

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, August 19, 2014

TIME: 7:00 p.m.

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

PURPOSE: Regular City Council Meeting, agenda as follows:

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

Call to order: City Hall Council Chamber

Invocation and Pledge of Allegiance. (Pastor Randy Beck, Water's Edge Community Church, Richmond)

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 Special Meeting Minutes for July 29, 2014. (Linda Cernosek, City Secretary)
 - B. Consideration of and action on authorization to sell the proposed list of surplus property items to be included in the on-line auction. (Linda Cernosek, City Secretary)
 - C. Consideration of and action on Ordinance No. 2014-32, an Ordinance amending the Code of Ordinances by amending Section 24-190 of Article VII of Chapter 24 thereof, establishing surety bonds to guarantee the restoration of right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished; providing an effective date; providing a penalty in an amount not to exceed \$2,000 for violation of any provision hereof; and providing for severability. (John Maresh, Assistant City Manager of Public Services)
 - D. Consideration of and action on Resolution No. R-1834, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a General Services Contract Extension for the provision of mosquito control services, by and between the City and Cypress Creek Pest Control for a period of one (1) year, effective October 01, 2014, in the amount of \$38,000. (Jeff Trinker, Executive Director of Support Services)

- E. Consideration of and action on Resolution No. R-1835, a Resolution authorizing the City Manager to execute, for and behalf of the City, a General Services Contract Extension for the provision of janitorial services, by and between the City and Claron Building Maintenance, for a period of one (1) year, effective October 01, 2014, in the amount of \$58,336. (Jeff Trinker, Executive Director of Support Services)
- F. Consideration of and action on Resolution No. R-1836, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Professional Services Agreement for services related to the creation of a Facilities Master Plan, by and between the City and Pierce Goodwin Alexander and Linville (PGAL), in an amount not to exceed \$52,500. (Jeff Trinker, Executive Director of Support Services)
- G. Consideration of and action on Quarterly Financial Report and Quarterly Investment Report for quarter ending June 30, 2014. (Joyce Vasut, Executive Director of Administrative Services)

REGULAR AGENDA

- 2. Hear and discuss a presentation regarding a proposed Eagle Scout Project to build owl nesting boxes for Seabourne Creek Nature Park, and take action as necessary. (Darren McCarthy, Parks and Recreation Director)
- 3. Hear and discuss a presentation regarding a proposed Eagle Scout Project to restore bleachers for Sunset Park, and take action as necessary. (Darren McCarthy, Parks and Recreation Director)
- 4. Hear and discuss a citizen request to address City Council regarding a previous donation of certain property for use as parkland, and take action as necessary. (Joan Williams McLeod)
- 5. Hold first public hearing to consider comments relating to the proposed Ad Valorem Tax Rate for the Fiscal Year beginning October 01, 2014, and ending September 30, 2015, and take action as necessary. (Joyce Vasut, Executive Director of Administrative Services)
- 6. Hold first public hearing to consider comments relating to Fiscal Year 2014-2015 Proposed Budget, which includes the City of Rosenberg's Capital Improvement Plan (CIP), and take action as necessary. (Joyce Vasut, Executive Director of Administrative Services)
- 7. Hold discussion by City Council on the Fiscal Year 2014-2015 Proposed Budget, which includes the City of Rosenberg's Capital Improvement Plan (CIP), and take action as necessary. (Joyce Vasut, Executive Director of Administrative Services)
- 8. Consideration of and action on Resolution No. R-1837, a Resolution authorizing the resale of property described in Exhibit "A", attached hereto for all purposes, having been acquired through tax foreclosure proceedings. (Joyce Vasut, Executive Director of Administrative Services)
- 9. Consideration of and action on Resolution No. R-1838, a Resolution authorizing amendments to the Employee Benefits Trust Declaration of Trust, a Trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents, with life, dental, disability, sickness, accident, and other health benefits, either directly or through the purchase of insurance, and to perform operations in furtherance thereof. (Lisa Olmeda, Human Resources Director / Burke Sunday, Gallagher Benefits Services, Inc.)
- 10. Consideration of and action on Resolution No. R-1839, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Administrative Services Agreement, by and between the City and the Rosenberg Employee Benefits Trust, for the provision of certain administrative services for a term of one (1) year. (Lisa Olmeda, Human Resources Director / Burke Sunday, Gallagher Benefits Services, Inc.)
- 11. Consideration of and action on Resolution No. R-1840, a Resolution approving employee and retiree premium contribution rates to the City's health insurance plan. (Lisa Olmeda, Human Resources Director / Joyce Vasut, Executive Director of Administrative Services)
- 12. Consideration of and action on Resolution No. R-1841, a Resolution authorizing funding for a Contract with BlueCross BlueShield of Texas, for healthcare benefits for City employees, qualified retirees, and their dependents; and, authorizing the Rosenberg Employee Benefits Trust to negotiate and execute a Contract for same. (Lisa Olmeda, Human Resources Director / Burke Sunday, Gallagher Benefits Services, Inc.)
- 13. Consideration of and action on Resolution No. R-1842, a Resolution authorizing funding for a Contract with Assurant Employee Benefits for dental care benefits for City employees, qualified retirees, and their dependents; and, authorizing the Rosenberg Employee Benefits Trust to negotiate and execute a Contract for same. (Lisa Olmeda, Human Resources Director / Burke Sunday, Gallagher Benefits Services, Inc.)

14. Consideration of and action on Resolution No. R-1843, a Resolution authorizing replacement of the W. Fairgrounds Road Bridge at Seabourne Creek through the Texas Department of Transportation (TxDOT) Off-System Bridge Replacement Program utilizing the "participation waived" project form of agreement, approving improvements to other bridges equal to the 10% local funding contribution in the estimated amount of \$88,209.00; and, authorizing the City Manager and/or Mayor to execute all appropriate agreements and/or documents regarding same. (John Maresh, Assistant City Manager of Public Services)
15. Consideration of and action on Resolution No. R-1826, a Resolution awarding Bid No. 2014-09 for construction of the Bamore Road Phase IV Paving and Drainage Improvements Project; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same. (John Maresh, Assistant City Manager of Public Services)
16. Hold Executive Session to consult with City Attorney to receive legal advice regarding a potential alternative water supply project in association with Brazosport Water Authority pursuant to Section 551.071 of the Texas Government Code; and, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Presiding Judge of the Municipal Court pursuant to Section 551.074 of the Texas Government Code.
17. Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.
18. Consideration of and action on Resolution No. R-1844, a Resolution authorizing the Mayor to execute a Letter of Intent, by and between the City and Brazosport Water Authority regarding an alternative water supply project. (John Maresh, Assistant City Manager of Public Services)
19. Consideration of and action on Resolution No. R-1817, a Resolution providing for the appointment of the Presiding Judge of the Municipal Court of the City, for a two (2) year term beginning October 01, 2014, and ending September 30, 2016. (James Baker, Municipal Court Judge)
20. Consideration of and action on Resolution No. R-1818, a Resolution providing for an annual evaluation and authorized compensation for the position of Presiding Judge of the Rosenberg Municipal Court. (Vincent M. Morales, Jr., Mayor)
21. Announcements.
22. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

by _____.

Attest:
Christine Krahn, Acting City Secretary

Approved for Posting:
Robert Gracia, City Manager

Approved:
Vincent M. Morales, Jr., Mayor

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

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

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

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

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

General Comments from the Audience:

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

Comments from the Audience for Consent and Regular Agenda Items:

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ITEM 1

Review of Consent Agenda.

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ITEM A

Minutes:

- 1. Special City Council Meeting Minutes – July 29, 2014**

**CITY OF ROSENBERG
CITY COUNCIL SPECIAL MEETING
DRAFT**

On this the 29th day of July, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

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

STAFF PRESENT

Robert Gracia	City Manager
George Hyde	Attorney for the City
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager of Public Services
Kaye Supak	Executive Assistant
Tommy Havelka	Police Department
Kelly Kreusch	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 6:30 p.m.

GENERAL COMMENTS FROM THE AUDIENCE.

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AGENDA

- 1. CONSIDER MOTION TO ADJOURN FOR EXECUTIVE SESSION.**
Action: Councilor McConathy made a motion, seconded by Councilor Benton to adjourn for Executive Session. The motion carried by a unanimous vote.
- 2. HOLD EXECUTIVE SESSION TO CONSULT WITH CITY ATTORNEY ON PENDING OR CONTEMPLATED LITIGATION REGARDING CAUSE NO. 140DCV-211746; CITY OF ROSENBERG, TEXAS AND CITY OF RICHMOND, TEXAS V. FORT BEND SUBSIDENCE DISTRICT; IN THE DISTRICT COURT OF FORT BEND COUNTY, TEXAS, 268TH JUDICIAL DISTRICT, PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held to consult with City Attorney on pending or contemplated litigation regarding Cause No. 140DCV-211746; City of Rosenberg, Texas and City of Richmond, Texas v. Fort Bend Subsidence District; in the District Court of Fort Bend County, Texas, 268th Judicial District, pursuant to Section 551.071 of the Texas Government Code.

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

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 7:00 p.m.

4. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1820, A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO PARTICIPATE IN DISCUSSIONS WITH REPRESENTATIVES OF THE FORT BEND SUBSIDENCE DISTRICT.**

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1820, a Resolution authorizing the Mayor and City Manager to participate in discussions with representatives of the Fort Bend Subsidence District. The motion carried by a unanimous vote.

5. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 7:01 p.m.

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
B	Surplus Property Item List Consideration

ITEM/MOTION

Consideration of and action on authorization to sell the proposed list of surplus property items to be included in the on-line auction.

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. City of Rosenberg Auction List No. 7 – 08-19-14

APPROVALS

Submitted by:Linda Cernosek
City Secretary**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

For City Council's consideration, staff has provided items on the attached list to be included in the City-wide auction to retire surplus equipment, confiscated items, and other salvaged property. The on-line auction is ongoing with PropertyRoom.Com.

Staff recommends approval of the surplus list as presented.

**CITY OF ROSENBERG
AUCTION LIST No. 7
August 19, 2014**

STORAGE FORM #	DATE	ITEM	DEPT.	AUCTION OR DESTROY	FIXED ASSET #
001	04/14/14	Desk Corner Piece	Municipal Ct.	Storage	N/A
002	04/14/14	Desk Corner Piece	Municipal Ct.	Storage	N/A
003	04/16/14	Electric Pencil Sharpener	Animal Control	Destroy	3772
004	05/28/14	Chair Rack (2)	Parks	Auction	3618 & 3619
005	05/28/14	Microwave (Hot Point) SER# SH919512U	Parks	Auction	N/A
006	05/28/14	Microwave (Galanz) SER# HT0606021933	Parks	Auction	N/A
007	05/28/14	Microwave (Galanz) SER# HT0609007766	Parks	Auction	N/A
008	05/28/14	F2560 Front Deck Mower	Parks	Auction	01-53-71
009	05/28/14	Kubota F2560 Front Desk Mower	Parks	Auction	01-53-73
010	05/28/14	200 Gallon Sprayer	Parks	Auction	N/A
011	05/28/14	2000 Whisper Chipper Shredder	Parks	Auction	01-53-68
012	05/28/14	4 Ft. Shredder	Parks	Auction	N/A
013	05/28/14	Pressure Washer- 16 HP Vanguard	Parks	Auction	5862
014	05/28/14	Magic Chet Gas Stove	Parks	Auction	3409
015	05/28/14	Microwave (GE) SER# TO913685M	Parks	Auction	N/A
016	05/28/14	Partition Walls (7)	Parks	Auction	N/A
017	05/28/14	Dry Erase Board & Stand	Parks	Auction	N/A
018	05/28/14	Portable Shelves	Parks	Auction	1448
019	06/09/14	Lincoln Welder	Parks	Auction	4701
020	06/10/14	IBM Typewrtier	Parks	Auction	1701
021	06/10/14	Visioneer One Touch 8700 USB Scanner	Parks	Auction	5806
022	06/10/14	Nortel Networks Office Telephone	Parks	Destroy	4329
023	06/16/14	Brown Typing Table	City Hall	Destroy	1815 & 6418
024	06/16/14	Brown Bookcase	City Hall	Destroy	1679
025	06/16/14	2 Chairs	Parks	Destroy	3428 & 3443
026	07/01/14	Bookshelf	City Secretary	Destroy	08041
027	07/01/14	Hedman EDP 2000 from checker signer machine	Finance	Auction	1521
028	07/08/14	Target Concrete Saw	Utilities	Auction	N/A
029	07/08/14	3" Gorman Rupp Pump	Utilities	Auction	N/A
030	07/08/14	Submersible Pump	Utilities	Auction	N/A
031	07/08/14	Jackhammer	Utilities	Auction	N/A

**CITY OF ROSENBERG
AUCTION LIST No. 7
August 19, 2014**

STORAGE FORM #	DATE	ITEM	DEPT.	AUCTION OR DESTROY	FIXED ASSET #
032	07/08/14	Pipe bolt Machine, Speedomatic 1966 Ridgid Threader	Utilities	Auction	4020
033	07/08/14	Pressure Washer, Briggs Straten	Utilities	Auction	08694
034	07/08/14	3" Water, Honda Pump	Utilities	Auction	N/A
035	07/08/14	2" Water, Honda Pump	Utilities	Auction	N/A
036	07/08/14	Submersible Pump	Utilities	Auction	N/A
037	07/08/14	6" Three Point Angel Blade	Utilities	Auction	N/A
038	07/08/14	Submersible Pump	Utilities	Auction	N/A
039	07/08/14	Submersible Pump	Utilities	Auction	N/A
040	07/16/14	Metal Folding Chair	Parks	Destroy	1973, 3421, & 3434
041	07/25/14	Rolling Chairs (6)	Civic Center	Auction/Destroy	N/A
042	07/25/14	Folding Chairs & Racks – 205 Chairs	Civic Center	Auction	N/A
043	07/25/14	Large Mitsubishi Console Tv	Civic Center	Auction/Destroy	07934
044	07/25/14	Tables – 26 ft, 28 ft, & 3 Rounds	Civic Center	Destroy	N/A
045	07/25/14	Projection Screen – Wall Mount (1)	Civic Center	Auction	N/A
046	07/25/14	Dell Precision 870 (4 total)	Information Services	Auction	N/A
047	07/25/14	Dell Optiplex 745	Information Services	Auction	08125
048	07/25/14	Dell Optiplex 745 Computer	Information Services	Auction	06361
049	07/25/14	Dell Optiplex GX 520 Computer	Information Services	Auction	06323
050	07/25/14	Dell Optiplex 755 Computer	Information Services	Auction	06404
051	07/25/14	Dell Latitude IOL	Information Services	Auction	06241
052	07/25/14	Panasonic CF-19 Toughbook	Information Services	Auction	06341
053	07/25/14	Dell Latitude IOL	Information Services	Auction	06227
054	07/25/14	Panasonic CF-19 Toughbook	Information Services	Auction	06339
055	07/25/14	Cisco 2500	Information Services	Auction	5573
056	07/25/14	Panasonic CF- 19	Information Services	Auction	06340
057	07/25/14	Cisco 2500	Information Services	Auction	4968
058	07/25/14	Dell Latitude IOL	Information Services	Auction	06245
059	07/25/14	Cisco 2600	Information Services	Auction	N/A
060	07/25/14	Cisco 2600	Information Services	Auction	N/A
061	07/25/14	Dell Latitude IOL	Information Services	Auction	06244
062	07/25/14	Dell Latitude IOL	Information Services	Auction	06226

**CITY OF ROSENBERG
AUCTION LIST No. 7
August 19, 2014**

STORAGE FORM #	DATE	ITEM	DEPT.	AUCTION OR DESTROY	FIXED ASSET #
063	07/25/14	Dell Latitude IOL	Information Services	Auction	06246
064	07/25/14	Dell Latitude C840	Information Services	Auction	5943
065	07/25/14	Dell Latitude IOL	Information Services	Auction	06042
066	07/25/14	Dell Latitude IOL	Information Services	Auction	06231
067	07/25/14	Dell Latitude IOL	Information Services	Auction	06247
068	07/25/14	Dell Optiplex 745 Computer	Information Services	Auction	06388
069	07/25/14	Dell Latitude D505	Information Services	Auction	06177
070	07/25/14	Dell Latitude D505	Information Services	Auction	06224
071	07/29/14	Motorola Golden Elite Communication System	Information Services- Police/Fire	Auction	N/A
072	07/29/14	Dell Precision 870 (total 4)	Information Services	Auction	N/A
073	07/29/14	Panasonic CF-19 Tough book	Information Services	Auction	06340
074	07/29/14	Panasonic CF-19 Tough book	Information Services	Auction	06341
075	07/29/14	Panasonic CF-19 Tough book	Information Services	Auction	06339
076	07/29/14	Dell Latitude D505	Information Services	Auction	06224
077	07/29/14	Dell Latitude D505	Information Services	Auction	06177
078	07/29/14	Dell Latitude C840	Information Services	Auction	5943
079	07/29/14	Dell Optiplex 745	Information Services	Auction	08125
080	07/29/14	Dell Optiplex 745 Computer	Information Services	Auction	06361
081	07/29/14	Dell Optiplex 745 Computer	Information Services	Auction	06388
082	07/29/14	Dell Optiplex GX 520 Computer	Information Services	Auction	06323
083	07/29/14	Dell Optiplex 755 Computer	Information Services	Auction	06404
084	07/29/14	Dell Latitude 110 L	Information Services	Auction	06241
085	07/29/14	Dell Latitude 110 L	Information Services	Auction	06227
086	07/29/14	Dell Latitude 110 L	Information Services	Auction	06245
087	07/29/14	Dell Latitude 110 L	Information Services	Auction	06244
088	07/29/14	Dell Latitude 110 L	Information Services	Auction	06226
089	07/29/14	Dell Latitude 110 L	Information Services	Auction	06246
090	07/29/14	Dell Latitude 110 L	Information Services	Auction	06242
091	07/29/14	Dell Latitude 110 L	Information Services	Auction	06231
092	07/29/14	Dell Latitude 110 L	Information Services	Auction	06247

**CITY OF ROSENBERG
AUCTION LIST No. 7
August 19, 2014**

STORAGE FORM #	DATE	ITEM	DEPT.	AUCTION OR DESTROY	FIXED ASSET #
093	07/29/14	Cisco 2600	Information Services	Auction	N/A
094	07/29/14	Cisco 2600	Information Services	Auction	N/A
095	07/29/14	Cisco 2500	Information Services	Auction	4968
096	07/29/14	Cisco 2500	Information Services	Auction	5573
097	07/29/14	IBM (monitor)	Information Services	Auction	5724
098	07/29/14	Dell monitor	Information Services	Auction	6641
099	08/07/14	Emerson Portable TV	Information Services	Auction	

VEHICLES AND EQUIPMENT

UNIT:	YEAR:	MAKE:	MODEL:	VIN NUMBER:	MILEAGE:
01-30-86	2009	FORD	EXPEDITION	1FMFU155X9EA 97387	89,676
01-53-12	2002	FORD	F-150	3FTRF17W52MA 21996	103,143
01-25-12	2001	FORD	F-150	1FTRF17W11NA 93914	136,448
01-30-59	2006	FORD	CROWN VICTORIA	2FAFP71W36X1 66563	98,801

-END-



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
C	Ordinance No. 2014-32 - Public Street Right-of-Way Management

ITEM/MOTION

Consideration of and action on Ordinance No. 2014-32, an Ordinance amending the Code of Ordinances by amending Section 24-190 of Article VII of Chapter 24 thereof, establishing surety bonds to guarantee the restoration of right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished; providing an effective date; providing a penalty in an amount not to exceed \$2,000 for violation of any provision hereof; and providing for severability.

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. Ordinance No. 2014-32 - Redlined
2. Ordinance No. 2014-32

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Article VII, of Chapter 24 of the Code of Ordinances addresses public street right-of-way management pertaining to the construction, installation, or operation of facilities within the City's public rights-of-way. More specifically, Section 24-190(b)(7)(f), includes a requirement for an applicant submitting a permit request to file a surety bond in the amount of \$25,000.00 to guarantee the restoration of the right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished. Based on recent experience with the construction of a pipeline to transport oil products under certain City public rights-of-way, staff has determined the \$25,000.00 surety bond amount is insufficient to cover the potential damages that can occur to the public infrastructure such as street and drainage infrastructure. In order to be prepared for future infrastructure construction projects, such as pipelines and telecommunications cables that will be installed in, or cross public right-of-ways, staff has prepared Ordinance No. 2014-32 which will increase the surety bond requirement from \$25,000.00 to \$100,000.00. Staff believes the \$100,000.00 bond is reasonable and should be adequate to cover the restoration costs that would otherwise be incurred by the City in the event an applicant fails to complete a project.

Staff recommends approval of Ordinance No. 2014-32 which increases the surety bond requirement from \$25,000.00 to \$100,000.00 for permitted work performed in the City rights-of-way.

ORDINANCE NO. 2014-32

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY AMENDING SECTION 24-190 OF ARTICLE VII OF CHAPTER 24 THEREOF, ESTABLISHING SURETY BONDS TO GUARANTEE THE RESTORATION OF RIGHT-OF-WAY IN THE EVENT THE APPLICANT LEAVES A JOB SITE IN THE RIGHT-OF-WAY UNSAFE, INCOMPLETE OR UNFINISHED; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Rosenberg, Texas, deems it reasonable and necessary to revise surety bond amounts to guarantee the restoration of right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished, and,

WHEREAS, the City Council of the City of Rosenberg, Texas, deems it reasonable and necessary to require said surety bonds to minimize the expenditure of public funds to restore right-of-way in the event that a job site is left unsafe, incomplete or unfinished; now, therefore,

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

Section 1. The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by amending paragraph (f) of Section 24-190(b)(7) of Article VII of Chapter 24 thereof, and substituting therefor a new paragraph (f) of Section 24-190(b)(7) to provide as follows:

“ARTICLE VII. PUBLIC STREET RIGHT-OF-WAY MANAGEMENT

Sec. 24-190. Registration and construction permits.

- f. Applicant shall file a surety bond from a surety company authorized to do business in the state in the amount of ~~one-hundred~~twenty-five thousand dollars (\$~~100,000.00~~25,000.00) to guarantee the restoration of the right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished.

Section 2. The surety bond requirements adopted by this Ordinance shall become effective immediately upon passage.

Section 3. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part 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:

George E. Hyde, **City Attorney**
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

ORDINANCE NO. 2014-32

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ROSENBERG, TEXAS, BY AMENDING SECTION 24-190 OF ARTICLE VII OF CHAPTER 24 THEREOF, ESTABLISHING SURETY BONDS TO GUARANTEE THE RESTORATION OF RIGHT-OF-WAY IN THE EVENT THE APPLICANT LEAVES A JOB SITE IN THE RIGHT-OF-WAY UNSAFE, INCOMPLETE OR UNFINISHED; PROVIDING AN EFFECTIVE DATE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Rosenberg, Texas, deems it reasonable and necessary to revise surety bond amounts to guarantee the restoration of right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished, and,

WHEREAS, the City Council of the City of Rosenberg, Texas, deems it reasonable and necessary to require said surety bonds to minimize the expenditure of public funds to restore right-of-way in the event that a job site is left unsafe, incomplete or unfinished; now, therefore,

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

Section 1. The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by amending paragraph (f) of Section 24-190(b)(7) of Article VII of Chapter 24 thereof, and substituting therefor a new paragraph (f) of Section 24-190(b)(7) to provide as follows:

“ARTICLE VII. PUBLIC STREET RIGHT-OF-WAY MANAGEMENT

Sec. 24-190. Registration and construction permits.

- f. Applicant shall file a surety bond from a surety company authorized to do business in the state in the amount of one-hundred thousand dollars (\$100,000.00) to guarantee the restoration of the right-of-way in the event the applicant leaves a job site in the right-of-way unsafe, incomplete or unfinished.

***”

Section 2. The surety bond requirements adopted by this Ordinance shall become effective immediately upon passage.

Section 3. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 4. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part 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:

George E. Hyde, **City Attorney**
Denton Navarro Rocha Bernal Hyde & Zech, P.C.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
D	Resolution No. R-1834 - Contract Extension for Mosquito Control Services

ITEM/MOTION

Consideration of and action on Resolution No. R-1834, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a General Services Contract Extension for the provision of mosquito control services, by and between the City and Cypress Creek Pest Control for a period of one (1) year, effective October 01, 2014, in the amount of \$38,000.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

Yes No N/A

Source of Funds:

101-1941-530-5710

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1834
2. Resolution No. R-1691 – 09-03-13
3. City Council Meeting Minute Excerpt – 06-24-14
4. City Council Meeting Minute Excerpt – 09-03-13

APPROVALS

Submitted by:

Jeff Trinker
Executive Director of
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

A new Contract for mosquito control services was executed for FY2014 with the option to renew the Contract for one (1) additional year. The contractor, Cypress Creek Pest Control, has performed in a satisfactory manner, and City staff recommends extension of this Contract for FY2015.

The only anticipated change to Contract is the addition of the paved alley encircling Bayou Park. Cypress Creek Pest Control has stated they will spray this alley at no additional cost. This additional area has been included on the Contract Extension.

The Contract Extension is attached to Resolution No. R-1834 as Exhibit "A". Staff recommends approval of Resolution No. R-1834 as presented.

RESOLUTION NO. R-1834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT EXTENSION FOR THE PROVISION OF MOSQUITO CONTROL SERVICES, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND CYPRESS CREEK PEST CONTROL FOR A PERIOD OF ONE (1) YEAR, EFFECTIVE OCTOBER 01, 2014, IN THE AMOUNT OF \$38,000.

* * * * *

WHEREAS, the City Council has deemed the services provided by Cypress Creek Pest Control to be of a satisfactory nature; now, therefore,

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

Section 1. The City Council hereby authorizes the City Manager to execute a General Services Contract Extension (Contract Extension) for mosquito control services for a period of one (1) year, effective October 01, 2014, in the amount of \$38,000.

Section 2. A copy of such Contract Extension 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**

CONTRACT EXTENSION

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

This CONTRACT EXTENSION is entered into by and between the City of Rosenberg, Texas, a municipal corporation, hereinafter called the "CITY", and Cypress Creek Pest Control, Inc., hereinafter called the "CONTRACTOR";

Whereas, on September 06, 2013, the City and the Contractor entered into a Contract for mosquito control services, hereinafter called the "CONTRACT"; and,

Whereas, under the provisions of Contract, the City may, at its sole discretion, renew the Contract for two (1) additional one-year terms; and,

Whereas, the City desires to renew and extend the Contract for the additional one (1) year term, commencing on October 01, 2014, and expiring September 30, 2015;

Now, therefore, in consideration of the mutual benefits to be derived under the Contract and this Contract Extension, the parties agree as follows:

1. The Contract shall be renewed and extended for an additional one (1) year term, commencing on October 01, 2014, and expiring on September 30, 2015; and,
2. The Contractor shall add the alley surrounding the Bayou Park neighborhood to the list of streets serviced under this Contract at no additional cost; and,
3. All other provisions of the Contract shall remain in full force and effect during the term of this Contract Extension.

IN WITNESS WHEREOF, the parties have executed this Contract Extension as of the _____ day of _____ 2014.

CITY OF ROSENBERG, TEXAS

ATTEST:

Robert Gracia, City Manager

Linda Cernosek, TRMC, City Secretary

CONTRACTOR:

CYPRESS CREEK PEST CONTROL, INC.

By: _____

Name: _____

Title: _____

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF ROSENBERG, TEXAS**

(Version 07/16/2014)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract Extension (Contract) (attached hereto) of Cypress Creek Pest Control, Inc. (Vendor). The Contract involved in this Rider is described as follows:

Contract Extension on the Mosquito Control Contract for the City of Rosenberg

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

14. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

15. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

16. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

17. Tax Exemption.The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required per Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates and Texas Aviation Fuel Distributor license will be furnished upon request. Vendors shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

18. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

19. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

20. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

21. Right to trial by Jury.Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

CITY OF ROSENBERG, TEXAS

Cypress Creek Pest Control, Inc.

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2014

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

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

PRODUCER Dexter & Company 3601 Cedar Springs Rd. Dallas, TX 75219	CONTACT NAME: Shannon McCay PHONE (A/C No. Ext): (214) 526-5646 E-MAIL ADDRESS: smccay@dexterinsurance.com	FAX (A/C No.): (214) 526-6926
	INSURER(S) AFFORDING COVERAGE	
INSURED Cypress Creek Pest Control, Inc. Woodlands Pest Control P O Box 690548 Houston TX 77269	INSURER A: Imperium Insurance Company NAIC # 35408	
	INSURER B: Service Lloyds Insurance Co. NAIC # 43389	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			IIC-GL-02376-00	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			IIC-CA-00474-00	11/1/2013	11/1/2014
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IIC-EX-00174-00	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SRZF20126-14	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

CANCELLATION

jefft@ci.rosenberg.tx.us City of Rosenberg Public Works / Parks and Recreation P O Box 32 Rosenberg, TX 77471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bob Carter/SHANNO <i>J. Robert Carter, III</i>
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RESOLUTION NO. R-1691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDED BID NO. 2013-22 FOR MOSQUITO CONTROL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2013-22 to Cypress Creek Pest Control, Inc., in the amount of \$ 26,350.00 for Mosquito Control Services.

