CORRIDOR, AND TAKE ACTION AS NECESSARY.**

Executive Summary: This item has been added to the Agenda to offer City Council the opportunity to discuss local enhancements along the US Hwy 59 / I-69 corridor as a part of the expansion project that is under construction. Examples of local enhancements include adding paint schemes to the overpass retaining walls and the installation of "way-finding" signage along the portion of the corridor located within the City Limits. If the consensus of the City Council is to consider adding local enhancements, a consulting firm familiar with these types of projects would be required. The Rosenberg Development Corporation (RDC) staff has been in contact with a firm that provided similar services for a neighboring City in eastern Fort Bend County. On Thursday, May 8, RDC staff will be presenting this item to the RDC Board. In order to accommodate any local enhancements, the Texas Department of Transportation (TxDOT) would require the City to enter into an Agreement that would identify the City's responsibility to fund and construct any said local enhancements located within the TxDOT right-of-way and to be responsible for all future maintenance costs. The decision to add any enhancements would have to be made within the month timeframe due to the accelerated design and construction schedule for this project.

Key discussion points:

- John Maresh read the Executive Summary regarding the item.

Questions/Comments:

- Council requested to see any enhancements considered after RDC reviews it.
- The item will have to come back to Council for any approvals.
- No action was required on the item.

6. **CONSIDERATION OF AND ACTION ON THE CITY OF ROSENBERG FY2014 STREET OVERLAY AND RECONSTRUCTION PROJECT LIST.**

Executive Summary: The list of streets for the proposed FY2014 Street Overlay and Reconstruction Project was presented to City Council during the April 22, 2014 Workshop. The Project List is included in the packet. The cost estimate for the recommended streets included on the Project List is \$863,923.11. The FY2014 Budget includes \$300,000.00, plus an additional \$79,410.00 remains from the FY2011 Street Paving Program which was previously approved for Homestead Road in the Suburban Estates Subdivision. In addition, the Rosenberg Development Corporation (RDC) did take action to fund approximately one-third of the Koeblen Road reconstruction cost, in the amount of \$44,621.00. The Executive Director of Administrative Services has prepared Budget Amendment 14-12 which provides an additional \$439,892.11 to fully fund the FY2014 Street Overlay and Reconstruction Project.

Upon City Council approval, staff will forward a request for assistance with labor and equipment to Fort Bend County under the master Interlocal Agreement. The project will then be added to Fort Bend County's schedule.

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

Key discussion points:

- John Maresh read the Executive Summary regarding the item.

Action: Councilor Grigar made a motion, seconded by Councilor McConathy to approve the City of Rosenberg FY2014 Street Overlay and Reconstruction Project List. The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-21, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING ALL OF SECTION 28-41 (A) AND (D), STOP SIGNS DESIGNATED, OF ARTICLE II, DIVISION 2 OF CHAPTER 28, STOP STREETS, AND SUBSTITUTING THEREFOR A NEW SECTION 28-41 (A) 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: The Rosenberg Police Department has identified the intersection of Vista Drive and Commercial Drive as an intersection with a high crash rate. A total of fourteen (14) traffic crashes have occurred over the most recent three (3) year period. The intersection currently functions as a one-way stop, with Commercial Drive stopping and Vista Drive being non-controlled. The recommendation is to make this a four (4) way stop intersection due to the high number of traffic crashes that have occurred.

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

Staff recommends approval of Ordinance No. 2014-21 as presented.

Key discussion points:

- John Maresh read the Executive Summary regarding the item.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Ordinance No. 2014-21, an Ordinance amending the Code of Ordinances by deleting all of Section 28-41 (a) and (d), Stop Signs Designated, of Article II, Division 2 of Chapter 28, Stop Streets, and substituting therefor a new Section 28-41 (a) 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. The motion carried by a unanimous vote of those present.

8. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2014-18, AN ORDINANCE PROVIDING FOR APPROVAL OF AN EXPANSION TO THE TERRITORY OF FORT BEND COUNTY MUD NO. 155 OF FORT BEND COUNTY, TEXAS, TO INCLUDE THAT AREA WITHIN THE**

EXTRATERRITORIAL JURISDICTION OF THE CITY, AS FURTHER PROVIDED FOR HEREIN; AND MAKING CERTAIN FINDINGS OF FACT AND OTHER CONCLUSIONS AS HEREIN SET OUT.

Executive Summary: Fort Bend County Municipal Utility District No. 155 (MUD No. 155) is requesting that a 144.0911-acre tract located southwest of Gapps Slough and southeast of Benton Road be added to existing MUD No. 155. The total frontage along Benton Road is 2,511 feet, which places the southwest boundary of this tract approximately 600 feet southwest of Rohan Road. Accordingly, a Petition for Consent to Addition of Land to MUD No. 155, and associated Ordinance No. 2014-18 are presented for consideration by City Council.

The City's consent to the creation of MUD No. 155 was approved by City Council on December 14, 2004, through Ordinance No. 2004-28, and was originally proposed as a 448.6692-acre development located outside of the Corporate Limits of the City of Rosenberg, in the City's Extraterritorial Jurisdiction.

Conformation documentation along with minute excerpts and related Ordinances are available for review in the City Secretary's Office. The petitioner has provided sufficient documentation to demonstrate that the proposed additional development will not adversely affect the water/sewer functions; will not increase City utility rates; will not adversely impact the City bond rating; and will add additional value to the overall tax base of the District which should decrease the tax rate burden of in-district property owners. All required due diligence has been performed, and staff recommends approval of Ordinance No. 2014-18.

Key discussion points:

- Charles Kalkomey, City Engineer gave an overview of the item regarding Ordinance No. 2014-18.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Ordinance No. 2014-18, an Ordinance providing for approval of an expansion to the territory of Fort Bend County MUD No. 155 of Fort Bend County, Texas, to include that area within the extraterritorial jurisdiction of the City, as further provided for herein; and making certain findings of fact and other conclusions as herein set out. The motion carried by a unanimous vote of those present.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1787, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY AND KENDIG KEAST COLLABORATIVE FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$91,860.**

Executive Summary: On February 11, 2014, the Professional Services/Engineering Project Review Committee recommended that Kendig Keast Collaborative be selected to update the City's Comprehensive Plan (Plan). The Plan update is a budgeted project. The Plan was last updated in 1995. Since that time, the City's population has grown by over 50 percent (50%) from 23,000 to approximately 35,000. The rate of growth has increased recently and is expected to continue given the widening of I-69 and build-out of neighboring communities immediately north of Rosenberg. Therefore, it is critical for the City to plan and determine what infrastructure improvements and development standards are needed to accommodate future growth and development.

The scope of the Comprehensive Plan update will generally include the following per Exhibit "A," Scope of Services:

- Community Overview (e.g., data collection, analysis of existing ordinances and planning documents, demographic analysis, population projections)
- Community engagement (community workshop, facilitation of Advisory Committee meetings, use of MindMixer virtual town hall website, public hearings, engagement of Planning Commission and City Council, establishment of "guiding principles," etc.)
- Land Use and Character (infrastructure analysis, land use projections, growth and development plan/map)
- Transportation (existing thoroughfare plan analysis, consideration for bicycle and pedestrian mobility, access management analysis, updated Master Thoroughfare Plan map)
- Plan Implementation (action plan to implement the above comprehensive plan elements)

The consultant, Kendig Keast Collaborative, has extensive experience working with communities without zoning, similar to Rosenberg, to implement their plans. The above scope of work will be completed for an amount not to exceed \$91,860, which is well within the budgeted amount of \$100,000.

The Professional Services Agreement with Kendig Keast Collaborative is attached to Resolution No. R-1787 as Exhibit "A". Staff recommends approval of Resolution No. R-1787 as presented.

Key discussion points:

- Travis Tanner, Executive Director of Community Development gave an overview of the item and outlined what the plan will include.

Questions/Comments:

- Councilor Pena stated he thinks it's an excellent idea and he supports it.
- Councilor Grigar agreed the plan is badly needed and he is glad to see it moving forward.
- Councilor Bolf asked how much of the 1995 Comprehensive Plan has moved forward. She has concern with the money.
- Travis Tanner stated this is a budgeted item.
- Councilor Benton expressed concern with the money and suggested tabling the item until Councilor Euton could be present at a meeting to present her thoughts.
- Councilor McConathy concurred with Councilor Benton and suggested tabling the item to a workshop for more discussion. She is not sure the scope in this project needs to be as large and outreaching as it is here.
- Councilor Pena expressed his concern with all the time put in by the committees to review these items. The City is growing very rapidly and we need help. City staff is understaffed and can't keep up. We looked at these professionals as a Council, based on the information the committees provided. If Council does not approve of the committees then they should be abolished. Going over items over and over is redundant and if that is what we have to do then he does not want to sit on a committee and have it come back to be looked at again.
- Councilor McConathy stated she respects his opinion and she is not questioning the feedback from the committee and staff efforts. She has to respond to her constituents and why we are spending \$100,000.
- Aaron Tuley, Kendig Keast Collaborative provided an overview of the scope of work on the plan with emphasis on community input, workshops and task force meetings to get as much public input and buy in as possible.
- Mayor Morales stated we have a vision and we need professional input to help us achieve that vision. Councilor Pena made a good point about the committees and boards we have. At this point it is critical due to the I69 expansion and other TxDOT projects coming our way. It is crucial that we move forward with the right plan.
- Councilor Grigar stated this was on the CIP list last year and Council rated it and staff rated it. It has finally surfaced to the top and Council agreed on it in the budget process. We are stepping backward.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to table the item. The motion carried by a vote of 4 to 2 as follows: **Yeses: Councilors Benton, McConathy, Pena and Bolf. Noes: Mayor Morales and Councilor Grigar.**

10. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1783, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, BUDGET AMENDMENT 14-12 IN THE AMOUNT OF \$476,744.00, TO FUND THE FY2014 STREET OVERLAY AND RECONSTRUCTION PROJECT, THE PURCHASE OF A MOWER AND OTHER SUPPLEMENTAL REQUESTS.**

Executive Summary: During the April 22, 2014 City Council Workshop, staff presented the cost estimate for the recommended streets for the FY2014 Street Project in the amount of \$863,923.11. The FY2014 Budget includes \$300,000.00; \$79,410.00 remains from the FY2011 Street Program, and Rosenberg Development Corporation (RDC) agreed to fund \$44,621.00 for a portion of the Koeblen Road improvements. This leaves a balance of \$439,892.11 needed in additional funding. City Council agreed to move forward with the street improvements as presented with excess revenues used to cover the balance.

Additionally, staff identified some remaining funds from previously completed projects that could be used to fund several items that were requested for the FY2015 Budget. Staff recommends funding the following items in the current fiscal year since funding is available and these items are needed to perform certain job duties in an efficient and effective manner. These items include:

Zero Turn Mower for Parks	18,024
Municipal Court Software Upgrade	3,025
Nine (9) Tasers for CID	8,558
Laser for Public Works	5,245
Tablet PC for Project Director	<u>2,000</u>
	\$36,852

Budget Amendment 14-12 is included as Exhibit "A" to Resolution No. R-1783. Staff recommends approval of Resolution No. R-1783 as presented.

- Joyce Vasut gave an overview of Resolution No. R-1783.

Action: Councilor Bolf made a motion, seconded by Councilor McConathy to approve Resolution No. R-1783, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-12 in the amount of \$476,744.00, to fund the FY2014 Street Overlay and Reconstruction Project, the purchase of a mower and other supplemental requests. The motion carried by a unanimous vote of those present.

11. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1788, A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS REGARDING A CITY FACILITIES MASTER PLAN.**

Executive Summary: This item has been added to the Agenda to offer City Council an opportunity to review a draft Request for Qualifications (RFQ) to ultimately select a firm to ascertain the condition of existing City facilities and to plan for and address future space needs.

The purpose of the RFQ would be to identify a firm that could provide an overview of existing and future facility needs in the most efficient and cost-effective means possible, including:

- Conduct an assessment of all City facilities including a rating of each building's condition.
- Work with staff to determine current and future space needs and develop options to meet those needs.
- Prepare and present a final Facilities Master Plan Report.

Staff recommends approval of Resolution No. R-1788, in order to issue an RFQ to receive qualifications to select a firm that will be able to provide a framework for reporting on current requirements and for developing future facility and other space needs recommendations.

Key discussion points:

- Jeff Trinker, Executive Director of Support Services gave an overview of the item regarding Resolution No. R-1788.

Questions/Comments:

- Councilor Pena stated it is a great idea. City buildings need a lot of repair and we need to move forward.
- Councilor Grigar concurred and stated this is forward thinking.
- Councilor Bolf asked if all City owned buildings will be assessed.
- Jeff Trinker explained what the plan would cover.
- Councilor Benton stated he thinks a building inspector can check the condition of the buildings and he's not sure it is necessary to hire someone to do that.
- Councilor McConathy agreed with Jeff Trinker and the need of an assessment of the city buildings. They are keeping their own records in Permits. There is a concern with employee safety. Has there been an assessment of buildings regarding code compliance?
- Jeff Trinker stated he has not seen anything specifically toward code.
- Councilor Benton asked if this is something for the next budget year.
- Joyce Vasut, Executive Director for Administrative Services stated we currently have funds available for this and is something we could move on now. There is some funding left from other projects in the general supplemental fund.
- Mayor Morales stated we need to centralize more. Fire Station No. 1 needs to be looked at. We need to plan for the future and should move forward with the plan.

Action: Councilor McConathy made a motion, seconded by Councilor Bolf to approve Resolution No. R-1788, a Resolution authorizing the issuance of a Request for Qualifications regarding a City Facilities Master Plan. The motion carried by a unanimous vote of those present.

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

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

13. **HOLD EXECUTIVE SESSION FOR CONSULTATION WITH CITY ATTORNEY TO RECEIVE LEGAL ADVICE ON LEGAL MATTERS AND PENDING OR CONTEMPLATED LITIGATION AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071; AND, TO DELIBERATE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held for consultation with City Attorney to receive legal advice on legal matters and pending or contemplated litigation as authorized by Texas Government Code Section 551.071; and, to deliberate potential purchase, exchange, lease, or value of real property pursuant to section 551.072 of the Texas Government Code.

14. **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 9:30 p.m. No action was taken as a result of Executive Session.

15. **ANNOUNCEMENTS.**

- The City's Special Election will be held Saturday, May 10, 2014.

16. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 9:31 p.m.

Christine Krahn, Acting City Secretary



CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
B	Ordinance No. 2014-26 - Location of Stop Signs

ITEM/MOTION

Consideration of and action on Ordinance No. 2014-26, an Ordinance amending the Code of Ordinances by deleting all of Section 28-41 (b) and (d), Stop Signs Designated, of Article II, of 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 thereof; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

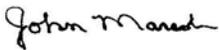
- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

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

1. Ordinance No. 2014-26 - Redline
2. Ordinance No. 2014-26
3. Crash Report Data: Avenue J & 6th Street

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 *LJL/rl*
- City Engineer
- (Other)

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

Staff has identified the need for a four-way stop at the intersection of Avenue J and 6th Street. A total of three (3) traffic crashes have occurred at, or near, this intersection over the most recent three (3) year period. The intersection currently functions as a two-way stop, with Avenue J stopping and 6th Street being non-controlled. The recommendation is to make this a four (4) way stop intersection due to the number of traffic crashes that have occurred and the restricted sight visibility at the northwest corner of the intersection.

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

Staff recommends approval of Ordinance No. 2014-26 as presented.

ORDINANCE NO. 2014-26

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY DELETING ALL OF SECTION 28-41 (b) AND (d), STOP SIGNS DESIGNATED, OF ARTICLE II, DIVISION 2 OF CHAPTER 28, STOP STREETS, AND SUBSTITUTING THEREFOR A NEW SECTION 28-41 (b) AND (d) OF ARTICLE II, DIVISION 2 OF CHAPTER 28 THEREOF; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 OR MORE THAN \$200.00 FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND, PROVIDING FOR SEVERABILITY.

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

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

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

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

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

“Sec. 28-41. - Stop signs designated.

* * *

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

<i>Stop Street</i>	<i>Intersecting Streets</i>
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1 st Street	1 st Street and Avenue D
1 st Street	1 st Street and Avenue E
2 nd Street	2 nd Street and Avenue D
2 nd Street	2 nd Street and F.M. Highway 1640 (Avenue I)
2 nd Street	2 nd Street and U.S. Highway 90A (Avenue H)
3 rd Street	3 rd Street and Avenue M
3 rd Street	3 rd Street and Brooks Avenue
3 rd Street	3 rd Street and F.M. Highway 1640 (Avenue I)
3 rd Street	3 rd Street and Main Street
4 th Street	4 th Street and Avenue D
4 th Street	4 th Street and U.S. Highway 90A (Avenue H)
5 th Street	5 th Street and Avenue D
5 th Street	5 th Street and Avenue G
5 th Street	5 th Street and Avenue M
5 th Street	5 th Street and Avenue N
5 th Street	5 th Street and Avenue O
5 th Street	5 th Street and F.M. Highway 1640 (Avenue I)
5 th Street	5 th Street and U.S. Highway 90A (Avenue H)
6 th Street	6 th Street and Avenue G
6 th Street	6 th Street and Avenue M
6 th Street	6 th Street and Avenue N
6 th Street	6 th Street and Avenue O
6 th Street	6 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and Avenue G
7 th Street	7 th Street and Avenue L
7 th Street	7 th Street and Avenue M
7 th Street	7 th Street and Avenue O
7 th Street	7 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and U.S. Highway 90A (Avenue H)
8 th Street	8 th Street and Avenue A
8 th Street	8 th Street and Avenue G
Alamo Street	Alamo Street and Avenue G
Alamo Street	Alamo Street and Avenue J
Alamo Street	Alamo Street and Avenue K

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

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

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

Frost Street	Frost Street and U.S. Highway 90A (Avenue H)
George Street	George Street and Avenue J
George Street	George Street and Walger Avenue (North)
Georgina Street	Georgina Street and Avenue J
Glenmeadow Drive	Glenmeadow Drive and Tobola Street
Hemple Drive	Hemple Drive and Town Center Boulevard
Houston Street	Houston Street and F.M. Highway 1640 (Avenue I)
Houston Street	Houston Street and U.S. Highway 90A (Avenue H)
James Street	James Street and Avenue K
Jones Street	Jones Street and Avenue N
Klauke Street	Klauke Street and Avenue N
Lark Street	Lark Street and Meadow Lane
Laurel Street	Laurel Street and Brumbelow Street
Laurel Street	Laurel Street and Jones Street
Laurel Street	Laurel Street and Junker Street
Laurel Street	Laurel Street and Klauke Street
Laurel Street	Laurel Street and Marilyn Street
Lawrence Street	Lawrence Street and F.M. Highway 1640 (Avenue I)
Leaman Avenue	Leaman Avenue and State Highway 36 (1 st Street)
Leonard Street	Leonard Street and Brumbelow Street
Leonard Street	Leonard Street and Jones Street
Leonard Street	Leonard Street and Junker Street
Leonard Street	Leonard Street and Klauke Street
Leonard Street	Leonard Street and Marilyn Street
Lindsey Drive	Lindsey Drive and Lane Drive
Longhorn Drive	Longhorn Drive and Airport Avenue
Louise Street	Louise Street and Avenue J
Louise Street	Louise Street and Avenue L
Louise Street	Louise Street and Avenue N
Louise Street	Louise Street and F.M. Highway 1640 (Avenue I)
Madison Avenue	Madison Avenue and Ward Street
Mahlman Street	Mahlman Street and Avenue N
Manor Drive	Manor Drive and Village Court Drive
Matamoros Drive	Matamoros Drive and Blume Road

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

West Street	West Street and Avenue D
Wild Cotton Road	Wild Cotton Road and Bamore Road
Wilson Drive	Wilson Drive and Lane Drive
Winding Lakes Lane	Winding Lakes Lane and F.M. Highway 2977

* * *

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

3rd Street and Avenue F
 3rd Street and Avenue G
 Avenue C and 3rd Street
 Avenue D and Mulcahy Street
 Avenue D, Willow Drive, and Candler Street
 Avenue D and 3rd Street
 Avenue E and Carlisle Street
 Avenue E and 6th Street
 Avenue F and Alamo Street
 Avenue F and Damon Street
 Avenue F and 6th Street
 Avenue G and 4th Street
 Avenue G and 2nd Street
 Avenue J and Millie Street
Avenue J and 6th Street
 Avenue J and 7th Street
 Avenue K and 2nd Street
 Avenue K and Ward Street
 Avenue L and 5th Street
 Avenue L and Lawrence Street
 Avenue L and Millie Street
 Avenue L and Mulcahy Street
 Avenue M and Brazos Street
 Avenue M and 4th Street
 Avenue N and Alamo Street and the driveway opposite Alamo Street
 Avenue N and 8th Street
 Avenue N and Ward Street
 Avenue O and Tobola Street
 Brazos Center Boulevard, Winding Lakes Lane, Brazos Town Crossing, and driveway opposite Brazos Center Boulevard
 Carlisle Street and Avenue M
 Commercial Drive, Mercantile Drive, and driveway opposite Mercantile Drive
 Commercial Drive, Plaza Drive, and driveway opposite Plaza Drive
 Ellis Grove Lane and Archer Ranch Lane
 George Street and Avenue L
 Hartledge Road, Spur 10, and U.S. Highway 59 Frontage Road (Northbound)

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

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

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

Section 5. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part

of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

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

ORDINANCE NO. 2014-26

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY DELETING ALL OF SECTION 28-41 (b) AND (d), STOP SIGNS DESIGNATED, OF ARTICLE II, DIVISION 2 OF CHAPTER 28, STOP STREETS, AND SUBSTITUTING THEREFOR A NEW SECTION 28-41 (b) AND (d) OF ARTICLE II, DIVISION 2 OF CHAPTER 28 THEREOF; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 OR MORE THAN \$200.00 FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND, PROVIDING FOR SEVERABILITY.

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

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

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

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

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

“Sec. 28-41. - Stop signs designated.

* * *

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

<i>Stop Street</i>	<i>Intersecting Streets</i>
--------------------	-----------------------------

1 st Street	1 st Street and Avenue D
1 st Street	1 st Street and Avenue E
2 nd Street	2 nd Street and Avenue D
2 nd Street	2 nd Street and F.M. Highway 1640 (Avenue I)
2 nd Street	2 nd Street and U.S. Highway 90A (Avenue H)
3 rd Street	3 rd Street and Avenue M
3 rd Street	3 rd Street and Brooks Avenue
3 rd Street	3 rd Street and F.M. Highway 1640 (Avenue I)
3 rd Street	3 rd Street and Main Street
4 th Street	4 th Street and Avenue D
4 th Street	4 th Street and U.S. Highway 90A (Avenue H)
5 th Street	5 th Street and Avenue D
5 th Street	5 th Street and Avenue G
5 th Street	5 th Street and Avenue M
5 th Street	5 th Street and Avenue N
5 th Street	5 th Street and Avenue O
5 th Street	5 th Street and F.M. Highway 1640 (Avenue I)
5 th Street	5 th Street and U.S. Highway 90A (Avenue H)
6 th Street	6 th Street and Avenue G
6 th Street	6 th Street and Avenue M
6 th Street	6 th Street and Avenue N
6 th Street	6 th Street and Avenue O
6 th Street	6 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and Avenue G
7 th Street	7 th Street and Avenue L
7 th Street	7 th Street and Avenue M
7 th Street	7 th Street and Avenue O
7 th Street	7 th Street and F.M. Highway 1640 (Avenue I)
7 th Street	7 th Street and U.S. Highway 90A (Avenue H)
8 th Street	8 th Street and Avenue A
8 th Street	8 th Street and Avenue G
Alamo Street	Alamo Street and Avenue G
Alamo Street	Alamo Street and Avenue J
Alamo Street	Alamo Street and Avenue K

Alamo Street	Alamo Street and F.M. Highway 1640 (Avenue I)
Allen Street	Allen Street and Avenue K
Allen Street	Allen Street and F.M. Highway 1640 (Avenue I)
Allwright Street	Allwright Street and Reading Road
Aquarius Street	Aquarius Street and Pisces Street
Avenue A	Avenue A and 2 nd Street
Avenue A	Avenue A and 7 th Street
Avenue B	Avenue B and 2 nd Street
Avenue B	Avenue B and 7 th Street
Avenue C	Avenue C and 5 th Street
Avenue D	Avenue D and 6 th Street
Avenue E	Avenue E and 3 rd Street
Avenue E	Avenue E and Mulcahy Street
Avenue E	Avenue E and Willow Street
Avenue F	Avenue F and 8 th Street
Avenue F	Avenue F and Jennetta Street
Avenue F	Avenue F and San Jacinto Street
Avenue G	Avenue G and Houston Street
Avenue G	Avenue G and Mulcahy Street
Avenue J	Avenue J and 2 nd Street
Avenue J	Avenue J and 3 rd Street
Avenue J	Avenue J and 4 th Street
Avenue J	Avenue J and 5 th Street
Avenue J	Avenue J and 8 th Street
Avenue J	Avenue J and Allen Street
Avenue J	Avenue J and Austin Street
Avenue J	Avenue J and Brazos Street
Avenue J	Avenue J and Carlisle Street
Avenue J	Avenue J and Damon Street
Avenue J	Avenue J and Frost Street
Avenue J	Avenue J and Houston Street
Avenue J	Avenue J and James Street
Avenue J	Avenue J and Lawrence Street
Avenue J	Avenue J and MacArthur Street

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

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

George Street	George Street and Avenue J
George Street	George Street and Walger Avenue (North)
Georgina Street	Georgina Street and Avenue J
Glenmeadow Drive	Glenmeadow Drive and Tobola Street
Hemple Drive	Hemple Drive and Town Center Boulevard
Houston Street	Houston Street and F.M. Highway 1640 (Avenue I)
Houston Street	Houston Street and U.S. Highway 90A (Avenue H)
James Street	James Street and Avenue K
Jones Street	Jones Street and Avenue N
Klauke Street	Klauke Street and Avenue N
Lark Street	Lark Street and Meadow Lane
Laurel Street	Laurel Street and Brumbelow Street
Laurel Street	Laurel Street and Jones Street
Laurel Street	Laurel Street and Junker Street
Laurel Street	Laurel Street and Klauke Street
Laurel Street	Laurel Street and Marilyn Street
Lawrence Street	Lawrence Street and F.M. Highway 1640 (Avenue I)
Leaman Avenue	Leaman Avenue and State Highway 36 (1 st Street)
Leonard Street	Leonard Street and Brumbelow Street
Leonard Street	Leonard Street and Jones Street
Leonard Street	Leonard Street and Junker Street
Leonard Street	Leonard Street and Klauke Street
Leonard Street	Leonard Street and Marilyn Street
Lindsey Drive	Lindsey Drive and Lane Drive
Longhorn Drive	Longhorn Drive and Airport Avenue
Louise Street	Louise Street and Avenue J
Louise Street	Louise Street and Avenue L
Louise Street	Louise Street and Avenue N
Louise Street	Louise Street and F.M. Highway 1640 (Avenue I)
Madison Avenue	Madison Avenue and Ward Street
Mahlman Street	Mahlman Street and Avenue N
Manor Drive	Manor Drive and Village Court Drive
Matamoros Drive	Matamoros Drive and Blume Road
Miles Street	Miles Street and F.M. Highway 1640 (Avenue I)

Mulcahy Street	Mulcahy Street and F.M. Highway 1640 (Avenue I)
Mulcahy Street	Mulcahy Street and U.S. Highway 90A (Avenue H)
Oak Briar Lane	Oak Briar Lane and Heath Ridge Lane
Pecan Park Drive	Pecan Park Drive and Westwood Drive
Randon Dyer Road	Randon Dyer Road and US Highway 90A
Randon School Road	Randon School Road and Spur 10
Raven Street	Raven Street and Meadow Lane
Rice Street	Rice Street and State Highway 36 (1 st Street)
Ripple Creek Drive	Ripple Creek Drive and Freeway Manor Drive
Robinowitz Road	Robinowitz Road and Spur 10
San Jacinto Street	San Jacinto Street and Avenue G
San Jacinto Street	San Jacinto Street and F.M. Highway 1640 (Avenue I)
San Jacinto Street	San Jacinto Street and U.S. Highway 90A (Avenue H)
Silverton Bend	Silverton Bend and Wagon Wheel Lane
Spur 10 Ramp North of U.S. Highway 59	Spur 10 Ramp North of U.S. Highway 59 and Spur 10
Spur 529	Spur 529 and U.S. Highway 59 (Southbound)
Texas Avenue	Texas Avenue and Brazos Street
Texas Avenue	Texas Avenue and Carlisle Street
Texas Avenue	Texas Avenue and Frost Street
Texas Avenue	Texas Avenue and Houston Street
Texas Avenue	Texas Avenue and Mulcahy Street
Texas Avenue	Texas Avenue and West Street
Timber Lane	Timber Lane and Lane Drive
Tobola Street	Tobola Street and Avenue N
Turtle Creek Drive	Turtle Creek Drive and Longhorn Drive
U.S. Highway 59 Frontage Road (Northbound)	U.S. Highway 59 Frontage Road (Northbound) and Cottonwood Church Road
Vera Cruz Drive	Vera Cruz Drive and Blume Road
Vera Cruz Drive	Vera Cruz Drive and Seabourne Meadows Drive
Ward Street	Ward Street and Avenue F
Ward Street	Ward Street and Avenue G
West Street	West Street and Avenue D

Wild Cotton Road	Wild Cotton Road and Bamore Road
Wilson Drive	Wilson Drive and Lane Drive
Winding Lakes Lane	Winding Lakes Lane and F.M. Highway 2977

* * *

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

3rd Street and Avenue F
 3rd Street and Avenue G
 Avenue C and 3rd Street
 Avenue D and Mulcahy Street
 Avenue D, Willow Drive, and Candler Street
 Avenue D and 3rd Street
 Avenue E and Carlisle Street
 Avenue E and 6th Street
 Avenue F and Alamo Street
 Avenue F and Damon Street
 Avenue F and 6th Street
 Avenue G and 4th Street
 Avenue G and 2nd Street
 Avenue J and Millie Street
 Avenue J and 6th Street
 Avenue J and 7th Street
 Avenue K and 2nd Street
 Avenue K and Ward Street
 Avenue L and 5th Street
 Avenue L and Lawrence Street
 Avenue L and Millie Street
 Avenue L and Mulcahy Street
 Avenue M and Brazos Street
 Avenue M and 4th Street
 Avenue N and Alamo Street and the driveway opposite Alamo Street
 Avenue N and 8th Street
 Avenue N and Ward Street
 Avenue O and Tobola Street
 Brazos Center Boulevard, Winding Lakes Lane, Brazos Town Crossing, and driveway opposite Brazos Center Boulevard
 Carlisle Street and Avenue M
 Commercial Drive, Mercantile Drive, and driveway opposite Mercantile Drive
 Commercial Drive, Plaza Drive, and driveway opposite Plaza Drive
 Ellis Grove Lane and Archer Ranch Lane
 George Street and Avenue L
 Hartledge Road, Spur 10, and U.S. Highway 59 Frontage Road (Northbound)
 Herbie Road and Debbie Street

Louise Street and Airport Avenue
Mahlman Street and Avenue O
Monroe Avenue and Ward Street
Mulcahy Street and Walger Avenue
Mustang Avenue and Lane Drive
Oakland Valley Drive and Wagon Wheel Lane
Parrott Avenue and Ward Street
Radio Lane, Ida Street, and Mustang Avenue
Reading Road and Spacek Road
Reading Road and Town Center Boulevard
Sally Anne Drive and Lane Drive
Southgate Drive and West Street
Spacek Road and Brazos Town Crossing
Spur 10 and U.S. Highway 59 Frontage Road (Southbound)
Timber Lane and Frances Drive
Town Center Boulevard and driveways approximately 320 feet north of Commercial Drive
Vista Drive, Commercial Drive, and driveway opposite Commercial Drive
Walger Avenue (North) and West Street
West Street and Avenue M”

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

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

Section 5. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part

of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

APPROVED AS TO FORM:

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

Crash Report Data: Avenue J & 6th Street

<i>Date</i>	<i>Time</i>	<i>Case#</i>	<i>Location</i>	<i>Factors</i>
8/4/2011	12:13pm	11-33552	6th / Avenue J	Failed to Drive in Single Lane
9/9/2011	4:50pm	11-38584	6th / Avenue J	Failed to Control Speed
7/12/2012	2:12pm	12-31697	6th / Avenue J	Failed to Yield ROW-Stop Sign



CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
C	Final Plat of Bonbrook Plantation North Section Ten
ITEM/MOTION	
Consideration of and action on a Final Plat of Bonbrook Plantation North Section Ten, a subdivision of 12.205 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 39 lots, 1 reserve (0.917 acre), 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:

1. Final Plat of Bonbrook Plantation North Section Ten
2. Land Plan for Bonbrook Plantation – 09-25-07
3. Planning Commission Meeting Minute Excerpt – 03-26-14
4. Planning Commission Meeting Minute Excerpt – 01-22-14

MUD #: 155 (Bonbrook Plantation)

APPROVALS		
Submitted by:	Reviewed by:	Approved for Submittal to City Council:
<i>Travis Tanner</i> Travis Tanner, AICP Executive Director of Community Development	<ul style="list-style-type: none"> <input type="checkbox"/> Exec. Dir. of Administrative Services <input type="checkbox"/> Asst. City Manager for Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other) 	<i>Robert Gracia</i> Robert Gracia City Manager

EXECUTIVE SUMMARY
<p>The Final Plat of Bonbrook Plantation North Section Ten is located off of Blossom Terrace Lane in the northeast part of Bonbrook Plantation. It is located in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 155 (MUD No. 155). The Plat contains thirty-nine (39) residential lots and one (1) 0.917-acre landscape reserve.</p> <p>The proposed lot size for the subdivision is predominantly sixty-five foot (65') lots in accordance with the approved Land Plan, although many lots are larger and a few (5) are slightly smaller due to being cul-de-sac lots that are less than fifty feet (50') wide as measured at the front property line. All lots are a minimum of 65' at the front building line. Overall, the lot layout is consistent with the Land Plan. It is also consistent with the Preliminary Plat, which was approved by the Planning Commission on January 22, 2014.</p> <p>The Planning Commission recommended approval to City Council of the Final Plat on March 26, 2014. With the Final Plat being consistent with the approved Preliminary Plat and Land Plan, and not in conflict with any applicable regulations, staff recommends approval of the Final Plat of Bonbrook Plantation North Section Ten.</p>

STATE OF TEXAS
COUNTY OF FORT BEND
CITY OF ROSENBERG

WE, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, ACTING BY AND THROUGH BRUCE CRAIG, DIVISION PRESIDENT AND GREG COLEMAN, AUTHORIZED AGENT, OF BEAZER HOMES TEXAS HOLDINGS, INC., GENERAL PARTNER OF BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, OWNERS OF THE 12.205 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP BONDING WITH AERIAL EASEMENTS, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, BEAZER HOMES TEXAS, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY BEAZER HOMES TEXAS HOLDINGS, INC., ITS GENERAL PARTNER, BY BRUCE CRAIG, DIVISION PRESIDENT, HEREUNTO AUTHORIZED, BY ITS AUTHORIZED AGENT, GREG COLEMAN, AND ITS COMMON SEAL HEREUNTO AFFIXED THIS DAY OF _____, 2014.