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

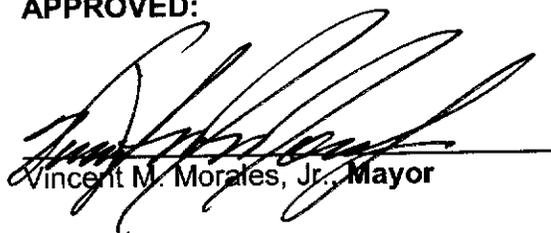
Section 3. A copy of the Proposal is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 3rd day of September 2013.

ATTEST:


Linda Cernosek, City Secretary

APPROVED:


Vincent M. Morales, Jr., Mayor



BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Cypress Creek Pest Control, Inc.
 BUSINESS STREET ADDRESS: 8722 Rockmore Dr. Houston, TX. 77064
 BUSINESS MAILING ADDRESS: PO Box 690548 Houston, TX. 77269
 BUSINESS TELEPHONE NUMBER: (281) 469-2679
 AFTER HOURS/SUPERVISOR TELEPHONE NUMBER: (281) 222-0806
 BUSINESS FAX NUMBER: (281) 469-4720
 EMAIL ADDRESS: LHUTSON@CYPRESSCREEKPESTCONTROL.COM
 COUNTY: Harris/Galveston MINORITY OWNED?: No #OF EMPLOYEES 52

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: L.L.C. L.L.P.
 YEAR EST. 1968 NO. OF YEARS IN BUSINESS 46 FEDERAL ID NO. 74-2032986
 NATURE OF BUSINESS: Pest Control / Mosquito Control

PRINCIPALS:
 NAME: James Mark Ivey TITLE: President
 NAME: Suzanne Ivey TITLE: Vice President

 BANK REFERENCE: Neus Fargo Champions
 NAME OF BANK OFFICER: Tom
 ADDRESS / CITY / STATE / ZIP: 6600 Fm 1960 West
Houston, TX. 77069
 PHONE NO: (281) 444-4400

BIDDER CERTIFICATION

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

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

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

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY:

CYPRESS CREEK PEST CONTROL, INC.

AGENT'S NAME:

LEGG HUTTON

AGENT'S TITLE:

VICE PRESIDENT

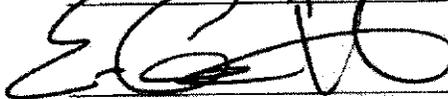
MAILING ADDRESS:

P.O. BOX 690548

CITY, STATE, ZIP:

HOUSTON, TX. 77269

AUTHORIZED SIGNATURE:



DATE OF BID:

AUGUST 13, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2012

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

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

PRODUCER Dexter & Company 3601 Cedar Springs Rd. Dallas, TX 75219	CONTACT NAME: Shannon McCay
	PHONE (A/C No. Ext): (214) 526-5646 FAX (A/C No.): (214) 526-6926 E-MAIL ADDRESS: smccay@dexterinsurance.com
INSURED Cypress Creek Pest Control, Inc. Woodlands Pest Control P O Box 690548 Houston TX 77269	INSURER(S) AFFORDING COVERAGE
	INSURER A: SPARTA Insurance Company NAIC # 20613
	INSURER B: Security National Insurance Co. 19879
	INSURER C: Service Lloyds Insurance Co. 43389
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		011GL0363501	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		SPP1002055 03	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					
A	UMBRELLA LIAB EXCESS LIAB		011UM00644	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	SRZD20126-12	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bob Carter/SHANNO <i>J. Robert Carter, III</i>

City of Rosenberg Mosquito Control
Responsible Party List

Certified Commercial Applicator – James “Zach” Ivey
TDA # 0571616

Technicians –

- John Morgan – TDA #0596735
- Jonathan Caraway – TDA #0605456
- Timothy Ball – TDA #0586973

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES 21



TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847

1-877-542-2474

For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE

www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

TDA TPCL No. : 0567700

SPCB TPCL : 2052

Issue Date : 10/31/2012

CYPRESS CREEK PEST CONTROL INC

Expiration Date : 10/31/2013

8722 ROCKMORE
HOUSTON TX 77064

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION AT ALL TIMES.

**TEXAS DEPARTMENT OF AGRICULTURE
STRUCTURAL PEST CONTROL SERVICE**

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877) 542-2474



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.tda.state.tx.us/spcs

COMMERCIAL CERTIFIED APPLICATOR

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

JAMES IVEY

CYPRESS CREEK PEST CONTROL INC

8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700

License No. : 0571616

SPCB TPCL : 2052

Expires : 10/31/2013

Categories:
T,P

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12947 AUSTIN, TX 78711-2847

(877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.agr.state.tx.us



COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JOHN MORGAN III
CYPRESS CREEK PEST CONTROL INC
8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700
Technician No. : 0596735
SPCB TPCL : 2052
Expires : 10/31/2013

Categories:
T,P

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION.

TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.agr.state.tx.us

COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JONATHAN CARAWAY

CYPRESS CREEK PEST CONTROL INC

8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700

Technician No. : 0605456

SPCB TPCL : 2052

Expires : 10/31/2013

Categories:
T,P

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.agr.state.tx.us

COMMERCIAL TECHNICIAN LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

TIMOTHY BALL

CYPRESS CREEK PEST CONTROL INC

8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700

Technician No. : 0586973

SPCB TPCL : 2052

Expires : 10/31/2013

Categories:

P

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Cypress Creek Pest Control, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

CITY OF ROSENBERG
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

E. [Signature]

Signature of person doing business with the governmental entity

AUGUST 13, 2013

Date

BIDDER CUSTOMER / CLIENT REFERENCES

References must be for clients with two (2) years or more successful service.

1. COMPANY NAME: City of Sugar Land, Tx.
ADDRESS: 2700 Town Center Blvd. North
CITY / STATE / ZIP: Sugar Land, Tx. 77479
PHONE NO: (281) 275-2481
LENGTH OF CONTRACT: 10 YEARS
NAME OF CONTACT: Henry Vavrecka

2. COMPANY NAME: City of Missouri City, Tx.
ADDRESS: 1522 Texas Parkway
CITY / STATE / ZIP: Missouri City, Tx. 77489
PHONE NO: (281) 814-2612
LENGTH OF CONTRACT: 8 YEARS
NAME OF CONTACT: JEFF KOKES

3. COMPANY NAME: City of Tomball, Tx
ADDRESS: 401 Market
CITY / STATE / ZIP: Tomball, Tx. 77375
PHONE NO: (281) 321-2570, (281) 290-1425
LENGTH OF CONTRACT: 21 YEARS
NAME OF CONTACT: Sandra Martin

Contractor's Information Report

5.3 All equipment (including support equipment) to be used by the Contractor shall be listed as part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the City. Such approval may require on-site demonstration of the capability of any proposed equipment.

Work Plan

Please list all equipment and support equipment:

(Provide proof that application equipment used to apply a restricted-use or state-limited-use pesticide is registered with the Texas Department of Agriculture and properly identified by a license decal.)

CYPRESS CREEK PEST CONTROL, INC. WILL COMPLETE EACH SPRAY CYCLE COVERING ALL STREETS WITHIN THE CITY OF HOUSTON UTILIZING HATE MODEL CHEVY TRUCKS EQUIPPED WITH CUSTOM BUILT U.L.V. GOLD FOG MOSQUITO SPRAYERS BUILT BY C.C.P.C. ALL SPRAYING WILL BE PERFORMED AT A FLOW RATE OF 4 GAL. / MINUTE, AT A SPEED NOT TO EXCEED 12 MPH. EACH SPRAY CYCLE WILL BE COMPLETED IN ONE NIGHT WITH 2 TRUCKS. ALL MOSQUITO TECHNICIANS ARE LICENSED WITH THE TEXAS DEPT. OF AGRICULTURE. EACH C.C.P.C. SERVICE TRUCK IS EQUIPPED WITH G.P.S. TRACKING AND REPORTING SYSTEM.

Provide a copy of Texas Department of Agriculture Business Registration:

SENT NEXT PAGE FOR LICENSES

Quote Worksheet

Completed written quotes for **Mosquito Control Services** must be received by the Assistant to the City Manager, Jeff Trinker, of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, or by email to jefft@ci.rosenberg.tx.us. Written quotes will be accepted until **10:00 a.m., on Wednesday, August 14, 2013**. For questions regarding bid specifications, please call 832-595-3314.

The Contractor may submit a written quote in person, by U.S. Mail, or by email for consideration; no facsimiles will be accepted. Include proof of insurance, proof of pesticide licenses, conflict of interest questionnaire, reference sheet, Contractor's work plan, and bid tabulation in your submittal.

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

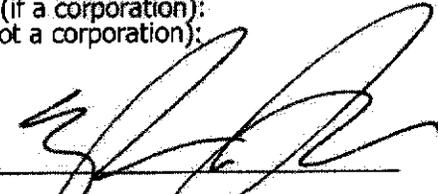
DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	TOTAL PRICE 2013-2014	OPTIONAL ONE-YEAR EXTENSION 2014-2015
1. Complete Spraying Cycle One application of mosquito control chemicals on each and every street (approximately 167.9 street miles) within the City of Rosenberg provided by the Contractor on a lump sum basis to ensure complete coverage.	30	Each	\$ <u>845</u>	\$ <u>25,350</u>	\$ <u>25,350</u>
2. Special Request Spraying Application of mosquito control chemicals in specific areas as requested by the City and provided by the Contractor on an hourly basis.	15	Hours	\$ <u>48</u> per hour	\$ <u>720</u>	\$ <u>720</u>
3. Larvicide Pellets	10	Lbs	\$ <u>28</u>	\$ <u>280</u>	\$ <u>280</u>
			Total Bid Amount	\$ <u>26,350</u>	\$ <u>26,350</u>
Alternate Bid: Thermal fogging of storm drains at Seabourne Creek Sports Complex in specific areas and designated times as requested by the City and provided by the Contractor.	8	Each	\$ <u>25</u>	\$ <u>200</u>	\$ <u>200</u>

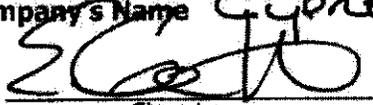
ACCEPTANCE OF WRITTEN QUOTES:

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

DATE: AUGUST 13, 2013
BIDDER: CYPRESS CREEK PEST CONTROL, INC

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

BY: 
NAME: Zachary Ivins
TITLE: Vice President

Company's Name CYPRESS CREEK PEST CONTROL, INC
BY: 
Signature
E. LEE HUTSON
Printed or Typed Name
8722 ROCKMORE DRIVE
Street Address
HOUSTON, TX. 77064
City, State & Zip Code
(281) 469-2679
Area Code and Phone

- First year cost
(capital+personnel+O&M)
\$317,929

- Subsequent year costs
(personnel + O&M)
\$97,929 x 6

- **Seven Year Total: \$905,903**

- \$87,000 / year x 7 years

- **Seven Year Total: \$609,000**

- ***Contracted Sweeping***

- Current annual street sweeping budget: \$70,000
- Based on previous bids, expected future budget: \$85,000 - \$90,000
- Seven (7) year total: \$600,000 - \$ 630,000
- After Council discussion, although not all Councilors wanted to move forward, the general consensus was to move forward with purchasing a street sweeper.
- Robert Gracia, City Manager stated we are in the process of discussing budget and we will look at it to see how it will impact the budget.
- No action was taken on the item.

5. **REVIEW AND DISCUSS ROSENBERG'S JANITORIAL AND MOSQUITO CONTROL SERVICES CONTRACTS FOR FY2015, AND TAKE ACTION AS NECESSARY TO DIRECT TO STAFF.**

Executive Summary: New contracts for Janitorial and Mosquito Control Services were executed for FY2014 with the option to renew for one (1) additional year. As contractors, Claron Building Maintenance, Inc. (janitorial), and Cypress Creek Pest Control (mosquito control), have performed in a satisfactory manner, City staff recommends extension of these Contracts for FY2015.

Staff expects minimal alterations to these Contracts for their extension next year. Janitorial service will be added to both the Parks and Recreation and Animal Control facilities; neither of these facilities was previously provided with janitorial service. The Parks facility will be cleaned for \$433 per month, or \$5,196 per year. The Animal Control facility will be cleaned for \$650 per month, or \$7,800 per year. These additional services will increase the annual Contract amount from \$50,536 to \$63,532.

The only anticipated change to the Mosquito Control Services Contract is the addition of the paved alley circling Bayou Park Subdivision. Cypress Creek Pest Control is currently working on the cost associated with this addition.

Should City Council direct staff to move forward with the contract extensions as presented, they will be placed on a future Agenda for consideration.

Key discussion points:

- Jeff Trinker gave an overview of the item as outlined in the Executive Summary.

Questions:

- **Q:** Is staff comfortable with the current Janitorial Contract?
- **A:** Yes.
- **Q:** Were area contractors offered the contract?
- **A:** Yes.
- **Q:** Why is the paved alley circling Bayou Park being added to the Mosquito Control Contract?
- **A:** That particular alley is like a service road with a ditch where water collects.
- The general consensus of Council was to extend both the Janitorial and Mosquito contracts.
- No action was taken on the item.

6. **REVIEW AND DISCUSS THE BUSINESS ASSISTANCE GRANT PROGRAM GUIDELINES AND CRITERIA, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.**

Executive Summary: This item has been added to the Agenda to allow for review of the Business Assistance Grant Program Guidelines and Criteria and to propose possible revisions.

Should City Council wish to revise the Guidelines and Criteria, staff will return with the requested revisions for consideration on a future City Council Agenda.

Key discussion points:

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1690, a Resolution awarding Bid No. 2013-21 for Janitorial Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

Questions/Comments:

- Councilor McConathy thanked Jeff Trinker for including her suggestion regarding deep cleaning carpet in the Council Chamber.

Upon voting the motion carried by a unanimous vote.

9. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1691, A RESOLUTION AWARDED BID NO. 2013-22 FOR MOSQUITO CONTROL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

Executive Summary: With Bid No. 2013-22, the City of Rosenberg requested written quotes for Mosquito Control Services from seven (7) contractors (and posted the bid in the newspaper) and received two (2) responses. Of those responses, one (1) contractor provided qualifying documentation with their written quote. One (1) no-bid was received.

A summary of the bids was included in the agenda packet for review. Cypress Creek Pest Control, Inc., submitted the only bid in the amount of \$26,350.00 (a decrease from the FY13 bid of \$26,915.00) which includes complete spray cycle of 168 street miles in the City Limits, special request spraying, and distribution of larvicide pellets. An alternate bid was received for thermal fogging of storm drains at Seabourne Creek Regional Sports Complex in the amount \$800.00. Cypress Creek Pest Control, Inc., has satisfactorily performed these services for the City since 2009.

Should City Council award this bid to Cypress Creek Pest Control, the proposal will be added to Resolution No. R-1691 to serve as Exhibit "A". Staff recommends approval of Resolution No. R-1691, awarding Bid No. 2013-22 to Cypress Creek Pest Control, Inc., in the amount of \$26,350.00 for Mosquito Control Services for a one (1) year term; and, authorizing the Interim City Manager to negotiate and execute all required documentation.

Key discussion points:

- Jeff Trinker gave an overview of the item regarding Resolution No. R-1691.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1691, a Resolution awarding Bid No. 2013-22 for Mosquito Control Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

Questions/Comments:

- Councilor Benton asked if this includes the newly annexed areas. Jeff Trinker stated yes.
- Councilor Benton asked who the no bid was from. Jeff Trinker stated it was from Gillen Pest Control. They responded to the email sent out to the vendors.
- Councilor Bolf referenced the Alternate Bid of \$800.00 for Seabourne Park and asked if that is included in the \$26,350? Jeff Trinker stated the alternates are not included in the base bid but we budget more than what we know they are going to bid. The reason for that is because there are things like the alternates that need to be done depending on the mosquito season.

Upon voting the motion carried by a unanimous vote.

10. REVIEW AND DISCUSS USE OF CITY FUNDS TO RELOCATE MAILBOXES FOR PRIVATE CITIZENS, FROM A SITE GENERALLY LOCATED ON STATE HIGHWAY 36S TO KAY CEE DRIVE, AND TAKE ACTION AS NECESSARY.

Executive Summary: Certain citizens, located in District No. 2 and that reside in the neighborhood near the Kay Cee Drive, have requested that the City remove and relocate their free standing mailboxes currently located on the east side of State Highway 36S (SH 36S) directly across from the American Legion Hall. Some of the citizens affected have indicated that the current location of the mailboxes has proven to be difficult and/or dangerous for them to retrieve their mail due to the traffic



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
E	Resolution No. R-1835 - Contract Extension for Janitorial Services
ITEM/MOTION	
Consideration of and action on Resolution No. R-1835, a Resolution authorizing the City Manager to execute, for and behalf of the City, a General Services Contract Extension for the provision of janitorial services, by and between the City and Claron Building Maintenance, for a period of one (1) year, effective October 01, 2014, in the amount of \$58,336.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

Yes No N/A

Source of Funds:

- 101-1800-510-5715
- 101-1935-530-5715
- 101-1953-540-5715
- 101-3000-520-5715
- 101-3034-520-5715
- 560-1951-540-5715

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

SUPPORTING DOCUMENTS:

1. Resolution No. R-1835
2. Resolution No. R-1690 – 09-03-13
3. City Council Meeting Minute Excerpt – 06-24-14 – Please refer to previous Agenda item
4. City Council Meeting Minute Excerpt – 09-03-13

MUD #: N/A**APPROVALS****Submitted by:**

Jeff Trinker
Executive Director of
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

A new Contract for janitorial services was executed for FY2014 with the option to renew for one (1) additional year. The contractor, Claron Building Maintenance, Inc., has performed in a satisfactory manner. City staff recommends extension of this Contract for FY2015.

Janitorial service will be added to the Contract Extension for the Animal Control facility for \$650 per month, or \$7,800 per year. This will increase the annual Contract amount from \$50,536 to \$58,336.

The Contract Extension is attached to Resolution No. R-1835 as Exhibit "A". Staff recommends approval of Resolution No. R-1835 as presented.

RESOLUTION NO. R-1835

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT EXTENSION FOR THE PROVISION OF JANITORIAL SERVICES, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND CLARON BUILDING MAINTENANCE, FOR A PERIOD OF ONE (1) YEAR, EFFECTIVE OCTOBER 01, 2014, IN THE AMOUNT OF \$58,336.

* * * * *

WHEREAS, the City Council has deemed the services provided by Claron Building Maintenance to be of a satisfactory nature; now, therefore,

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

Section 1. The City Council hereby authorizes the City Manager to execute General Services Contract Extension (Contract Extension) for janitorial services for a period of one (1) year, effective October 01, 2014, in the amount of \$58,336.

Section 2. A copy of such Contract Extension 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**

CONTRACT EXTENSION

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

This CONTRACT EXTENSION is entered into by and between the City of Rosenberg, Texas, a municipal corporation, hereinafter called the "CITY", and Claron Building Maintenance, hereinafter called the "CONTRACTOR";

Whereas, on September 9, 2013, the City and the Contractor entered into a Contract for janitorial services for the City of Rosenberg, hereinafter called the "CONTRACT"; and,

Whereas, under the provisions of Contract, the City may, at its sole discretion, renew the Contract for one (1) additional one-year term; and,

Whereas, the City desires to renew and extend the Contract for the additional one (1) year term, commencing on October 1, 2014 and expiring September 30, 2015;

Now, therefore, in consideration of the mutual benefits to be derived under the Contract and this Contract Extension, the parties agree as follows:

1. The Contract shall be renewed and extended for an additional one (1) year term, commencing on October 1, 2014, and expiring on September 30, 2015; and,
2. The Contract shall include the addition of janitorial services at the Rosenberg Animal Control Facility for \$650 per month (\$7,800 annually).
3. All other provisions of the Contract shall remain in full force and effect during the term of this Contract Extension.

IN WITNESS WHEREOF, the parties have executed this Contract Extension as of the _____ day of _____ 2014.

CITY OF ROSENBERG, TEXAS

ATTEST:

Robert Gracia, City Manager

Linda Cernosek, TRMC, City Secretary

CONTRACTOR:

CLARON BUILDING MAINTENANCE

By: J. Monroe

Name: Tammy Monroe

Title: President

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF ROSENBERG, TEXAS**

(Version 07/16/2014)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by *a specifically executed provision* within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract Extension (Contract) (attached hereto) of Claron Building Maintenance (Vendor). The Contract involved in this Rider is described as follows:

Contract Extension on the Janitorial Services Contract for the City of Rosenberg

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.
- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the contractor will shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

14. Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

15. Liens. Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

16. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

17. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required per Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates and Texas Aviation Fuel Distributor license will be furnished upon request. Vendors shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.

18. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

19. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

20. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

21. Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

CITY OF ROSENBERG, TEXAS

Claron Building Maintenance

By: _____

 _____

Title: _____

Title: President _____

Date: _____

Date: 8-13-14 _____



Policy Number:

Date Entered: 8/14/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2014

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

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

PRODUCER Keenan Insurance & Financial Services 6263 Cypress Creek Pkwy Houston, Texas 77069	CONTACT NAME:		
	PHONE (A/C, No, Ext): (281) 580-8554	FAX (A/C, No): (281) 580-7381	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CLARON BUILDING MAINTENANCE PO BOX 771786 HOUSTON, TX 77215	INSURER A:	Truck Insurance Exchange	21709
	INSURER B:	FARMERS INSURANCE GROUP	21652
	INSURER C:	MID CENTURY INSURANCE	21687
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			605469806	06/27/2014	06/27/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			605856954	08/14/2014	08/14/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A07085042	6/27/2014	06/27/2015	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Rosenberg 2110 4th Street Rosenburg Texas 77471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John C Keenan</i>

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RESOLUTION NO. R-1690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARING BID NO. 2013-21 FOR JANITORIAL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

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

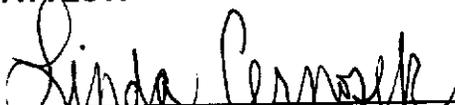
Section 1. The approval and award of Bid No. 2013-21 to Claron Building Maintenance, Inc in the amount of \$ 50,536.00 for Janitorial Services.

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

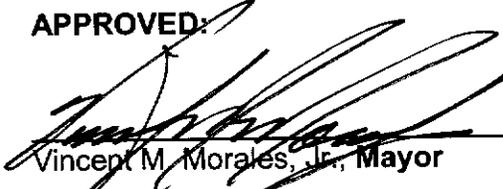
Section 3. A copy of the Proposal is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 3rd day of September 2013.

ATTEST:


Linda Cernosek, City Secretary

APPROVED:


Vincent M. Morales, Jr., Mayor



BID PROPOSAL**City of Rosenberg Janitorial Services
BID NO. 2013-21**

Proposals must be submitted in triplicate. Completed bid proposal will be received by the City Secretary's Office of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, until 10:00 a.m., on **Wednesday, August 14, 2013.**

The Contractor may submit in person or by mail for consideration. The Bidder Certification, Bidder Information, and the Client Reference sheets must accompany the bid proposal sheet. No proposal will be considered without the completed required documents. Submit the attached Conflict of Interest Questionnaire (CIQ) with proposal.

LOCATION	APPROX. SQ/FT	Year	
		Year 1	Year 2
1. Rosenberg City Hall 2110 4th Street	16,710	\$ 13,200.00	\$ 13,200.00
2. Rosenberg Civic Center 3825 Hwy 36 South	15,500	\$ 15,600.00	\$ 15,600.00
3. Rosenberg Police Dept. 2120 4th Street	15,000	\$ 13,200.00	\$ 13,200.00
4. Rosenberg Annex. Bldg. 2220 4th Street	3,840	\$ 5,736.00	\$ 5,736.00
LUMP SUM TOTALS		\$ 47,736.00	\$ 47,736.00

Alternate and Special Service Bid Totals	
Alternate Bid Item #1: Cleaning of All Interior and Exterior Glass Windows and Doors at City Hall, Police Department, and Civic Center. (The Annex Building only has two windows and is not included.) (1x)	\$ 1,500.00
Alternate Bid Item #2: Civic Center - Deep clean carpet in Main Hall (A,B,C), Lobby, Hallways and Offices, to include stain removal and protectant (1x).	\$ 800.00
Alternate Bid Item #3: Civic Center - Deep clean carpet in rooms E, MM and B, to include stain removal and protectant (1x).	\$ 500.00

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

It is understood and agreed that this price bid includes the furnishings of all superintendence, material, labor, tools and equipment necessary for the execution of the work bid upon, complete in every detail, in accordance with Specifications.

It is further agreed that the quantities of materials or services to be furnished at unit prices may be increased or diminished as may be considered necessary, in the opinion of the City at its sole discretion, to complete the project fully as planned and contemplated, and that all quantities of materials or services, whether

increased or decreased, are to be supplied at the unit price amounts set forth above. It is understood and agreed that the work is to be completed in full within the time requirements as specifically provided in the Technical Specifications of this bid.

ACCEPTANCE OF BID PROPOSAL:

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

DATE: 8-13-13

BIDDER: Claron Building Maintenance
Company's Name

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

BY: J Monroe
Signature

BY: Claron Building Maintenance

Tammy Monroe
Printed or Typed Name

NAME: Tammy Monroe

9630 Clarewood Dr. D1
Street Address

TITLE: President

Houston, TX 77036
City, State and Zip Code

713-524-7001
Area Code and Phone Number

BIDDER CERTIFICATION

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

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

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

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: Claron Building Maintenance

AGENT'S NAME: Tammy Monroe

AGENT'S TITLE: President

MAILING ADDRESS: P O Box 771786

CITY, STATE, ZIP: Houston, Tx 77215

AUTHORIZED SIGNATURE: J Monroe

DATE OF BID: 8-13-13

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Claron Building Maintenance, Inc.
BUSINESS STREET ADDRESS: 9630 Clarewood Dr D1 Houston, Tx 77036
BUSINESS MAILING ADDRESS: P O Box 771786 Houston, Tx 77215
BUSINESS TELEPHONE NUMBER: 713-524-7001
AFTER HOURS SUPERVISOR NUMBER: 713-550-7945
BUSINESS FAX NUMBER: 713-524-1651
EMAIL ADDRESS: claronservices@aol.com
COUNTY: Harris MINORITY OWNED?: yes #OF EMPLOYEES 15

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

YEAR EST. 1987 NO. OF YEARS IN BUSINESS 27 FEDERAL ID NO. 76-0431437

NATURE OF BUSINESS: Janitorial Services

PRINCIPALS:

NAME: Tammy Monroe TITLE: President

NAME: Hanna Ferris TITLE: Vice-President

BANK REFERENCE: Bank of America

NAME OF BANK OFFICER: Donna Duncan

ADDRESS / CITY / STATE / ZIP: 12605 East Freeway Suite 108
Houston, TX 77015

PHONE NO. 888-852-5000

BIDDER CUSTOMER / CLIENT REFERENCES

1. COMPANY NAME: City of West University
ADDRESS: 3800 University Blvd
CITY / STATE / ZIP: Houston, TX 77005
PHONE NO. 713-662-5892

NAME OF CONTACT: Susan White

2. COMPANY NAME: ER Solutions

ADDRESS: 10750 Hammerly

CITY / STATE / ZIP: Houston, TX

PHONE NO. 281-529-3159

NAME OF CONTACT: Sarah Selzey

3. COMPANY NAME: City of Rosenberg Parks

ADDRESS: 2110 4th Street

CITY / STATE / ZIP: Rosenberg, TX 77471

PHONE NO. 832-595-3300

NAME OF CONTACT: Darren MacCarthy

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 J. Monroe
Signature of person doing business with the governmental entity

8-13-13
Date

EXHIBIT A

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

- 1) Procedures of Negotiated Purchases Not Subject to Competitive Bidding. Purchase requisitions for \$5,001 to \$50,000. Purchases in excess of \$5,000 will require written competitive price quotations from at least three (3) vendors. Failure of the vendor to provide price quotations in writing may be grounds for exclusion of that vendor from the purchasing request.
 - a) Purchases between \$5,000 and \$50,000 will require a certificate of insurance on award of contract for General Liability coverage naming the City of Rosenberg (City) as an additional insured.
 - b) No bidders' bond or cashiers' check will be required as bid security.
- 2) Purchase Subject to Competitive Bidding. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council, except as otherwise provided in the Purchasing Policy. Such purchases shall be solicited by formal competitive bids or proposals. Purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of the Purchasing Policy.
 - a) For one-time jobs in excess of \$50,000, the City will require \$500,000 General Liability coverage, as well as Employers' Liability coverage, with the City being named as an additional insured.
 - b) For more significant work, (i.e. infrastructure construction, etc.), the City will require \$1,000,000 in General Liability coverage minimum combined single-limit General Liability coverage per occurrence and \$2,000,000 General Aggregate for bodily injury and property damage coverage, as well as Employers' Liability coverage. If the work will exceed \$1,000,000 these limits may be increased upon recommendation of the City Manager. The City will be named as an additional insured.
 - c) Workers' Compensation coverage will be required as set forth by State Law.
 - d) Vehicle Liability Insurance coverage will be required as the same limits as General Liability coverage for any contractor who uses his own vehicles in the course of the work (not just driving to and from, but actually performing the work).
 - e) For work in an amount greater than \$50,000 (rather than the \$25,000 current requirement in our Purchasing Manual), an Official Bidders' Bond signed by the Surety and Bidder, Cashiers' Check, Certified Check, or a letter of credit from an FDIC insured bank in an amount equal to five (5) percent of the total cost of the project will be required with each submitted proposal. Said bid security shall also serve as guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with time and specifications of the Request for Proposal.

Procurement of Professional Services

Procurement of Professional Services shall remain the same with the following exception*:

- a) Although contracts for professional services may not be awarded on the basis of competitive bids, the City Council must authorize any professional service contract which will exceed \$50,000, on the basis of the above criteria.
- b) Professional services rendered to the City which do not exceed \$50,000 in any fiscal year must be approved for payment by the Department Head of the user department, the Finance Director, and the City Manager, as provided herein.

* The only change is to increase the bidding limit from \$25,000 to \$50,000.

1	\$4,170	\$67,320	\$3,825	\$71,400	\$146,715
2	\$4,170	\$67,320	\$3,825	\$71,400	\$146,715
3	\$4,170	\$67,320	\$3,825	\$81,600	\$156,915
4	\$4,170	\$67,320	\$3,825	\$81,600	\$156,915
5	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
6	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
7	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
8	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
9	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
10	\$4,170	\$67,320	\$3,825	\$91,800	\$167,115
Total	\$41,700	\$673,200	\$38,250	\$856,800	\$1,609,950

At the end of the ten (10) year period, Aldi would be taxed at one hundred percent (100%).

In addition to the \$1,609,950 in new property taxes over the next ten (10) years, the project will also generate revenues from the sales tax on building materials, roll back taxes (the difference between the taxes paid on the land's agricultural value and the taxes that would have been paid if the land had been taxed on its higher market value for the previous five (5) years), impact fees (estimated \$132,990), and building permit fees (estimated \$139,070).

Should City Council approve the Tax Abatement Agreement, Aldi will complete the improvements and begin operations by October 2015. Resolution No. R-1682 will authorize the Interim City Manager to execute the associated Tax Abatement Agreement, attached to Resolution No. R-1682 as Exhibit "A".

Staff recommends approval of Resolution No. R-1682 as presented.

Key discussion points:

- Matt Fielder gave an overview of the item regarding Resolution No. R-1682. The new completion date of March 1, 2017 was included in the agreement.

Action: Councilor McConathy made a motion, seconded by Councilor Euton to approve Resolution No. R-1682, a Resolution authorizing the Interim City Manager to execute, for and on behalf of the City, a Tax Abatement Agreement, by and between the City and Aldi (Texas), L.L.C. The motion carried by a unanimous vote.

8. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1690, A RESOLUTION AWARDDING BID NO. 2013-21 FOR JANITORIAL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

Executive Summary: On July, 28, 2013, a request for quotes for Janitorial Services was published in the newspaper. Staff also distributed the contract specifications to thirty (30) vendors on the City's janitorial vendor list. On Wednesday, August 14, 2013, bids were received and opened for the City of Rosenberg (City) Janitorial Services Contract. A total of three (3) bids were received as well as two (2) late bids that had to be returned unopened.

A summary of the bids was attached in the agenda packet for review. Claron Building Maintenance, Inc. (Claron) submitted the lowest base bid in the amount of \$47,736.00. Including the three (3) alternate bid items, the total bid for Claron comes to \$50,536.00. Claron has been providing interim janitorial services since July 2013 and staff has generally found the company responsive to City staff needs and requests.

Should City Council award this bid as recommended, the proposal will be attached to Resolution No. R-1690 as Exhibit "A". Staff recommends awarding Bid No. 2013-21 to Claron Building Maintenance, Inc., in the total amount of \$50,536.00 for the Janitorial Services Contract for a one (1) year term; and, authorizing the Interim City Manager to negotiate and execute all required documentation.

Key discussion points:

- Jeff Trinker, Assistant to the City Manager gave an overview of the item regarding Resolution No. R-1690.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1690, a Resolution awarding Bid No. 2013-21 for Janitorial Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

Questions/Comments:

- Councilor McConathy thanked Jeff Trinker for including her suggestion regarding deep cleaning carpet in the Council Chamber.

Upon voting the motion carried by a unanimous vote.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1691, A RESOLUTION AWARDED BID NO. 2013-22 FOR MOSQUITO CONTROL SERVICES; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.**

Executive Summary: With Bid No. 2013-22, the City of Rosenberg requested written quotes for Mosquito Control Services from seven (7) contractors (and posted the bid in the newspaper) and received two (2) responses. Of those responses, one (1) contractor provided qualifying documentation with their written quote. One (1) no-bid was received.

A summary of the bids was included in the agenda packet for review. Cypress Creek Pest Control, Inc., submitted the only bid in the amount of \$26,350.00 (a decrease from the FY13 bid of \$26,915.00) which includes complete spray cycle of 168 street miles in the City Limits, special request spraying, and distribution of larvicide pellets. An alternate bid was received for thermal fogging of storm drains at Seabourne Creek Regional Sports Complex in the amount \$800.00. Cypress Creek Pest Control, Inc., has satisfactorily performed these services for the City since 2009.

Should City Council award this bid to Cypress Creek Pest Control, the proposal will be added to Resolution No. R-1691 to serve as Exhibit "A". Staff recommends approval of Resolution No. R-1691, awarding Bid No. 2013-22 to Cypress Creek Pest Control, Inc., in the amount of \$26,350.00 for Mosquito Control Services for a one (1) year term; and, authorizing the Interim City Manager to negotiate and execute all required documentation.

Key discussion points:

- Jeff Trinker gave an overview of the item regarding Resolution No. R-1691.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1691, a Resolution awarding Bid No. 2013-22 for Mosquito Control Services; and, authorizing the Interim City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

Questions/Comments:

- Councilor Benton asked if this includes the newly annexed areas. Jeff Trinker stated yes.
- Councilor Benton asked who the no bid was from. Jeff Trinker stated it was from Gillen Pest Control. They responded to the email sent out to the vendors.
- Councilor Bolf referenced the Alternate Bid of \$800.00 for Seabourne Park and asked if that is included in the \$26,350? Jeff Trinker stated the alternates are not included in the base bid but we budget more than what we know they are going to bid. The reason for that is because there are things like the alternates that need to be done depending on the mosquito season.

Upon voting the motion carried by a unanimous vote.

10. **REVIEW AND DISCUSS USE OF CITY FUNDS TO RELOCATE MAILBOXES FOR PRIVATE CITIZENS, FROM A SITE GENERALLY LOCATED ON STATE HIGHWAY 36S TO KAY CEE DRIVE, AND TAKE ACTION AS NECESSARY.**

Executive Summary: Certain citizens, located in District No. 2 and that reside in the neighborhood near the Kay Cee Drive, have requested that the City remove and relocate their free standing mailboxes currently located on the east side of State Highway 36S (SH 36S) directly across from the American Legion Hall. Some of the citizens affected have indicated that the current location of the mailboxes has proven to be difficult and/or dangerous for them to retrieve their mail due to the traffic



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
F	Resolution No. R-1836 – Professional Services Agreement for Facilities Master Plan

ITEM/MOTION

Consideration of and action on Resolution No. R-1836, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, a Professional Services Agreement for services related to the creation of a Facilities Master Plan, by and between the City and Pierce Goodwin Alexander and Linville (PGAL) in an amount not to exceed \$52,500.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

410-0000-550-5710

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1836
2. City Council Meeting Minutes - 06-30-14

APPROVALS

Submitted by:

Jeff Trinker
Executive Director of
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

At the June 30, 2014 Special City Council Meeting, the City Council authorized the City Manager to negotiate with PGAL, for and on behalf of the City, a Professional Services Agreement for services related to the creation of a Facilities Master Plan. The proposed fees for the Facilities Master Plan break down as follows:

- Basic Services: \$30,000
- Reimbursable Expenses: \$2,500 (estimate)
- Level II Building Analysis (mechanical, electrical and plumbing systems): \$4,000 per building

Total fees for this Agreement, attached to Resolution No. R-1836 as Exhibit "A", are not to exceed \$52,500.

Staff recommends approval of Resolution No. R-1836 as presented.

RESOLUTION NO. R-1836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A PROFESSIONAL SERVICES AGREEMENT FOR SERVICES RELATED TO THE CREATION OF A FACILITIES MASTER PLAN, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND PIERCE GOODWIN ALEXANDER AND LINVILLE (PGAL), IN AN AMOUNT NOT TO EXCEED \$52,500.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to negotiate and execute a Professional Services Agreement (Agreement) by and between the City and PGAL for the creation of a Facilities Master Plan in an amount not to exceed \$52,500.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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

PROFESSIONAL SERVICES AGREEMENT

**FACILITIES MASTER PLAN
for
ROSENBERG, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

KNOW BY THESE PRESENTS:

This Agreement made this _____ day of _____, 2014, by and between the City of Rosenberg, Texas, acting by and through Robert Gracia, City Manager, hereinafter referred to as the "CLIENT," and Pierce Goodwin Alexander and Linville (PGAL), acting by and through its Principal, Mr. Paul D. Bonnette, AIA, with an office located at 3131 Briarpark Dr. Houston, TX 77042, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

**ARTICLE I
CONSULTANT**

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional services related to the Facilities Master Plan as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. The CONSULTANT shall complete the Scope of Services and shall submit reports to the CLIENT as deemed appropriate by CONSULTANT or agreed by and between CONSULTANT and CLIENT.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional architect under similar circumstances for the preparation of a Facilities Master Plan and to which the Agreement applies.

**ARTICLE II
SCOPE OF SERVICES**

2.1 The project will consist of conducting a Facilities Condition and Space Needs Assessment with a secondary goal of consolidating services into as few separate sites as possible. The evaluation will include the square footage requirements for personnel, vehicles, apparatus, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operations of each department. Below are the major City facilities along with estimated square footage. This list should not be considered all-inclusive and may change based on discussions with department heads.

Facility	Square Footage
City Hall	16,710
City Hall Annex	3,840
Civic Center	17,000
Fire Administration	2,955 (Leased)
Old City Hall (not currently used)	
Fire Station #1	8,016
Fire Station #2	10,936
Fire Station #3	8,400
Fleet	5,000
Parks	12,650
Police	15,000
Streets	6,000

Utilities / Wastewater #1A	8,500
Wastewater #2	1,200
Water Plant #3 (Grunwald)	840
Water Plant #4 (Airport)	Equipment/Repair parts

2.2 Facilities assessments will be provided for existing facilities based on the intended use. Building assessments will include a general architectural and structural review of City facilities, with each facility assigned a rating as part of a Facilities Condition Index. Existing buildings will be evaluated to determine how they could best accommodate current and future departmental needs. Additions will also be considered to existing buildings in order to accommodate the required space. Furthermore, the evaluation should provide estimates for large-scale aesthetic redesign/improvements to existing buildings (i.e. painting, carpet replacement, ceiling tile replacement, sound dampening/reduction, etc). Examples of criteria for the facilities assessments could include (but are not limited to):

- Exterior Systems: Substructure, superstructure, roofs, walls, window systems, doors
- Interior Construction: Walls, doors, flooring, structural components
- Interior Finishes: Flooring, ceilings, wall finishes
- Health/Fire/Life Safety systems
- Heating, Ventilation and Air Conditioning (HVAC) Systems
- Electrical and plumbing systems
- ADA accessibility

2.3 Space standards should be developed for use in the space needs analysis. The space needs assessment should focus on maximizing the cost effectiveness and efficiency of space usage while also attempting to consolidate similar functions at single locations to the greatest extent possible.

2.4 The project will consist of an evaluation of the space needs of all City administrative and operational facilities. The evaluation will include the square footage requirements for personnel, vehicles, apparatuses, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operations of each department.

2.5 The space needs assessment should include estimates for both the renovation/expansion of existing facilities in order to meet future space needs, as well as cost options for the construction of new facilities. Examples of criteria for the space needs assessments could include (but are not limited to):

- Review current space usage of listed City Facilities
- Complete a space needs assessment given number and function of City employees
- Provide a projection of future space needs assuming a 20-year horizon
- Identify opportunities to optimize use of current space
- Provide recommendations describing the expansion of current spaces and/or new facilities
- Provide recommendations and estimated costs associated with the implementation and phasing of a plan
- Prioritize facility maintenance efforts
- Determine site needs and future parking requirements

2.6 Other Considerations

- A fourth fire station will be needed sometime in the future.
- The creation of a dedicated and hardened Emergency Operations Center (possibly located within Fire Station #4) should be considered.
- A hardened location for the storage of City records (possibly located within the hardened EOC).
- The identification of non-leased space for the administrative functions of the Fire Department.
- Adequate outdoor space for the storage of materials, vehicles, heavy equipment and all other types of repair materials and equipment.

- The firm will need to provide direction on continuing with future expansion of public facilities.
- The firm will incorporate information technology usage in the facilities and provide recommendations with cost estimates on any needed upgrades and/or improvements to keep current with information technology advances.
- In general, the Firm will look for inefficiencies due to the current locations of departments/divisions in order to provide options to maximize operational efficiency and customer service.

2.7 Deliverables: At a minimum, the City Facility and Space Needs Assessment report should contain the following information:

- (a) Develop a Facilities Condition Index and rate all facilities according to their condition; make note of all significant deficiencies.
- (b) Meet with all City departments to determine future space needs for personnel and equipment.
- (c) Develop a plan and cost estimates for remediating deficiencies identified in existing facilities as well as for their remodeling or expansion in order to meet anticipated future space needs with an emphasis on value for dollars spent.
- (d) Develop a plan and cost estimates for the construction of new facilities that would centralize administrative/customer service functions and operational/field functions with an emphasis on value for dollars spent.

ARTICLE III
CONSULTANT PERSONNEL

3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CLIENT.

3.2 The CONSULTANT may contract with Subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT.

ARTICLE IV
TIME OF PERFORMANCE

4.1 The CONSULTANT shall commence services upon execution of this Agreement.

4.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within ninety (90) days from execution of the Agreement by both parties, unless one or more of the following occur:

- (a) This Agreement is terminated in accordance with Article IX, Changes or Termination;
- (b) The Scope of Services and/or Time of Performance are changed in accordance with Article II, Scope of Services or Article IX, Changes or Termination; or
- (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impracticable.

4.3 The completion schedule set forth in Paragraph 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article IX, Changes or Termination.

4.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE V
COMPENSATION TO CONSULTANT

5.1 Services: Basic Services will be performed to develop the City of Rosenberg Facilities Conceptual Master Plan for a Lump Sum of \$30,000.00. Additionally, the Contract provides for \$20,000 to be used for Level II Analyses (\$4,000 per building) based on the Basic Services facility findings. These fees do not include any reimbursable expenses incurred on behalf of this project. The Basic Services and Level II Analyses fees are broken down as follows:

Fact Collection Phase:	\$4,000.00
Confirmation Phase:	\$4,000.00
Concept Development Phase:	\$5,000.00
Scenario Development Phase:	\$10,000.00
Preliminary Facilities Master Plan Phase:	\$5,000.00
Final Facilities Plan Phase:	\$2,000.00
Basic Services Total:	\$30,000.00
Level II MEP Analysis – five (5) buildings at \$4,000 per building:	\$20,000.00
Grand Total:	\$50,000.00

5.2 Reimbursable Costs: The CONSULTANT will be reimbursed for reasonable out-of-pocket expenses incurred on behalf of the project such as costs related to reproductions, photography, color graphic work, plotting, special handling/delivery and mileage. Reimbursable expenses will be billed at the CONSULTANT'S cost, plus a 10% service charge. Expenses required for this project are estimated to be \$2,500.00, which includes the 10% service charge.

5.3 Additional Services: If services other than those described as Basic Services are requested by the CLIENT, they will be billed in addition to the above compensation. Additional Services shall only be performed subsequent to review of estimated fees and written authorization from the CLIENT. Additional Services include but are not limited to the following:

- Level III Building Assessments
- Third party cost estimating
- Work beyond that specifically included above

5.4 The total cost of this project is not to exceed \$52,500.

ARTICLE VI
PRODUCT OF SERVICES, COPYRIGHT

6.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.

6.2 The CONSULTANT shall furnish the CLIENT with ten (10) physical copies of the report along with three (3) copies of the report in electronic form (CD, flash drive, etc.).

6.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VII
PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT

- 7.1 No employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE VIII
CERTIFICATIONS OF CONSULTANT

- 8.1 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE IX
CHANGES OR TERMINATION

- 9.1 Except as expressly described above regarding Additional Services, this Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 9.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 9.3 This Agreement may be terminated before the termination date stated in Article IV, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause- This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
 - (b) Right of the CLIENT to Terminate for Convenience- This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by fax or registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.
- 9.4 Upon receipt of a notice of termination under any of the conditions under Paragraphs 9.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.

- 9.5 Notwithstanding the provisions of this Article XII, the CONSULTANT shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any negligent act or omission or any breach of the Agreement by the CONSULTANT.

ARTICLE X
CONFIDENTIALITY

- 10.1 Any information determined to be confidential that is provided to or developed by the CONSULTANT in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CLIENT.

ARTICLE XI
INSPECTION OF RECORDS

- 11.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.
- 11.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

ARTICLE XII
INSURANCE

12.1 Insurance

- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this contract in the following amounts:

Workmen's Compensation: Statutory

- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, and Umbrella Liability Insurance, covering claims against the CONSULTANT for damages resulting from bodily injury, death, or property damage from accidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$500,000.00 combined single each occurrence and \$500,000.00 aggregate;

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$500,000.00 combined single limit each occurrence;

Umbrella Liability: \$1,000,000.00

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- 13.1 Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this AGREEMENT while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.
- 13.2 This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 13.3 The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Any legal dispute between the parties shall be resolved in the following manner:
- The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.
- The disputing party shall give the other party written notice of the dispute. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within twenty (20) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
- If the controversy or claim has not been resolved within thirty (30) days of the meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.
- If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Fort Bend County, Texas; and all parties consent to Fort Bend County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.
- 13.4 If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 13.5 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT:

Robert Gracia, City Manager
City of Rosenberg
2110 4th Street
Rosenberg, Texas 77471

CONSULTANT: Paul D. Bonnette, AIA, Principal
PGAL
3131 Briarpark Dr.
Houston, TX 77042

- 13.6 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 13.7 The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 13.8 Successors and Assigns. The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Agreement and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 13.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 13.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 13.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 13.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 13.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 13.14 State or Federal Laws. This Agreement is performed in Rosenberg, Texas, and is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

- 13.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

- 13.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

- 13.17 Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void.

- 13.18 Indemnity and Independent Contractor Status of Contractor. Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

ARTICLE XIV
EXHIBITS

- 14.1 PGAL's "Fee Proposal for A/E Services" dated 17 July 2014 shall be attached to this Agreement as an exhibit and shall be considered part of the contracted terms of services between the CLIENT and CONSULTANT.

* * * * *

IN WITNESS HEREOF, the parties have executed this Agreement in duplicate originals in Rosenberg, Texas.

This _____ day of _____, 2014.

FOR ROSENBERG:

FOR PGAL:

By: _____
Robert Gracia
City Manager

By: 

Paul D. Bonnette, AIA
Principal

ATTEST:

CITY OF ROSENBERG

CITY COUNCIL SPECIAL MEETING MINUTES

On this the 30th day of June, 2014, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

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

STAFF PRESENT

Robert Gracia	City Manager
Linda Cernosek	City Secretary
Scott M. Tschirhart	City Attorney
John Maresh	Assistant City Manager for Public Services
Joyce Vasut	Executive Director of Administrative Services
Jeff Trinker	Executive Director of Support Services
Travis Tanner	Executive Director of Community Development
Angela Fritz	Executive Director of Information Services
Tommy Havelka	Police Officer
Dan Joshua	Police Officer

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

CALL TO ORDER.

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

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.

AGENDA

1. **HEAR AND DISCUSS PRESENTATIONS FROM THE FOLLOWING FIRMS FOR THE FACILITIES MASTER PLAN PROJECT, AND TAKE ACTION AS NECESSARY:**
 - a) Brinkley Sargent Architects;
 - b) Durand-Hollis Rupe Architects,
 - c) Pierce Goodwin Alexander & Linville (PGAL);
 - d) Roth Management Group (RMG); and,
 - e) TurnerDuran Architects.

Executive Summary: A total of seven (7) responses were received to the Request for Qualifications (RFQ) No. 2014-10 for the Facilities Master Plan Project. A staff committee reviewed and rated the

response submittals based on the indicated criteria in the RFQ and invited the top five (5) firms to make a presentation to City Council.

Representatives from the named firms will present their qualifications and proposals. City Council will have an opportunity to pose questions to the presenting firms.

Key discussion points:

- The following firms gave a presentation for the item:
 - Brinkley Sargent Architects;
 - Durand-Hollis Rupe Architects,
 - Pierce Goodwin Alexander & Linville (PGAL)
 - Roth Management Group (RMG); and,
 - TurnerDuran Architects.

2. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1810, A RESOLUTION SELECTING A FIRM TO PROVIDE PROFESSIONAL SERVICES FOR THE FACILITIES MASTER PLAN PROJECT; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FOR AND ON BEHALF OF THE CITY, A PROFESSIONAL SERVICES AGREEMENT REGARDING SAME.**

Executive Summary: Resolution No. R-1810 provides for City Council to designate a firm to provide the City of Rosenberg with professional services related to the creation a Facilities Master Plan, and authorizes the City Manager to negotiate an agreement with the selected firm.

Key discussion points:

- Jeff Trinker, Executive Director of Support Services explained the process.
- Each Councilor expressed their choices from the firms that presented.
- The general consensus of Council was to select the firm of Pierce Goodwin Alexander & Linville (PGAL).

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1810, a Resolution selecting Pierce Goodwin Alexander & Linville (PGAL) to provide professional services for the Facilities Master Plan Project; and, authorizing the City Manager to negotiate, for and on behalf of the City, a Professional Services Agreement regarding same. The motion carried by a unanimous vote.

3. **ADJOURNMENT.**

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



Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
G	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 June 30, 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 – 08-08-14
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 actual. The largest revenues of sales tax and property tax are positive when compared to budget and expenses which are within the 75% benchmark for the third 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 third 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 June 30, 2014
Date: August 8, 2014

The Finance Department has reviewed revenues and expenditures through June 30, 2014. The totals for three quarters 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 75% benchmark for the three quarters of the fiscal year.

General Fund

Property Taxes: Property taxes were due by January 31, 2014. As of June 30, 2014, the City has received 108% of the budgeted amount. An increase of 13% from the actual amount collected at June 30, 2013.

Sales Taxes: Sales tax collections are at 85% of budget, which is 10% higher than the expected budgeted amount of 75%. Sales tax revenues show a significant increase of 16% 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 80% of budget which is 5% higher than the budgeted amount.

Permit Fees: Permit and Licenses are at 122% of budget, an increase of 47% higher from the budgeted amount for FY2014 and a 42% increase from the actual amount collected for the first three quarters of FY2013.

Fines/Forfeitures: Fines and Forfeitures are at 69% of budget, which is 6% below the benchmark of 75% of budget. As well as a 15% decrease from the actual amount collected for the first three quarters of FY2013.

Total Revenues: Total revenues year to date are at 90% of budget, total revenues are 13% greater than at this time last year. Since revenues as a whole are budgeted at \$1,709,430 more than last year, it is very positive that the percentage of budget is also higher.

Expenditures: Total expenditures to date are at 64% of the budget. All departments are within the 75% benchmark.

Overall, the General Fund is in a net positive position year-to-date with total revenues at \$19,736,428 and total expenditures at \$14,926,474.

Hotel/Motel Fund

Hotel/Motel Taxes: These taxes are collected on a monthly basis and are at 95% of budget which is 20% 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 26% when compared to the actual amount collected at the same time last year.

Expenditures: Currently expenditures are at 68% of budget which is 7% under the 75% benchmark.

Rosenberg Development Corporation

Sales Taxes: Sales tax collections through June 30, 2014 are at 86% of budget, which is a positive variance of 11% increase over the 75% benchmark.

Expenses: Total expenditures to date are at 59% of budget which is 16% under the 75% benchmark.

Debt Service Fund

Property Tax Revenues were due on January 31, 2014, and are at 99% as of June 30, 2014. Tax revenues show a slight increase of 3% 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 80% of budget for the first three quarters of the fiscal year, which is an increase of 5% when compared to the amount collected at the same time last year. Water and Sewer Tap revenues continue to increase and are above the 75% benchmark. Water taps are at 164% and sewer taps are at 161% of budget. Connect fees also show a positive variance and are at 137% of budget.

Expenses: Total operating expenses year to date are at 73% of budget, which is 2% under the benchmark of 75%.