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

BY: BEAZER HOMES TEXAS HOLDINGS, INC.
GENERAL PARTNER

BY: _____
BRUCE CRAIG, DIVISION PRESIDENT

ATTEST: _____
GREG COLEMAN, AUTHORIZED AGENT

STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HARRIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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

GARY D. NUTTER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5659

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

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

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION TEN IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS DAY OF _____, 2014.

PETE PAVLOVSKY, CHAIRMAN

WAYNE POLDRACK, SECRETARY

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BONBROOK PLANTATION NORTH SECTION TEN IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS DAY OF _____, 2014.

VINCENT M. MORALES, JR., MAYOR

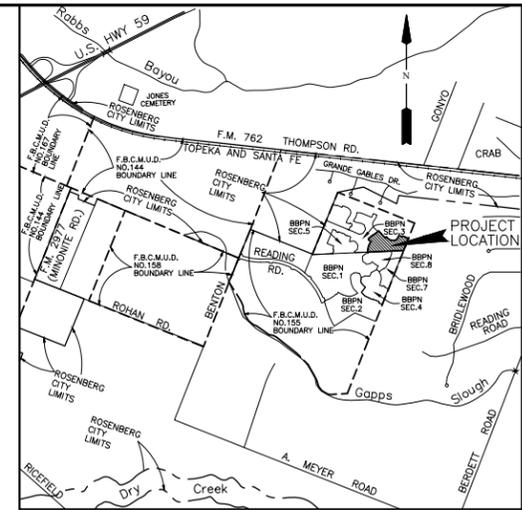
LINDA CERNOSEK, CITY SECRETARY

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

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

NOTES:

- B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; STM. S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; A.E. INDICATES AERIAL EASEMENT; D.E. INDICATES DRAINAGE EASEMENT.
- BENCHMARK: A BRASS DISK STAMPED K-1219, SET IN A CONCRETE HEADWALL LOCATED IN FORT BEND COUNTY, 0.15 MILE SOUTH OF THE INTERSECTION OF STATE HIGHWAY 36 AND MEYER ROAD, SET IN THE TOP OF A CONCRETE HEADWALL AND 1.7 FEET SOUTH OF THE NORTH END OF THE EAST CONCRETE HEADWALL OF A CULVERT, 24 FEET EAST OF THE CENTERLINE OF STATE HIGHWAY 36, AND LEVEL WITH THE HIGHWAYS SURFACE.
ELEV.= 91.69 NAVD88 (1991 ADJ.)
- TBM-INDICATES TEMPORARY BENCHMARK: SET 5/8 INCH IRON ROD WITH CAP MARKED "LJA ENG" A PROJECT BENCHMARK WILL BE INSTALLED AND DOCUMENTED PER CITY OF ROSENBERG REQUIREMENTS PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- ELEVATIONS USED FOR DELINEATING CONTOUR LINES ARE BASED UPON U.S.C. & G.S. DATUM, NAVD-88 (1991 ADJ.)
- THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY STEWART TITLE COMPANY, FILE NO. 1415742484, DATED FEBRUARY 6, 2014. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- THIS PLAT LIES WHOLLY WITHIN FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 155, FORT BEND SUBSIDENCE DISTRICT, LAMAR CONSOLIDATED I.S.D., FORT BEND COUNTY DRAINAGE DISTRICT AND THE ETJ OF THE CITY OF ROSENBERG, AND FORT BEND COUNTY.
- IN ACCORDANCE WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 48157C 0240J, REVISED JANUARY 3, 1997, THIS PLAT DOES NOT LIE WITHIN THE 100-YEAR FLOOD PLAN AND LIES WHOLLY WITHIN ZONE "X".
- APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
- THE PIPELINE AND/OR PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION ARE AS SHOWN.
- FIVE-EIGHTHS INCH (5/8") IRON RODS WITH PLASTIC CAP MARKED "LJA ENG" THREE FEET (3') IN LENGTH WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED.
- THE MINIMUM SLAB ELEVATION SHALL BE 85.50 FEET, TWELVE (12) INCHES ABOVE THE 100-YEAR FLOOD PLAIN ELEVATION AND MAXIMUM PONDING ELEVATION, EIGHTEEN (18) INCHES ABOVE NATURAL GROUND, OR TWELVE (12) INCHES ABOVE TOP OF CURB AT THE FRONT OF THE LOT, WHICHEVER IS HIGHER. THE TOP OF SLAB ELEVATION AT ANY POINT ON THE PERIMETER OF THE SLAB SHALL NOT BE LESS THAN EIGHTEEN INCHES ABOVE NATURAL GROUND.
- ALL LOTS SHALL HAVE A MINIMUM OF (5) FOOT SIDE BUILDING LINE.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING DURING INTENSE RAINFALL EVENTS.
- THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 2.
- ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
- THE COORDINATES SHOWN HEREON ARE TEXAS COORDINATES SYSTEM, SOUTH CENTRAL ZONE (GRID NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINE SCALE FACTOR OF 0.99986482.
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJUT ADJACENT PROPERTY. THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJUT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
- ALL LOTS HAVE A SIDEWALK PARALLEL TO THE STREET IN FRONT OF THE HOME AND PARALLEL TO THE SIDE STREET ON CORNER LOTS. SAID SIDEWALKS SHALL INCLUDE HANDICAPPED RAMPS AS REQUIRED. IT IS FURTHER REQUIRED THAT THE SIDEWALKS AND RAMPS MUST CONFORM WITH ALL CITY OF ROSENBERG AND FORT BEND COUNTY CODES AND SPECIFICATIONS. THE INSTALLATION OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDERS AND AS SET OUT IN THE GUIDELINES. LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS ON THE LOT IN A SAFE AND NEAT MANNER.
- ALL DRAINAGE EASEMENTS TO BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- A MINIMUM DISTANCE OF TEN (10) FEET SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
- SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
- THIS PLAT IS SUBJECT TO RESTRICTIVE COVENANTS AS SET OUT UNDER CLERK'S FILE NO. 2005090986 AND 2005118168 OF OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS.



VICINITY MAP
N.T.S.
KEY MAPS NO. 606Y

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS _____ DAY OF _____, 2014.

RICHARD MORRISON
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

ROBERT E. HERBERT
COUNTY JUDGE

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

JAMES PATTERSON
PRECINCT 4, COUNTY COMMISSIONER

I, DIANNE WILSON, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2014 AT _____ O'CLOCK _____ M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

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

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

BONBROOK PLANTATION NORTH SECTION TEN

A SUBDIVISION OF 12.205 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS.

39 LOTS 1 RESERVE (0.917 ACRE) 3 BLOCKS
MARCH 11, 2014 JOB NO. 1406-4210-310

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

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

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

MICHAEL WANG
LICENSED PROFESSIONAL ENGINEER,
TEXAS REGISTRATION NO. 92053

DATE PLOTTED: 11-Mar-2014 9:02am
DRAWN BY: J:\Projects\1406\PLN\PLN\BONBROOK_10_LJA.dwg

LOT AREA SUMMARY

LOT	LOT WIDTH AT B.L.	SQ. FT.
1	75'	9,624
2	65'	8,265
3	65'	8,112
4	65'	7,800
5	71'	8,336
6	72'	8,500

LOT	LOT WIDTH AT B.L.	SQ. FT.
1	79'	8,785
2	83'	9,756
3	75'	8,748
4	75'	8,411
5	75'	8,294
6	82'	8,437
7	86'	8,677
8	86'	8,677
9	84'	8,569
10	65'	7,475

LOT	LOT WIDTH AT B.L.	SQ. FT.
1	65'	7,886
2	65'	8,346
3	65'	9,414
4	65'	11,587
5	65'	13,004
6	65'	12,306
7	65'	9,716
8	65'	8,716
9	65'	8,741
10	68'	10,633
11	75'	8,323
12	70'	7,977
13	65'	8,682
14	65'	8,239
15	65'	8,867
16	75'	9,752
17	68'	9,118
18	75'	9,311
19	79'	9,774
20	65'	10,919
21	65'	10,817
22	65'	11,615
23	81'	10,174

TOTAL SQUARE FOOTAGE OF LOTS CONTAINED IN THIS PLAT 363,391 S.F. / 8.319 AC.
AVERAGE LOT SIZE
50' LOTS = 5
65' LOTS = 16
70' LOTS = 3
75' LOTS = 15
TOTAL LOTS = 39

WILLIAM LUIS LEAGUE ABSTRACT 276
WILEY MARTIN LEAGUE ABSTRACT 56
JOSEPH KUYKENDALL LEAGUE ABSTRACT 49
N. 41-12-33 W. 3010.25

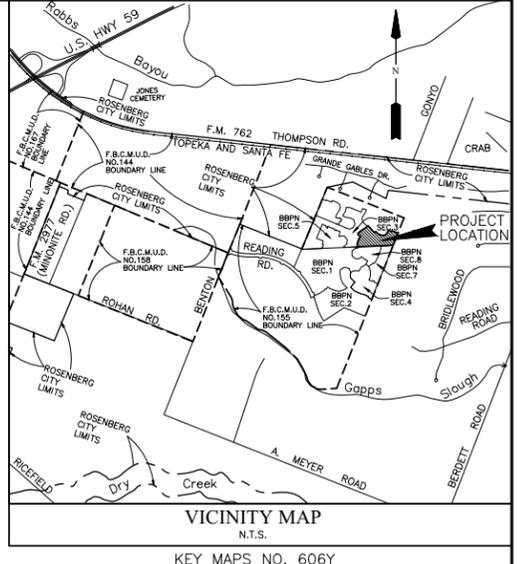
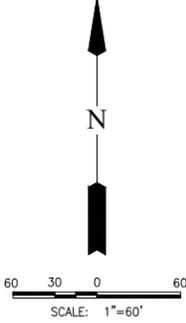
RESERVE "C"
RESERVE "A"
RESERVE "B"

RESERVE	QUALIFYING ACREAGE	PERCENTAGE	ALLOCATED PRIVATE PARK ACREAGE
"C"	6.77 AC.	25%	1.692 AC.
(SECTION ONE)			* SEE NOTES
REQUIRED PUBLIC PARK DEDICATION: 39 LOTS DIVIDED BY 160/LOT X .50 = 0.122 AC.			
REQUIRED PUBLIC PARK FEE: 39 LOTS X \$350.00/LOT X .50 = \$6,825.00			

Notes:
1. The private park acreage of 1.692 acres indicated in the above chart lies within Bonbrook Plantation North Section One. The required private park acreage for Section One was 0.337, which leaves a 1.355 surplus to satisfy the park requirement for future sections.
2. The private park acreage required for Section Two was 0.325. The surplus remaining after Section Two is 1.03 acres.
3. The private park acreage required for Section Three was satisfied with park area designated on the Section Three plat.
4. The private park acreage required for Section Four is 0.138. The surplus remaining after Section Four is 0.892 acres.
5. The private park acreage required for Section Five was satisfied with park area designated on the Section Five plat.
6. The private park acreage required for Section Six is 0.125. The surplus remaining after Section Six is 0.767 acres.
7. The private park acreage required for Section Seven is 0.106. The surplus remaining after Section Seven is 0.661 acres.
8. The private park acreage required for Section Eight is 0.088. The surplus remaining after Section Eight is 0.573 acres.
9. The private park acreage required for Section Nine is 0.206. The surplus remaining after Section Nine is 0.367 acres.
10. The private park acreage required for Section Ten is 0.122. The surplus remaining after Section Ten is 0.245 acres.
11. All fees in Lieu of Land shall be paid to the City of Rosenberg prior to the filing of the Final Plat with the Fort Bend County Clerk.

RESERVE	TYPE	ACREAGE	SQ.FT.
A	RESTRICTED TO LANDSCAPE/OPEN SPACE	0.917	39,964
TOTAL		0.917	39,964

BEAZER HOMES TEXAS, L.P.
CALLED 200.0000 ACRES
FILE NO. 2004084781
F.B.C.O.P.R.



CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
C1	480.00	41-33-59	348.23	182.17	340.64	N 17-49-09 E
C2	670.00	0-07-33	1.47	0.74	1.47	S 47-00-17 W
C3	450.00	61-30-12	483.05	267.74	460.19	S 27-45-15 W
C4	700.00	11-26-18	139.74	70.11	139.51	N 52-47-13 E
C5	500.00	52-29-56	458.14	246.57	442.28	S 60-55-50 E
C6	300.00	71-01-49	371.91	214.11	348.55	N 57-18-17 E
C7	480.00	61-28-12	514.97	285.40	490.62	N 27-46-16 E
C8	670.00	11-26-18	133.76	67.10	133.53	N 52-47-13 E
C9	730.00	4-04-25	51.90	25.96	51.89	S 49-06-16 W
C10	25.00	85-49-21	37.45	23.24	34.04	S 08-13-49 W
C11	470.00	52-29-56	430.65	231.77	415.74	S 60-55-50 E
C12	270.00	71-01-49	334.72	192.70	313.70	N 57-18-17 E
C13	330.00	71-01-49	409.11	235.52	383.41	S 57-18-17 W
C14	530.00	20-04-41	185.73	93.83	184.78	N 77-08-27 W
C15	25.00	84-18-46	36.79	22.63	33.56	S 70-44-30 W
C16	25.00	24-57-05	10.89	5.53	10.80	S 16-06-35 W
C17	50.00	260-53-44	227.67	58.65	76.10	N 45-55-05 W
C18	25.00	55-56-39	24.41	13.28	23.45	N 56-33-27 E
C19	25.00	84-18-46	36.79	22.63	33.56	N 13-34-16 W
C20	530.00	21-02-47	194.68	98.45	193.59	N 45-12-15 W
C21	25.00	86-46-47	37.88	23.65	34.36	N 78-05-15 W
C22	420.00	15-08-52	111.04	55.85	110.72	S 50-55-55 W
C23	25.00	93-37-43	40.85	26.64	36.46	S 03-27-22 E
C24	50.00	163-36-49	142.78	347.27	98.98	S 31-32-10 W
C25	25.00	93-37-43	40.85	26.64	36.46	S 66-31-43 W
C26	420.00	22-44-59	166.77	84.50	165.67	S 08-20-22 W

LINE	BEARING	DISTANCE
L1	N 51-23-51 W	104.35
L2	N 07-40-17 W	21.68
L3	N 36-03-17 E	35.75
L4	N 50-30-34 E	52.90
L5	S 45-18-43 E	113.80
L6	S 71-54-05 E	119.03
L7	N 89-50-57 E	56.30
L8	N 70-17-29 E	54.21
L9	N 50-09-02 E	54.21
L10	N 29-57-30 E	55.11
L11	N 21-47-23 E	65.00
L12	S 68-12-37 E	115.00
L13	N 21-47-23 E	25.72
L14	S 58-27-50 E	99.15
L15	N 58-30-21 E	107.35
L16	S 34-40-52 E	66.32
L17	S 28-35-07 W	184.55
L18	N 61-24-53 W	13.00
L19	N 21-47-23 E	96.63
L20	N 58-30-21 E	107.35
L21	S 34-40-52 E	13.32
L22	N 21-47-23 E	96.63
L23	S 21-47-23 W	96.63
L24	S 28-35-07 W	100.65
L25	N 28-35-07 E	70.15
L26	N 34-40-52 W	13.21
L27	S 58-30-21 W	94.31
L28	S 50-16-14 E	46.94
L29	N 66-39-25 W	46.94
L30	S 71-29-08 E	75.72
L31	N 68-02-23 E	65.39
L32	S 39-46-57 E	32.59
L33	N 28-32-14 E	31.99
L34	N 71-14-46 E	20.33
L35	S 86-32-28 E	95.65
L36	S 83-27-56 W	20.00

BONBROOK PLANTATION NORTH SECTION TEN

A SUBDIVISION OF 12.205 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS.
39 LOTS 1 RESERVE (0.917 ACRE) 3 BLOCKS

MARCH 11, 2014 JOB NO. 1406-4210-310

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

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

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

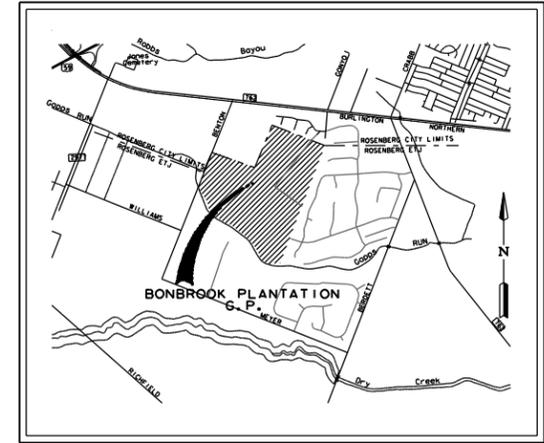
MICHAEL WANG LICENSED PROFESSIONAL ENGINEER, TEXAS REGISTRATION NO. 92053

NOTES:

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

LEGEND

PHASE BOUNDARIES



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

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

LOT DISTRIBUTION:

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

OVERALL LOT ANALYSIS

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

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

EXHIBIT "C"

A DEVELOPMENT PLAN FOR

BONBROOK PLANTATION

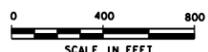
BEING 448.62 ACRES OF LAND OUT OF THE WILEY MARTIN LEAGUE, A-56
FORT BEND COUNTY, TEXAS

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

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

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

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



BONBROOK TRACT
JOB NO: 1406-4000
AUGUST 2004

PLANNING COMMISSION MEETING MINUTES

On this the 26th day of March 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 4th Street, Rosenberg, Texas 77471.