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 - 3rd Qtr**

	GENERAL FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 75%
REVENUES:			
PROPERTY TAXES	4,160,200	4,508,533	108%
SALES TAXES	10,361,274	8,844,174	85%
FRANCHISE AND OTHER TAXES	1,672,500	1,339,882	80%
LICENSES AND PERMITS	498,091	609,802	122%
FINES AND FORFEITURES	559,600	383,844	69%
INTERGOVERNMENTAL	981,615	852,775	87%
CHARGES FOR SERVICE	3,571,601	3,015,348	84%
INVESTMENT EARNINGS	5,000	1,839	37%
OTHER	178,119	180,232	101%
TOTAL REVENUE	\$ 21,988,000	\$ 19,736,428	90%

EXPENDITURES:

GENERAL GOVERNMENT			
MAYOR AND CITY COUNCIL	44,122	23,004	52%
CITY MANAGER	1,011,016	651,990	64%
CITY SECRETARY	217,706	141,691	65%
FINANCE	520,487	360,582	69%
MUNICIPAL COURT	366,728	213,657	58%
LEGAL	205,000	108,281	53%
GENERAL GOVERNMENT	1,077,662	702,739	65%
TOTAL GENERAL GOVERNMENT	3,442,721	2,201,944	64%
PUBLIC SAFETY			
POLICE	7,385,133	4,979,391	67%
EMERGENCY MANAGEMENT	12,345	1,183	10%
ANIMAL CONTROL	204,055	135,295	66%
SCHOOL OFFICERS & CROSSING GUARDS	970,642	638,272	66%
FIRE AND FIRE MARSHAL	3,699,302	2,478,853	67%
TOTAL PUBLIC SAFETY	12,271,477	8,232,993	67%
PUBLIC WORKS			
STREETS AND DRAINAGE	3,923,546	2,540,650	65%
STREET LIGHTING AND SIGNALS	438,000	286,956	66%
FLEET MAINTENANCE	295,068	198,855	67%
TOTAL PUBLIC WORKS	4,656,614	3,026,460	65%
COMMUNITY DEVELOPMENT			
PLANNING ADMINISTRATION	234,102	156,457	67%
ENGINEERING	165,980	118,137	71%
CODE ENFORCEMENT	540,307	337,910	63%
HEALTH	118,268	57,824	49%
COMMUNICATIONS	111,399	71,390	64%
PARKS AND RECREATION	978,773	673,800	69%
TOTAL COMMUNITY DEVELOPMENT	2,148,829	1,415,518	66%
CAPITAL OUTLAY			
	779,067	49,557	6%
TOTAL EXPENDITURES	\$ 23,298,708	\$ 14,926,474	64%

EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES			
	(1,310,708)	4,809,955	
OTHER FINANCING SOURCES (USES)			
TRANSFER IN	1,575,236	1,176,409	75%
TRANSFER OUT	(752,293)	(564,220)	75%
GAIN ON SALE OF ASSETS	5,000	11,823	236%
TOTAL OTHER FINANCING SOURCES (USES)	827,943	624,012	
NET CHANGE IN FUND BALANCE	(482,765)	5,433,967	
FUND BALANCES, BEGINNING	6,401,991	6,779,610	
FUND BALANCES, ENDING	5,919,226	12,213,577	

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES- BUDGET TO ACTUAL
HOTEL/ MOTEL FUND
FISCAL YEAR 2014 - 3rd Qtr

	HOTEL/ MOTEL FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 75%
REVENUES:			
HOTEL OCCUPANCY TAX	500,000	455,503	91%
INVESTMENT EARNINGS	1,100	304	28%
OTHER REVENUE	32,000	48,705	152%
TOTAL REVENUE	\$ 533,100	\$ 504,512	95%

EXPENDITURES:

COMMUNITY DEVELOPMENT			
PERSONAL SERVICES	68,488	36,614	53%
SUPPLIES	3,250	1,262	39%
CONTRACTUAL SERVICES	167,600	108,449	65%
TRANSFER OUT	256,208	192,156	75%
TOTAL EXPENDITURES	\$ 495,546	\$ 338,481	68%

EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	37,554	166,031
NET CHANGE IN FUND BALANCE	37,554	166,031
FUND BALANCES, BEGINNING	1,163,103	1,083,687
FUND BALANCES, ENDING	1,200,657	1,249,718

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES- BUDGET TO ACTUAL
RDC FUND
FISCAL YEAR 2014 - 3rd Qtr

	RDC FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 75%
REVENUES:			
SALES AND USE TAXES	3,445,200	2,949,470	86%
INVESTMENT EARNINGS	5,000	2,883	58%
TOTAL REVENUE	\$ 3,450,200	\$ 2,952,353	86%

EXPENDITURES:

COMMUNITY DEVELOPMENT			
ADMINISTRATION	255,451	187,002	73%
MARKETING	118,142	92,320	78%
STRATEGIC PLANNING	40,000	40,000	100%
PROFESSIONAL SERVICES	20,000	7,760	39%
INFRASTRUCTURE	500,000	-	0%
PRINCIPAL & INTEREST	999,394	749,545	75%
TRANSFER TO OTHER FUNDS	4,658,539	2,796,219	60%
TOTAL EXPENDITURES	\$ 6,591,526	\$ 3,872,846	59%

EXCESS (DEFICIENCY) OF REVENUES			
OVER (UNDER) EXPENDITURES	(3,141,326)	(920,493)	
NET CHANGE IN FUND BALANCE	(3,141,326)	(920,493)	
FUND BALANCES, BEGINNING *	4,650,911	3,489,342	
FUND BALANCES, ENDING	1,509,585	2,568,849	

* 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 - 3rd Qtr

	DEBT SERVICE FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 75%
REVENUES:			
CURRENT TAXES	3,935,817	3,878,428	99%
DELINQUENT TAXES	30,000	43,836	146%
PENALTY AND INTEREST	40,000	31,104	78%
INTEREST EARNINGS	6,000	1,252	21%
TRANSFERS FROM OTHER FUNDS	2,986,720	2,240,040	75%
TOTAL REVENUE	\$ 6,998,537	\$ 6,194,660	89%

EXPENDITURES:

PRINCIPAL RETIREMENT	4,903,510	4,906,639	100%
INTEREST RETIREMENT	2,028,828	1,061,678	52%
FISCAL AGENT FEES	25,000	18,100	72%
TOTAL EXPENDITURES	\$ 6,957,338	\$ 5,986,417	86%

EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	41,199	208,243	
NET CHANGE IN FUND BALANCE	41,199	208,243	
FUND BALANCES, BEGINNING	5,079,063	5,170,780	
FUND BALANCES, ENDING	5,120,262	5,379,023	

**CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENSES- BUDGET TO ACTUAL
WATER WASTEWATER FUND
FISCAL YEAR 2014 - 3rd Qtr**

	WATER/WASTEWATER FUND		
	ADJUSTED BUDGET	ACCRUED ACTUAL	PERCENT OF BUDGET 75%
REVENUES:			
WATER SALES	4,020,000	3,161,457	79%
WASTEWATER SALES	3,920,000	3,056,505	78%
WATER TAP FEES	80,000	131,235	164%
SEWER TAP FEES	80,000	129,055	161%
RECONNECT FEES	40,000	38,922	97%
CONNECT FEES	25,000	34,220	137%
PENALTY FEES	170,000	130,741	77%
RECLAIMED WATER SOURCE	15,000	1,190	8%
BACKFLOW PERMIT REVENUE	1,500	1,520	101%
RETURNED CHECK FEES	5,000	4,350	87%
INTEREST EARNINGS	7,000	1,518	22%
PROPERTY LEASE	80,000	48,986	61%
OTHER REVENUE	5,000	312	6%
TOTAL REVENUE	\$ 8,448,500	\$ 6,740,012	80%
TRANSFERS FROM OTHER FUNDS	75,398	56,549	75%
TOTAL REVENUES AND TRANSFERS	\$ 8,523,898	\$ 6,796,560	80%
EXPENSES:			
DEPARTMENT			
CUSTOMER SERVICE	395,835	276,299	70%
WATER/WASTEWATER ADMINISTRATION	248,791	138,723	56%
WATER PRODUCTION	544,861	326,713	60%
WATER DISTRIBUTION	829,956	633,627	76%
WASTEWATER COLLECTION	620,956	440,911	71%
WASTEWATER TREATMENT	1,179,177	665,582	56%
RECLAIMED WATER	27,100	11,773	43%
TOTAL DEPARTMENT EXPENSES	3,846,675	2,493,629	65%
OTHER EXPENSES			
HEALTH INSURANCE FEE	6,000	4,500	75%
INFORMATION SERVICES FEE	118,485	88,864	75%
BAD DEBT EXPENSES	26,897	-	0%
PERFORMANCE ASSURANCE SERVICES	35,988	35,988	100%
TOTAL OTHER EXPENSES	187,370	129,352	69%
TRANSFERS			
TRANSFER TO GENERAL FUND	1,484,056	1,113,042	75%
TRANSFER TO CDBG	69,900	69,900	100%
TRANSFER TO DEBT SERVICE FUND	1,923,503	1,442,627	75%
TRANSFER TO CO 2014	529,400	529,400	100%
TRANSFER TO W/WW SUPPLEMENTAL	96,500	96,500	100%
TRANSFER TO GRP PROJECTS FUND	200,000	220,000	110%
TOTAL TRANSFERS	4,303,359	3,471,469	81%
TOTAL OPERATING EXPENSES	\$ 8,337,404	\$ 6,094,450	73%
NET OPERATING REVENUE	\$ 111,096	\$ 645,562	581%
CAPITAL OUTLAY	-	-	0%
DEBT SERVICE	778,978	578,294	74%
TOTAL EXPENSES	\$ 9,116,382	\$ 6,672,744	73%
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENSES	(592,484)	123,816	
FUND BALANCES, BEGINNING *	4,559,773	5,167,794	
FUND BALANCES, ENDING	3,967,289	5,291,610	

* Working Capital Basis is used to calculate fund balance.

**CITY OF ROSENBERG, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED JUNE 30, 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: 8/5/2014

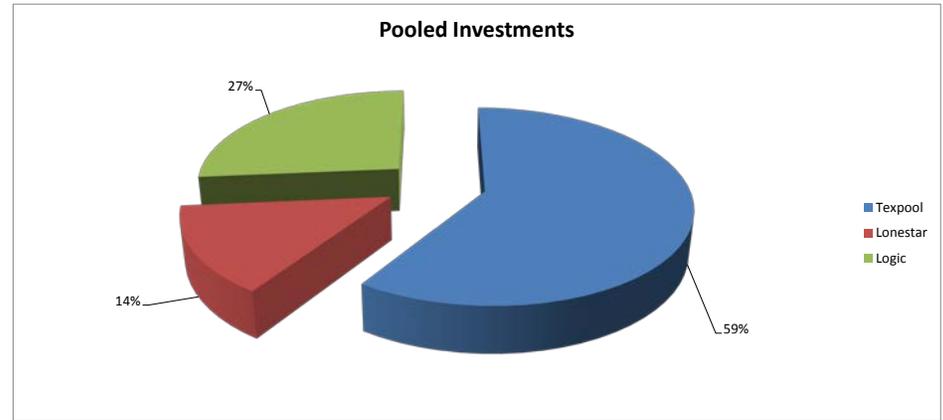
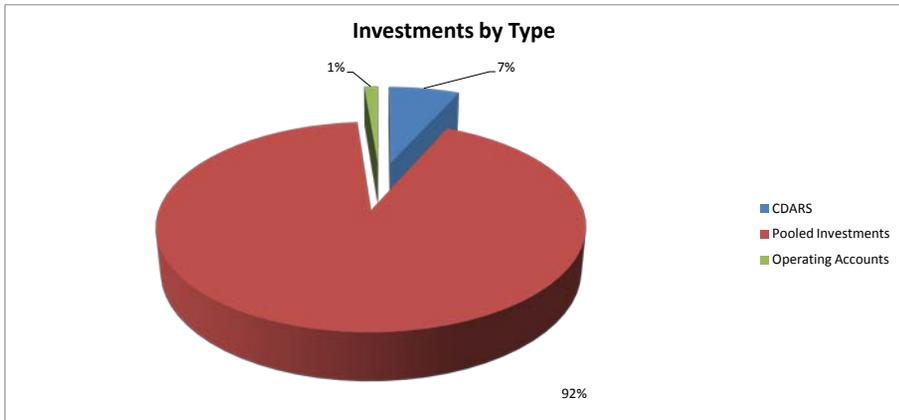
**CITY OF ROSENBERG, TEXAS
 QUARTERLY INVESTMENT REPORT
 AS OF JUNE 30, 2014**

Balance Comparison by Quarter

INVESTMENT BALANCES BY TYPE	Book Value 9/30/2013	Book Value 12/31/2013	Book Value 3/31/2014	Book Value 6/30/2014
CDARS	\$ 2,000,000	\$ 2,000,000	\$ 4,004,992	4,004,992
TEXPOOL	29,572,503	24,427,860	30,576,574	32,996,725
LOGIC	8,507,025	8,509,336	7,680,634	14,692,707
LONESTAR	7,955,736	9,957,042	7,957,690	7,958,565
AMEGY BANK - OPERATING ACCOUNT	869,087	1,770,041	4,698,722	786,353
TOTAL CASH AND INVESTMENTS	\$ 48,904,351	\$ 46,664,279	\$ 54,918,612	\$ 60,439,342

**CITY OF ROSENBERG, TEXAS
INVESTMENTS OUTSTANDING AS OF JUNE 30, 2014**

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	3/31/2014		Quarterly Activity			6/30/2014		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	2,000,000	
							\$ 4,004,992	\$ 4,004,992	-	-	-	\$ 4,004,992	\$ 4,004,992	
							7%					7%		OF TOTAL
N/A	Texpool - Consolidated Cash	N/A	N/A		32,996,725	0.03%	30,576,574	30,576,574	3,994,134	(1,576,289)	2,306	32,996,725	32,996,725	-
							30,576,574	30,576,574	3,994,134	(1,576,289)	2,306	32,996,725	32,996,725	
							66%					59%		OF POOLS
N/A	LONESTAR - General Fund Liquidity Plus	N/A	N/A		3,688,525	0.05%	2,188,267	2,188,648	1,500,000		258	3,688,525	3,688,966	441
N/A	LONESTAR - CO Series 2013	N/A	N/A		4,270,040	0.05%	5,769,423	5,770,425		(1,500,000)	617	4,270,040	4,270,550	510
							7,957,690	7,959,073	-	(1,500,000)	875	7,958,565	7,959,516	951
							17%					14%		OF POOLS
N/A	Logic - Consolidated Cash	N/A	N/A		6,754,502	0.11%	3,953,291	3,953,291	2,800,000		1,212	6,754,502	6,754,502	-
N/A	Logic - 2009 General Obligation	N/A	N/A		1,570,379	0.11%	1,569,958	1,569,958			421	1,570,379	1,570,379	-
N/A	Logic - CO 2010B	N/A	N/A		713,137	0.11%	712,965	712,965			172	713,137	713,137	
N/A	Logic - Series 2012 Bonds	N/A	N/A		644,743	0.11%	1,444,420	1,444,420		(800,000)	323	644,743	644,743	
N/A	Logic - Series 2014 Bonds	N/A	N/A		5,009,946	0.11%	-	-	5,009,784		162	5,009,946	5,009,946	
							7,680,634	7,680,634	7,809,784	(800,000)	2,290	14,692,707	14,692,707	
							17%					27%		OF POOLS
TOTAL POOLED INVESTMENTS							46,214,898	46,216,281	11,803,917	(3,876,289)	5,471	55,647,997	55,648,948	
							84%					92%		OF TOTAL
CITY DEPOSITORY- Amegy Bank														
N/A	Consolidated Cash	N/A	N/A		786,353	0.00%	4,698,722	4,698,722	7,451,390	(11,363,759)	-	786,353	786,353	
							4,698,722	4,698,722	7,451,390	(11,363,759)	-	786,353	786,353	
							9%					1%		OF TOTAL
TOTAL PORTFOLIO					\$ 56,219,227	0.07%	54,918,612	54,919,995	19,255,307	(15,240,048)	5,471	60,439,342	60,440,293	951





CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
2	Presentation Regarding a Proposed Eagle Scout Project for Seabourne Creek Nature Park – Owl Nesting Boxes

ITEM/MOTION

Hear and discuss a presentation regarding a proposed Eagle Scout Project to build owl nesting boxes in Seabourne Creek Nature Park, and take action as necessary.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Presentation – Eagle Project: Owl Nesting Boxes
2. Parks and Recreation Board Meeting Draft Minute Excerpt – 07-24-14

APPROVALS

Submitted by:

Darren McCarthy
Parks and Recreation Director

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- Exec. Dir. of Support Services *ST*

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

On July 24, 2014, Zachary Lawrence of Troop 1656 presented a proposed Eagle Scout Project (Project) to be placed in Seabourne Creek Nature Park to the Parks and Recreation Board (Board). After reviewing his presentation regarding the proposal to build owl nesting boxes, the Board unanimously recommended the Project plan for approval as presented.

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

Zachary Doyle Lawrence

EAGLE PROJECT: OWL NESTING BOXES

About Me

- I am a Life Scout for BSA Troop 1656, where I am currently serving as Assistant Senior Patrol Leader.
- I have been in scouts since Second Grade, and have dreamed of achieving Eagle Rank in scouting as long as I can remember.
- I am part of the Order of the Arrow, a BSA National Honor Society.

Me... Outside of Scouting

- Outside of scouting, I have applied my acquired skills in leading Air Force Junior ROTC, the Foster Falcon Marching Band, and Congressional Debate.
- I enjoy the Great Outdoors, which is why I have decided to do a conservational Eagle Project for Seabourne Creek Nature Park.

Types of Owl Boxes

- I am planning to build and install six owl boxes: 2 barred owl boxes, 2 screech owl boxes, and 2 experimental Owl Shacks to benefit Seabourne Creek Park.



Benefiting Seabourne Creek

- This project would benefit Seabourne Creek by attracting owls to the area.
- Owls help regulate the Insect and Rodent population.
- Plus, who doesn't like to hear an owl go "hoot" in the early evening?



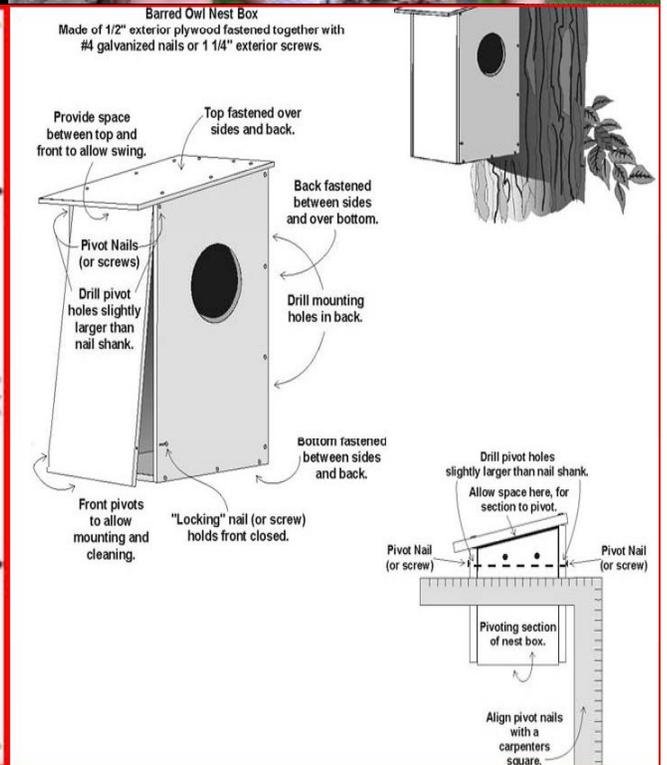
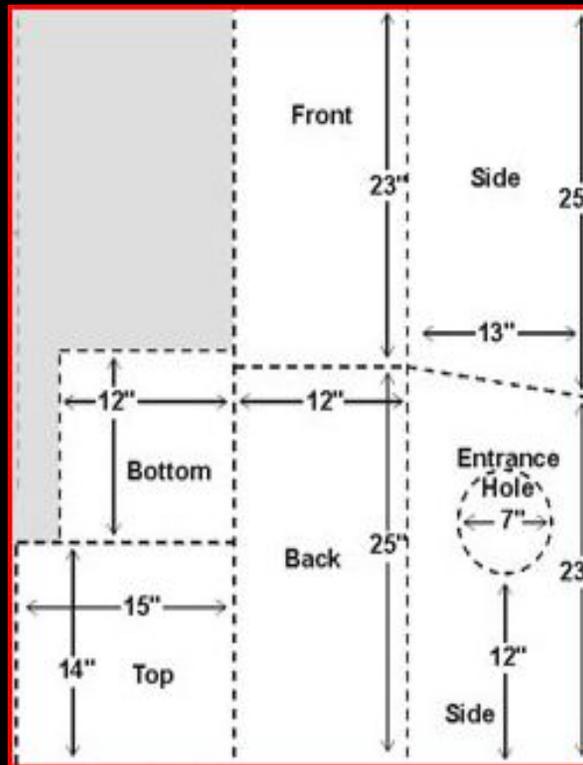
Barred Owl Nesting Box

Approximate Dimensions:
25"(t) x 12"(w) x 13"(d)

Approximate dimensions of opening:
7" (diameter of circle)

Cost:

- \$79.98-3/4" x 4' x 8' Marine Grade Pressure Treated Fir Plywood
 - \$5.97-18 fl oz wood glue
 - \$9.99-decking screws 2-1/2"
 - \$9.41-lag bolts
-
- Total price per box:\$52.68



Screech Owl Nesting Box

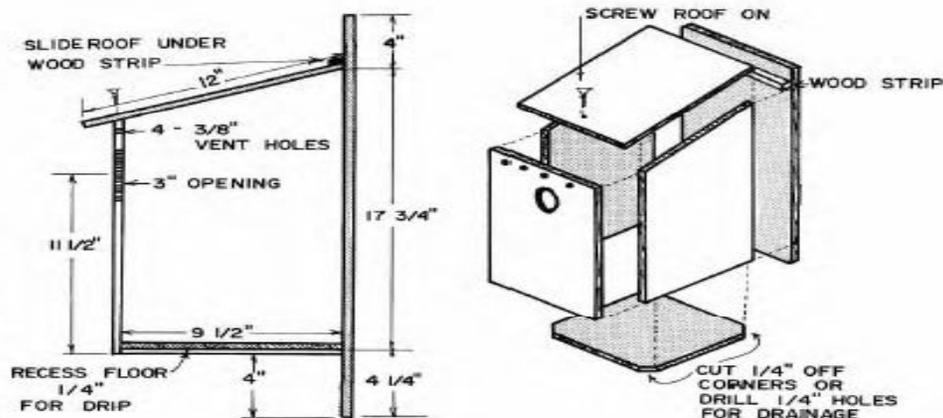
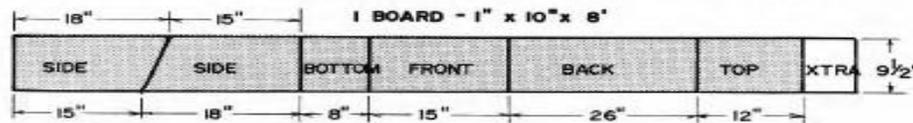
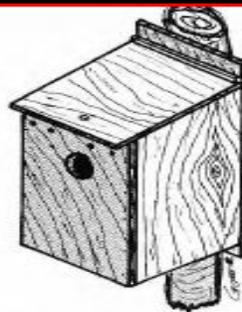


HOW TO BUILD A SPARROW HAWK OR SCREECH OWL HOUSE



Drawings
by Steve Gum

Missouri Department of Conservation



© Copyright 1981, Missouri Department of Conservation
2/85

Approximate Dimensions:
18"(t) x 10"(w) x 12"(d)

Approximate dimensions of
opening:
3" (diameter of circle)

Price:

- 43.98-1x10x8 cedar board
- \$11.94-18 fl oz wood glue
- \$24.98-decking screws 2-1/2"
- \$23.53-lag bolts

Total price per box:\$31.88

Owl Shack Nesting Box

Approximate Dimensions of Box:
28" x 12" x 10"

Approximate Dimensions of Opening:
10" x 8"

Price:

- 21.99 1x10x12 wood
- 30.49 1x12x12 wood
- \$5.97-18 fl oz wood glue
- \$9.99-decking screws 2-1/2"
- 9.41-lag bolts

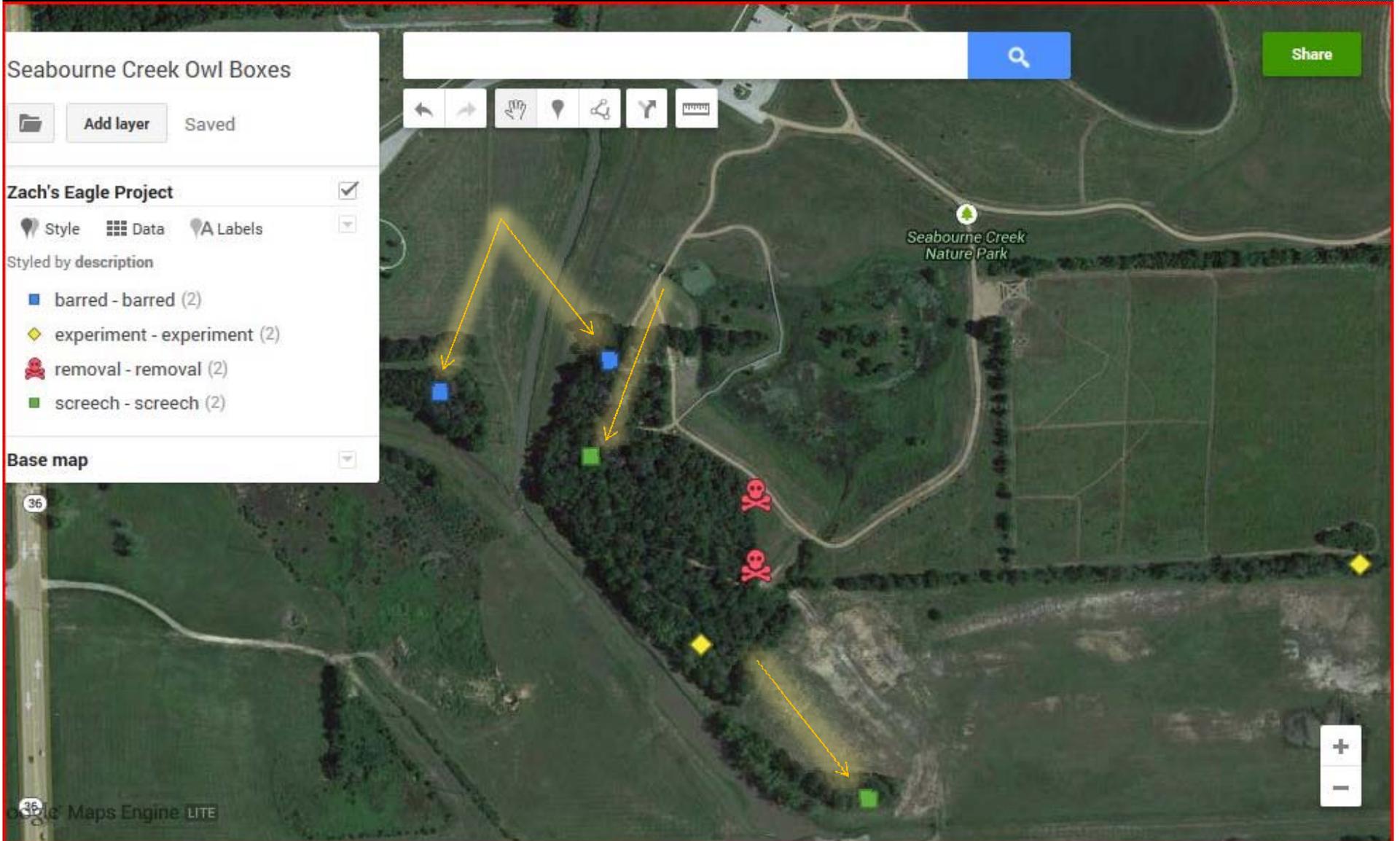
Total Price per box:\$36.80



Grand Total

- The grand total for the six boxes at Seabourne Creek comes out to around \$250.00, before tax.
- I also estimate that the grand total work time will be around 20 hours.

Location



Time Management

- ⦿ After approval, I plan to build the boxes in August, over Summer Break.
- ⦿ In mid-October, I plan to install the boxes, so that they will be ready for use in the spring.

Funding for my Project

- Funding for my project will come partially from donations, but also from selling cool owl buttons.



Funding for my Project (continued)

- I also plan to try to get people to donate the price of two owl nesting boxes, one will go to Seaborne Creek, and the other I will install on their property.
- This would not only be a good way to raise money for my project, but it would also broaden the environmental impact and conservational footprint in our area.

- ① Ultimately, I am looking forward to working with the Naturalists of Seabourne Creek to not only achieve Eagle Rank, but also to hopefully Qualify for the William T. Hornaday Award in conservation.

DRAFT

CITY OF ROSENBERG PARKS AND RECREATION BOARD MEETING MINUTES

*** DRAFT ***

On this the 24th day of July 2014, the Parks and Recreation Board of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session at Rosenberg Civic Center located at 3825 Hwy. 36 South, Rosenberg, Texas.

MEMBERS PRESENT

Teresa Bailey	Parks and Recreation Board Chairman
George Zepeda	Parks and Recreation Board Vice-Chairman
Stanley Kucherka	Parks and Recreation Board Secretary
William Allen	Parks and Recreation Board Member
Melissa Dixon	Parks and Recreation Board Member
Rudy Guerrero	Parks and Recreation Board Member
Eric Juarez	Parks and Recreation Board Member
Bertha Nell Kelm	Parks and Recreation Board Member
Ray Kueck	Parks and Recreation Board Member
Eric Ramirez	Parks and Recreation Board Member
Amanda Bolf	Council Liaison

MEMBERS ABSENT

Julia Worley	Parks and Recreation Board Member
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STAFF PRESENT

Christine Krahn	Acting City Secretary
Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Programs Coordinator
Katrina Poppleton	Parks and Recreation Clerk

GUESTS PRESENT

Gerald DeLoach	Drastik Music
Paula Bauer	LCISD Project Learn
Zachary Lawrence	BSA Troop 1656
Joshua Garcia	BSA Troop 1000
Rick Adams	CPC of Texas Master Naturalists

AGENDA

6. CONSIDERATION OF AND ACTION ON PROPOSED EAGLE SCOUT PROJECT BY ZACHARY LAWRENCE OF TROOP 1656 TO BUILD OWL NESTING BOXES IN SEABOURNE CREEK NATURE PARK.

Key Discussion: Darren McCarthy, Parks and Recreation Director, introduced Eagle Scout candidate Zachary Lawrence of Troop 1656. Zachary explained to the Board that as a life-long scout he is working to obtain his Eagle rank and would like to complete a project in Seabourne Creek Nature Park to that end. Zachary's project would be to build and install six (6) owl nesting boxes – two (2) for barred owls, two (2) for screech owls and two (2) experimental owl shacks. By attracting owls to the nature park, not only would they bring beautiful owl species into the park, but also they would help to control the rodent and insect population, thereby benefitting all who visit the park. Zachary noted that he would be working under the supervision of Rick Adams and the Texas Master Naturalists and presented a map of agreed upon locations for the boxes, as well as detailed plans for each type of nesting box to the Board. He estimates the total cost of the project to be \$242.72, which would be funded through donations and selling owl buttons. Zachary will also offer to sell owl-nesting boxes to friends and

DRAFT

family at a two-for-one rate with one box being placed on individual property and the other going into the nature park. George Zepeda asked if Zachary was concerned about the aggression of the owls during his project. Zachary answered that he hoped to not have much contact with the owls during project installation.

ACTION: William Allen made a motion, seconded by Stanley Kucherka, to approve the proposed Eagle Scout Project in Seabourne Creek Nature Park. The motion passed by a unanimous vote of those present.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
3	Presentation Regarding a Proposed Eagle Scout Project for Sunset Park – Bleacher Restoration

ITEM/MOTION

Hear and discuss a presentation regarding a proposed Eagle Scout Project to restore bleachers in Sunset Park, and take action as necessary.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

1. Presentation – Sunset Park Proposal to Restore Bleacher Set
2. Parks and Recreation Board Meeting Draft Minute Excerpt – 07-24-14

APPROVALS

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

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- Exec. Dir. of Support Services *ST*

Approved for Submittal to City Council:Robert Gracia
City Manager

EXECUTIVE SUMMARY

On July 24, 2014, Joshua Garcia, Troop 1000 presented a proposed Eagle Scout Project (Project) to be placed in Sunset Park to the Parks and Recreation Board (Board). After reviewing his presentation regarding the proposal to restore bleachers, the Board unanimously recommended the Project plan for approval as presented.