COMMISSIONERS PRESENT

Pete Pavlovsky	Planning Commission Chairperson
Lester Phipps, Jr.	Planning Commission Vice Chairperson
Wayne Poldrack	Planning Commission Secretary
Alicia Casias *arrived 6:02 p.m.	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, P.E.	City Engineer
Lora Lenzsch	City Attorney
Renée LeLaurin	Secretary II

OTHERS PRESENT

Warren Escovy	LJA Engineering, Inc. (Bonbrook Plantation)
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CALL TO ORDER

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

AGENDA

1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR PLANNING COMMISSION MEETING OF FEBRUARY 26, 2014.

Action Taken: Commissioner Parsons moved, seconded by Commissioner Urbish, to approve the minutes of the February 26, 2014 Regular Planning Commission Meeting as written. The motion carried by a unanimous vote of those present.

2. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF BONBROOK PLANTATION NORTH SECTION TEN, A SUBDIVISION OF 12.205 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS; 39 LOTS, 1 RESERVE (0.917 ACRE), 3 BLOCKS.

Executive Summary: The Final Plat of Bonbrook Plantation North Section Ten is located off of Blossom Terrace Lane in the northeast part of Bonbrook Plantation. It is located in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 155 (MUD No. 155). The Plat contains thirty-nine (39) residential lots and one (1) 0.917-acre landscape reserve.

The proposed lot size for the subdivision is predominantly sixty-five foot (65') lots in accordance with the approved Land Plan, although many lots are larger and a few (5) are slightly smaller due to being cul-de-sac lots that are less than fifty feet (50') wide as measured at the front property line. All lots are a minimum of 65' at the front building line. Overall, the lot layout is consistent with the Land Plan. It is also consistent with the Preliminary Plat, which was approved by the Planning Commission on January 22, 2014.

With the Final Plat being consistent with the approved Preliminary Plat and Land Plan, and not in conflict with any applicable regulations, staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Bonbrook Plantation North Section Ten.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Parsons inquired how many sections of Bonbrook Plantation are left to be platted.
- Mr. Tanner replied that all preliminary plats for the Bonbrook North have been submitted and there should be 2-3 more final plats.

Action Taken: Commissioner Parsons moved, seconded by Commissioner Urbish, to approve the Final Plat of Bonbrook Plantation North Section Ten, a subdivision of 12.205 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 39 lots, 1 reserve (0.917 acre), 3 blocks. The motion carried unanimously.

3. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF BONBROOK PLANTATION SOUTH SECTION FIVE, A SUBDIVISION OF 49.784 ACRES OF LAND SITUATED IN THE WILEY MARTIN LEAGUE, ABSTRACT 56, FORT BEND COUNTY, TEXAS; 115 LOTS, 7 RESERVES (18.984 ACRES), 2 BLOCKS.

Executive Summary: The Final Plat of Bonbrook Plantation South Section Five is a proposed subdivision located off of Reading Road in the southeast part of Bonbrook Plantation. It is in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County MUD No. 155. The plat contains the portion of Reading Road that connects Bonbrook Plantation to Bridlewood Estates. The latter is in accordance with the approved Land Plan for Bonbrook Plantation.

The plat consists of 115 lots and seven (7) reserves including a detention reserve ("A") containing over 14 acres. The plat consists of the following lots sizes:

- 18 x 50' lots
- 62 x 55' lots
- 35 x 65'+ lots

The proposed plat and lot layout reflects the approved Land Plan. This is the final subdivision in Bonbrook Plantation South and one of the final subdivisions in Bonbrook Plantation overall.

The Preliminary Plat of this subdivision was approved by the Planning Commission on January 22, 2014. The Final Plat is consistent with the approved Preliminary Plat and not in conflict with any applicable regulations. Staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Bonbrook Plantation South Section Five.

Key Discussion:

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

Action Taken: Commissioner Parsons moved, seconded by Commissioner Casias, to approve the Final Plat of Bonbrook Plantation South Section Five, a subdivision of 49.784 acres of land situated in the Wiley Martin League, Abstract 56, Fort Bend County, Texas; 115 lots, 7 reserves (18.984 acres), 2 blocks. The motion carried unanimously.

4. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF WALNUT CREEK SECTION TEN, A SUBDIVISION OF 9.689 ACRES CONTAINING 42 LOTS, 2 BLOCKS, 2 RESTRICTED RESERVES, OUT OF THE EUGENE WHEAT SURVEY, A-396, FORT BEND COUNTY, TEXAS.

Executive Summary: The Final Plat of Walnut Creek Section Ten is located off of Ricefield Road and Candle Oaks Lane, directly adjacent to Walnut Creek Sections Six and Eight. It is located in the City's Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 152 (MUD No. 152). The plat consists of 9.689 acres, forty-two (42) single-family residential lots, and two (2) reserves consisting of 0.32 acres.

The approved Land Plan for Walnut Creek identifies fifty-five-foot (55') lot widths for this particular area of the development. All of the proposed lots in the Plat are a minimum of 55' as measured at the front building line. Twelve (12) of the lots in the proposed subdivision are sixty feet (60') or greater in width, and five (5) lots are identified as fifty-foot (50') lots due to their width at the right-of-way.

According to the approved Land Plan, at build-out, Walnut Creek will contain a minimum of 50 percent sixty-

PLANNING COMMISSION MEETING MINUTES

On this the 22nd day of January 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 4th Street, Rosenberg, Texas 77471.

COMMISSIONERS PRESENT

Pete Pavlovsky	Planning Commission Chairperson
Wayne Poldrack	Planning Commission Secretary
Alicia Casias	Planning Commissioner
Mike Parsons	Planning Commissioner
James Urbish	Planning Commissioner

COMMISSIONERS ABSENT

Lester Phipps, Jr.	Planning Commission Vice Chairperson
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STAFF PRESENT

Cynthia McConathy	Councilor, At Large Position Two
Travis Tanner	Planning Director
Charles Kaikomey	City Engineer
Renée LeLaurin-Moore	Secretary II

GUESTS PRESENT

Taylor Gunn	Perry Homes (Reserve at Brazos Town Center)
Matt Tucker	Windrose Land Services (Our Lady of Guadalupe)
Rene R.	LJA Engineering (Bonbrook Plantation)
Geoff Freeman	Kerry R. Gilbert & Assoc. (Bonbrook and Reserve at BTC)
Carol Redd	EHRA (River Run at the Brazos)

CALL TO ORDER

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

AGENDA

1. CONSIDERATION OF AND ACTION ON MINUTES OF THE REGULAR PLANNING COMMISSION MEETING ON DECEMBER 18, 2013.

Action Taken: Commissioner Parsons moved, seconded by Commissioner Casias, to approve the minutes of the December 18, 2013 Planning Commission meeting as written. The motion carried unanimously by those present.

2. CONSIDERATION OF AND ACTION ON THE PRELIMINARY PLAT OF BONBROOK PLANTATION NORTH SECTION TEN, BEING 12.3 ACRES OF LAND CONTAINING 39 LOTS (65' X 115' TYP.) AND ONE RESERVE IN THE THREE BLOCKS OUT OF THE WILEY MARTIN LEAGUE, A-56, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.

Executive Summary: The proposed Preliminary Plat of Bonbrook Plantation North Section Ten is located off of Blossom Terrace Lane in the northeast part of the overall Bonbrook Plantation Development. It is in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County MUD No. 155. The Plat contains approximately 12.3 acres and thirty-nine (39) single-family residential lots. There is also one (1) landscape reserve consisting of 0.92 acres and containing an existing pipeline easement.

The typical lot size for the subdivision is 65 feet in width. Each lot is a minimum of 65 feet in width at the front building line. In the lot summary table, some lots (5) are noted as being less than 65-foot lots due to being less than 50 feet at the right-of-way. The subdivision is in compliance with the approved Land Plan for Bonbrook Plantation. Per previous requests, the applicant also provided the number of lots in Bonbrook Plantation North (617) and the percentage of lots 60 feet or greater in width (53%) and less than 60 feet in width (47%).

The proposed Preliminary Plat is not in conflict with any applicable regulations or with the approved Land Plan for Bonbrook Plantation. That being said, staff recommends approval of the Preliminary Plat of Bonbrook Plantation North Section Ten.

Key Discussion:

- Mr. Tanner reviewed the Executive Summary.
- Chairperson Pavlovsky inquired how much of the development would be left to plat after tonight.
- Mr. Tanner replied that he believes there is a small section yet to be platted on the north side but that should be the last to be platted.

Action Taken: Commissioner Parsons moved, seconded by Commissioner Poldrack, to approve the Preliminary Plat of Bonbrook Plantation North Section Ten, being 12.3 acres of land containing 39 lots (65' x 115' typ.) and one reserve in the three blocks out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously by those present.

3. CONSIDERATION OF AND ACTION ON THE PRELIMINARY PLAT OF BONBROOK PLANTATION NORTH SECTION ELEVEN, BEING 8.9 ACRES OF LAND CONTAINING 35 LOTS (65' X 115' TYP.) IN THREE BLOCKS OUT OF THE WILEY MARTIN LEAGUE, A-56, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.

Executive Summary: The proposed Preliminary Plat of Bonbrook Plantation North Section Eleven is located off of Blossom Terrace Lane in the northeast part of the overall Bonbrook Plantation Development. It is in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County MUD No. 155. The Plat contains approximately 8.9 acres and thirty-five (35) single-family residential lots.

The typical lot size for the subdivision is 65 feet in width. Each lot is a minimum of 65 feet in width at the front building line. In the lot summary table, some lots (3) are noted as being less than 65-foot lots due to being less than 50 feet at the right-of-way. The subdivision is in compliance with the approved Land Plan for Bonbrook Plantation. As discussed in the previous Agenda item, the applicant provided the number of lots in Bonbrook Plantation North (617) and the percentage of lots 60 feet or greater in width (53%) and less than 60 feet in width (47%).

The proposed Preliminary Plat is not in conflict with any applicable regulations or with the approved Land Plan for Bonbrook Plantation. That being said, staff recommends approval of the Preliminary Plat of Bonbrook Plantation North Section Eleven.

Key Discussion:

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

Action Taken: Commissioner Parsons moved, seconded by Commissioner Poldrack, to approve the Preliminary Plat of Bonbrook Plantation North Section Eleven, being 8.9 acres of land containing 35 lots (65' x 115' typ.) in three blocks out of the Wiley Martin League, A-56, City of Rosenberg, Fort Bend County, Texas. The motion carried unanimously by those present.

4. CONSIDERATION OF AND ACTION ON THE PRELIMINARY PLAT OF BONBROOK PLANTATION NORTH SECTION TWELVE, BEING 8.5 ACRES OF LAND CONTAINING 34 LOTS (65' X 115' TYP.) IN TWO BLOCKS OUT OF THE WILEY MARTIN LEAGUE, A-56, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS.

Executive Summary: The proposed Preliminary Plat of Bonbrook Plantation North Section Twelve is located off



CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
D	Quarterly Review of the City's Financial Report and Investment Report
ITEM/MOTION	
Consideration of and action on Quarterly Financial Report and Quarterly Investment Report for quarter ending March 31, 2014.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. Vasut Memorandum – 04-22-14
2. Quarterly Investment Report

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Overall, the financial status of the City is stable. Most funds have positive variances when compared to budget and prior year actuals. The largest revenues of sales tax and property tax are positive when compared to budget and expenses which are within the 50% benchmark for the second quarter of FY2014.

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 second quarter of Fiscal Year 2014.

I N T E R

O F F I C E

MEMO

To: Robert Gracia, City Manager
From: Joyce Vasut, Executive Director of Administrative Services 
Subject: Quarterly Financial Statements as of March 31, 2014
Date: May 27, 2014

The Finance Department has reviewed revenues and expenditures through March 31, 2014. The totals for the first half of the fiscal year have been compared against the FY2014 operating budget and the FY2013 actual amounts as of the same time last year for all significant funds.

Overall, the financial status of the City is in a stable position at this time, with most funds showing positive variances when compared to budget and prior year actual. The largest revenue of sales tax is positive when compared to budget and the majority of expenses are within the 50% benchmark for the first half of the fiscal year.

General Fund

Property Taxes: Property taxes were due by January 31, 2014. As of March 31, 2014, the City has received 105% of the budgeted amount. An increase of 12% from the actual amount collected at March 31, 2013.

Sales Taxes: Sales tax collections are at 56% of budget, which is 6% higher than the expected budgeted amount of 50%, Sales tax revenues show a slight increase of 17% from the amount collected at the same time last year.

Franchise Taxes: Franchise Taxes are collected quarterly, with the exception of electricity franchise which is collected monthly, and are at 52% of budget which is 2% higher than the budgeted amount.

Permit Fees: Permit and Licenses are at 63% of budget, an increase of 13% higher from the budgeted amount for FY2014 and a 22% increase from the actual amount collected for the first half of FY2013.

Fines/Forfeitures: Fines and Forfeitures are at 47% of budget, which is 3% below the benchmark of 50% of budget. As well as a 17% decrease from the actual amount collected for the first half of FY2013.

Total Revenues: Total revenues year to date are at 64% of budget, total revenues are 13% greater than at this time last year. Since revenues as a whole are budgeted at \$1,755,730 more than last year, it is very positive that the percentage of budget is also higher.

Expenditures: Total expenditures to date are at 42% of the budget. All departments are within the 50% benchmark.

Overall, the General Fund is in a net positive position year-to-date with total revenues at \$14,109,699 and total expenditures at \$9,893,052.

Hotel/Motel Fund

Hotel/Motel Taxes: These taxes are collected on a monthly basis and are at 54% of budget which is 4% higher than the expected budgeted amount. Hotel/Motel Tax Revenues were budgeted with an increase of \$100,000 over last year's revenues. Hotel/Motel tax revenues show an increase of 16% when compared to the actual amount collected at the same time last year.

Expenditures: Currently expenditures are at 41% of budget which is 9% under the 50% benchmark.

Rosenberg Development Corporation

Sales Taxes: Sales tax collections through March 31, 2014 are at 57% of budget, which is a positive variance of 7% increase over the 50% benchmark.

Expenses: Total expenditures to date are at 73% of budget which is 23% over the 50% benchmark. This is due to Dues, Subscriptions, and Memberships that are due during the first half of the year. Such dues include payments to West Fort Bend Management, Greater Fort Bend Economic Development, and Central Fort Bend Chamber Alliance. Also included in the expenditures is the transfer from the Rosenberg Development Corporation to the RDC Projects Fund for funding of projects, which is currently at 95% of budget.

Debt Service Fund

Property Tax Revenues were due on January 31, 2014, and are at 96% as of March 31, 2014. Tax revenues show a slight decrease of 2% over last year's actual amount collected.

Debt Service expenses are at 86% of budget and this is due to the majority of payments for general obligation debt being due at the beginning of the calendar year. Interest only payments are due later this fiscal year.

Water/Wastewater Fund

W/WW Revenue: Current revenue is at 52% of budget for the first half of the fiscal year, which is a slight increase of 2% when compared to the amount collected at the same time last year. Water and Sewer Tap revenues continue to increase and are above the 50% benchmark. Water taps are at 96% and sewer taps are at 92% of budget. Connect fees also show a positive variance and are at 93% of budget.

Expenses: Total operating expenses year to date are at 45% of budget, which is 5% under the benchmark of 50%.

Overall, the Water/Wastewater fund is meeting expectations at this time and is on track to meet the budget for both the revenues and expenses.

If you have any questions about this analysis or need additional information, please let me know.

**CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES- BUDGET TO ACTUAL
GENERAL FUND
FISCAL YEAR 2014 - 2nd Qtr**

	GENERAL FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 50%
REVENUES:			
PROPERTY TAXES	4,160,200	4,369,691	105%
SALES TAXES	10,361,274	5,849,266	56%
FRANCHISE AND OTHER TAXES	1,672,500	863,497	52%
LICENSES AND PERMITS	498,091	315,944	63%
FINES AND FORFEITURES	559,600	262,321	47%
INTERGOVERNMENTAL	981,615	257,089	26%
CHARGES FOR SERVICE	3,571,601	2,070,753	58%
INVESTMENT EARNINGS	5,000	1,300	26%
OTHER	178,119	119,838	67%
TOTAL REVENUE	\$ 21,988,000	\$ 14,109,699	64%

EXPENDITURES:

GENERAL GOVERNMENT			
MAYOR AND CITY COUNCIL	44,122	16,475	37%
CITY MANAGER	1,011,016	441,633	44%
CITY SECRETARY	217,706	88,773	41%
FINANCE	520,487	253,668	49%
MUNICIPAL COURT	366,728	137,781	38%
LEGAL	205,000	63,303	31%
GENERAL GOVERNMENT	1,077,662	482,419	45%
TOTAL GENERAL GOVERNMENT	3,442,721	1,484,052	43%
PUBLIC SAFETY			
POLICE	7,385,133	3,338,013	45%
EMERGENCY MANAGEMENT	12,345	194	2%
ANIMAL CONTROL	204,055	87,309	43%
SCHOOL OFFICERS & CROSSING GUARDS	970,642	453,617	47%
FIRE AND FIRE MARSHAL	3,699,302	1,690,892	46%
TOTAL PUBLIC SAFETY	12,271,477	5,570,024	45%
PUBLIC WORKS			
STREETS AND DRAINAGE	3,923,546	1,580,223	40%
STREET LIGHTING AND SIGNALS	438,000	178,253	41%
FLEET MAINTENANCE	295,068	136,489	46%
TOTAL PUBLIC WORKS	4,656,614	1,894,965	41%
COMMUNITY DEVELOPMENT			
PLANNING ADMINISTRATION	234,102	105,925	45%
ENGINEERING	165,980	72,599	44%
CODE ENFORCEMENT	540,307	225,808	42%
HEALTH	118,268	36,853	31%
COMMUNICATIONS	111,399	43,676	39%
PARKS AND RECREATION	978,773	457,146	47%
TOTAL COMMUNITY DEVELOPMENT	2,148,829	942,007	44%
CAPITAL OUTLAY	779,067	2,004	0%
TOTAL EXPENDITURES	\$ 23,298,708	\$ 9,893,052	42%

EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES			
	(1,310,708)	4,216,646	
OTHER FINANCING SOURCES (USES)			
TRANSFER IN	1,575,236	784,515	50%
TRANSFER OUT	(752,293)	(376,147)	50%
GAIN ON SALE OF ASSETS	5,000	11,823	236%
TOTAL OTHER FINANCING SOURCES (USES)	827,943	420,191	
NET CHANGE IN FUND BALANCE	(482,765)	4,636,838	
FUND BALANCES, BEGINNING	6,401,991	6,779,610	
FUND BALANCES, ENDING	5,919,226	11,416,448	

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES- BUDGET TO ACTUAL
HOTEL/ MOTEL FUND
FISCAL YEAR 2014 - 2nd Qtr

	HOTEL/ MOTEL FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 50%
REVENUES:			
HOTEL OCCUPANCY TAX	500,000	271,971	54%
INVESTMENT EARNINGS	1,100	234	21%
OTHER REVENUE	32,000	18,330	57%
TOTAL REVENUE	\$ 533,100	\$ 290,535	54%

EXPENDITURES:

COMMUNITY DEVELOPMENT			
PERSONAL SERVICES	68,488	28,699	42%
SUPPLIES	3,250	892	27%
CONTRACTUAL SERVICES	167,600	44,849	27%
TRANSFER OUT	256,208	128,104	50%
TOTAL EXPENDITURES	\$ 495,546	\$ 202,544	41%

EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	37,554	87,991	
NET CHANGE IN FUND BALANCE	37,554	87,991	
FUND BALANCES, BEGINNING	1,163,103	1,083,687	
FUND BALANCES, ENDING	1,200,657	1,171,678	

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES- BUDGET TO ACTUAL
RDC FUND
FISCAL YEAR 2014 - 2nd Qtr

	RDC FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 50%
REVENUES:			
SALES AND USE TAXES	3,445,200	1,951,247	57%
INVESTMENT EARNINGS	5,000	2,303	46%
TOTAL REVENUE	\$ 3,450,200	\$ 1,953,551	57%

EXPENDITURES:

COMMUNITY DEVELOPMENT			
ADMINISTRATION	255,451	124,121	49%
MARKETING	118,142	81,415	69%
STRATEGIC PLANNING	40,000	40,000	100%
PROFESSIONAL SERVICES	20,000	6,272	31%
INFRASTRUCTURE	500,000	-	0%
PRINCIPAL & INTEREST	999,394	499,697	50%
TRANSFER TO OTHER FUNDS	2,958,539	2,796,219	95%
TOTAL EXPENDITURES	\$ 4,891,526	\$ 3,547,724	73%

EXCESS (DEFICIENCY) OF REVENUES			
OVER (UNDER) EXPENDITURES	(1,441,326)	(1,594,174)	
NET CHANGE IN FUND BALANCE	(1,441,326)	(1,594,174)	
FUND BALANCES, BEGINNING *	4,650,911	3,489,342	
FUND BALANCES, ENDING	3,209,585	1,895,168	

* Working Capital Basis is used to calculate fund balance.

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES- BUDGET TO ACTUAL
DEBT SERVICE FUND
FISCAL YEAR 2014 - 2nd Qtr

	DEBT SERVICE FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 50%
REVENUES:			
CURRENT TAXES	3,935,817	3,777,286	96%
DELINQUENT TAXES	30,000	35,622	119%
PENALTY AND INTEREST	40,000	17,351	43%
INTEREST EARNINGS	6,000	1,012	17%
TRANSFERS FROM OTHER FUNDS	2,986,720	1,493,360	50%
TOTAL REVENUE	\$ 6,998,537	\$ 5,324,631	76%

EXPENDITURES:

PRINCIPAL RETIREMENT	4,903,510	4,897,199	100%
INTEREST RETIREMENT	2,028,828	1,061,395	52%
FISCAL AGENT FEES	25,000	12,250	49%
TOTAL EXPENDITURES	\$ 6,957,338	\$ 5,970,844	86%

EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	41,199	(646,213)	
NET CHANGE IN FUND BALANCE	41,199	(646,213)	
FUND BALANCES, BEGINNING	5,079,063	5,170,780	
FUND BALANCES, ENDING	5,120,262	4,524,567	

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENSES- BUDGET TO ACTUAL
WATER WASTEWATER FUND
FISCAL YEAR 2014 - 2nd Qtr

	WATER/WASTEWATER FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 50%
REVENUES:			
WATER SALES	4,020,000	2,082,653	52%
WASTEWATER SALES	3,920,000	2,004,090	51%
WATER TAP FEES	80,000	76,985	96%
SEWER TAP FEES	80,000	73,760	92%
RECONNECT FEES	40,000	25,539	64%
CONNECT FEES	25,000	23,320	93%
PENALTY FEES	170,000	92,127	54%
RECLAIMED WATER SOURCE	15,000	-	0%
BACKFLOW PERMIT REVENUE	1,500	1,150	77%
RETURNED CHECK FEES	5,000	3,000	60%
INTEREST EARNINGS	7,000	1,180	17%
PROPERTY LEASE	80,000	48,986	61%
OTHER REVENUE	5,000	(33)	-1%
TOTAL REVENUE	\$ 8,448,500	\$ 4,432,756	52%
TRANSFERS FROM OTHER FUNDS	75,398	37,699	50%
TOTAL REVENUES AND TRANSFERS	\$ 8,523,898	\$ 4,470,455	52%
EXPENSES:			
DEPARTMENT			
CUSTOMER SERVICE	395,835	183,599	46%
WATER/WASTEWATER ADMINISTRATION	248,791	95,455	38%
WATER PRODUCTION	544,861	212,904	39%
WATER DISTRIBUTION	829,956	427,916	52%
WASTEWATER COLLECTION	620,956	277,609	45%
WASTEWATER TREATMENT	1,179,177	363,296	31%
RECLAIMED WATER	27,100	687	3%
TOTAL DEPARTMENT EXPENSES	3,846,675	1,561,466	41%
OTHER EXPENSES			
HEALTH INSURANCE FEE	6,000	3,000	50%
INFORMATION SERVICES FEE	118,485	59,243	50%
BAD DEBT EXPENSES	26,897	-	0%
PERFORMANCE ASSURANCE SERVICES	35,988	35,988	100%
TOTAL OTHER EXPENSES	187,370	98,231	52%
TRANSFERS			
TRANSFER TO GENERAL FUND	1,484,056	742,028	50%
TRANSFER TO CDBG	69,900	69,900	100%
TRANSFER TO DEBT SERVICE FUND	1,923,503	961,752	50%
TRANSFER TO CO 2014	529,400	-	0%
TRANSFER TO W/WW SUPPLEMENTAL	96,500	96,500	100%
TRANSFER TO GRP PROJECTS FUND	200,000	200,000	100%
TOTAL TRANSFERS	4,303,359	2,070,180	48%
TOTAL OPERATING EXPENSES	\$ 8,337,404	\$ 3,729,876	45%
NET OPERATING REVENUE	\$ 111,096	\$ 702,880	633%
CAPITAL OUTLAY	-	-	0%
DEBT SERVICE	778,978	379,611	49%
TOTAL EXPENSES	\$ 9,116,382	\$ 4,109,487	45%
EXCESS (DEFICIENCY) OF REVENUES			
OVER (UNDER) EXPENSES	(592,484)	360,969	
FUND BALANCES, BEGINNING *	4,559,773	5,167,794	
FUND BALANCES, ENDING	3,967,289	5,528,763	

* Working Capital Basis is used to calculate fund balance.

**CITY OF ROSENBERG, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED MARCH 31, 2014**

The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the City of Rosenberg, Texas and the Public Funds Investment Act of the State of Texas.



Investment Officer: _____
Joyce Vasut, Finance Director

Date: 5/28/2014

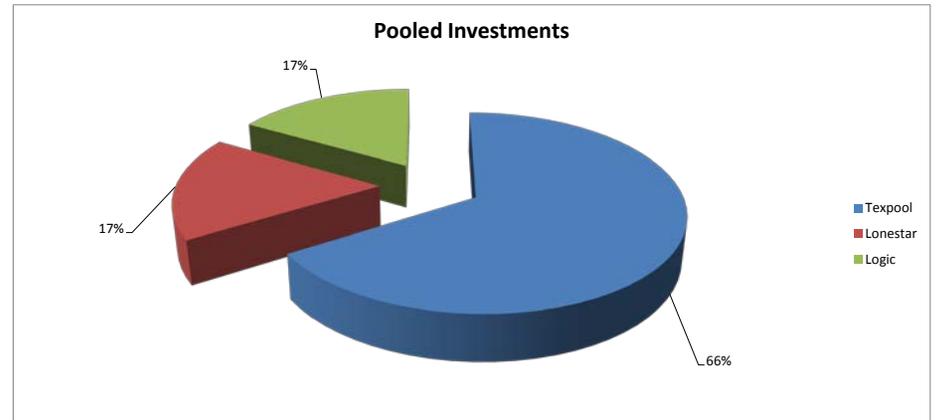
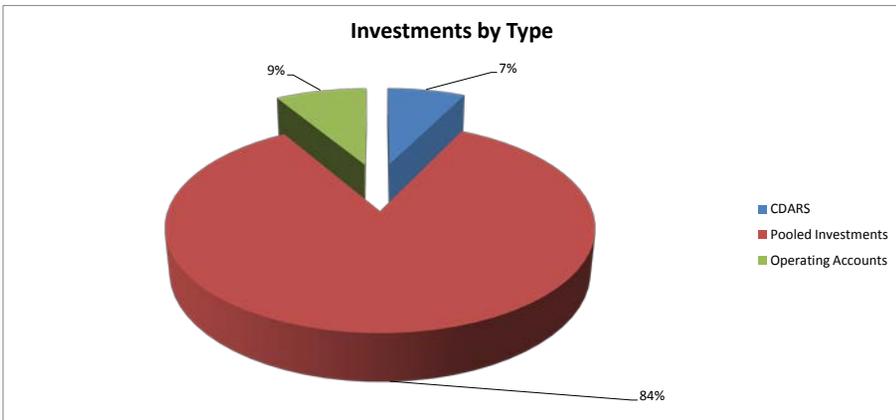
**CITY OF ROSENBERG, TEXAS
 QUARTERLY INVESTMENT REPORT
 AS OF MARCH 31, 2014**

Balance Comparison by Quarter

INVESTMENT BALANCES BY TYPE	Book Value 6/30/2013	Book Value 9/30/2013	Book Value 12/31/2013	Book Value 3/31/2014
CDARS	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	4,004,992
TEXPOOL	29,245,454	29,572,503	24,427,860	30,576,574
LOGIC	13,160,861	8,507,025	8,509,336	7,680,634
LONESTAR	8,704,591	7,955,736	9,957,042	7,957,690
AMEGY BANK - OPERATING ACCOUNT	978,321	869,087	1,770,041	4,698,722
TOTAL CASH AND INVESTMENTS	\$ 54,089,227	\$ 48,904,351	\$ 46,664,279	\$ 54,918,612

**CITY OF ROSENBERG, TEXAS
INVESTMENTS OUTSTANDING AS OF MARCH 31, 2014**

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	12/31/2013		Quarterly Activity			3/31/2014		Unrealized Gain/Loss
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Value	
CERTIFICATES OF DEPOSIT														
9/12/2013	CDARS	09/11/14	364	2,000,000	2,000,000	0.27%	2,004,992	2,004,992				2,004,992	2,004,992	
1/9/2014	CDARS	01/08/15	364	2,000,000	2,000,000	0.25%	-	-	2,000,000			2,000,000	2,000,000	
							\$ 2,004,992	\$ 2,004,992	2,000,000	-	-	\$ 4,004,992	\$ 4,004,992	
								4%					7%	OF TOTAL
N/A	Texpool - Consolidated Cash	N/A	N/A		30,576,574	0.03%	24,427,860	24,427,860	7,180,423	(1,033,571)	1,861	30,576,574	30,576,574	-
							24,427,860	24,427,860	7,180,423	(1,033,571)	1,861	30,576,574	30,576,574	
								57%					66%	OF POOLS
N/A	LONESTAR - General Fund Liquidity Plus	N/A	N/A		2,188,267	0.04%	2,188,092	2,188,393			176	2,188,267	2,188,648	380
N/A	LONESTAR - CO Series 2013	N/A	N/A		5,769,423	0.04%	7,768,950	7,770,018		(2,000,000)	472	5,769,423	5,770,425	1,002
							9,957,042	9,958,411	-	(2,000,000)	648	7,957,690	7,959,072	1,382
								23%					17%	OF POOLS
N/A	Logic - Consolidated Cash	N/A	N/A		3,953,291	0.09%	3,952,445	3,952,445			845	3,953,291	3,953,291	-
N/A	Logic - 2009 General Obligation	N/A	N/A		1,569,958	0.09%	-	-	1,569,802		156	1,569,958	1,569,958	-
N/A	Logic - CO 2010B	N/A	N/A		712,965	0.09%	912,810	912,810		(200,000)	155	712,965	712,965	
N/A	Logic - Series 2012 Bonds	N/A	N/A		1,444,420	0.09%	3,644,081	3,644,081		(2,200,000)	339	1,444,420	1,444,420	
							8,509,336	8,509,336	1,569,802	(2,400,000)	1,496	7,680,634	7,680,634	
								20%					17%	OF POOLS
TOTAL POOLED INVESTMENTS							42,894,239	42,895,607	8,750,225	(5,433,571)	4,005	46,214,898	46,216,280	
								92%					84%	OF TOTAL
CITY DEPOSITORY- Amegy Bank														
N/A	Consolidated Cash	N/A	N/A		4,698,722	0.00%	1,770,041	1,770,041	19,371,551	(16,442,871)	-	4,698,722	4,698,722	
							1,770,041	1,770,041	19,371,551	(16,442,871)	-	4,698,722	4,698,722	
								4%					9%	OF TOTAL
TOTAL PORTFOLIO					\$ 51,343,662	0.05%	46,669,272	46,670,641	30,121,776	(21,876,442)	4,005	54,918,612	54,919,994	1,382





CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
2	Resolution No. R-1798 - Engineering Services Proposal

ITEM/MOTION

Consideration of and action on Resolution No. R-1798, a Resolution authorizing the City Manager to execute an Engineering Services Proposal for Permit of Storm Water Management Program, by and between the City and Jones and Carter, Inc., in the amount of \$45,000.00.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

410-0000-550-4390

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1798

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 Texas Commission on Environmental Quality (TCEQ) issued a new general storm water permit in December 2013. Under the permit, the City of Rosenberg is required to create and submit a new Storm Water Management Program (SWMP) and Notice of Intent to TCEQ. The SWMP is a five (5) year program which is required to be administered annually for the five (5) year term. The City Engineer has been responsible for the SWMP development, administration, reporting and compliance oversight since its inception. The Engineering Services Proposal under consideration, attached to Resolution No. R-1798 as Exhibit "A", will formalize these responsibilities and the associated fees for each of the next five (5) years.