Staff recommends approval of the proposed Eagle Scout Project at Sunset Park based upon Joshua Garcia's presentation and the recommendation of the Parks and Recreation Board.

Sunset Park

Proposal to Restore Bleacher set

Eagle Project by Joshua Garcia – Troop 1000





Proposal

Restore bleacher set back to Sunset Park baseball field. Project to be done at Parks and Recreation office (Supervised by Mr. McCarthy & Mr. Adams).



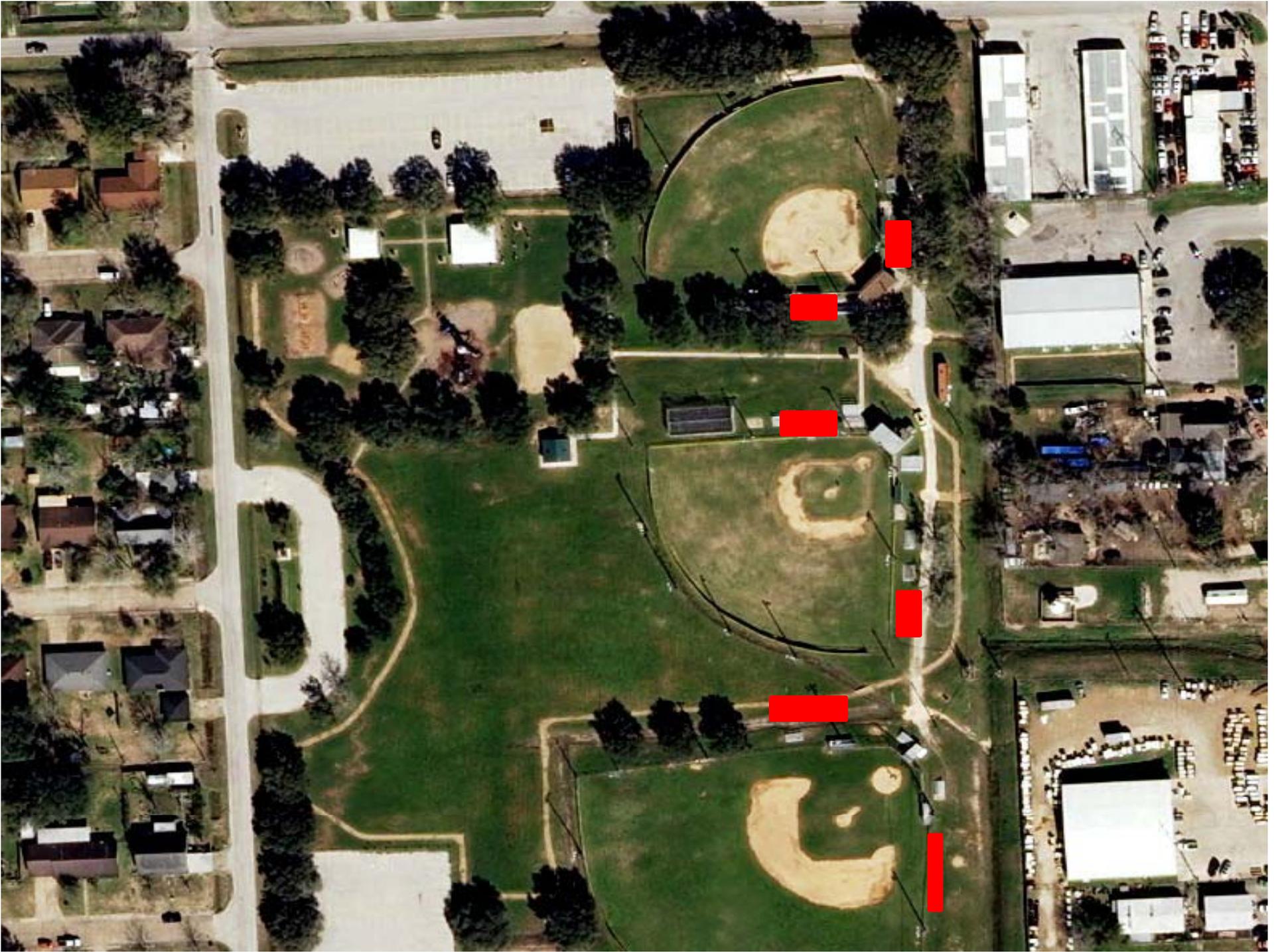
Purpose

Restoring the bleachers will make the park more appealing for visitors while provide more sitting options during ball games in turn promote more adult participation.

Overview

● Project Overview

- Remove all existing hardware & boards.
 - Remove all rust from metal structure by wire brush & grinding.
 - Apply 2 coats of primer paint.
 - Apply a minimum of 2 more coats of metal paint.
 - Replace all boards & bolts with treated lumber.
- ## ● Final project scope will require final approval by the scout master.



DRAFT

CITY OF ROSENBERG PARKS AND RECREATION BOARD MEETING MINUTES

*** DRAFT ***

On this the 24th day of July 2014, the Parks and Recreation Board of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session at Rosenberg Civic Center located at 3825 Hwy. 36 South, Rosenberg, Texas.

MEMBERS PRESENT

Teresa Bailey	Parks and Recreation Board Chairman
George Zepeda	Parks and Recreation Board Vice-Chairman
Stanley Kucherka	Parks and Recreation Board Secretary
William Allen	Parks and Recreation Board Member
Melissa Dixon	Parks and Recreation Board Member
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Eric Juarez	Parks and Recreation Board Member
Bertha Nell Kelm	Parks and Recreation Board Member
Ray Kueck	Parks and Recreation Board Member
Eric Ramirez	Parks and Recreation Board Member
Amanda Bolf	Council Liaison

MEMBERS ABSENT

Julia Worley	Parks and Recreation Board Member
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STAFF PRESENT

Christine Krahn	Acting City Secretary
Darren McCarthy	Parks and Recreation Director
Lydia Acosta	Recreation Programs Coordinator
Katrina Poppleton	Parks and Recreation Clerk

GUESTS PRESENT

Gerald DeLoach	Drastik Music
Paula Bauer	LCISD Project Learn
Zachary Lawrence	BSA Troop 1656
Joshua Garcia	BSA Troop 1000
Rick Adams	CPC of Texas Master Naturalists

AGENDA

7. CONSIDERATION OF AND ACTION ON PROPOSED EAGLE SCOUT PROJECT BY JOSHUA GARCIA OF TROOP 1000 TO REFURBISH BLEACHERS FOR USE IN SUNSET PARK.

Key Discussion: Darren McCarthy, Parks and Recreation Director, introduced Eagle Scout candidate Joshua Garcia of Troop 1000. Joshua explained that to obtain his Eagle rank he would like to complete a project in Sunset Park. The project would be to restore one bleacher set to the baseball field. By restoring the bleachers, the park would be more appealing to visitors and provide more seating options, which may then increase more adult participation at the park. Joshua estimates the total cost of the project to be between \$400 and \$500, which would be funded through donations. He noted that the project would require final approval from his scoutmaster, and he would work under the guidance of Rick Adams, of the Texas Master Naturalists. William Allen asked how long the restoration would take. Josh answered that he anticipates working on the bleachers through the fall and winter to have the project completed in time for spring baseball. Darren added that this is a duplicate project for the department and Eagle Scout candidates because of the size and scope of the work to be done on each set of bleachers.

ACTION: William Allen made a motion, seconded by Melissa Dixon, to approve the proposed Eagle Scout Project in Sunset Park. The motion passed by a unanimous vote of those present.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
4	Citizen Requested Discussion
ITEM/MOTION	
Hear and discuss a citizen request to address City Council regarding a previous donation of certain property for use as parkland, and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds: N/A

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

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

1. McLeod Correspondence – 07-27-14

APPROVALS		
Submitted by:	Reviewed by:	Approved for Submittal to City Council:
<i>Joan Williams McLeod/rl</i>	<input type="checkbox"/> Exec. Dir. of Administrative Services <input type="checkbox"/> Asst. City Manager of Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	 Robert Gracia City Manager
Joan Williams McLeod		

EXECUTIVE SUMMARY
Ms. Joan Williams McLeod has requested an opportunity to address City Council regarding a certain six (6) acres of land donated by her family approximately twenty (20) years ago for parkland use.

RECEIVED
JUL 29 2014
BY:

Mayor Vincent Morales
City Manager Robert Gracia
City Attorney Scott M. Tschirhart
2110 4th Street
Rosenberg, Texas 77471

July 27, 2014

Dear Sirs:

I am writing you this letter to ask to be on the agenda at the August 19th meeting of your Rosenberg City Council. I wish to speak as a citizen representing my family without a lawyer.

Enclosed is an article from the Houston Chronicle dated July 10th 2014 that further stated my concerns for the safety of the six acres my family donated for "park purposes" to the City of Rosenberg twenty years ago. The condemnation for the pipeline should be the major reason the City should deed this parcel back to our family as soon as possible as we gave this six acres some twenty years ago. The underground pipeline endangers the purpose and public use.

First: The land was never used for "park purposes" as your lawyers wrote in the deed.

Second: The city leased the land during that period and allowed hisssabe to take over. It became a ground for trash dumping and poachers for hunting deer and dove.

Third: The city bought 100 acres of the park from General Homes bankruptcy which we had sold with the promise of the name "Willions Crossing" to be on the development.

Fourth: When we donated the remaining six acres, we were assured the Park would bear our name (by the Mayor and City Manager accepting the donation).

Fifth: We have all received notice of the widening of FM 2218 as well as the pipeline condemnation. This will both decrease the acreage and purpose of the six acres.

Sixth: The pipeline royalties should be given to our family as they are under the property like any other excluded minerals. Read the deed....

I plan to file an ~~injunction~~ ^{intervention} on
this issue without a lawyer as
my right mentioned by Mr. Schickart
in a letter.

We do not think you have
lived up to your promises over
the last twenty years, and we
have waited all this time in
vain. I feel very strongly about
these broken promises and would
not want the public to think the
city has treated our family
unfairly.

My father was a farmer and
rancher with no oil wells to work
and pay for the land through the
droughts and the Depression. He
even lost his thumb while roping
a steer on this land.

He was elected to the school
board 26 years and promoted the
consolidation of Janar & ISTD. for the
benefit of all the country folk like
us.

As an only child, I feel the
responsibility to protect the truth and
integrity for which he stood.
This should not be a legal matter
but the return of a gift not used
for its promised purpose.
Joan Williams McLeod

Pipeline center will focus on safety

Industry-supported research organization planning to test new technology at real-world speed

By Rhiannon Meyers

As the pipeline industry strives to reduce failures in the aftermath of several high-profile ruptures, an industry-supported research organization is developing a \$10 million center in northwest Houston aimed at developing new technologies to bolster safety.

The Pipeline Research Council International, which is building the Technology Development Center, says it will be the largest independent pipeline testing facility of its kind. The council expects to complete construction by February.

"We as operators need to have confidence in new ideas and new technologies, and this is a step to obtaining that confidence," said John O'Brien, Chevron's focus area manager for facilities,



This rendering shows the Technology Development Center in northwest Houston. Construction is to be completed by February on the \$10 million project, considered the largest independent pipeline testing facility of its kind.

Pipeline Research Council International

operations and reliability and a member of the council's steering committee.

Located on 8 acres on Langfield Road, the complex will feature longer lengths of pipeline, up to 700 feet, to assess tools at

real-world speed not readily accessible to the energy industry before, the council's president, Cliff Johnson, said.

O'Brien said that allowing the industry to evaluate new technologies before they are deployed es-

pecially benefits smaller, innovative companies that don't have the infrastructure to experiment.

The National Transportation Safety Board has identified several improvements the industry should make to inspect and manage aging pipeline infrastructure.

A pipeline exploded in the San Francisco suburb of San Bruno in September 2010, killing eight people and prompting an investigation by the federal agency, which faulted the pipeline owner for an ineffective and deficient pipeline integrity management program.

After the explosion, the industry vowed to reduce its failure rate to zero, Johnson said.

"Our industry needs to push the envelope so what happened in 2010 ... never happens again," he said.

Two years ago, the council created a pipeline repository in

able for evaluation and testing. The repository has been key to evaluating and developing new technologies, O'Brien said.

Having regular access to sample testing, Kentucky-based Seikowave expedited development of an X-ray technology, originally eyed for dental use, to create a more accurate and portable technology for measuring pipeline damage.

The company took the product from concept to commercialization in 18 months, O'Brien said. Such development typically takes a decade, he said.

The repository has accumulated more than 600 samples within two years.

"It just shows the need is very large," Johnson said. "I think we underestimated how big the need was."

The samples will be moved to the center when it opens.

Developers of a pipeline research center in Houston hope to prevent disasters like the one in 2010 that devastated this San Bruno, Calif., neighborhood, killing eight people.





CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
5	First Public Hearing on Proposed Ad Valorem Tax Rate
ITEM/MOTION	
Hold first public hearing to consider comments relating to the proposed Ad Valorem Tax Rate for the Fiscal Year beginning October 01, 2014, and ending September 30, 2015, and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

1. Notice of Proposed Tax Rate

APPROVALS**Submitted by:**

Joyce Vasut
Executive Director of
Administrative 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

Chapter 26 of the Property Tax Code requires that taxing units comply with Truth-in-Taxation laws during the tax rate adoption process. These laws were designed to make taxpayers aware of tax rate proposals and to provide an avenue for comment. On Saturday, August 09, 2014, City Council set two (2) public hearing dates for Tuesday, August 19, 2014, at 7:00 p.m., and Tuesday, August 26, 2014, at 6:00 p.m., to receive public comment regarding the proposed Ad Valorem Tax Rate for the fiscal year beginning October 1, 2014, and ending September 30, 2015.

The required notice was published in the newspaper on August 12, 2014, to give the public the proper notification.

The Truth-in-Taxation laws also require that at each public hearing, the governing body must announce the date, time and place of the meeting at which it will vote on the tax rate. The meeting to vote on the tax rate has been set for Tuesday, September 02, 2014, at 7:00 p.m., at the Rosenberg City Hall Council Chamber at 2110 4th Street, Rosenberg, Texas 77471.

NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF ROSENBERG

A tax rate of \$0.490000 per \$100 valuation has been proposed for adoption by the governing body of City of Rosenberg. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.490000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.500000 per \$100
EFFECTIVE TAX RATE	\$0.478172 per \$100
ROLLBACK TAX RATE	\$0.504526 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Rosenberg from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Rosenberg may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Patsy Schultz
City of Rosenberg tax assessor-collector
1317 Eugene Heimann Circle, Richmond, TX 77469
281-341-3735
Patsy.Schultz@fortbendcountytexas.gov
fortbendcountytexas.gov

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 19, 2014 at 7:00 PM at Rosenberg City Hall at 2110 4th Street, Rosenberg, TX 77471.

Second Hearing: August 26, 2014 at 6:00 PM at Rosenberg City Hall at 2110 4th Street, Rosenberg, TX 77471.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
6	Public Hearing for Fiscal Year 2014-2015 Proposed Budget

ITEM/MOTION

Hold first public hearing to consider comments relating to Fiscal Year 2014-2015 Proposed Budget, which includes the City of Rosenberg's Capital Improvement Plan (CIP), and take action as necessary.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

- Notice of Public Hearing for FY2014-2015 Budget
- Rosenberg City Charter Excerpt – Section 9.06

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative 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

Section 9.06 of the Rosenberg City Charter requires the Rosenberg City Council to hold a public hearing on the proposed Budget submitted; and, all interested persons shall be given an opportunity to be heard for or against any item or the amount of any item contained in the proposed Budget.

Notice of this public hearing was published in the newspaper on Sunday, August 10, 2014. The second public hearing on the proposed Budget will be held on Tuesday, August 26, 2014.

This public hearing is held to provide the citizens the opportunity to present their comments regarding the proposed FY2014-2015 Budget.

CITY OF ROSENBERG
NOTICE OF PUBLIC HEARING FOR 2014-2015 BUDGET

The City of Rosenberg will hold two public hearings on the annual operating budget for fiscal year October 1, 2014 through September 30, 2015. The public hearings will be held on Tuesday, August 19, 2014 at 7:00 p.m. and on Tuesday, August 26, 2014, at 6:00 p.m. at the Rosenberg City Hall Council Chamber at 2110 Fourth Street, Rosenberg, Texas 77471. The proposed budget is available for review on the City's website at www.ci.rosenberg.tx.us or in the City Secretary's office at City Hall.

Code of Ordinances, City of Rosenberg, Texas
Part I - The Charter
Article IX - Municipal Finance

Sec. 9.06. - Notice of public hearing on budget.

At the meeting of the city council at which the budget is submitted, the city council shall cause to be published in a newspaper of general circulation published in the City of Rosenberg, a notice of the hearing setting forth the time and place thereof at least five days before the date of such hearing.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
7	Proposed FY2014-15 Budget Discussion
ITEM/MOTION	
Hold discussion by City Council on the Fiscal Year 2014-2015 Proposed Budget, which includes the City of Rosenberg's Capital Improvement Plan (CIP), and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

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

1. Rosenberg City Charter Excerpt – Section 9.08

APPROVALS**Submitted by:**

Joyce Vasut
Executive Director of
Administrative 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

Section 9.08 of the Rosenberg City Charter requires that after the conclusion of the public hearing on the proposed Budget, the City Council may insert new items or may increase or decrease the items of said Budget, except items in proposed expenditures fixed by law. However, if City Council requests to increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.

At this time, City Council shall have an opportunity to discuss the proposed FY2014-2015 Budget, any changes thereto, and by a majority vote direct staff to make such changes.

City Council may vote to direct staff to make changes to the Budget. A second public hearing and Budget discussion will be held on Tuesday, August 26, 2014, to finalize the Budget. The final FY2014-2015 Budget will be considered for adoption at the September 02, 2014 City Council Meeting.

Code of Ordinances, City of Rosenberg, Texas

Part I - The Charter

Article IX - Municipal Finance

Sec. 9.08. - Proceedings on budget after public hearing.

After the conclusions of such public hearing, the city council may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
8	Resolution No. R-1837 - Resale of Tax Foreclosure Property

ITEM/MOTION

Consideration of and action on Resolution No. R-1837, a Resolution authorizing the resale of property described in Exhibit "A", attached hereto for all purposes, having been acquired through tax foreclosure proceedings.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A District 1 District 2 District 3 District 4 City-wide N/A**SUPPORTING DOCUMENTS:**

1. Resolution No. R-1837
2. Property Location Maps

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative 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

Mike Darlow with Perdue, Brandon, Fielder, Collins and Mott LLP (PBFCM), provided a list of property held in trust by the City or Fort Bend County on lots in the City that did not sell at the initial tax sale. Mr. Darlow suggested that the City Council authorize the tax attorneys to conduct a second tax sale to try to sell the lots. City staff has reviewed the list and approved those properties in Exhibit 'A' for resale. Yolanda Humphrey from PBFCM will be available at the meeting to answer any questions that council may have.

Staff recommends approval of Resolution No. R-1837, a Resolution authorizing the resale of property described in Exhibit "A" that was acquired through tax foreclosure proceedings. Upon approval of the Resolution, staff will include the required approval date in the Resolution.

RESOLUTION NO. R-1837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE RESALE OF PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO FOR ALL PURPOSES, HAVING BEEN ACQUIRED THROUGH TAX FORECLOSURE PROCEEDINGS.

* * * * *

WHEREAS, on the _____ day of _____, 2014, at the regularly scheduled meeting of the City of Rosenberg's City Council, a motion was duly made and seconded for the City of Rosenberg to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings; and,

WHEREAS, the City of Rosenberg requests that the Constable of Fort Bend County conduct such sale in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; and further that the City of Rosenberg notify the Constable that it would not object to a sale price of such property in the sum of: See Exhibit "A"; and,

WHEREAS, discussion amongst the City Council was then conducted, and upon completion of the same, the Mayor called a vote on the motion, and the same was passed by majority; now, therefore,

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

Section 1. The City of Rosenberg offers for resale, in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, the property described on Exhibit "A", attached hereto and made a part hereof for all purposes.

Section 2. The Fort Bend County Constable is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such property is as set forth on Exhibit "A", attached hereto for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

Exhibit "A"

	PREVIOUS OWNER CASE NUMBER LEGAL DESCRIPTION	MINIMUM BID AT ORIGINAL TAX SALE	APPRAISED VALUE AT TIME OF JUDGMENT	ACCOUNT NUMBER	DATE OF INITIAL TAX FORECLOSURE SALE	OPENING BID FOR RESALE
1.	<p>City of Rosenberg vs. Hubbard, Ella B. Norris, Et al Cause # 02-DCV-126963</p> <p>LOT TWO (2), BLOCK TEN (10), KAFFENBERGER ADDITION TO THE TOWN OF ROSENBERG, LOCATED IN FORT BEND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 845, PAGE 521 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS. (ACCOUNT NUMBER 4415-00-010-0020-901)</p> <p>Subject to 2007-2008 taxes.</p>	\$12,185.47	\$15,560.00	4415000100020901	3/31/2008	\$3,000.00
2.	<p>Fort Bend County, Et Al vs. Juan Padilla, Et Al Cause # 07-DCV-160308</p> <p>LOT 5 IN BLOCK 1 OF GOARS ADDITION, AN ADDITION TO THE CITY OF ROSENBERG, IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 27 OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.</p> <p>Subject to 2012 taxes</p>	\$7,730.00	\$7,730.00	3620000010050901	1/18/2013	\$3,000.00
3.	<p>City of Rosenberg vs. Jose Rodriguez, Et Al Cause # 10-DCV-181348</p> <p>ALL OF LOT NO. EIGHTEEN (18) AND THE SOUTH ONE-HALF (1/2) OF LOT NO. SEVENTEEN (17) IN BLOCK NO. TWENTY (20) OF THE TOWN OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID TOWN SHOWN OF RECORD IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE IN AID OF FURTHER DESCRIPTION, AND BEING SAME PROPERTY DESCRIBED IN RELEASE OF DEED OF TRUST, DATED JULY 10, 1963 FROM D. W. SCHUECH TO FRED R. BROOKS, RECORDED IN VOLUME 131, PAGE 166 OF DEED OF TRUST RECORDS OF FORT BEND COUNTY, TEXAS, TOGETHER WITH ALL IMPROVEMENTS SITUATED THEREON.</p>	\$7,650.00	\$7,650.00	7835000200176901	1/18/2013	\$3,000.00

Exhibit "A"

	Subject to 2012 taxes					
4.	<p>Fort Bend County vs. Jimmy Plata, AKA Jimmie Plata AKA Jim Plata, Et Al Cause # 09-DCV-174979</p> <p>LOT 10 IN BLOCK 15 OF THE CITY OF ROSENBERG, TEXAS, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS</p>	\$19,511.81	<p><u>Value of Tract 1</u> \$31,120.00 <u>Value of Tract 2</u> \$35,960.00 <u>Total value of Tract</u> <u>1 & 2</u> \$67,080.00</p>	<p>7835000150100901 7835000150101901</p>	8/16/2013	\$10,000.00
5.	<p>City Of Rosenberg vs. Wickes, Mandy, Et Al Cause # 10-DCV-179605</p> <p>LOT THIRTY EIGHT (38), BLOCK ONE (1), RIVERSIDE TERRACE, SECTION 1, AN ADDITION TO THE CITY OF ROSENBERG, LOCATED IN FORT BEND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN VOLUME 405, PAGE 329 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.</p>	\$9,992.39	\$10,030.00	7610010010380901	8/16/2013	\$5,000.00
6.	<p>Fort Bend County vs. Roberta Harris Cause # 10-DCV-182226</p> <p>LOT 4 IN BLOCK 16 OF ROSENBERG, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.</p>	\$5,057.77	\$8,500.00	7835000160040901	8/16/2013	\$2,500.00

AVE E

1111—

44-15-00-010-0010-901

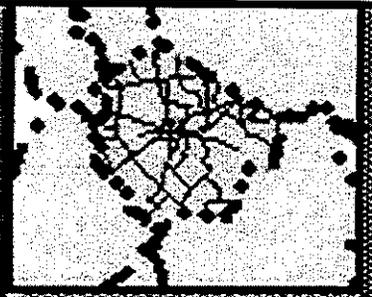
MULCAHY

44-15-00-010-0020-901

City of Rosenberg vs. Hubbard, Ella B.
Norris, Et al Cause # 02-DCV-126963

44-15-00-010-0030-901





3620-00-001-0030-901

3620-00-001-0040-901

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000-0001-901

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3620-00-001-0050-901

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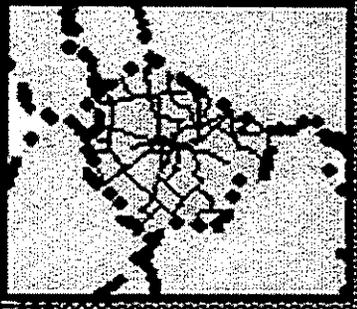
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3620-00-001-0270-901



Fort Bend County, Et Al vs. Juan Padilla,
Et Al Cause # 07-DCV-160308

3620-00-001-0070-901



7835-00-020-0140-901

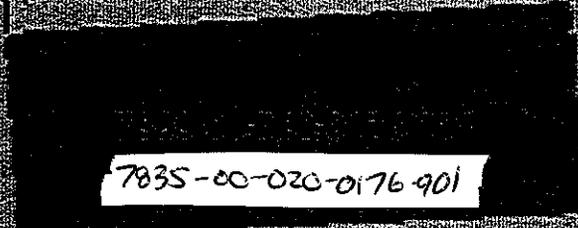
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3620-00-002-0140-901

7835-00-020-0180-901



SECOND ST

7835-00-021-0080-901

3620-00-002-0150-901

7835-00-021-0070-901

3620-00-002-0181-901

7835-00-020-0190-901

3620-00-002-0180-901

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AVE D

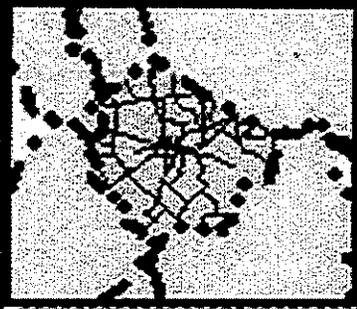
City of Rosenberg vs. Jose Rodriguez, Et
Al Cause # 10-DCV-181348

7835-00-027-0010-901

7835-00-027-0140-901

7835-00-028-0010-901





7835-00-015-0080-901

7835-00-015-0090-901

1111

7835-00-015-0101-901

TRACT 1
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7835-00-015-0110-901

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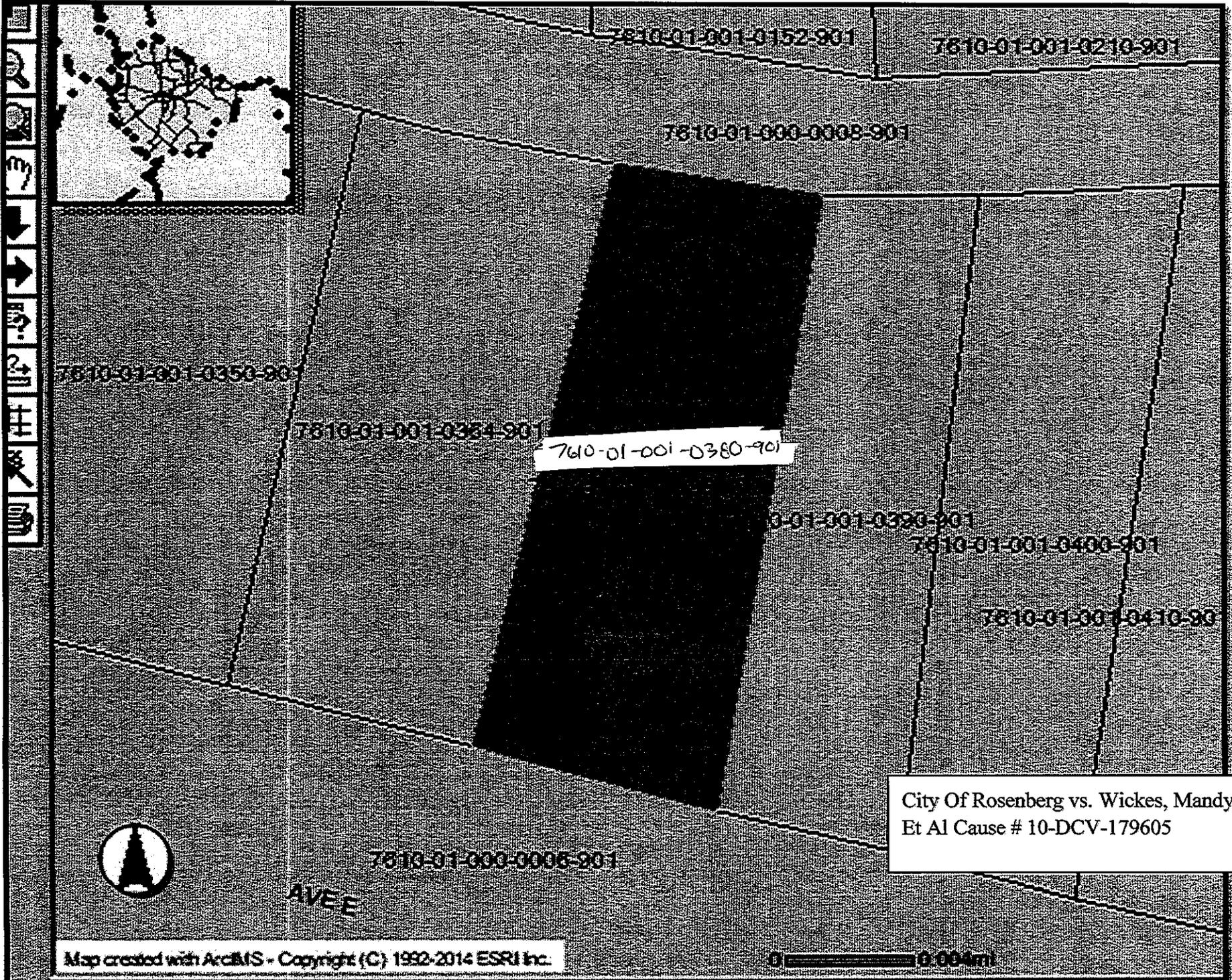
7835-00-015-0112-901

7835-00-015-0120-901

SECOND

Fort Bend County vs. Jimmy Plata, AKA
Jimmie Plata AKA Jim Plata, Et Al
Cause # 09-DCV-174979





7610-01-001-0380-901

City Of Rosenberg vs. Wickes, Mandy,
Et Al Cause # 10-DCV-179605



Created by: City of Rosenberg GIS - Paul M. Jones
 Date Created: August 15, 2014
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of geographic features.