Staff recommends approval of Resolution No. R-1798, authorizing the City Manager to execute an Engineering Services Proposal for Permit of Storm Water Management Program, in the total amount of \$45,000.00 over the five (5) year permit term.

RESOLUTION NO. R-1798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGINEERING SERVICES PROPOSAL FOR PERMIT OF STORM WATER MANAGEMENT PROGRAM, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND JONES AND CARTER, INC., IN THE AMOUNT OF \$45,000.00.

* * * * *

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 Permit of Storm Water Management Program, by and between the City of Rosenberg, Texas, and Jones and Carter, Inc., in the amount of \$45,000.00.

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 _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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



6415 Reading Road
Rosenberg, Texas 77471-5655

TEL 281 342 2033
FAX 281 232 9909

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

February 19, 2014

Texas Board of Professional Engineers Registration No. F-439

Mr. Robert Gracia
City Manager
City of Rosenberg
P.O. Box 32
Rosenberg, Texas 77471

Re: Professional Engineering Services Proposal for
Permit of Storm Water Management Program
TPDES General Permit No. TXR040000

Dear Mr. Gracia:

We are pleased to present our proposal for Professional Engineering Services in connection with the above-referenced project.

PROJECT UNDERSTANDING

The Texas Commission on Environmental Quality (TCEQ) released the Small Municipal Separate Storm Sewer System (MS4) General Permit No. TXR040000 for Phase II MS4's on December 13, 2013. Based on the requirements stated in the new general permit, the City of Rosenberg (the City) will remain a MS4. The City will be required to create and submit a new Storm Water Management Program (SWMP) and Notice of Intent (NOI) to the TCEQ by **June 11, 2014**. This SWMP will be a 5 year comprehensive program which will need to be administered annually, as performed in years past. Administration will occur following the approval of the SWMP from the TCEQ.

SCOPE OF SERVICES

Jones & Carter, Inc. (J&C) proposes to accomplish the work as follows, in accordance with the General Conditions of Agreement.

- Develop a new Storm Water Management Program (SWMP) based on the needs of the City, while adhering to the requirements stated in the new General Permit No. TXR040000.
- Coordinate with appropriate city staff and present "best management practice (BMP)" alternatives to be implemented in the new SWMP.
- Define specific goals and objectives of the program.
- Prepare a draft SWMP for the City to review and comment.
- Adhere to the public notice process in accordance with the requirements stated in the new General Permit No. TXR040000.
- Finalize the SWMP and submit all necessary paperwork to the TCEQ.
- Correspondence with the TCEQ, as necessary.

Mr. Robert Gracia

Page 2

February 19, 2014

Attached with this proposal are the requirements that will be developed in the City of Rosenberg SWMP.

PROPOSED FEE

We propose to perform the above services on a lump sum basis in accordance with the General Conditions of Agreement. After approval by the City of Rosenberg, J&C will begin working on the new SWMP in order to meet the June 11, 2014 deadline. The total lump sum fee for the creation of a new SWMP is \$10,000.00.

SPECIAL CONSIDERATIONS

Once the SWMP is approved by the TCEQ, the City will be required to administer the program on an annual basis. As an additional service to this contract, J&C is able to provide administration services for the MS4 program, including the preparation and submittal of the annual report. The lump sum fee to administer the program and create the annual report for Permit Year 1 is \$5,000. This amount has been adjusted due to the fact that administration during Permit Year 1 will only be for 6 months, after the TCEQ has approved the SWMP. We anticipate administration services for Permit Year 1 to be performed from June 11, 2014 through December 13, 2014. Administration services can continue on an annual basis for preceding years for a lump sum amount of \$10,000.

In summary, the proposed lump sum fees for administration of the program are as follows:

- Permit Year 1 – Administration (June 11, 2014 – December 13, 2014) - \$ 5,000
- Permit Year 2 – Administration (December 13, 2014 – December 13, 2015) – \$10,000
- Permit Year 3 – Administration (December 13, 2015 – December 13, 2016) – \$10,000
- Permit Year 4 – Administration (December 13, 2016 – December 13, 2017) – \$10,000
- Permit Year 5 – Administration (December 13, 2017 – December 13, 2018) – \$10,000

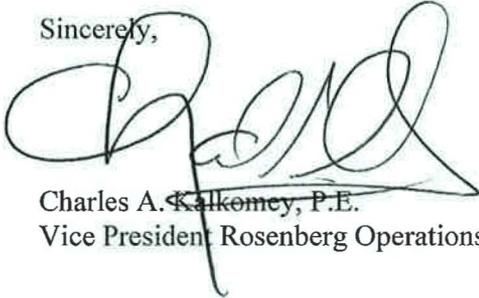
Reimbursable expenses under this contract will include items such as reproduction costs, delivery charges, etc., and will be charged based on actual usage in accordance with the attached Schedule of Reimbursable Expenses. The cost of the reimbursable expenses is estimated to be less than \$500 per year.

Mr. Robert Gracia

Page 3

February 19, 2014

Should you find our proposal acceptable, please indicate your approval by signing in the space below. Please return one copy for our file. Receipt of an executed copy of this proposal will serve as our notice to proceed with this assignment. We appreciate the opportunity to present our proposal and look forward to working with the City on this project.

Sincerely,

Charles A. Kalkomey, P.E.
Vice President Rosenberg Operations

JCJ/mpg:lkh

E:\Engineering\Proposals\ROSENBERG\Gracia New Storm Water Management Program 2014.doc

Attachments

APPROVED BY: City of Rosenberg

Signature

Name and Title (Printed)

Date

GENERAL CONDITIONS OF AGREEMENT
JONES & CARTER, INC.

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (J&C), to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by J&C under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by J&C.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay J&C for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by J&C on a monthly basis and the full amount shall be due and payable to J&C upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify J&C in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by J&C more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, opinions of probable construction cost, specifications, field notes, and data provided or furnished by J&C pursuant to this AGREEMENT are instruments of service in respect to the Project and J&C shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by J&C for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to J&C, and the CLIENT shall indemnify and hold harmless J&C from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

COST ESTIMATES

Cost estimates prepared by the engineer represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that the engineer has no control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, the engineer cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

INSURANCE

J&C agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

J&C agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that J&C shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent engineer in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit J&C's liability arising from J&C's professional acts, errors or omissions, such that the total aggregate liability of J&C shall not exceed J&C's total fee for the services rendered on this project.

INDEMNIFICATION

J&C agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by J&C's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom J&C is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold J&C harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

J&C is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to J&C and J&C shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or J&C employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of J&C's services either by the CLIENT or by J&C, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to J&C for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with J&C's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and J&C each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor J&C shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and J&C.

SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and J&C, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 2014

Subject to Annual Revision in January 2015

1. Reproduction performed in office

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½" x 11" (single-sided)	\$0.05/page	\$.50/page
8½" x 11" (double-sided)	\$0.15/page	\$ 1.00/page
8½" x 14"	\$0.15/page	\$.75/page
11" x 17"	\$0.20/page	\$ 1.00/page

<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Translucent Bond	\$0.30/sq ft	\$ 4.00/sq ft
Color Bond	\$0.35/sq ft	\$ 5.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 8.00/sq ft
Vellum	\$1.00/sq ft	N/A
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

- | | | |
|----|---|--|
| 2. | Facsimiles sent: | \$1.00/each |
| 3. | Transportation (mileage): | \$0.55/mile |
| 4. | Audio/Video Conferencing | |
| | a. Audio Conferencing | \$0.15/minute/person |
| | b. Video Conferencing | \$0.50/minute/person |
| | c. Audio/Video Conferencing | \$0.65/minute/person |
| 5. | Subcontracts and all other outside expenses and fees: Actual cost plus 10% service charge | |
| 6. | Surveying Expenses | |
| | a. | Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment |
| | b. | Special Rental Equipment: Actual cost plus 10% |
| | c. | Stakes: Cost plus 10% service charge where an excessive number of wooden stakes or any special stakes are required |
| | d. | Iron Rods and Pipes: Cost plus 10% |
| | e. | All-Terrain Vehicle (ATV): \$150/day |
| | f. | Overnight Stays: \$190/night |
| | g. | Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate |
| | h. | Sales Tax: To be paid on boundary-related services. |
| | i. | Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost plus 10% |



CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
3	Resolution No. R-1797 - Application for MS4 Storm Water Permit
ITEM/MOTION	
Consideration of and action on Resolution No. R-1797, a Resolution authorizing the Mayor to execute and submit, for and on behalf of the City, an application to the Texas Commission on Environmental Quality (TCEQ) for the Municipal Separate Storm Sewer System (MS4) General Permit No. 040000.	
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-1797

APPROVALS

Submitted by:

Charles Kalkomey, P.E.
City Engineer

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Texas Commission on Environmental Quality (TCEQ) issued a new Texas Pollutant Discharge Elimination System (TPDES) - General Permit No. 040000 on December 13, 2013. The permit authorizes the discharge of storm water from Municipal Separate Storm Sewer System's (MS4) to surface waters in the State of Texas. The City of Rosenberg is considered an MS4 and is required to create and submit a new Storm Water Management Program (SWMP) and Notice of Intent (NOI) to the TCEQ by June 11, 2014. This SWMP will be a five (5) year comprehensive program which will need to be administered annually, as was the previous permit. The purpose of the MS4 Storm Water Permit is to implement Best Management Practices (BMP's) consisting of schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters. This also includes establishing storm water treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks and other sources of potential runoff or contamination of the waters.

Staff recommends approval of Resolution No. R-1797 authorizing the Mayor to execute and submit an application to the TCEQ for the MS4 Storm Water Permit.

RESOLUTION NO. R-1797

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT NO. 040000.

* * * * *

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 and submit an application to the Texas Commission on Environmental Quality (TCEQ) for the Municipal Separate Storm Sewer System (MS4) General Permit No. 040000.

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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



CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
4	Resolution No. R-1796 – Gulf Coast State Planning Region Mutual Aid Agreement

ITEM/MOTION

Consideration of and action on Resolution No. R-1796, a Resolution authorizing the Mayor to execute, for and on behalf of the City, a Mutual Aid Agreement for personnel, equipment and other resources, by and between the City and the Gulf Coast State Planning Region of the Houston-Galveston Area Council (H-GAC), for the term beginning when approved through December 31, and renewing automatically for one (1) year on each anniversary thereafter.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

MUD #: N/A

- Resolution No. R-1796

APPROVALS

Submitted by:


Dallis Warren
Interim Police Chief

Reviewed by:

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

Approved for Submittal to City Council:


Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Houston-Galveston Area Council (H-GAC) has updated its regional Mutual Aid Agreement (Agreement) and made it available to all political subdivisions in the region. In the past, this Agreement was for County use only.

The new Agreement better addresses reimbursement issues raised by the Federal Emergency Management Agency (FEMA). It provides financial protection to both the requesting and responding jurisdictions during a major disaster, while still allowing for day-to-day “neighborly” mutual aid. Additionally, this Regional MAA document allows political subdivisions, other than just counties, to participate. Other political subdivisions do not have to be formal members of H-GAC to participate.

Staff recommends approval of Resolution No. R-1796 authorizing the approval of a Mutual Aid Agreement for personnel, equipment and other resources.

RESOLUTION NO. R-1796

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 MUTUAL AID AGREEMENT FOR PERSONNEL, EQUIPMENT AND OTHER RESOURCES, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND THE GULF COAST STATE PLANNING REGION OF THE HOUSTON-GALVESTON AREA COUNCIL, FOR THE TERM BEGINNING WHEN APPROVED THROUGH DECEMBER 31, AND RENEWING AUTOMATICALLY FOR ONE (1) YEAR ON EACH ANNIVERSARY THEREAFTER.

* * * * *

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

Section 1. The Mayor is hereby authorized to execute a Mutual Aid Agreement (“Agreement”) for personnel, equipment and other resources, by and between the City and the Gulf Coast State Planning Region of the Houston-Galveston Area Council for the term beginning when approved through December 31, and renewing automatically on each anniversary thereafter. A copy of such Agreement is attached hereto as Exhibit “A” and made a part hereof for all purposes.

PASSED AND APPROVED the _____ day of _____ 2014.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

GULF COAST STATE PLANNING REGION MUTUAL AID AGREEMENT

State of Texas §
County of _____ §

This Mutual Aid Agreement (the "Agreement") is entered into by, between, and among local government entities wholly or partially within the Gulf Coast State Planning Region (the "Region"), as defined in the By-Laws of the Houston-Galveston Area Council, that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (individually, a "Party", and collectively, the "Parties").

WHEREAS, the Parties recognize the vulnerability of the people and communities located in the Region to damage, injury, and loss of life and property resulting from Emergencies and recognize that Emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and,

WHEREAS, the Parties to this Agreement recognize that in the past Mutual Aid has been provided between or among the Parties in the form of personnel, equipment, and other resources during Emergencies and to help with recovery; and,

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid and protection of life and property in the event of an Emergency; and,

WHEREAS, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with Emergencies and are so authorized and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act), Chapter 418 of the Texas Government Code (Texas Disaster Act of 1975), Chapter 421 of the Texas Government Code (Homeland Security), and Chapter 362 of the Local Government Code; and,

WHEREAS, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, provide that adequate equipment is available, and help ensure that Mutual Aid is accomplished in the minimum time possible and desire to enter into this Agreement to provide Mutual Aid consistent with the mutual aid plans developed by the respective jurisdictions and approved by the governing bodies of the jurisdictions.

NOW, THEREFORE, the Parties agree as follows:

Terms

1. RECITALS

The recitals set forth above are true and correct.

2. DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings:

- a. Agreement – this Gulf Coast State Planning Region Mutual Aid Agreement.
- b. Emergency – Any incident, whether natural or human-caused, that requires responsive action to protect life and property.
- c. Mutual Aid – a homeland security activity, such as an activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency and also includes personnel, equipment, and other resources.
- d. NIMS – the National Incident Management System.
- e. The Plan – The Regional Catastrophic Coordinating Plan (RCCP), adopted by the Board of Directors of the Houston-Galveston Area Council on December 21, 2010, as amended. The RCCP outlines the coordinating of emergency management resources during emergencies involving multiple jurisdictions.
- f. Point of Contact – the individual or individuals authorized by the governing body of each Party to request or respond to a request for Mutual Aid on behalf of the Party. A Party's Emergency Management Director or Chief Executive Officer is always a Point of Contact, in addition to those designated as the Point of Contact.
- g. Regional Homeland Security Coordinating Council. The advisory committee created by the Board of Directors of the H-GAC to assist and advise elected officials in their decision-making responsibilities on matters related to regional homeland security (hereinafter, "RHSCC")
- h. Requesting Party – the Party requesting Mutual Aid under this Agreement.
- i. Responding Party – the Party providing Mutual Aid assistance under this Agreement.

3. ADMINISTRATIVE AGENCY

The Parties hereby designate the Houston-Galveston Area Council, (hereinafter, "H-GAC") to be the Administrative Agency under this Agreement. H-GAC shall be responsible for maintaining and distributing current Point of Contact information to all Parties. H-GAC is also responsible for maintaining duplicate or

certified copies of the original signature pages of the Parties to this Agreement. H-GAC is not a signatory to the Agreement, and is not bound by any provision contained herein that is not directly related to the duties of the Administrative Agency.

4. POINT OF CONTACT DESIGNATION

Each party shall provide the Administrative Agency with written protocol by which its' designated Point of Contact may be contacted twenty-four hours a day, seven days a week. This protocol shall designate, by name or position, the person or persons authorized to request or respond to a request for Mutual Aid on behalf of a Party under this Agreement. Each Party must notify the Administrative Agency in writing of any change in its Point of Contact protocol as soon as practicable.

5. ACTIVATION OF AGREEMENT

This Agreement is activated when a request is made for mutual aid assistance. The request shall be documented by the Requesting Party and forwarded to each Party from whom assistance is sought.

6. INITIATION OF REQUEST

A request under this Agreement may be made by a Point of Contact after one of the following occurs:

- a. After a declaration of a local state of Disaster pursuant to Chapter 418 of the Texas Government Code, as amended; or,
- b. After a finding of an Emergency as defined in this Agreement.

7. PROCEDURES FOR REQUESTS

Subject to the conditions in this Section, a Point of Contact may request Mutual Aid assistance by: (1) submitting a written request for assistance to a Point of Contact of a Responding Party, or (2) orally communicating a request for Mutual Aid assistance to a Point of Contact of a Responding Party, which shall be followed up by written documentation.

- a. The written request shall state that the request is made pursuant to this Agreement.
- b. Mutual aid shall not be requested by a Party unless it is directly related to the Emergency and resources available from the normal responding agencies to the stricken area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the Emergency.
- c. All requests for Mutual Aid shall be transmitted by a Point of Contact of the Requesting Party to a Point of Contact of the Responding Party or in accordance with the terms of the Plan.
- d. Each request for assistance shall be accompanied by the following information, to the extent known:

- i. A general description of the Emergency and the damage or injury sustained or threatened;
- ii. Identification of the general emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, resource support, health and other medical services, etc.) and the particular type of assistance needed;
- iii. The amount and type of personnel, equipment, and other resources needed and a reasonable estimate of the length of time that each will be needed;
- iv. The location(s) to which the resources are to be dispatched and the specific time by which the resources are needed; and,
- v. The name and contact information of a representative of the Requesting Party, if available, to meet the personnel and equipment of any Responding Party at each location to which resources are dispatched.

8. THE PROVISION OF MUTUAL AID

Subject to the conditions of this Section, upon request of the Requesting Party, each Party hereto shall furnish Mutual Aid in coping with an Emergency.

- a. Assessment of Availability of Resources and Ability to Render Assistance.
When contacted by a Requesting Party, a Point of Contact of the Party from which aid is requested agrees to assess local resources to determine availability of personnel, equipment and other assistance to respond to the request. A Responding Party is not required to provide Mutual Aid assistance unless the Responding Party determines that the Responding Party has sufficient resources to provide assistance, based on current or anticipated events in its jurisdiction.
- b. Information Required of the Responding Party.
A Point of Contact who determines that the Responding Party has available personnel, equipment, and other resources, shall so notify the Requesting Party and provide the following information, to the extent known:
 - i. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Party;
 - ii. The estimated length of time that the personnel, equipment, and other resources will be available;

- iii. The name of the person or persons to be designated as supervisory personnel; and,
 - iv. The estimated time of arrival for provided assistance to arrive at the designated location(s).
- c. Supervision and Control.
When providing assistance under the terms of this Agreement, the response effort must be organized and function in accordance with NIMS guidelines. The personnel, equipment, and resources of a Responding Party being used in the response effort will be under the operational control of the Requesting Party. Direct supervision and control of personnel, equipment and resources, as well as personnel accountability, shall remain the responsibility of the designated supervisory personnel of the Responding Party. Emergency Medical Services organizations providing assistance under this Agreement will utilize medical protocols authorized by their medical director. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, report work progress to the Requesting Party.
- d. The Plan.
Each Party hereto certifies that it will provide Mutual Aid assistance under this Agreement in accordance with the Plan.
- e. Food, Housing, and Self-Sufficiency.
The Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location(s) to the time of their departure. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency area. The Requesting Party may limit its request for assistance to only self-sufficient personnel and resources in its request for assistance.
- f. Rights and Privileges.
Personnel who are assigned, designated or ordered by their Party's governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension and other compensation including injury or death benefits, disability payments, and workers' compensation benefits, for the performance of those duties as though the services had been rendered for the Party employing the personnel. The Responding Party employing the person is responsible for the payment of wages, salary, pension, and other compensation and benefits associated with the performance of duties under this Agreement.
- g. License Portability.
If the assistance of a person who holds a license, certificate, permit, or

other document evidencing qualification in a professional, mechanical, or other skill is requested by a Party under this Agreement, the person is considered licensed, certified, permitted, or otherwise documented in the Requesting Party's jurisdiction in which the service is provided as long as the service is required, subject to any limitations imposed by the chief executive officer or governing body of the Requesting Party.

h. The Duration of Aid.

The provision of Mutual Aid under this Agreement may continue until the services of the Responding Party are no longer required, or the Responding Party determines that further Mutual Aid should not be provided. Resources of the Responding Party shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

9. COSTS

All costs associated with the provision of Mutual Aid exceeding twelve consecutive hours shall be paid by the Responding Party and reimbursed by the Requesting Party at actual cost, to the extent permitted by law. Such costs include but are not limited to: compensation for personnel; operation and maintenance of equipment; damage to equipment; and food, lodging and transportation expenses.

- a. Requests for reimbursement must be submitted as soon as practicable but no later than sixty days after the return of all personnel deployed under this Agreement. Failure to submit a request for reimbursement within the specified time frame will result in the Responding Party not being reimbursed for the Mutual Aid provided unless the Requesting Party extends the deadline for filing requests for reimbursement or the Federal or State Government extends the deadline for filing request for reimbursement. Such requests shall specifically identify all personnel, equipment, and resources provided; dates of issuance or duration of deployment, and the unit cost and total costs associated with each.
- b. The Responding Party shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and unreimbursed costs, in providing Mutual Aid under this Agreement. The record shall be kept for a period of three years from the date the incident is closed.
- c. In the event federal funds are available for costs associated with the provision of Mutual Aid, the Parties agree that the Requesting Party shall make the claim for the eligible costs of the Responding Party on its subgrant application and will disburse the federal share of funds to the Responding Party.
- d. Reimbursement under this Section will be made by the Requesting Party no later than: (1) one-hundred eighty days after receipt of the request for

reimbursement; or (2) ninety days after the Requesting Party receives reimbursement from the federal or state government, whichever is sooner.

- e. The provision of Mutual Aid will be considered a non-reimbursable if the Responding Party does not request reimbursement within the time specified in this Section.

10. INSURANCE

- a. Workers' Compensation Coverage. Each Party shall be responsible for complying with the Texas Workers' Compensation Act.
- b. Automobile Liability Coverage. Each Party shall be responsible for complying with the Texas motor vehicle financial responsibility laws.
- c. General Liability, Public Officials Liability and Law Enforcement Liability. Each Party agrees to obtain or continue its general liability, public official's liability and law enforcement liability insurance, if applicable, or maintain a comparable self-insurance program.
- d. Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

11. WAIVER OF CLAIMS AGAINST PARTIES

Each Party hereto waives claims for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or part by the gross negligence of an officer or employee of another Party.

12. EXPENDING FUNDS

- a. Each Responding Party which performs services or furnishes aid pursuant to this Agreement shall do so with appropriated funds from current revenues available to the Responding Party, to the extent permitted by law. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- b. Each Requesting Party which reimburses costs of a Responding Party shall do so with appropriated funds from current revenues available to the Requesting Party, to the extent permitted by law.

13. EMERGENCY ASSISTANCE AND LAW ENFORCEMENT ASSISTANCE

Notwithstanding any other provisions herein, any Party hereto may provide emergency assistance or law enforcement assistance to another Party as provided in Section 791.027 of the Texas Government Code or Section 362.002 of the Texas Local Government Code.

14. TERM

This Agreement shall become effective as to each Party when approved and executed by that Party and shall be binding on each and every Party through December 31 of the year signed. This Agreement shall automatically renew for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 25 of this Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

15. LIABILITY IN FIRE PROTECTION CONTRACT OR PROVISION OF LAW ENFORCEMENT SERVICES.

To the extent that this Agreement is considered an Agreement under Section 791.006 of the Texas Government Code, the Responding Party under this Agreement is not responsible for any civil liability that arises from the furnishing of services described in Section 791.006.

16. LIABILITY UNDER INTERLOCAL CONTRACT

A Party that furnishes a service related to a homeland security activity, as defined in Chapter 421 of the Texas Government Code, under this Agreement is immune from civil liability for any act or omission resulting in death, damage, or injury while acting under this Agreement if the act or omission was in good faith and in the course and scope of its functions to provide a service related to a homeland security activity. To the extent that any service is not considered to be a homeland security activity, as defined in Chapter 421 of the Texas Government Code, the Requesting Party assumes all risk of and responsibility for any claims against the Responding Party that arise out of the Responding Party's furnishing of Mutual Aid under this Agreement, so long as, the act or omission was in good faith and in the course and scope of its functions to provide Mutual Aid under this Agreement.

17. ENTIRETY

This Agreement contains all commitments and agreements of the Parties regarding Mutual Aid to be rendered during or in connection with an Emergency. All previously entered into Regional Mutual Aid Agreements are superseded by this Agreement. No other oral or written commitments of the parties shall have any force or effect if not contained herein. Notwithstanding the preceding sentence, it is understood and agreed that certain signatory Parties may have heretofore contracted or hereafter contract with each other for Mutual Aid in Emergencies or the provision of other government services and functions, and it is agreed that this Agreement shall be subordinate to any such individual agreement.

18. OTHER MUTUAL AID AGREEMENTS

To assist each other in the process of Mutual Aid response planning, each Party shall inform the Administrative Agency of all mutual aid agreements,

memorandums of agreement or understanding, or contracts that each Party has with other municipalities, entities, counties, and state or federal agencies and furnish copies of said mutual aid agreements, memorandums of agreement or understanding, or contracts to the Administrative Agency, preferably in electronic format, if and when feasible and/or permissible.

19. RATIFICATION

Each Party hereby ratifies the rendering and/or receiving of Mutual Aid taken prior to the date of this Agreement.

20. INTERLOCAL COOPERATION ACT

The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as those terms are defined in the Interlocal Cooperation Act.

21. CONFIDENTIALITY

The Parties recognize that the provision of Mutual Aid under this Agreement may result in the transfer of confidential medical information between them. The Parties shall guard the confidentiality of such information as required by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Texas Medical Practice Act, and other state privacy laws pertaining to the confidentiality of medical records.

22. SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

23. VALIDITY AND ENFORCEABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

24. AMENDMENT

The Parties agree that this Agreement may be reviewed annually by the RHSCC. The Parties further agree that the Agreement may be amended by the RHSCC, as needed. At least sixty calendar days (60 days) before any RHSCC meeting at which an amendment or amendments to this Agreement will be considered and voted upon, the Administrative Agency shall send out notice to each Party to this Agreement informing them of the proposed amendment(s). This notice shall include the language of the amendment(s), and a list of current RHSCC members and officers and the jurisdictions they represent. Each Party may direct any comments or concerns about said amendment(s) to their respective RHSCC

representative(s) prior to said meeting. Upon approval of said amendment(s) by the RHSCC, the amendment(s) become(s) part of the Agreement and the Administrative Agency shall forward an amended copy of the Agreement to the Point(s) of Contact of the Parties to the Agreement.

25. TERMINATION

The governing body of a Party which is a signatory hereto, shall, by order, ordinance, or resolution, give notice of termination of participation in this Agreement and submit a certified copy of such order, ordinance, or resolution to the Administrative Agency. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto. Upon receipt of said notice to terminate participation in the Agreement, the Administrative Agency shall notify the remaining Parties to the Agreement in writing within ten days.

26. THIRD PARTIES

This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

27. NOTICES

Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Point of Contact, and shall be delivered in person, or mailed certified mail, return receipt requested, or may be transmitted by facsimile transmission.

28. WARRANTY

The Agreement has been officially authorized by the governing or controlling body of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants and guarantees that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

29. IMMUNITY RETAINED

The Parties to this Agreement do not waive or relinquish any immunity or defense on behalf of itself, officers, employers, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein.

30. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this Agreement. In the event of an Emergency physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency occurred. In the event of an Emergency physically occurring in more than one

county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

31. PARTY ELIGIBILITY

Any local government as that term is defined in Chapter 791 of the Texas Government Code may be a Party to this Agreement, provided that no Party is an agency, department or entity of the same town, county or State government.

32. FORMS

The Administrative Agency may prepare and provide forms designated for the purposes of this Agreement to be used by the Parties.

33. HEADINGS

The headings at the beginning of the various provisions of this Agreement have been included only to more quickly locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Name of Entity

Signature

Title

Printed Name

Date



CITY COUNCIL COMMUNICATION

June 03, 2014

ITEM #	ITEM TITLE
5	Ordinance No. 2014-25 – Second Reading of “Sex Offender” Ordinance

ITEM/MOTION

Consideration of and action on a second reading of Ordinance No. 2014-25, an Ordinance amending the Code of Ordinances by adding a new Article III to Chapter 15 thereof, defining certain terms; making it unlawful for certain registered sex offenders to reside within 2,500 feet of premises where children gather; prohibiting property owners from renting real property to certain registered sex offenders; providing exceptions to the ordinance; providing penalties for violations of the ordinance; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing a severability clause; and providing an effective date.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

1. Ordinance No. 2014-25
2. Area Map – Drug Free Locations with 1,000, 2,000, and 2,500 Foot Buffers
3. City Council Meeting Draft Minute Excerpt - 04-22-14

APPROVALS

Submitted by:Dallis Warren
Police Chief**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney *LJL/rl*
- City Engineer
- Assistant Police Chief *TD/rl*

Approved for Submittal to City Council:Robert Gracia
City Manager

EXECUTIVE SUMMARY

On May 20, 2014, City Council considered two versions of Ordinance No. 2014-25, establishing regulations pertaining to the residency of registered sex offenders. Ordinance No. 2014-25 V1 contained provisions for posting of signage on the premises of sex offender residences. Ordinance No. 2014-25 V2 did not contain the signage provisions. City Council voted to approve Ordinance No. 2014-25 V2. The vote to approve Ordinance No. 2015-25 V2 was four (4) “ayes” to three (3) “noes”. Per Section 3.10 of the City Charter, a second reading is required for the adoption of Ordinance No. 2015-25 V2. Please note that a draft minute excerpt for the May 20, 2014 City Council Meeting was not yet available at print time for this item.

This Agenda item allows for a second and final reading of the “Sex Offender” Ordinance, being presented as Ordinance No. 2014-25. Staff recommends approval of Ordinance No. 2014-25.

ORDINANCE NO. 2014-25

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY ADDING A NEW ARTICLE III TO CHAPTER 15 THEREOF, DEFINING CERTAIN TERMS; MAKING IT UNLAWFUL FOR CERTAIN REGISTERED SEX OFFENDERS TO RESIDE WITHIN 2,500 FEET OF PREMISES WHERE CHILDREN GATHER; PROHIBITING PROPERTY OWNERS FROM RENTING REAL PROPERTY TO CERTAIN REGISTERED SEX OFFENDERS; PROVIDING EXCEPTIONS TO THE ORDINANCE; PROVIDING PENALTIES FOR VIOLATIONS OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Rosenberg has a compelling interest in protecting the health, safety and welfare of the most vulnerable of its population from dangers which they are often ill-equipped to avoid, by reducing the opportunities for certain sex offenders to come in contact with children; and,

WHEREAS, the City Council finds from evidence and statistical reports reveal that the recidivism rate for released sex offenders is alarmingly high, especially for those who commit their crimes against children; and,

WHEREAS, the City is becoming an increasingly attractive place for families with small children; and,

WHEREAS, the City Council desires to establish a policy which provides maximum protection of the lives of persons who reside in or visit the City of Rosenberg; and,

WHEREAS, the City Council finds that establishing policy to restrict the property available for residence of sex offenders will provide better protection for children gathering in the City; and,

WHEREAS, Article 42.12 of the Texas Code of Criminal Procedure, provides that certain offenders of crimes, including sexual offenses, to register with the State of Texas; and,

WHEREAS, the City Council reasonably believes that establishing a buffer zone not to exceed 2,500 feet between premises where children commonly gather, which includes but is not limited to schools, licensed day-care facilities, playgrounds, public or private youth centers and video arcade facilities, and temporary or permanent residences of individuals required to register on the Texas Department of Public

Safety's Sex Offender Database will reduce opportunities for sexual predators to come into contact with children; and,

WHEREAS, the City Council reasonably believes that prohibiting individuals required to register on the Texas Department of Public Safety's Sex Offender Database from entering areas where children regularly congregate will reduce opportunities for sexual predators to come into contact with children; now, therefore,

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

Section 1. That the Code of Ordinances of the City of Rosenberg, Texas, is hereby amended and adding a new Article III to Chapter 15 thereof providing for the Regulation of Sex Offenders as follows:

**“CHAPTER 15 – HUMAN RELATIONS.
ARTICLE III – REGULATION OF SEX OFFENDERS**

Secs. 15-38 – 15-40. – Reserved.

Sec. 15-41. - Definitions.

For the purposes of this section, the following words, terms and phrases when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Child sex offender means any offender subject to registration under state or federal law, or the Uniform Code of Military Justice or law of a foreign country, who has been convicted or received an order of deferred adjudication for a "sexual offense" involving a minor.

City park for purposes of this chapter means land owned or controlled by a unit of local government which is designated by the unit of local government for use solely or primarily for children's recreation.

City recreation center for purposes of this chapter means city recreational areas, including but not limited to soccer fields, baseballs fields and lakes under the jurisdiction of a unit of local government as amended from time to time.

Habitual offender means any offender subject to registration under state law, who has for a "sexually violent offense" been convicted two (2) or more times, received an order of deferred adjudication two (2) or more times, or been convicted and received an order of deferred adjudication or any combination thereof and is required to verify every ninety (90) days in accordance with the Texas Code of Criminal Procedure art. 62.058.

Minor means a person who is under the age of seventeen (17) years of age.

Permanent residence means a place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

Property owner means any owner of record, person who has contractual responsibility for the property, or person who has the legal right of possession of the property.

Temporary residence means a place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sec. 15-42. - Offender residency prohibition.