**Fort Bend County vs Roberta Harris
 Cause # 10-DCV-182226**

Scale:
 1:720
 or
 1 inch = 60 feet
 0 10 20 30 40 50
 Feet





CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
9	Resolution No. R-1838 - Employee Benefits Trust Declaration of Trust

ITEM/MOTION

Consideration of and action on Resolution No. R-1838, a Resolution authorizing amendments to the Employee Benefits Trust Declaration of Trust, a Trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents, with life, dental, disability, sickness, accident, and other health benefits, either directly or through the purchase of insurance, and to perform operations in furtherance thereof.

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. Declaration of Trust - Redlined
2. Resolution No. R-1838
3. City Council Meeting Minute Excerpt – 08-20-13
4. City Council Meeting Minute Excerpt – 07-19-11
5. City Council Meeting Minute Excerpt – 03-01-11
6. City Council Meeting Minute Excerpt – 09-02-08

APPROVALS

Submitted by:

Lisa Olmeda
 Lisa Olmeda
 Human Resources Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

Staff worked with Burke Sunday to establish the Employee Benefits Trust (Trust) for the purpose of providing City personnel and retirees with specific benefits. City Council approved the Declaration of Trust document on September 02, 2008, thus creating the Trust. The City Council also amended the Declaration of Trust on March 01, 2011, July 19, 2011, and also on August 20, 2013, in regards to Trustee membership and updated legislative requirements.

On Tuesday, August 19, 2014, the Employee Benefits Trust Committee will meet to discuss the necessary changes to the Declaration of Trust, Section I to reflect the change in Trustees, and also to Schedule "A" to reflect the new plan year of 2014. Therefore, the Declaration of Trust document would need to be amended to reflect these changes.

Attached please find a redlined copy of the recommended changes to same for City Council consideration. Mr. Sunday will be available at the City Council meeting to answer any questions.

Staff recommends approval of Resolution No. R-1838, authorizing the amendment to the Employee Benefits Trust Declaration of Trust, attached as Exhibit "A" to said Resolution.

DECLARATION OF TRUST

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I.

The City of Rosenberg ("City"), as Settlor, designates the members of the Employee Benefits Committee (Vincent M. Morales, Jr., Mayor, Amanda Bolf and Jimmie Pena, Councilmembers, Robert Gracia, ~~Interim~~ City Manager, Joyce Vasut, ~~Finance Executive~~ Director of Administrative Services, and Lisa Olmeda, Human Resources Director), to be Trustees to hold in trust funds which are the property of the City, and all substitutions and additions to such funds, for the purpose of providing life, disability, dental, sick, accident, and other health benefits to the City's employees, qualified retirees and their dependents.

II. PURPOSE

This is a nonprofit trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents with life, disability, dental, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof.

III. DURATION

The Trust shall continue until terminated by operation of law, by majority vote of the Trustees, or by the City Council of the City.

IV. TRUSTEES: APPOINTMENT, COMPENSATION, OFFICERS, AND MEETINGS

APPOINTMENT. The Trustees are appointed by the City of Rosenberg City Council and each Trustee shall serve at the will and pleasure of the City Council.

COMPENSATION. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the City of Rosenberg.

OFFICERS. The Trustees shall elect a Chairman, Vice-Chairman, and Secretary. The Chairman shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees. The Vice-Chairman shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings to the Trustees.

MEETINGS. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

**V.
RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING**

RIGHTS, POWERS, AND DUTIES. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.
2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts and agreements or any other legal documents herein authorized shall be approved by the Trustees and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.
3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Paragraph II herein, and to operate and administer the Trust solely in the interest of the City's officers, employees, qualified retirees and dependents thereof and for the exclusive purpose of providing benefits to the City defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, dental or accident and health insurance to provide coverage for participating City officers, employees, qualified retirees, and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing life, disability, sick, accident, dental and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, and administrative services. When required by law or desired by the

Trustees, the Trustees may seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall use the City's depository for the Trust's funds. The Trustees shall designate signatories for the Trust's depository accounts.
7. The Trustees shall use the City's internal and external accounting procedures to arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.
8. The City of Rosenberg may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the City of Rosenberg to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the City of Rosenberg must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.
9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.
10. The Trustees have the authority to terminate the Trust at any time.
11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Paragraph IX herein.
12. The Trustees may contract with the City for the management and operations of the Trust.

QUORUM AND VOTING. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI. BENEFICIARY

The beneficiary of the Trust is the City.

**VII.
TRUST FUNDS**

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. to pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the performance of their duties as defined to be those allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] and or permitted by the State Comptroller of the State of Texas in its role as the administrator of this legislation;
2. to pay premiums on any insurance policies allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] purchased by the Trust;
3. to make authorized investments;
4. to pay claims under any health benefits plan adopted by the Trustees;

**VIII.
LIABILITY OF TRUSTEES AND OFFICERS**

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City of Rosenberg shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City of Rosenberg shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

**IX.
AMENDMENT, REVOCATION AND TERMINATION**

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Paragraph II of this Declaration of Trust. The Beneficiary of the Trust shall have the right to amend or terminate this Declaration of Trust. Its approval shall be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and, then, either apply any remaining balance of the funds for the benefit of those covered persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such covered persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the City for the purposes provided in Paragraph II herein or trustees of any trust or trusts established for a substantially similar purpose to be applied for uses substantially similar to those set forth in Paragraph II herein.

**X.
GOVERNING LAW**

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

**XI.
MISCELLANEOUS**

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Paragraphs of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Paragraph but shall not be used in construing this Declaration of Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS WHEREOF, the undersigned parties have executed this amended Declaration of Trust on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

CITY OF ROSENBERG, SETTLOR

Vincent M. Morales, Jr., Mayor

TRUSTEES:

Vincent M. Morales, Jr., Mayor

Amanda Bolf, Trustee

Jimmie Pena, Trustee

Robert Gracia, Trustee

Joyce Vasut, Trustee

Lisa Olmeda, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

| This instrument was acknowledged before me on _____, 201420142013, by Vincent M. Morales, Jr., Mayor of the City of Rosenberg, on behalf of Settlor.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

| This instrument was acknowledged before me on _____, 201420142013, by Vincent M. Morales, Jr., Trustee.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

| This instrument was acknowledged before me on _____, 201420142013, by Amanda Bolf, Trustee.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

| This instrument was acknowledged before me on _____, 201420142013, by Jimmie Pena, Trustee.

Notary Public, State of Texas
My Commission Expires: _____

SCHEDULE A

The following is a list of the assets initially transferred by the City of Rosenberg, Settlor, to the Trust:

- | City of Rosenberg's first month (October 201~~3~~4) contributions for Employee, Dependent, and Retiree Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long Term Disability Benefits.
- | City of Rosenberg Employee, Dependents, and Retirees first month (October 201~~3~~4) of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long Term Disability Insurance Benefits.

RESOLUTION NO. R-1838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING AMENDMENTS TO THE EMPLOYEE BENEFITS TRUST DECLARATION OF TRUST, A TRUST CREATED FOR THE PURPOSE OF PROVIDING CITY OFFICERS, EMPLOYEES, AND QUALIFIED RETIREES AND THEIR DEPENDENTS, WITH LIFE, DENTAL, DISABILITY, SICKNESS, ACCIDENT, AND OTHER HEALTH BENEFITS, EITHER DIRECTLY OR THROUGH THE PURCHASE OF INSURANCE, AND TO PERFORM OPERATIONS IN FURTHERANCE THEREOF.

* * * * *

WHEREAS, the City Council has approved the establishment of an Employee Benefit Trust ("Trust") for purpose of providing City officers, employees, and qualified retirees and their dependents, with life, dental, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance; and,

WHEREAS, the City Council has granted its approval to amend the Trust; and,

WHEREAS, the Trust will endeavor to establish necessary operations for the benefit of the Trust and the City officers, employees, qualified retirees, and their dependents; now, therefore,

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

Section 1. The City Council hereby authorizes an amendment to the Employee Benefits Trust Declaration of Trust, designating all members of the Employee Benefits Committee to be Trustees, and authorizing the Trust to purchase various forms of insurance for the benefit of City officers, employees, qualified retirees, and their dependents.

Section 2. A copy of such amended Employee Benefits Trust Declaration of Trust 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**

DECLARATION OF TRUST

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I.

The City of Rosenberg ("City"), as Settlor, designates the members of the Employee Benefits Committee (Vincent M. Morales, Jr., Mayor, Amanda Bolf and Jimmie Pena, Councilmembers, Robert Gracia, City Manager, Joyce Vasut, Executive Director of Administrative Services, and Lisa Olmeda, Human Resources Director), to be Trustees to hold in trust funds which are the property of the City, and all substitutions and additions to such funds, for the purpose of providing life, disability, dental, sick, accident, and other health benefits to the City's employees, qualified retirees and their dependents.

II. PURPOSE

This is a nonprofit trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents with life, disability, dental, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof.

III. DURATION

The Trust shall continue until terminated by operation of law, by majority vote of the Trustees, or by the City Council of the City.

IV. TRUSTEES: APPOINTMENT, COMPENSATION, OFFICERS, AND MEETINGS

APPOINTMENT. The Trustees are appointed by the City of Rosenberg City Council and each Trustee shall serve at the will and pleasure of the City Council.

COMPENSATION. The Trustees shall be reimbursed for all reasonable and necessary expenses incurred by them in the performance of their duties and will otherwise receive no compensation for their service as Trustees. Any approved reimbursement(s) will be made by the City of Rosenberg.

OFFICERS. The Trustees shall elect a Chairman, Vice-Chairman, and Secretary. The Chairman shall preside at meetings of the Trustees and shall have all such other powers as are conferred herein or by majority vote of the Trustees. The Vice-Chairman shall preside at meetings of the Trustees whenever the Chairman is absent. The Secretary will oversee the preparation of meeting agendas, giving notice of meetings to the Trustees, and the minutes of the meetings to the Trustees.

MEETINGS. A meeting of the Trustees may be called by the Chairman or on written request to the Chairman by two Trustees. Trustees shall have at least three days written notice of any meeting. For purposes of this section, electronic mail notice is written notice.

**V.
RIGHTS, POWERS, AND DUTIES OF TRUSTEES; QUORUM AND VOTING**

RIGHTS, POWERS, AND DUTIES. In addition to all other powers and duties conferred on them by this Trust document and imposed or authorized by law, the Trustees shall have the following powers and duties:

1. The Trustees shall carry out all of the duties necessary for the proper operation and administration of the Trust on behalf of the covered persons and shall have all the powers necessary and desirable for the effective administration of the affairs of the Trust.
2. The Trustees have the general power to make and enter into all contracts and agreements necessary or convenient to carry out any of the powers granted by this Trust document or by law or to effectuate the purpose of the Trust. All such contracts and agreements or any other legal documents herein authorized shall be approved by the Trustees and signed by the Chairman on behalf of the Trust. The Trustees may also designate another Trustee to sign such documents.
3. The Trustees shall use the Trust's funds to accomplish the purpose of the Trust, as described in Paragraph II herein, and to operate and administer the Trust solely in the interest of the City's officers, employees, qualified retirees and dependents thereof and for the exclusive purpose of providing benefits to the City defraying the reasonable expenses of administration of the Trust. To this end, the Trustees may purchase life, disability, dental or accident and health insurance to provide coverage for participating City officers, employees, qualified retirees, and their dependents. The Trustees may also adopt a health benefits plan that covers eligible City officers, employees, qualified retirees, and their dependents.
4. The Trustees may accept contributions to the Trust funds from any source including contributions from covered persons receiving benefits from the Trust.
5. The Trustees shall be authorized to contract with any qualified organization to perform any of the functions necessary for providing life, disability, sick, accident, dental and other health benefits, including but not limited to excess loss insurance, stop loss insurance, claims administration, and administrative services. When required by law or desired by the

Trustees, the Trustees may seek sealed competitive bids or sealed competitive proposals with respect to contracts required to carry out the operations of the Trust and to affect the purpose of the Trust.

6. The Trustees shall use the City's depository for the Trust's funds. The Trustees shall designate signatories for the Trust's depository accounts.
7. The Trustees shall use the City's internal and external accounting procedures to arrange for proper accounting and reporting procedures for the Trust's funds and shall also provide for an annual audit of the Trust's financial affairs by a certified public accountant.
8. The City of Rosenberg may purchase insurance for the Trustees and any other fiduciaries appointed by the Trustees and for the City of Rosenberg to cover liability or losses occurring by reason of the act or omission of any one or more of the Trustees or any other fiduciary appointed by them. Any insurance purchased by the City of Rosenberg must give the insurer recourse against the Trustees or other fiduciaries concerned for breach of any fiduciary obligation or fiduciary duty owed to the Trust.
9. The Trustees may retain legal counsel to represent the Trust and the Trustees in all legal proceedings as well as to advise the Trust and the Trustees on all matters pertaining to the operation and administration of the Trust.
10. The Trustees have the authority to terminate the Trust at any time.
11. Upon termination of the Trust, the Trustees shall provide for the payment of Trust obligations, debts, losses, and other liabilities and shall provide for the disposition of the remaining Trust funds in accordance with Paragraph IX herein.
12. The Trustees may contract with the City for the management and operations of the Trust.

QUORUM AND VOTING. A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Trustees and the vote of a majority of the Trustees present shall be required for approval of any action at such meeting. The vote of such majority of the Trustees at such meeting shall constitute action of the Trustees as a group.

VI. BENEFICIARY

The beneficiary of the Trust is the City.

**VII.
TRUST FUNDS**

The Trust funds consist of the funds described in Schedule A hereto as provided by the Settlor to institute this Trust, future contributions by the Settlor, beneficiary contributions, investment income, and any other money or property which shall come into the hands of the Trustees in connection with the administration of the Trust. The Trustees may use the Trust's funds as follows:

1. to pay all expenses which the Trustees consider necessary in establishing the Trust and in administering the Trust and all reasonable expenses incurred by the Trustees in the performance of their duties as defined to be those allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] and or permitted by the State Comptroller of the State of Texas in its role as the administrator of this legislation;
2. to pay premiums on any insurance policies allowed under Section 222.002(c)(5)(A) [Texas Insurance Code] purchased by the Trust;
3. to make authorized investments;
4. to pay claims under any health benefits plan adopted by the Trustees;

**VIII.
LIABILITY OF TRUSTEES AND OFFICERS**

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties hereunder; and they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of the Trust funds or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties hereunder. To the fullest extent permitted by law: (a) the City of Rosenberg shall indemnify each Trustee who was, is, or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding ("Proceeding"), any appeal therein, or any inquiry or investigation preliminary thereto, by reason of the fact that the Trustee is or was a Trustee; (b) the City of Rosenberg shall pay or reimburse a Trustee for expenses incurred (i) in advance of the final disposition of a Proceeding to which such Trustee was, is or is threatened to be made a party, and (ii) in connection with such Trustee's appearance as a witness or other participation in any Proceeding.

**IX.
AMENDMENT, REVOCATION AND TERMINATION**

This Declaration of Trust and the Trust created herein shall terminate when and if required by operation of law. The Trustees shall have the power to amend, modify, terminate or revoke, in whole or in part, this Declaration of Trust and the Trust created herein by majority vote at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Trustees shall have no power to amend Paragraph II of this Declaration of Trust. The Beneficiary of the Trust shall have the right to amend or terminate this Declaration of Trust. Its approval shall be a condition or requirement for an authorized amendment by the Trustees.

Upon termination of the Trust, the Trustees shall pay all obligations, debts, losses, and other liabilities of the Trust. Thereafter, the Trustees shall first use the remaining trust funds to pay covered claims of persons covered under the City's health benefits plan that may be in effect at the time of termination of the Trust and, then, either apply any remaining balance of the funds for the benefit of those covered persons in such manner as the Trustees determine shall best carry out to purposes of this Trust or pay such balance over to such covered persons on a per capita basis. Notwithstanding the foregoing, the Trustees, upon termination of the Trust and payment of all Trust obligations may, by vote of a majority of the Trustees, transfer the remaining funds or any portion thereof to the City for the purposes provided in Paragraph II herein or trustees of any trust or trusts established for a substantially similar purpose to be applied for uses substantially similar to those set forth in Paragraph II herein.

**X.
GOVERNING LAW**

This Declaration of Trust and the Trust created herein shall be construed and governed by the laws of the State of Texas in force from time to time.

**XI.
MISCELLANEOUS**

Whenever the context so admits and such treatment is necessary to interpret this Declaration of Trust in accordance with its apparent intent, the use herein of the singular shall include the plural, and vice versa, and the use of the feminine, masculine, or neuter gender shall be deemed to include the other genders.

The captions or headings above the various Paragraphs of this Declaration of Trust have been included only to facilitate the location of the subjects covered by each Paragraph but shall not be used in construing this Declaration of Trust.

If any clause or provision of this Declaration of Trust proves to be or is adjudged invalid or void for any reason, such invalid or void clause, provision, or portion shall not affect the whole, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

IN WITNESS WHEREOF, the undersigned parties have executed this amended Declaration of Trust on the dates of their respective acknowledgments below. By joining in the execution of this Declaration of Trust, the Trustees signify acceptance of the Trust created hereunder, and covenant that the Trust will be executed with all due fidelity. This Trust is effective as of the last date of signature below.

CITY OF ROSENBERG, SETTLOR

Vincent M. Morales, Jr., Mayor

TRUSTEES:

Vincent M. Morales, Jr., Mayor

Amanda Bolf, Trustee

Jimmie Pena, Trustee

Robert Gracia, Trustee

Joyce Vasut, Trustee

Lisa Olmeda, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Vincent M. Morales, Jr., Mayor of the City of Rosenberg, on behalf of Settlor.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Vincent M. Morales, Jr., Trustee.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Amanda Bolf, Trustee.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Jimmie Pena, Trustee.

Notary Public, State of Texas
My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Robert Gracia, Trustee.

Notary Public, State of Texas

My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Joyce Vasut, Trustee.

Notary Public, State of Texas

My Commission Expires: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on _____, 2014, by Lisa Olmeda, Trustee.

Notary Public, State of Texas

My Commission Expires: _____

(SEAL)

Amended: 08-19-14

SCHEDULE A

The following is a list of the assets initially transferred by the City of Rosenberg, Settlor, to the Trust:

City of Rosenberg's first month (October 2014) contributions for Employee, Dependent, and Retiree Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long Term Disability Benefits.

City of Rosenberg Employee, Dependents, and Retirees first month (October 2014) of Plan Year's payroll deductions or contributions for Medical/Pharmacy Benefits, Dental Benefits, Life Insurance Benefits, and Long Term Disability Insurance Benefits.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1684, A RESOLUTION AUTHORIZING AMENDMENTS TO THE EMPLOYEE BENEFITS TRUST DECLARATION OF TRUST, A TRUST CREATED FOR THE PURPOSE OF PROVIDING CITY OFFICERS, EMPLOYEES, AND QUALIFIED RETIREES AND THEIR DEPENDENTS, WITH LIFE, DENTAL, DISABILITY, SICKNESS, ACCIDENT, AND OTHER HEALTH BENEFITS, EITHER DIRECTLY OR THROUGH THE PURCHASE OF INSURANCE, AND TO PERFORM OPERATIONS IN FURTHERANCE THEREOF.**

Executive Summary: Staff worked with Burke Sunday of SAI/CCBS to establish the Employee Benefits Trust (Trust) for the purpose of providing City personnel and retirees with specific benefits. City Council approved the Declaration of Trust document on September 02, 2008, thus creating the Trust. The City Council also amended the Declaration of Trust on March 01, 2011, and also on July 19, 2011, in regards to membership and updated legislative requirements.

On Tuesday, August 20, 2013, the Employee Benefits Trust Committee will meet to discuss the necessary changes to the Declaration of Trust, Section I to reflect the change in Trustees, and also Schedule "A" to reflect the new plan year of 2013. Therefore, the Declaration of Trust document would need to be amended to reflect the changes.

A redlined copy of the recommended changes to same for City Council consideration was included in the agenda packet. Mr. Sunday will be available at the City Council meeting to answer any questions.

Staff recommends approval of Resolution No. R-1684, authorizing the amended Employee Benefits Trust Declaration of Trust, attached as Exhibit "A" to said Resolution.

Key discussion points:

- Lisa Olmeda, Human Resources Director gave an overview of the item regarding Resolution No. R-1684.

Action: Councilor McConathy made a motion, seconded by Councilor Euton to approve Resolution No. R-1684, a Resolution authorizing amendments to the Employee Benefits Trust Declaration of Trust, a Trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents, with life, dental, disability, sickness, accident, and other health benefits, either directly or through the purchase of insurance, and to perform operations in furtherance thereof. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1685, A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN ADMINISTRATIVE SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG AND THE ROSENBERG EMPLOYEE BENEFITS TRUST, FOR THE PROVISION OF CERTAIN ADMINISTRATIVE SERVICES FOR A TERM OF ONE (1) YEAR.**

Executive Summary: This Administrative Services Agreement (Agreement) will accommodate certain administrative services that may be performed by the City of Rosenberg on behalf of the Rosenberg Employee Benefits Trust (Trust).

The Trust will meet on Tuesday, August 20, 2013, immediately preceding the Regular City Council Meeting. During the meeting, the Trust will be asked to approve the Agreement.

Staff recommends approval of Resolution No. R-1685, a Resolution authorizing the Interim City Manager to execute an Administrative Services Agreement, attached to Resolution No. R-1685 as Exhibit "A", for the provision of certain administrative services for a term of one (1) year, commencing October 01, 2013.

Key discussion points:

- Lisa Olmeda gave an overview of the item regarding Resolution No. R-1685.

Action: Councilor Euton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1685, a Resolution authorizing the Interim City Manager to execute, for and on behalf of the City, an Administrative Services Agreement, by and between the City of Rosenberg and the Rosenberg Employee Benefits Trust, for the provision of certain administrative services for a term of one (1) year. The motion carried by a unanimous vote.

- D. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1340, A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) SKID STEER LOADER, INCLUDING TWO (2) BUCKETS, PAVEMENT BREAKER, AND GRAPPLE BUCKET ACCESSORIES, FROM BOBCAT OF HOUSTON/PEARLAND, IN THE AMOUNT OF \$38,354.24; AND AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

Executive Summary: Staff has received and reviewed written proposals for the purchase of one (1) skid steer loader, including two (2) buckets, pavement breaker, and grapple bucket attachment for use by the Public Works/Utilities Departments. Three (3) price proposals were received. The lowest and best proposal was submitted by Bobcat of Houston/Pearland, in the amount of \$38,354.24. Bobcat of Houston/Pearland also offers an Annual Municipality Trade-In Program Agreement that will allow the City to upgrade the base loader annually, if the City chooses to participate in the program. This would allow the City to receive a new unit every twelve (12) months that would be covered by the manufacturer's warranty. Participation in this program will also help minimize maintenance costs. A trailer to transport the loader is being purchased separately in order to obtain more competitive pricing.

Staff recommends approval of Resolution No. R-1340, approving the purchase of one (1) skid steer loader with attachments as noted above in the amount of \$38,354.24, and authorizing the City Manager to execute all necessary documentation regarding same.

- E. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1348, A RESOLUTION AUTHORIZING APPOINTMENTS TO THE EMPLOYEE BENEFITS TRUST DECLARATION OF TRUST, A TRUST CREATED FOR THE PURPOSE OF PROVIDING CITY OFFICERS, EMPLOYEES, AND QUALIFIED RETIREES AND THEIR DEPENDENTS, WITH LIFE, DENTAL, DISABILITY, SICKNESS, ACCIDENT, AND OTHER HEALTH BENEFITS, EITHER DIRECTLY OR THROUGH THE PURCHASE OF INSURANCE, AND TO PERFORM OPERATIONS IN FURTHERANCE THEREOF.**

Executive Summary: Staff worked with Burke Sunday of City-County Benefit Services (CCBS) to establish the Employee Benefits Trust (Trust) for the purpose of providing City personnel and retirees with specific benefits. City Council approved the Declaration of Trust document on September 02, 2008, thus creating the Trust. The City Council also amended the Declaration of Trust on March 01, 2011, in regards to membership and updated legislative requirements.

On Tuesday, July 05, 2011, the City Council approved the Employee Benefits Committee members, which the Declaration designates to be Trustees. Therefore, the Declaration of Trust document would need to be amended to reflect the change in Trustees.

The Trust will be meeting on Tuesday, August 02, 2011, to review certain recommended changes necessary to revise the Declaration of Trust.

Staff recommends approval of Resolution No. R-1348, authorizing appointments to serve as Trustees for the Employee Benefits Trust.

Action: Councilor Suter made a motion, seconded by Councilor Salazar to approve the Consent Agenda Items A through E. The motion carried by a unanimous vote of those present.

REGULAR AGENDA

2. *This item was considered later in the meeting as Item No. 6A.*

CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1337, A RESOLUTION FINDING THAT CENTERPOINT ENERGY ENTEX'S ("CENTERPOINT'S" OR "COMPANY'S") COST OF SERVICE ADJUSTMENT ("COSA") FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

Executive Summary: On April 29, 2011, CenterPoint Energy Entex (CenterPoint) filed a Cost of Service Adjustment (COSA) application with each of the Gulf Coast Coalition of Cities (GCCC)

stated they are working with Customer Service to get some data together and it should be in the 98% savings range for the meter accuracy.

- Councilor Segura asked what the warranty stage period is. Chad Nobles stated the project is currently in the warranty stage. They have a one year warranty on a lot of the devices. Lamps and ballasts have a three or five year warranty. A lot of things are in the warranty period and as things fail they will replace those while in the warranty stage. After warranty stage we still have the guarantee associated with the energy savings and meter accuracy over the term of the contract. Items completed six months ago are six months into the warranty period.
- Councilor Suter asked when all our savings are counted up do you consider what we would have paid to replace a ballast. Chad Nobles stated if it is a failure on their side from a warranty standpoint it does not count as savings. Are the operational and maintenance savings associated with the “big picture” of the project? Yes, there were some taken into account early on. For example, on the lighting side there is some savings in the first couple of years where if you would have not done anything you would have cost associated with those maintenance items.
- Councilor Euton asked if we put the rebate towards the debt service or does this go into operations? Jack Hamlett stated we would put these savings toward the debt service because we had to borrow those funds from the state. That would help reduce our payments there.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1292, A RESOLUTION AUTHORIZING AMENDMENTS TO THE EMPLOYEE BENEFITS TRUST DECLARATION OF TRUST, A TRUST CREATED FOR THE PURPOSE OF PROVIDING CITY OFFICERS, EMPLOYEES, AND QUALIFIED RETIREES AND THEIR DEPENDENTS, WITH LIFE, DENTAL, DISABILITY, SICKNESS, ACCIDENT, AND OTHER HEALTH BENEFITS, EITHER DIRECTLY OR THROUGH THE PURCHASE OF INSURANCE, AND TO PERFORM OPERATIONS IN FURTHERANCE THEREOF.**

Executive Summary: Staff worked with Burke Sunday of City-County Benefit Services to establish the Employee Benefits Trust (Trust) for the purpose of providing City personnel and retirees with specific benefits. City Council approved the Declaration of Trust document on September 02, 2008, thus creating the Trust.