- (1) For each person required to register on the Texas Department of Public Safety's Sex Offender Database because they are a "Habitual Offender" or a "Child Sex Offender":
- (2) If a person is required by Chapter 62 of the Texas Code of Criminal Procedure, as amended, to register with a local law enforcement agency because of a violation involving a victim who was less than seventeen (17) years of age, it is unlawful for that person to establish a permanent residence or temporary residence within 2,500 feet of any premises where children commonly gather including but not limited to, any city park, city recreational center, a public or private school, child care facility, day care center, playground, public or private youth center, public swimming pool or video arcade facility, as those terms are defined in Sections 341.064 and 481.134 of the Texas Health and Safety Code, as amended and Section 42.002 of the Texas Human Resources Code, as amended.

Sec. 15-43. - Evidentiary matters; measurements.

- (1) It shall be prima facie evidence that this chapter applies to such a person if that person's record appears on the database and the database indicates that the person is required to verify every ninety (90) days in accordance with Texas Code of Criminal Procedure Section 62.058, as amended. For purposes of this chapter, that person is classified as a "habitual offender."
- (2) It shall be prima facie evidence that this section applies to such a person if that person's record appears on the database and the database indicates that the person is subject to registration for an offense involving a minor.

For purposes of this chapter, that person is classified as a "child sex offender."

- (3) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described hereinabove. In the case of multiple residences on one (1) property, measurement is from the nearest wall of the building or occupied structure or the parking/driveway, whichever is closer to the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described herein.
- (4) The city will maintain a map depicting the prohibited areas. The city shall annually review the map annually, for changes. Said map will be available to the public, at the city police department.
- (5) In cases of a dispute over measured distances, it shall be incumbent upon the person(s) challenging the measurement to prove otherwise.
- (6) Nothing in this section shall be interpreted to modify or reduce the state's child safety ban.

Sec. 15-44. - Property owners prohibited from renting real property to sexual offenders.

It is unlawful to let or rent any place, structure or part thereof, manufactured home or trailer, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this chapter, if such place, structure or part thereof, manufactured home, trailer, or other conveyance, is located within two thousand five hundred (2,500) feet of any premises where children commonly gather, including but not limited to, any city park, city recreational center, a public or private school, child care facility, day care center, playground, public or private youth center, public swimming pool or video arcade facility, as those terms are defined in Sections 341.064 and 481.134 of the Texas Health and Safety Code, as amended and Section 42.002 of the Texas Human Resources Code, as amended.

Sec. 15-45. - Affirmative defenses.

It is an affirmative defense to prosecution that any of the following conditions apply:

- (1) The person required to register on the database established the permanent or temporary residence and has complied with all of the sex

offender registration laws of the state, prior to the date of the adoption of the ordinance codified in this section;

- (2) The person was a minor when he/she committed the offense and was not convicted as an adult;
- (3) The person is a minor;
- (4) The premises where children commonly gather, as specified herein, within two thousand five hundred feet (2,500) of the permanent or temporary residence of the person required to register on the database was opened, established or created after the date the person had established the permanent or temporary residence and complied with all sex offender registration laws of the state; or
- (5) The information on the database is incorrect, and if corrected, this chapter section would not apply to the person.

Sec. 15-46. - Violation – Penalty.

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

Secs. 15-47 – 15-55. – Reserved.”

Section 2. All ordinances or parts inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED by a vote of four (4) “ayes” in favor and three (3) “noes” against on this first reading in full compliance with the provisions of Section 3.10 of the

Charter of the City of Rosenberg on the 20th day of May 2014.

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

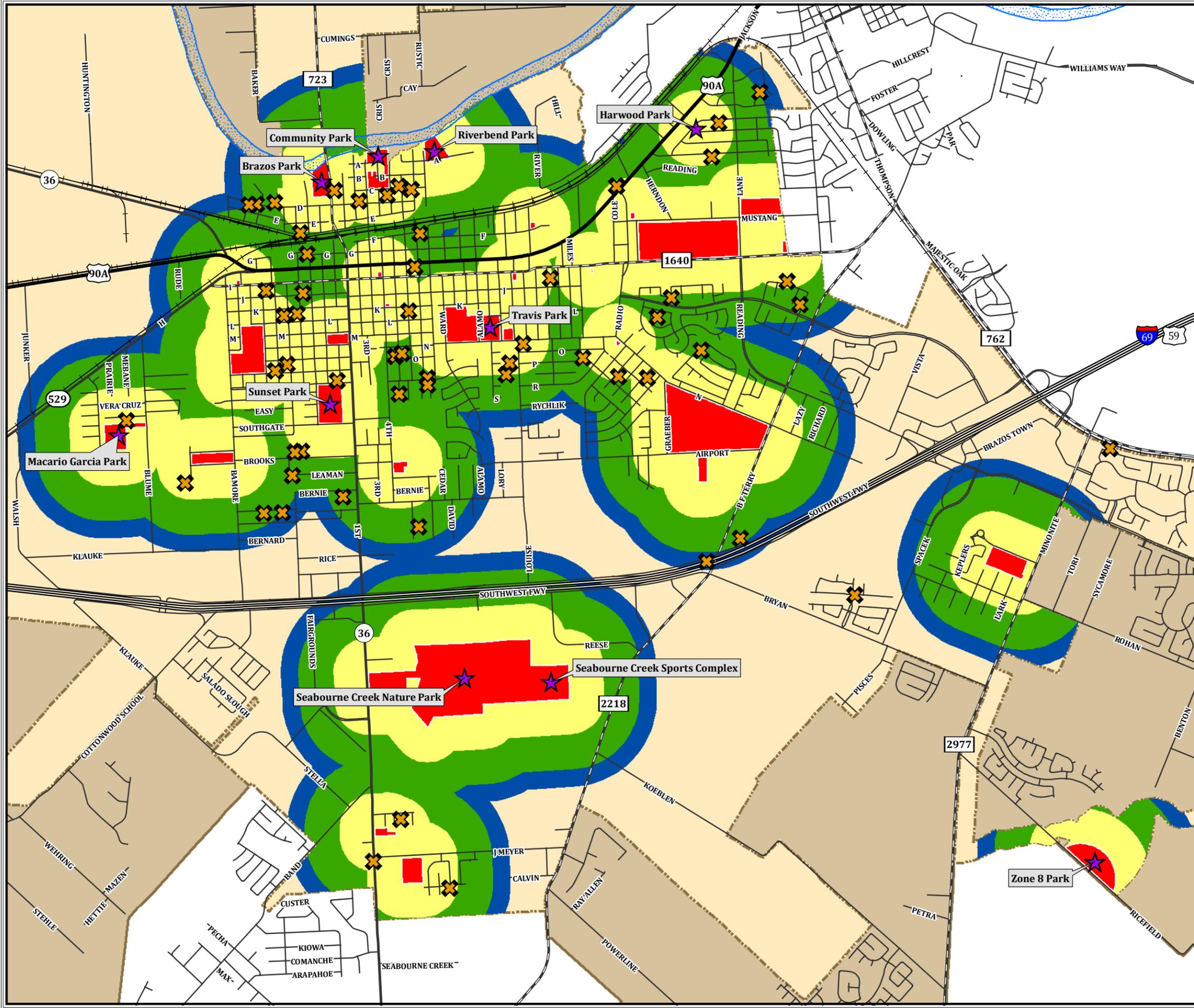
Vincent M. Morales, Jr., **MAYOR**

APPROVED AS TO FORM:

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

Drug Free Locations with 1000, 2000, & 2500 ft Buffers

City of Rosenberg, Texas



Legend

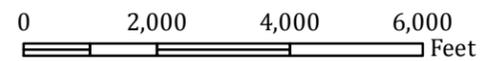
- Sex Offender Residential Locations
- City Parks
- Drug Free Locations
- 1000 ft Buffer
- 2000 ft Buffer
- 2500 ft Buffer

Basemap Features

- Interstate
- US Highway
- State Highway
- Farm-to-Market
- Public Road
- Railroad
- Brazos River
- Rosenberg City Limits
- Rosenberg ETJ



Scale:
1:33,000
or
1 Inch = 2,750 Feet



Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: May 14, 2014
Original Size: 11" x 17"
K:\GIS\MAPS\Police\2014\DFZ_2500ft_11x17.mxd

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limits.

- Yes, Cartwright, Heritage Haven, Little Haven and Grand Gables Streets are in Bridlewood Subdivision. Some cracks and patching has been done since they were annexed. Grand Gables has been in the City for a while.
- Councilor Benton stated recurring complaints regarding Cottonwood School Road and Mulcahy Street. Will you partner with the sand pit on Koeblen Road?
- Randall Malik, Economic Development Director contacted them and will setup a meeting with them to start discussions.
- For access to the sand pit on FM 2218 they have to go on a section. The sand pit is on FM 2977 behind Sunrise Meadows and they cannot come up Koeblen Road to FM 2218.
- Councilor Benton asked about Old Richmond Road.
- That was on the list with the County and will be done this summer for reconstruction.
- Councilor McConathy asked about Koeblen and Cottonwood School Roads regarding the addition of the signage that was added for the trucks. Was the truck company on Koeblen Road notified that we now have signs restricting their access to Koeblen Road? How are we enforcing the new signage for those streets?
- Yes the Police Department contacted them.
- Dallis Warren, Police Chief explained that our traffic officers are there periodically and we follow up on any complaints regarding the truck traffic on those roads.
- Mayor Morales stated that since the signs have gone up on Bryan Road there are not as many gravel trucks.
- The general consensus was to move forward with the list as presented.
- No action was taken on the item.

3. **REVIEW AND DISCUSS PROPOSED “SEX OFFENDER” ORDINANCE, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: City staff has seen an increase in the number of sex offenders currently registered in the City of Rosenberg. Currently there are minimal regulations pertaining to the residency of registered sex offenders.

Staff is recommending the City consider an Ordinance that provides for greater oversight of registered sex offenders and restriction on residence locations for these offenders. Should City Council direct staff to move forward, an Ordinance will be presented at a future City Council meeting for consideration and adoption.

Key discussion points:

- Dallis Warren, Police Chief read the Executive Summary regarding the item.
- Tracie Dunn, Assistant Police Chief presented a PowerPoint outlining the item regarding the proposed “Sex Offender” Ordinance and provided the options available.
- A current map was shown pointing out the drug free zone which is 1,000 feet from schools. The dark green on the map is 2,000 feet from the school and shown as the “child safety zone” on the map. The parks and any child activity or recreation area were included in the map.
- A map was shown pinpointing where the sex offenders are living within the City, and as outlined in the Ordinance.
- A regional map was provided showing other cities in the area by population. Rosenberg has a large number of this population relative to size. The numbers are rarely below 60. Presently there are 59 and the lowest seen is 56.
- The ordinance is talking to only the child sex offenders and habitual offenders. Out of the total of 59 – 40 are child sex offenders and 10 habitual offenders. That is the majority of the sex offender population living in Rosenberg and would be affected by this ordinance.
- Chapter 62 of the Criminal Code of Procedure is what we have now. Chapter 62 has no residency location restrictions.
- The State form number CR35 is the form they fill out when they move to Rosenberg. Page 2 lists all the conditions they must comply to. There is no residency distance in the conditions.

- This ordinance is important and is the only recourse we have.
- State definitions of offenders were outlined.
- Most surrounding cities have ordinances restricting residency and Rosenberg does not, so that restricts probation areas to place them. Some are natives and move back. Chapter 62 does not restrict any residency and it is left to us to bridge that gap.
- Other agencies are doing yard signs and some are doing bumper stickers. Almost all have the location restriction from 1,000 to 2,000 feet. Currently, probation is the only one for us that makes the condition 1,000 feet and that is only while on probation.
- No agencies in Fort Bend County use signage. Bay City is the only one using signage requirement and our language is based on theirs.
- The offender has seven days once they move here to notify us. After the seventh day we have basis for compliance.
- Homeless offenders are supposed to call us each day (24 hours) to notify us and they have to give a geographical location of where they are at.
- The ordinance pertains to habitual offenders and child sex offenders only. These individuals will not be grandfathered in. It would apply to anyone new moving to Rosenberg or are currently living and then moved.
- Rules and verbiage regulating the signage was provided. The City will provide the required sign to the child sex offender or habitual sex offender. Cost of the sign is \$11.00.

Questions/Comments:

- Councilor McConathy stated since the Police Department will provide the signs a monetary amount will need to be established in the budget to support that. Which option do you favor?
- Dallis Warren, Police Chief stated yes if adopted by Council. Several options have been provided tonight and based on the discussion the Ordinance will be adjusted and brought back to Council with the budgetary impact. His preference would be the 2,000 feet that provides the greatest protection. Signage is not very common but is seen in some jurisdictions. He does not have a preference. It is also highly restrictive to what type of offender would receive that sign and does not apply to all offenders.
- Councilor Benton asked what brought this about. Have there been complaints?
- Dallis Warren referenced the chart with the numbers. Rosenberg numbers are so much higher than surrounding cities and we are the only city that does not have the restrictions that led us in that direction and made it obvious we need to do something.
- Councilor Benton expressed concern with the constitutionality when someone is required to put a sign in front of their home. He has concerns with the sign aspect of the Ordinance.
- Lora Lenzsch, City Attorney explained many of these ordinances throughout the United States are very similar and they have been brought into the courts and the courts have ruled that sex offenders are not a protected class of individuals under the fair housing acts or under any of the constitutional standards. The ordinances are based not on punishment but on the ability to protect the public and minors residing in the community. As to date she does not know of any signage ordinances that have been contested.
- Councilor Bolf agreed with the Ordinance. They do not deserve any courtesy and they could sleep in a tent. Does the state notify you when they come here or do you wait for them to come to you to register? She agrees with the signage. If the family takes them in they need to deal with it. She would like the 2,500 feet to apply in the Ordinance.
- Tracie Dunn explained if they are coming out of a commitment the papers are faxed to us. If they are moving from another jurisdiction they are bound by the seven day rule and we have to rely on them to show up. Most of the time agencies will call us and let us know. Our City restricts them from living in apartments. We try to do a minimum of three compliance checks per year and those are random.
- Councilor Grigar echoed what Councilor Bolf said. He expressed some concern with the map including daycares. How do we keep track of when daycares come and go and does the map change? Are HOA recreational centers considered to be private?
- Tracie Dunn stated maps are checked annually and updated. HOAs are considered private.
- Lora Lenzsch explained the Ordinance is meant to regulate areas that are open to the

public not private. The City does not regulate on HOA properties. From the map it covers the City. It wasn't until recently that Sugar Land went out to 2,500 feet so maybe we could consider that.

- Councilor Grigar stated he would like to see 2,500 feet. There is a small portion that is not in the map so they can live in our subdivision as well as other areas where there are HOAs. He has concern leaving the recreation center out. He would like to see a large sign but does not agree with the bumper sticker.
- Councilor Pena agreed with Councilors Bolf and Grigar. He does not think this type of crime can ever be paid back through an institution. Knowledge of where these people are at is one thing and earmarking them. These people will not be able to find housing and they will have to live with relatives and he does not think good tax paying people should have to be punished for this. Knowing where they are located is good. Due diligence was done with this Ordinance and he agrees with it and supports it.
- Councilor Euton asked if this will put an extra burden on the Police Department or will it help to aid them.
- Tracie Dunn stated it will be helpful because it will not pertain to only probation areas.
- Dallis Warren stated this is a long term affect and over a period of time with the mobility of population eventually when they move the Ordinance becomes effective.
- Councilor Euton stated the ones living here are grandfathered, but there is an exception that says they have complied with all the sex offender registration laws. They don't always comply and they could get kicked out of that exception when they don't comply. The sign is a little over the top. She agrees with identifying where they are and keeping them away from children. She always hopes there is rehabilitation for these people. She likes the idea of protecting the landlord. How is the landlord expected to handle it?
- Tracie Dunn explained that once we give the landlord notice we give them a reasonable amount of time to effectively get them out. We average 8 to 10 that are out of compliance on our checks out of the sixty we have.
- Dallis Warren stated the District Attorney's Office is very aggressive on the prosecution of violators.
- Mayor Morales stated the general consensus of Council is to have the maximum area that can be covered with the most restrictive to that defender. Signage is mixed, but in his opinion if that would lower those numbers he agrees with it.
- Dallis Warren stated the Ordinance will be brought back to the May 20th Council Meeting. The distance will be increased to 2,500 feet and the signage will be brought back at that time.
- Lora Lenzsch stated two versions can be brought back. One that includes the sign and one that doesn't. Council can decide at that time.
- No action was taken on the item.

4. **REVIEW AND DISCUSS PROPOSED REVISIONS TO THE CHRISTMAS IN ROSENBERG EVENT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: Staff has placed this item on the Agenda to review and discuss, with City Council, proposed changes to the Christmas in Rosenberg event.

Key discussion points:

- Robert Gracia clarified to Council that the information being given is preliminary. We are in the planning stage and before staff moves forward we wanted to have a consensus from Council whether to proceed with the changes staff is recommending.
- Darren McCarthy stated staff is looking to doing something different with Christmas in Rosenberg and showcasing and highlighting our downtown area.
- We would like to bring a lot of lights to downtown. Examples of lighting were provided with the ideas of spreading out the event to three nights:
- A Sip and Stroll through the downtown shops;
- A Tree Lighting Ceremony and showing a family friendly holiday movie; and/or
- Santa and Mrs. Claus and a holiday theater performance.

ITEM 6

Announcements.

ITEM 7

Adjournment.