The Trustees will be meeting on Tuesday, March 01, 2011, to review certain recommended changes necessary to revise the Declaration of Trust. Attached please find a copy of the recommended changes to same for your consideration. Mr. Sunday will be available at the City Council meeting to answer any questions.

Staff recommends approval of Resolution No. R-1292, authorizing the amended Employee Benefits Trust Declaration of Trust.

Key discussion points:

- Lisa Olmeda, Personnel Director, read the Executive Summary regarding Resolution No. R-1292.

Action: Councilor Suter made a motion seconded by Councilor Salazar to approve Resolution No. R-1292, a Resolution authorizing amendments to the Employee Benefits Trust Declaration of Trust, a Trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents, with life, dental, disability, sickness, accident, and other health benefits, either directly or through the purchase of insurance, and to perform operations in furtherance thereof. The motion carried by a unanimous vote of those present.

4. **REVIEW AND DISCUSS AN INDEPENDENT ANALYSIS REPORT OF CONTACT DATA COLLECTED BY THE POLICE DEPARTMENT FOR CALENDAR YEAR 2010, AND TAKE ACTION AS NECESSARY.**

Executive Summary: In accordance with Senate Bill 1074, more commonly known as the “Texas Racial Profiling Data Collection Law”, all state law enforcement agencies are required to submit a report to their governing body – whether a county or municipality. The report must contain totals on racial profiling data, as well as analysis of the prevalence of racial profiling. The report has been provided to City Council under separate cover and will be available for public review in the City Secretary’s office.

Dr. Alex del Carmen will be present at the meeting to discuss his independent assessment of the data collected.

Key discussion points:

- Robert Gracia, Police Chief, introduced Dr. Alex del Carmen.
- Dr. Alex del Carmen presented the annual report regarding racial profiling. The Police Department is in the top 1% for being proactive.

money as if it is their own.

- o Insure there is no question in the City's mind as to whether City hires OE/B for Phase 2.
- Mayor Gurecky and Councilors thanked the Park Board and the Seabourne Creek Task Force and all involved for their efforts on this project.

Action: Councilor Hopkins made a motion, seconded by Councilor Suter to approve recommendation from the Professional Services/Engineering Project Review Committee for O'Malley Engineers, L.L.P., to provide professional services for the Seabourne Creek Park Project Phase I. The motion carried by a unanimous vote of those present.

3. HOLD PUBLIC HEARING TO CONSIDER COMMENTS RELATING TO FISCAL YEAR 2008-2009 PROPOSED BUDGET, WHICH INCLUDES THE CITY OF ROSENBERG'S CAPITAL IMPROVEMENT PLAN (CIP), AND TAKE ACTION AS NECESSARY.

Mayor Gurecky opened the Public Hearing at 7:48:26 p.m., and as there were no comments, he closed the Public Hearing at 7:48:58 p.m.

4. HOLD SECOND PUBLIC HEARING TO CONSIDER COMMENTS RELATING TO THE PROPOSED AD VALOREM TAX RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2008, AND ENDING SEPTEMBER 30, 2009, AND TAKE ACTION AS NECESSARY.

Mayor Gurecky opened the Public Hearing at 7:49:06 p.m., and as there were no comments, he closed the Public Hearing at 7:49:39 p.m.

5. CONSIDERATION OF AND ACTION ON THE 2008 CERTIFIED PROPERTY TAX ROLL OF \$1,457,831,365, NEW PROPERTY VALUES OF \$66,792,997, AND THE ANTICIPATED COLLECTION RATE OF 100%.

Executive Summary: The Fort Bend County Tax Assessor/Collector, Patsy Schultz, requests that the City Council acknowledge receipt in the minutes of the Certified Appraisal Roll Totals, the Value of New Property, and the Anticipated Collection Rate for the 2008 Tax Year.

Staff recommends that City Council accept the Certified Appraisal Roll Totals, the Value of New Property, and the Anticipated Collection Rate for the 2008 Tax Year as presented by the County Tax Assessor/Collector.

Key discussion points:

- Mindi Snyder read the executive summary.

Action: Councilor Hopkins made a motion, seconded by Councilor Grigar to approve the 2008 Certified Property Tax Roll of \$1,457,831,365, New Property Values of \$66,792,997, and the Anticipated Collection Rate of 100%.

Further discussion:

- Mayor Gurecky commented that in 2007, the tax roll was slightly over 1 billion. This past year we have seen that grow from 1.1 billion by \$350 million dollars. At lot is attributed to valuation increases on property, but also what we see in Phase I and II of NewQuest Properties makes up for the loss we have had this past year.

Upon voting the motion carried by a unanimous vote of those present.

6. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-862, A RESOLUTION APPROVING AND ADOPTING THE DECLARATION OF A NONPROFIT TRUST MORE PARTICULARLY IDENTIFIED AS AN EMPLOYEE BENEFITS TRUST CREATED FOR THE PURPOSE OF PROVIDING CITY OFFICERS, EMPLOYEES, AND QUALIFIED RETIREES AND THEIR DEPENDENTS, WITH LIFE, DENTAL, DISABILITY, SICKNESS, ACCIDENT, AND OTHER HEALTH BENEFITS EITHER DIRECTLY OR THROUGH THE PURCHASE OF INSURANCE AND TO PERFORM OPERATIONS IN FURTHERANCE THEREOF.

Executive Summary: Staff has worked with Burke Sunday of City-County Benefit Services to obtain a renewal quote on the City Health Insurance Premiums. Burke has worked with CIGNA to finalize a premium that is 18.5% higher than the current annual premium and the budget has been finalized to allow the increase to be absorbed by the City and no increase will be passed along to the employees. The coverage will remain the same. The dollar amount of the retiree contribution for the City was capped

and any increase in the rates will be passed on to the retiree.

The Employee Benefits Committee did review the preliminary information that was presented by Burke Sunday on July 09, 2008 and the proposal to create an Employee Benefits Trust. The trust will save the City 2%, or approximately \$48,000, in tax that would otherwise be added to the 18.5%. Mr. Sunday will be available at the City Council meeting to make a presentation. A meeting of the Employee Benefits Trustees will be coordinated to allow the renewal of the current contract with CIGNA and then the final step of authorizing the transfer of funds will be presented to City Council on September 16, 2008.

Staff recommends approval of Resolution No. R-862, approving the creation of the Employee Benefits Trust.

Key discussion points:

- Mindi Snyder read the executive summary.
- Burke Sunday with City-County Benefit Services gave a brief summary of the trust and it will allow the City to reduce their costs going forward by two percent (2%) each year. The trustees will be the Employee Benefits Committee and three staff members.
- Councilor Segura asked if the City is absorbing the cost of the employees and any increase in benefits for retirees will be paid by the retirees. Burke Sunday stated the retirees benefits were capped last year and they will have to pay any increase.

Action: Councilor Hopkins made a motion, seconded by Councilor Suter to approve Resolution No. R-862, a Resolution approving and adopting the declaration of a nonprofit trust more particularly identified as an Employee Benefits Trust created for the purpose of providing City officers, employees, and qualified retirees and their dependents, with life, dental, disability, sickness, accident, and other health benefits either directly or through the purchase of insurance and to perform operations in furtherance thereof. The motion carried by a unanimous vote of those present.

7. CONSIDERATION OF AND ACTION ON PROPOSED CIGNA HEALTHCARE GROUP BENEFITS RENEWAL FOR CITY OF ROSENBERG EMPLOYEES, AND QUALIFIED RETIREES AND THEIR DEPENDENTS.

Executive Summary: In the event that City Council does not create the Employee Benefits Trust (Trust), this item has been added to offer City Council the opportunity to act upon the proposed renewal of the City's employee healthcare benefits as offered by Cigna.

However, should City Council approve the Trust, City Council may also wish to act upon the proposal, sending the proposed extension forward to the Trust as a recommendation.

Key discussion points:

- Mindi Snyder stated she met with Bill Olson and Burke Sunday prior to this meeting to get direction on this item.
- Bill Olson explained that the Trust is created and there will be an organizational meeting next Tuesday. The actions of the Trust will be to appoint officers and to extend the term of the current insurance contract with Cigna Healthcare for an additional one year. This is to ask Council to give the approval of the extension of that contract by the Trust. We envision that the City and the Trust will enter into a contract whereby the City will collect the premiums and pay the premiums to the insurance company and provide any other administrative services necessary in the administration of the health insurance coverage for employees and retirees. This item is asking for Council's approval of the Trust, renewal of the current policy for one year with increased premium cost and further authorizes any other action that may be necessary in order for the Trust to execute the one year extension.

Action: Councilor Hopkins made a motion, seconded by Councilor Grigar to approve that the Trust further agree to the one year extension with Cigna with the provisions where the City will pay the additional 18.5% premium increase and any other actions that may be necessary by the Trust to make it occur. The motion carried by a unanimous vote of those present.

Mayor Gurecky recognized Chief Gracia and his officers for providing security at the Council meetings.

8. CONSIDER MOTION TO ADJOURN FOR EXECUTIVE SESSION.

Action: Councilor Hopkins made a motion, seconded by Councilor Grigar to adjourn for Executive



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
10	Resolution No. R-1839 - Administrative Services Agreement for the Rosenberg Employee Benefits Trust

ITEM/MOTION

Consideration of and action on Resolution No. R-1839, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Administrative Services Agreement, by and between the City and the Rosenberg Employee Benefits Trust, for the provision of certain administrative services for a term of one (1) year.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds:

Insurance Fund (601)

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

SUPPORTING DOCUMENTS:

MUD #: N/A

- Resolution No. R-1839

APPROVALS

Submitted by:


 Lisa Olmeda
 Human Resources Director

Reviewed by:

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

Approved for Submittal to City Council:


 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

This Administrative Services Agreement (Agreement) will accommodate certain administrative services that may be performed by the City of Rosenberg on behalf of the Rosenberg Employee Benefits Trust (Trust).

The Trust will meet on Tuesday, August 19, 2014, immediately preceding the Regular City Council Meeting. During the meeting, the Trust will be asked to approve the Agreement.

Staff recommends approval of Resolution No. R-1839, a Resolution authorizing the City Manager to execute an Administrative Services Agreement, attached to Resolution No. R-1839 as Exhibit "A", for the provision of certain administrative services for a term of one (1) year, commencing October 01, 2014.

RESOLUTION NO. R-1839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN ADMINISTRATIVE SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND THE ROSENBERG EMPLOYEE BENEFITS TRUST, FOR PROVISION OF CERTAIN ADMINISTRATIVE SERVICES FOR A TERM OF ONE (1) YEAR.

* * * * *

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

Section 1. The City Manager is hereby authorized to execute an Administrative Services Agreement (Agreement), by and between the City of Rosenberg, Texas, and the Rosenberg Employee Benefits Trust, for the provision of certain administrative services. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF ROSENBERG, TEXAS (the "City"), a municipal corporation of the State of Texas, and the City of Rosenberg Employee Benefits Trust (the "Trust").

WITNESSETH:

WHEREAS, the City represents that it is capable of providing and qualified to provide certain services to the Trust and the City desires to perform the same;

NOW, THEREFORE, the Trust and the City in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1.

SCOPE OF AGREEMENT

The City agrees to perform certain services as outlined and defined in Exhibit "A", attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work."

2.

CHARACTER AND EXTENT OF SERVICES

The City shall do all things necessary to render the services and perform the Scope of Work in a workmanlike manner. It is expressly understood and agreed that the City is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that the City shall not have the authority to obligate or bind the Trust, or make representations or commitments on behalf of the Trust or its officers or employees, without the express prior approval of the Trust. Because the Trust was created and exists for the benefit of the City, its employees and retirees, no compensation shall be paid the City for its services to the Trust.

3.

TERM

The term of this Agreement shall be for a period of one (1) year commencing on October 1, 2014, and ending on September 30, 2015.

4.

NONDISCRIMINATION

The City and the Trust shall not discriminate in any way against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity or national origin, in connection with or related to the performance of this Agreement.

5.

ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the Trust at the following address:

Rosenberg Employee Benefits Trust
2110 4th Street
Rosenberg, Texas 77471

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Rosenberg
2110 4th Street
Rosenberg, Texas 77471
Attn: City Manager

6.

SUCCESSORS AND ASSIGNS

The Trust and the City bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Neither the Trust nor the City shall assign or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the Trust or the City.

7.

DISCLOSURE OF INFORMATION

Subject to the requirements of the Texas Public Information Act and any other applicable law, the City shall not release any material or information developed in the performance of its services hereunder without the permission, oral or written, of the Trust.

8.

MODIFICATIONS

This instrument, including Exhibit "A", contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

9.

ADDITIONAL SERVICES

If authorized in writing by the Trust, the City shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A".

10.

MISCELLANEOUS PROVISIONS

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Fort Bend County, Texas.

B. This Agreement is for sole benefit of the Trust and the City, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

C. The City shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records evidencing or relating to charges for services, or expenditures and disbursements charged to the Trust, and all documents and records that demonstrate performance under this Agreement, for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

D. The Trust and the City agree that a waiver by the other party of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the Trust of the performance of any work or services by the City shall not be deemed to be a waiver of any term or condition of this Agreement.

IN WITNESS WHEREOF, the City of Rosenberg, Texas, has lawfully caused this Agreement to be executed by its City Manager; and the Rosenberg Employee Benefits

Trust, acting by its duly authorized Chairman of the Board of Trustees, does now sign, execute, and deliver this instrument.

EXECUTED on the _____ day of _____ 2014.

ATTEST:

CITY OF ROSENBERG, TEXAS

Linda Cernosek, City Secretary

Robert Gracia, City Manager

**ROSENBERG EMPLOYEE BENEFITS
TRUST**

By: _____

Name: _____

Title: Chairman

EXHIBIT "A"

SCOPE OF WORK

A. Scope of Work: The City shall perform all work necessary to administer a health benefits program for its employees, qualified retirees, and their dependents (the "Beneficiaries"), including, but not limited to, the following:

- 1) Coordinate with the health, life, disability, and any other insurance providers selected by the Trust (the "Providers") to provide benefits to the Beneficiaries;
- 2) Create and maintain all necessary records of coverage, eligibility, and any other necessary data required by the Providers for the Beneficiaries;
- 3) Pay all premiums to the Providers in a timely manner;
- 4) Report to the Trust on the status of the work done under this Agreement at such times as the Trust may require but at least annually;
- 5) Maintain a separate fund on the books of the City to receive premium contributions from the City, its employees, and qualified retirees, and from which to pay premiums to Providers.
- 6) Such additional services as the parties may agree.

B. Time for Performance: The City shall perform all services under this Agreement in a timely fashion in accordance with the requirements of the contracts between the Trust and the Providers, and the customary standards of the field.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
11	Resolution No. R-1840 – Premium Contribution

ITEM/MOTION

Consideration of and action on Resolution No. R-1840, a Resolution approving employee and retiree premium contribution rates to the City's health insurance plan.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:	Budgeted:	<input type="checkbox"/> District 1
<input type="checkbox"/> One-time	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> District 2
<input checked="" type="checkbox"/> Recurring	Source of Funds:	<input type="checkbox"/> District 3
<input type="checkbox"/> N/A	Insurance Fund (601)	<input type="checkbox"/> District 4
		<input type="checkbox"/> City-wide
		<input checked="" type="checkbox"/> N/A

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

1. Resolution No. R-1840
2. Resolution No. R-1688 – 08-20-13
3. City Council Meeting Minute Excerpt – 08-20-13
4. City Council Meeting Minute Excerpt – 01-21-03
5. Employee Benefits Committee Meeting Draft Minute Excerpt – 07-29-14

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
	<input checked="" type="checkbox"/> Exec. Dir. of Administrative Services 	
Lisa Olmeda Human Resources Director	<input type="checkbox"/> Asst. City Manager of Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	Robert Gracia City Manager

EXECUTIVE SUMMARY

On January 21, 2003, the City Council adopted a policy that qualified retirees would pay the same premium contribution rates as active employees. The premium contribution rate for health insurance coverage for employees and retirees is 10%.

On August 20, 2013, the City Council approved Resolution No. R-1688, which adopted a Premium Incentive Program under the Affordable Care Act (ACA) health care reform law, effective January 1, 2014. In January 2014, the Biometric Screening and Risk Assessment requirements were implemented. In Fiscal Year 2014-2015, the Biometric Screening, Risk Assessment, and Tobacco Use requirements were implemented. In order to receive a premium incentive deduction, the employee must comply with the established regulations.

During the July 29, 2014, Employee Benefits Committee Meeting, the Committee Members requested the City staff to provide options for the premium contribution rate from the 10%. City staff prepared options as requested, which included the Premium Incentive Program and will be presented to the Trust for discussion.

The Employee Benefits Trust will discuss the options at the meeting on August 19, 2014, and will provide a recommendation to the City Council.

Staff recommends approval of Resolution No. R-1840, a Resolution approving employee and retiree premium contribution rates to the City's health insurance plan.

RESOLUTION NO. R-1840

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING EMPLOYEE AND RETIREE PREMIUM CONTRIBUTION RATES TO THE CITY'S HEALTH INSURANCE PLAN.

* * * * *

WHEREAS, it is the goal of City Council to provide employees, qualified retirees, and their dependents with appropriate healthcare benefits; and,

WHEREAS, City Council and staff have made every effort to provide comprehensive yet affordable healthcare to said employees, qualified retirees, and their dependents; and,

WHEREAS, the Rosenberg Employee Benefits Trust has reviewed and approved, the established premium contribution rate; now, therefore,

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

Section 1. City Council hereby approves employee and retiree premium contribution rates to the City's health insurance plan.

Section 2. The employee and retiree premium contribution rates for coverage to the City's health insurance plan are hereby established at ____%.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

RESOLUTION NO. R-1688

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ROSENBERG, TEXAS, AUTHORIZING CITY STAFF
TO IMPLEMENT A PREMIUM INCENTIVE PROGRAM.**

* * * * *

WHEREAS, the City of Rosenberg, Texas, deems it necessary and proper and in the best interest of both its current and future employees to implement a Premium Incentive Program for the City of Rosenberg; now, therefore,

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

Section 1. That the Premium Incentive Program (Program) be adopted and implemented as proposed.

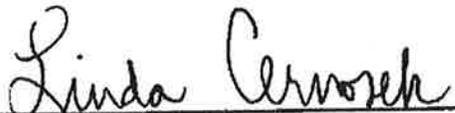
Section 2. That the Program be in effect as of January 1, 2014, with initial implementation of the screening and risk assessment to take place in October and November 2013, and thereafter, the screening, risk assessment and tobacco use in July and August 2014 for the fiscal year beginning October 1st.

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

PASSED, APPROVED, AND RESOLVED the 20th day of August 2013.

ATTEST:

APPROVED:



Linda Cemosek, City Secretary



Vincent M. Morales, Jr., Mayor



**CITY OF ROSENBERG
PREMIUM INCENTIVE PROGRAM**

- I. POLICY STATEMENT**
Under the Affordable Care Act (ACA) health care reform law permits employers to reduce the cost of employees' health insurance premiums if they participate in certain programs effective January 1, 2014.
- II. APPLICABILITY**
Participating in a wellness program could dramatically cut employee premiums. Wellness programs must be structured so "every individual participating" can "receive the full amount of any reward or incentive, regardless of any health factor." That means participation is the key, not employee success in actually improving their health.
- III. PREMIUM INCENTIVE**
- A. Employees become eligible for incentives by completing Biometric Screening and Risk Assessment beginning January 1, 2014.
 - B. Non-smokers are eligible for an incentive deduction; whereas smokers would be required to pay a premium surcharge beginning October 1, 2014.
- IV. BIOMETRIC SCREENING AND RISK ASSESSMENT**
- A. The City of Rosenberg will utilize the services of an outside vendor to conduct the Biometric Screening and Risk Assessment.
 - B. The outsider vendor will provide the City of Rosenberg with statistical information and/or reports as the City of Rosenberg will receive information compliant with Health Privacy Practices.
- V. CONFIDENTIALITY**
- A. The outside vendor will ensure that no person will obtain individual tests retained by the vendor and will not release results without obtaining written authorization from the tested individual.
 - B. Statistical information and/or reports relating to the test of City employees may be released to the City.
- VI. COMPLIANCE**
- A. During the open enrollment period, employees shall comply in order to receive the premium incentive; compliance will result in an incentive deduction.
 - B. During a qualified event, employees shall comply during the next open enrollment period to receive the premium incentive; compliance will result in an incentive deduction.
- VII. COSTS**
- A. The non-compliance bi-weekly cost for the employees effective January 1, 2014:
 - 1. Compliance of Biometric Screening and Risk Assessment – Incentive Deduction of \$25.00.
 - B. The non-compliance bi-weekly cost for the employee effective October 1, 2014, and thereafter:
 - 1. Compliance of Biometric Screening and Risk Assessment – Incentive Deduction of \$25.00.
 - 2. Non-Tobacco Use – Incentive Deduction of \$25.00; whereas Tobacco Use will receive a surcharge of \$25.00

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1686, A RESOLUTION AUTHORIZING FUNDING FOR A CONTRACT WITH BLUECROSS BLUESHIELD OF TEXAS, FOR HEALTHCARE BENEFITS FOR CITY EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SAME.**

Executive Summary: Staff worked with Burke Sunday of SAI/CCBS to obtain quotes in 2011 for the City's health insurance benefits. BlueCross BlueShield of Texas was approved by City Council as the City's health insurance provider for FY11-12. For FY2012-13, BlueCross BlueShield of Texas submitted a 2.3% increase on the renewal. For FY2013-14, BlueCross BlueShield of Texas has submitted a blended 0.94% increase. As presented to the Employee Benefits Committee on July 31, 2013, staff recommends approval of the blended 0.94% renewal rates.

The Employee Benefits Trust will meet on August 20, 2013, prior to the City Council meeting and their recommendation on said health insurance benefits will be presented to City Council at its meeting. Action by the City Council approving the Contract and renewal rates at \$1,992,522.68, which would provide one (1) year coverage with BlueCross BlueShield of Texas beginning October 01, 2013, through September 30, 2014.

Staff recommends approval of the proposed Contract with BlueCross BlueShield of Texas for the PPO Plan. Staff recommends approval of Resolution No. R-1686, a Resolution authorizing the funding for a Contract with BlueCross BlueShield of Texas, for healthcare benefits, and authorizing the Interim City Manager to negotiate and execute a Contract for same.

Key discussion points:

- Lisa Olmeda gave an overview of the item regarding Resolution No. R-1686.

Action: Councilor Euton made a motion, seconded by Councilor Grigar to approve Resolution No. R-1686, a Resolution authorizing funding for a contract with BlueCross BlueShield of Texas, for healthcare benefits for City employees, qualified retirees, and their dependents; and, authorizing the Interim City Manager to negotiate and execute a contract for same. The motion carried by a unanimous vote.

8. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1687, A RESOLUTION AUTHORIZING FUNDING FOR A CONTRACT WITH GUARDIAN FOR DENTAL CARE BENEFITS FOR CITY EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS; AND, AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR SAME.**

Executive Summary: City Council selected Guardian to be the City's insurance/benefit provider for dental care in FY11-12. The rate was guaranteed for two (2) years for FY11-12 and FY12-13. The renewal for the PPO includes a 10.50% increase and the renewal for the DHRM includes a 4.0% increase. The employee pays 100% of the premium. The annual renewal premium will be \$92,062.32 for the PPO Plan and \$12,283.92 for the DHMO Plan, totaling \$104,346.24.

The Employee Benefits Trust (Trust) will meet on Tuesday, August 20, 2013. At that time, the Trust will consider approval of the Contract with Guardian. It will then be necessary for City Council to consider funding said Contract.

Staff recommends approval of Resolution No. R-1687, a Resolution authorizing the funding for a Contract with Guardian, for dental care benefits as indicated, and authorizing the Interim City Manager to negotiate and execute said Contract.

Key discussion points:

- Lisa Olmeda gave an overview of the item regarding Resolution No. R-1687.

Action: Councilor Euton made a motion, seconded by Councilor Grigar to approve Resolution No. R-1687, a Resolution authorizing funding for a Contract with Guardian for dental care benefits for City employees, qualified retirees, and their dependents; and, authorizing the Interim City Manager to negotiate and execute a contract for same. The motion carried by a unanimous vote.

9. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1688, A RESOLUTION AUTHORIZING THE CITY STAFF TO IMPLEMENT A PREMIUM INCENTIVE PROGRAM.**

Executive Summary: Under the Affordable Care Act (ACA) health care reform law permits employers to reduce the cost of employees' health insurance premiums if they participate in certain programs effective January 1, 2014. On July 31, 2013, the Employee Benefits Committee discussed the Premium Incentive Program (Program). Staff is recommending the City Council adopt the Program. The Program would encourage employees to complete the following for FY2013-2014:

- Biometric Screening – The screening would be scheduled in October 2013 and November 2013. Appointments may be made at Open Enrollment, to be held September 3-5, 2013, at the Civic Center from 8:00 a.m. – 5:00 p.m.
- Risk Assessment – To be conducted during the Biometric Screening.

The Biometrics Screening and the Risk Assessment would need to be completed by the employee by November 30, 2013, in order to receive compliance with the Program; otherwise the employee would be responsible for paying a non-compliance premium effective January 2014. Additionally, the Program would incorporate an incentive based on non-tobacco use in FY2014-2015.

Staff recommends approval of Resolution No. R-1688, a Resolution authorizing City staff to implement a Premium Incentive Program.

Key discussion points:

- Lisa Olmeda gave an overview of the item regarding Resolution No. R-1688.

Action Councilor Benton made a motion, seconded by Councilor Euton to approve Resolution No. R-1688, a Resolution authorizing the City staff to implement a Premium Incentive Program. The motion carried by a unanimous vote.

10. **CONSIDERATION OF AND ACTION ON THE 2013 CERTIFIED PROPERTY TAX ROLL OF \$1,642,493,053.00, NEW PROPERTY VALUES OF \$61,770,460.00, APPRAISED VALUE OF ALL PROPERTIES OF \$2,108,815,573.00, AND THE ANTICIPATED COLLECTION RATE OF 100%.**

Executive Summary: The Fort Bend County Tax Assessor/Collector, Patsy Schultz, requests that the City Council acknowledge in the minutes receipt of the Certified Appraisal Roll Totals, the Value of New Property, and the Anticipated Collection Rate for the 2013 Tax Year.

Staff recommends that City Council accept the Certified Appraisal Roll Totals, the Value of New Property, and the Anticipated Collection Rate for the 2013 Tax Year as presented by the County Tax Assessor/Collector.

Key discussion points:

- Joyce Vasut gave an overview of the item regarding the 2013 Certified Property Tax Roll with staff's recommendation to accept the Certified Tax Roll.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to accept the 2013 Certified Property Tax Roll of \$1,642,493,053.00, New Property Values of \$61,770,460.00, Appraised Value of All Properties of \$2,108,815,573.00, and the Anticipated Collection Rate of 100%.

Questions/Comments:

- Councilor Benton asked what the difference is in dollars from the last fiscal year and the difference in \$.50 cents and \$.51 cents.
- Joyce Vasut stated the difference in dollars was covered in the tax rate calculation. It is about \$486,000 in revenues from the increases. The difference in dollars is from a \$.50 cent to \$.51 cent tax rate is \$168,000.

Upon voting the motion carried by a unanimous vote.

11. **CONSIDERATION AND APPROVAL OF ORDINANCE NO. 2013-34, AN ORDINANCE APPROVING REDEMPTION OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2003.**

Executive Summary: The City of Rosenberg had issued several waterworks and sewer system Revenue Bonds in the past. Many of these revenues bonds have been either paid out or refunded as General Obligation Bonds. The only remaining true Revenue Bond is the Waterworks and Sewer System Revenue Bond, Series 2003. The amount due on the projected call date of September 24, 2013, is \$1,162,211.31. (A payment in the amount of \$131,460.00 was made on August 01, 2013). The projected

Councilor Wolter requested that staff investigate the possibility of installing load limit signs in that residential area. Ms. Flores asked that Mr. Bell provide the residents with information relating to the Blume Road project.

RECESS REGULAR SESSION, RECONVENE SESSION

Mayor Gurecky adjourned the Regular Session at 8:12 p.m. and reconvened the session at 8:28 p.m.

APPROVAL OF PROPOSAL TO AWARD CONTRACT TO AMERICAN STOP LOSS INSURANCE BROKERAGE SERVICES (AMSL) FOR THE CITY OF ROSENBERG STOP LOSS AND LIFE COVERAGE

Mayor Gurecky advised that Item 1 would now be considered as Item 3 on the agenda. Ms. Beck advised that eight Requests for Proposal packets were sent out for the City's stop loss coverage by HAS for the policy period of January 1, 2003, and the only qualified response was received from American Stop Loss Insurance Brokerage Services, a renewal offer. Councilor Talasek said that the Employee Benefits/Insurance Committee recommended approval of this proposal.

Mr. Dick Hillyer, from Health Administration Services, Inc. was present to explain the proposal and to answer any questions. He said that AMSL submitted a quote from Life Investors Insurance Company and that the current specific deductible of \$40,000.00 is being offered with a 20% increase to the specific premium and a 5% increase to the aggregation premium. Mr. Hillyer and Ms. Beck answered questions from Council.

Councilor Hopkins made a motion, seconded by Councilor Talasek, to approve the award of contract to American Stop Loss Insurance Brokerage Services for the City of Rosenberg Stop Loss and Life Coverage and it was approved by a unanimous vote.

APPROVAL OF RECOMMENDATION OF THE EMPLOYEE BENEFITS/INSURANCE COMMITTEE REGARDING RETIREE PREMIUM CONTRIBUTION RATES TO THE CITY'S HEALTH INSURANCE PLAN

Mayor Gurecky advised that Item 2 would now be considered as Item 4 on the agenda. Scott Newton, Rosenberg Police Officer, spoke as a representative of the Rosenberg Police Officer Association. He said that there are three major items they want the Council to consider for deliberation:

- Allow the retirees to pay the same contribution rates as the active employees pay now and in the future.
- Reconsider the City's position on the insurance being dropped once a retiree seeks new employment somewhere other than the City. He said that once the retiree is dropped from the current insurance plan, they would be unable to reenter the plan.
- The employees would like to see the grandfathering of the current employees with their existing health insurance plan, because this was an agreement that they entered into with the City when they became employed.

There was a lengthy review of the issue regarding retiree premium contribution rates. Teri Beck, Personnel Director, and Dick Hillyer, the City's insurance consultant, provided information to the Council and answered questions relating to this subject. Ms. Beck advised that after changes were made in the retiree premium contributions to the City's health insurance plan in the 2002-03 budget process, concerns were raised as to the substantial increase in cost to retirees. The Employee Benefits/Insurance Committee revisited this issue and approved the following recommendations for Council's consideration:

- Retirees will pay the same contribution rates as active employees pay now.
- All contributory rates will be adjusted during the FY04 budget cycle so as to recoup the short fall that was to have been covered by excess contributions from retirees. This is to be effective October 1, 2003.
- A retiree, who may become subject to another insurance plan becoming their primary insurance, will continue coverage in the City's plan, but the City's plan will be secondary as long as another plan exists. The amount the retiree contributes will be unchanged. If the new primary coverage is discontinued, the City's coverage will once again become primary.

Mr. Hillyer stated the financial implications of making these changes and the shortfall that would result in the reserve account if the anticipated experience resulted over the next year. Ms. Beck stressed that if any retiree drops the insurance coverage, they cannot come back on the plan.

Councilor Hopkins made a motion, seconded by Councilor Becerra, to approve the recommendation of the Employee Benefits/Insurance Committee regarding retiree premium contribution rates to the City's health insurance plan, with the caveat that once a retiree drops the coverage, they would be prohibited from coming back into the plan; and it was approved by a unanimous vote.

APPROVAL OF THE 2002 PROPERTY TAX ROLLS

Mayor Gurecky announced that Item C of the Consent Agenda would be considered as Item 4(a) of the agenda. He pointed out that the exemptions on properties listed on the tax roll add up to \$202,733,837 and that tax abatements and exemptions equal about one-fourth of the taxable value of the tax roll. The Mayor said that Council needs to be conscientious of this as it goes through the budget process. He said they should be aware of how important sales tax revenue is to the City and why they need to keep promoting the City. Mayor Gurecky said there has not been a tremendous growth in the tax rolls since 1999.

Councilor Hopkins made a motion, seconded by Councilor Naylor, to approve the 2002 Property Tax Roll, and it was approved unanimously.

APPROVAL OF FINAL PLAT OF ARVIN PATEL DIVISION, A COMMERCIAL RESERVE, REPLAT 0.459 ACRE OF LAND BEING ALL OF LOTS NO. 13, 14, AND THE SOUTHWESTERLY ½ OF LOT NO. 15 IN BLOCK NO. 2 OF TIMBERLANE SUBDIVISION (VOLUME 269, PAGE 522; DRFBCT); IN THE J. W. MOORE ¼ LEAGUE, AB.61; CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, 0 LOTS, 0 BLOCKS, 1 RESERVE

Mayor Gurecky announced that Item D of the consent Agenda would be considered as item 4(b) of the agenda. Councilor Wolter noted that on page 2, Item 6, third paragraph, of the Planning and Zoning Committee January 8, 2003, Minutes, the motion was listed as having passed unanimously, but Dwayne Grigar voted nay on the item. Mr. Weathered said that those were draft minutes, he was there, and it was a 5-1 vote. He said staff will have the minutes corrected.

Councilor Wolter made a motion, seconded by Councilor Warstler, to approve the final plat of Arvin Patel Division, a commercial reserve, replat 0.459 acre of land being all of lots No. 13, 14, and the Southwesterly ½ of lot No. 15 in block No. 2 of Timberlane Subdivision (Volume 269, Page 522; DRFBCT); in the J. W. Moore ¼ League, AB.61; City of Rosenberg, Fort Bend County, Texas, 0 lots, 0 blocks, 1 reserve, and it was approved by a unanimous vote.

APPROVAL OF AUTHORIZATION FOR MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, A SERVICES AGREEMENT BETWEEN THE CITY OF ROSENBERG AND THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL IN THE AMOUNT OF \$25,000.00

Mayor Gurecky announced that Item I of the Consent Agenda would be considered as Item 4(c) of the agenda. He said that the Rosenberg Development Corporation approved the payment of \$25,000 to the Greater Fort Bend Economic Development Council (GFBEDC) for annual services. The Mayor said the City needs to review its contributions in proportion to what some of the other cities within the County are doing. He said a City like Sugar Land, that is four times as large as Rosenberg, is paying \$60,000 per year for these services. Councilor Hopkins said he shares the Mayor's concern about the City's economic situation, but he felt that the City had to invest in its future. He discussed the reasons that the services of the GFBEDC were valuable to the City.

Councilor Hopkins made a motion, seconded by Councilor Talasek, to approve authorization for the Mayor to execute, for and on behalf of the City of Rosenberg, a services agreement between the City of Rosenberg and the Greater Fort Bend Economic Development Council in the amount of \$25,000.00. There was a lengthy discussion of what services the City would like from the GFBEDC and what type services the City would like to have provided. Upon being put to a vote, the motion was approved unanimously.

- --DHMO Benefits co-pay schedule comparable
- --Two (2) Year rate cap on DHMO
- Recommendation – Accept the Best Offer from Assurant Employee Benefits (Dental Plans)
- --Rationale – best value proposition
- --Demonstrates “larger” number of PPO network providers in Fort Bend County
- --Opportunity to reduce cost to employees who participate at 100% of the total cost
- **Recommendation – Accept the Best Offer from Assurant Employee Benefits (Dental DHMO/PPO).**

Dental DHMO:	
Employee (42)	\$10.00
Employee + Spouse (11)	\$17.24
Employee + Children (9)	\$23.22
Employee + Family (8)	\$31.81
Total Monthly	\$1,073.10
Total Yearly	\$12,877.20
Variance to Current	-7.05%
Second Year Rate Offer/Cap	2 year
Dental PPO:	
Employee (59)	\$26.75
Employee + Spouse (23)	\$54.00
Employee + Children (21)	\$75.00
Employee + Family (27)	\$102.00
Total Monthly	\$7,149.25
Total Yearly	\$85,791.00
Variance to Current	-16.05%
<i>In Network/Out of Network:</i>	
Annual Deductible (I)	\$50.00
Annual Deductible (F)	\$150.00
Preventative	100%
Basic	80%
Major	50%
Annual Maximum (I)	\$1,500
Orthodontia (less than 19)	50%
Orthodontia Lifetime	\$1,500.

Action: Councilor Bolf made a motion, seconded by Councilor Pena to accept the best and final proposal from Blue Cross/Blue Shield proposal for the health benefits (core) and the best and final proposal from Assurant Employee Benefits for the DHMO and PPO dental plans for the City employees/active retirees for the 2014-2015 Plan Year. The motion carried by a unanimous vote.

3. **CONSIDERATION OF AND ACTION ON RECOMMENDATION FOR HEALTH INSURANCE RATES FOR FY2014-2015.**

Executive Summary: This item provides the Committee the opportunity to discuss recommendations for Health Insurance rates for FY14-15.

Key discussion points:

- Joyce Vasut explained that the City pays 90% of the employee’s health insurance and the employee pays 10%. If the City keeps these rates, this will be about a 2% savings for everyone. Currently, there are 131 employees taking the medical insurance and 26 taking employee-spouse; 36 taking Employee-Children, and 40 taking Employee-Family.
- If the employee uses in-network physicians the deductible is \$1,000 (Individual); \$2,000 (Family deductible) per year; out of network, the deductible is \$2,000 (Individual); \$4,000 (Family deductible).
- The retirees have a pre-65 retiree health option and the over-65 retiree health option.
- Burke Sunday explained how this affects the GASB liability and the debt the City was in when the City was self-funded some years back. He also explained that some cities pay 100% of the

employee cost and some that pay the base plan.

- Councilor Bolf stated she would like to see all of the employee's medical cost paid by the City.
- Burke Sunday stated he would bring those figures to the Employee Benefits Trust meeting on August 19, 2014 and they could decide at that point which direction they wanted to proceed.

Action: No action was taken.

4. **REVIEW AND DISCUSS THE PREMIUM INCENTIVE PROGRAM, AND TAKE ACTION AS NECESSARY.**

Executive Summary: This item provides the Committee the opportunity to discuss the Premium Incentive Program.

Key discussion points:

- Lisa Olmeda and Burke Sunday stated this is the second year of the Biometric Health Screening program which is part of the incentive program. This second year also provides for non-tobacco incentive. Next year the City will add another incentive for various health issues and for people to become more proactive with their health.
- Lisa Olmeda advised the Employee Trust Committee will be meeting on August 19, 2014 at 6:00 p.m. prior to the City Council Meeting.

Action: No action was taken.

3. **ADJOURNMENT.**

Action: There being no further business, Mayor Morales adjourned the Employee Benefits Meeting at 6:15 p.m.

DRAFT

Linda Cernosek, TRMC, City Secretary
City of Rosenberg



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
12	Resolution No. R-1841– BlueCross BlueShield of Texas Healthcare Plan Funding
ITEM/MOTION	

Consideration of and action on Resolution No. R-1841, a Resolution authorizing funding for a Contract with BlueCross BlueShield of Texas, for healthcare benefits for City employees, qualified retirees, and their dependents; and, authorizing the Rosenberg Employee Benefits Trust to negotiate and execute a Contract for same.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
 Recurring
 N/A

Budgeted:

- Yes No N/A

Source of Funds:

Insurance Fund (601)

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

SUPPORTING DOCUMENTS:

- Resolution No. R-1841
- BlueCross BlueShield FY14-15 Proposal
- Employee Benefits Committee Meeting Draft Minute Excerpt – 07-29-14

MUD #: N/A

APPROVALS**Submitted by:**

Lisa Olmeda

Lisa Olmeda
Human Resources Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Staff has worked with Burke Sunday to obtain quotes for the City's health insurance benefits. BlueCross BlueShield of Texas submitted a Best and Final 6.87% decrease from the current rates.

Staff recommends approval of the funding for the proposed Contract with BlueCross BlueShield of Texas for the PPO Plan. The Employee Benefits Trust will meet on August 19, 2014, prior to the City Council meeting and their recommendation on said health insurance benefits will be presented to City Council at its meeting. Action by the City Council to approve funding for the Contract and proposed rates for FY2014-2015 at \$2,024,326.80 would provide one (1) year coverage with BlueCross BlueShield of Texas, beginning October 01, 2014, through September 30, 2015.

In FY2013-2014, the annual premium was \$2,173,710.72. The annualized reduction to current annual proposed premium rates will be \$149,385.

Staff recommends approval of Resolution No. R-1841, a Resolution authorizing funding for a Contract with BlueCross BlueShield of Texas, for healthcare benefits for City employees, qualified retirees, and their dependents; and, authorizing the Rosenberg Employee Benefits Trust to negotiate and execute a Contract for same.

RESOLUTION NO. R-1841

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING FUNDING FOR A CONTRACT WITH BLUECROSS BLUESHIELD OF TEXAS, FOR HEALTHCARE BENEFITS FOR CITY OF ROSENBERG EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS; AND, AUTHORIZING THE ROSENBERG EMPLOYEE BENEFITS TRUST TO NEGOTIATE AND EXECUTE A CONTRACT FOR SAME.

* * * * *

WHEREAS, it is the goal of City Council to provide employees, qualified retirees, and their dependents with appropriate healthcare benefits; and,

WHEREAS, City Council and staff have made every effort to provide comprehensive yet affordable healthcare to said employees, qualified retirees, and their dependents; and,

WHEREAS, the Rosenberg Employee Benefits Trust has reviewed, approved, and been authorized to execute a Contract with BlueCross BlueShield of Texas, on behalf of said employees, qualified retirees, and their dependents; now, therefore,

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

Section 1. City Council hereby approves and authorizes funding to facilitate a Contract with BlueCross BlueShield of Texas, for the provision of healthcare benefits to City of Rosenberg employees, qualified retirees, and their dependents.

Section 2. The Rosenberg Employee Benefits Trust is hereby authorized to negotiate and execute a Contract for said healthcare benefits.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

City of Rosenberg



2014-2015 Plan Year Medical/Rx Plan Financial/Benefit Analysis

Active/Retiree Plan

	Blue Cross Current	Blue Cross Renewal	Blue Cross Best & Final
Employee (131)	\$479.22	\$455.39	\$446.28
Employee+Spouse (26)	\$1,006.35	\$956.32	\$937.19
Employee+Children (36)	\$910.49	\$865.23	\$847.93
Employee+Family (40)	\$1,485.55	\$1,411.70	\$1,383.47
Total Monthly	\$181,142.56	\$172,136.69	\$168,693.90
Total Yearly	\$2,173,710.72	\$2,065,640.28	\$2,024,326.80
Variance to Current		-4.97%	-6.87%

In-Network

Office Visit Copay	\$25/\$35	\$25/\$35	\$25/\$35
Deductible (I)	\$1,000	\$1,000	\$1,000
Deductible (F)	\$2,000	\$2,000	\$2,000
Coinsurance %	80%	80%	80%
Out-of-Pocket (I)	\$2,500	\$2,500	\$2,500
Out-of-Pocket (F)	\$5,000	\$5,000	\$5,000
Emergency Room	\$150	\$150	\$150
Urgent Care	\$50	\$50	\$50
Pharmacy [R]	\$10/\$25/\$50	\$10/\$25/\$50	\$10/\$25/\$50
Pharmacy (M)	\$30/\$75/\$150	\$30/\$75/\$150	\$30/\$75/\$150

Out-of-Network

Deductible (I)	\$2,000	\$2,000	\$2,000
Deductible (F)	\$4,000	\$4,000	\$4,000
Coinsurance %	50%	50%	50%
Out-of-Pocket (I)	\$5,000	\$5,000	\$5,000
Out-of-Pocket (F)	\$10,000	\$10,000	\$10,000

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

EMPLOYEE BENEFITS COMMITTEE MEETING MINUTES

Draft

On this the 29th day of July, 2014 the Employee Benefits Committee of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session in the City Hall Council Office located at 2110 4th Street, Rosenberg, Texas.

PRESENT

Vincent M. Morales, Jr.
Jimmie J. Pena
Amanda J. Bolf
Robert Gracia
Linda Cernosek
Lisa Olmeda
Joyce Vasut
Ashley Scaggs
Burke O. Sunday

Mayor
Councilor, District 1
Councilor, District 4
City Manager
City Secretary
Human Resources Director
Executive Director of Administrative Services
Administrative Assistant
Benefits Consultant with Gallagher Benefit Services, Inc (GBS)

CALL TO ORDER

Mayor Morales called the meeting to order at 5:30 p.m.

AGENDA

1. **CONSIDERATION OF AND ACTION ON MINUTES FOR THE OCTOBER 22, 2013 EMPLOYEE BENEFITS COMMITTEE MEETING.**

Executive Summary: The draft minutes of the October 22, 2013 Employee Benefits meeting were included in the agenda packet for review and approval.

Action: Councilor Bolf made a motion, seconded by Councilor Pena to approve the meeting minutes for the October 22, 2013 Employee Benefits Committee meeting. The motion carried by a unanimous vote.

2. **REVIEW AND DISCUSS PRESENTATION FROM BURKE SUNDAY OF GALLAGHER BENEFITS SERVICES WITH REGARD TO PROPOSALS FOR HEALTH AND DENTAL, AND TAKE ACTION AS NECESSARY.**

Executive Summary: This item provides the Committee the opportunity to receive, discuss a recommendation from Burke Sunday in regard to health and dental proposals.

Key discussion points:

- Burke Sunday reviewed the providers that bid on the Request for Proposal 2014-11 and presented the analysis of each provider.
- The carriers that responded on the Medical/ Rx proposals were as follows:
 - Blue Cross Blue Shield – incumbent response
 - Aetna - Response
 - CIGNA – Declined to Quote
 - TMLIEBP – Declined to Quote
 - United Healthcare – Response
- The Dental proposal responses were as follows.
 - Guardian – incumbent response
 - Assurant – Response
 - Met Life – Response
 - Lincoln Financial – Response
 - Blue Cross Blue Shield – Response
 - Aetna – Response
 - TMLEIBP – Declined to Quote
 - United Healthcare – Response
 - Cigna – Declined to Quote

- Medical/Rx Plan:
- Best and Final Offer on Medical/RX Plan (based on 233 covered employees/family members)
- --\$149,385 Annualized Reduction to Current Annual Spend
- Current Annualized Spend (2013-2014 Plan Year) = \$2,173,711
- Projected Annualized Spend (2014-2015 Plan Year = \$2,024,326
- Blue Cross/Blue Shield (-4.97% initial) -6.87% from current
- Aetna (+1.10% Initial) -6.85% from current
- United Healthcare(+0.92% initial) -2.49% from current
- Recommendation – Accept the Best and Final Offer from Blue Cross and Blue Shield
- --Rationale – Best Value Proposition
- --No direct or indirect cost to stay with current carrier
- --Demonstrates consistency with pricing over the past three years + response to RFP
- **Blue Cross Best and Final proposal (2014-2015 Plan Year Medical/Rx Plan)(Active/Retiree Plan - Core:**

Employee (131)	\$446.28
Employee + Spouse (26)	\$937.19
Employee + Children (36)	\$847.93
Employee + Family (40)	\$1,383.47
Total Monthly	\$166,693.90
Total Yearly	----
Variance to Current	-6.87%
<i>In-Network</i>	
Office Visit Co-pay	\$25/\$35
Deductible (I)	\$1,000
Deductible (F)	\$2,000
Coinsurance %	80%
Out of Pocket (I)	\$2,500
Out of Pocket (F)	\$5,000
Emergency Room	\$150
Urgent Care	\$50
Pharmacy (R)	\$10/\$25/\$50
Pharmacy (M)	\$30/\$75/\$150
<i>Out of Network</i>	
Deductible (I)	\$2,000
Deductible (F)	\$4,000
Coinsurance %	50%
Out of Pocket (I)	\$5,000
Out of Pocket (F)	\$10,000

- There are two dental plans to choose from and offered by the City: Dental DHMO and Dental PPO plans.
- In 2014-15 Plan Year Dental Plan Financial/Benefit Analysis:
- Dental DHMO participation:
- Employee (42); Employee + Spouse (11); Employee + Children (9); Employee + Family (8).
- Dental PPO Participation:
- Employee (59); Employee + Spouse (23); Employee + Children (21); Employee + Family (27).
- Burke Sunday reviewed the proposal costs for each bidder.
- Dental PPO/DHMO Plan (Voluntary):
- Best offer (based on 200 participating/covered employees)
- --\$17,373 Annualized Reduction to Current Annual Spend
- Current Annualized Spend (2013-2014 Plan Year) = \$116,041
- Projected Annualized Spend (2014-2015 Plan Year) = \$98,668

- Assurant (PPO: -16.05%/DHMO: -7.05%)
- --PPO Benefits replicated to current
- --DHMO Benefits co-pay schedule comparable
- --Two (2) Year rate cap on DHMO
- Recommendation – Accept the Best Offer from Assurant Employee Benefits (Dental Plans)
- --Rationale – best value proposition
- --Demonstrates “larger” number of PPO network providers in Fort Bend County
- --Opportunity to reduce cost to employees who participate at 100% of the total cost
- **Recommendation – Accept the Best Offer from Assurant Employee Benefits (Dental DHMO/PPO).**

Dental DHMO:	
Employee (42)	\$10.00
Employee + Spouse (11)	\$17.24
Employee + Children (9)	\$23.22
Employee + Family (8)	\$31.81
Total Monthly	\$1,073.10
Total Yearly	\$12,877.20
Variance to Current	-7.05%
Second Year Rate Offer/Cap	2 year
Dental PPO:	
Employee (59)	\$26.75
Employee + Spouse (23)	\$54.00
Employee + Children (21)	\$75.00
Employee + Family (27)	\$102.00
Total Monthly	\$7,149.25
Total Yearly	\$85,791.00
Variance to Current	-16.05%
<i>In Network/Out of Network:</i>	
Annual Deductible (I)	\$50.00
Annual Deductible (F)	\$150.00
Preventative	100%
Basic	80%
Major	50%
Annual Maximum (I)	\$1,500
Orthodontia (less than 19)	50%
Orthodontia Lifetime	\$1,500.

Action: Councilor Bolf made a motion, seconded by Councilor Pena to accept the best and final proposal from Blue Cross/Blue Shield proposal for the health benefits (core) and the best and final proposal from Assurant Employee Benefits for the DHMO and PPO dental plans for the City employees/active retirees for the 2014-2015 Plan Year. The motion carried by a unanimous vote.

3. **CONSIDERATION OF AND ACTION ON RECOMMENDATION FOR HEALTH INSURANCE RATES FOR FY2014-2015.**

Executive Summary: This item provides the Committee the opportunity to discuss recommendations for Health Insurance rates for FY14-15.

Key discussion points:

- Joyce Vasut explained that the City pays 90% of the employee’s health insurance and the employee pays 10%. If the City keeps these rates, this will be about a 2% savings for everyone. Currently, there are 131 employees taking the medical insurance and 26 taking employee-spouse; 36 taking Employee-Children, and 40 taking Employee-Family.
- If the employee uses in-network physicians the deductible is \$1,000 (Individual); \$2,000 (Family deductible) per year; out of network, the deductible is \$2,000 (Individual); \$4,000 (Family deductible).



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
13	Resolution No. R-1842 – Assurant Employee Benefits Dental Plan Funding

ITEM/MOTION

Consideration of and action on Resolution No. R-1842, a Resolution authorizing funding for a Contract with Assurant Employee Benefits for dental care benefits for City employees, qualified retirees, and their dependents; and, authorizing the Rosenberg Employee Benefits Trust to negotiate and execute a Contract for same.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

- One-time
 Recurring
 N/A

Budgeted:

- Yes No N/A

Source of Funds:

Insurance Fund (601)

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1842
2. Assurant Employee Benefits PPO and DHMO FY14-15 Proposed Rates
3. Employee Benefits Committee Meeting Draft Minute Excerpt – 07-29-14 – Please refer to previous Agenda item

APPROVALS

Submitted by:

Lisa Olmeda

Lisa Olmeda
Human Resources Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia

Robert Gracia
City Manager

EXECUTIVE SUMMARY

Staff has worked with Burke Sunday to obtain quotes for the City's dental care benefits. Assurant Employee Benefits submitted a proposed 7.05% decrease for the DHMO and 16.05% decrease for the PPO Plan, with a total of 14.97% decrease from the renewal rates with Guardian. In FY2013-2014, the annual premium was \$116,041.44 with Guardian.

The rate was guaranteed for two (2) years for FY14-15 and FY15-16. The employees pay 100% of the premium. The annual renewal premium will be \$85,791.00 for the PPO Plan and \$12,877.20 for the DHMO Plan, totaling \$98,668.20.

The Employee Benefits Trust (Trust) will meet on Tuesday, August 19, 2014. At that time, the Trust will consider approval of the Contract with Assurant Employee Benefits. It will then be necessary for City Council to consider funding said Contract. Action by the City Council approving the funding for the Contract and proposed rates at \$98,668.20 would provide one (1) year coverage with Assurant Employee Benefits beginning October 01, 2014, through September 30, 2015.

Staff recommends approval of Resolution No. R-1842, a Resolution authorizing funding for a Contract with Assurant Employee Benefits for dental care benefits for City employees, qualified retirees, and their dependents; and, authorizing the Rosenberg Employee Benefits Trust to negotiate and execute a Contract for same.

RESOLUTION NO. R-1842

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING FUNDING FOR A CONTRACT WITH ASSURANT EMPLOYEE BENEFITS FOR DENTAL CARE BENEFITS FOR CITY OF ROSENBERG EMPLOYEES, QUALIFIED RETIREES, AND THEIR DEPENDENTS; AND, AUTHORIZING THE ROSENBERG EMPLOYEE BENEFITS TRUST TO NEGOTIATE AND EXECUTE A CONTRACT FOR SAME.

* * * * *

WHEREAS, it is the goal of City Council to provide employees, qualified retirees, and their dependents with appropriate dental care benefits; and,

WHEREAS, City Council and staff have made every effort to provide comprehensive yet affordable dental care to said employees, qualified retirees, and their dependents; and,

WHEREAS, the Rosenberg Employee Benefits Trust has reviewed, approved, and been authorized to execute a Contract with Assurant Employee Benefits, on behalf of said employees, qualified retirees, and their dependents; now, therefore,

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

Section 1. City Council hereby approves and authorizes funding to facilitate a Contract with Assurant Employee Benefits for the provision of dental care benefits to City of Rosenberg employees, qualified retirees, and their dependents.

Section 2. The Rosenberg Employee Benefits Trust is hereby authorized to negotiate and execute a Contract for said dental care benefits.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

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

City of Rosenberg



2014-2015 Plan Year Dental Plan Financial/Benefit Analysis

Dental PPO

	Guardian Current	Guardian Renewal	Assurant
Employee (59)	\$32.50	\$37.51	\$26.75
Employee+Spouse (23)	\$64.99	\$75.00	\$54.00
Employee+Children (21)	\$88.05	\$101.61	\$75.00
Employee+Family (27)	\$120.53	\$139.09	\$102.00
Total Monthly	\$8,515.63	\$9,827.33	\$7,149.25
Total Yearly	\$102,187.56	\$117,927.96	\$85,791.00
Variance to Current		15.40%	-16.05%

In-Network / Out-of-Network

Annual Deductible (I)	\$50	\$50	\$50
Annual Deductible (F)	\$150	\$150	\$150
Preventive	100%	100%	100%
Basic	80%	80%	80%
Major	50%	50%	50%
Annual Maximum (I)	\$1,500	\$1,500	\$1,500
Orthodontia (>19)	50%	50%	50%
Orthodontia Lifetime	\$1,500	\$1,500	\$1,500
Maximum Rollover Threshold	\$700		
Rollover Amount	\$350		
Maximum Rollover	\$1,250		

Second Year Rate Offer/Cap

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

City of Rosenberg



2014-2015 Plan Year Dental Plan Financial/Benefit Analysis

Dental DHMO

	Guardian Current	Guardian Renewal	Assurant
Employee (42)	\$10.14	\$10.55	\$10.00
Employee+Spouse (11)	\$21.00	\$21.84	\$17.24
Employee+Children (9)	\$25.29	\$26.30	\$23.22
Employee+Family (8)	\$33.75	\$35.10	\$31.81
Total Monthly	\$1,154.49	\$1,200.84	\$1,073.10
Total Yearly	\$13,853.88	\$14,410.08	\$12,877.20
Variance to Current		4.01%	-7.05%
Second Year Rate Offer/Cap			2 Year

Total Dental Spend

PPO	\$102,187.56	\$117,927.96	\$85,791.00
DHMO	\$13,853.88	\$14,410.08	\$12,877.20
Total Yearly	\$116,041.44	\$132,338.04	\$98,668.20
Variance to Current		14.04%	-14.97%

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
14	Resolution No. R-1843 – Authorizing Participation in TxDOT Off-System Bridge Replacement Program

ITEM/MOTION

Consideration of and action on Resolution No. R-1843, a Resolution authorizing replacement of the W. Fairgrounds Road Bridge at Seabourne Creek through the Texas Department of Transportation (TxDOT) Off-System Bridge Replacement Program utilizing the “participation waived” project form of agreement, approving improvements to other bridges equal to the 10% local funding contribution in the estimated amount of \$88,209.00; and, authorizing the City Manager and/or Mayor to execute all appropriate agreements and/or documents regarding same.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

N/A

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

SUPPORTING DOCUMENTS:

1. Brudnick Correspondence – 07-23-14
2. Resolution No. R-1843

MUD #: N/A

APPROVALS

Submitted by:

John Maresh
 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
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

Staff recently received correspondence from TxDOT regarding the Off-System Bridge Replacement Program. The City has one (1) bridge, located at Seabourne Creek and West Fairgrounds Road, that qualifies for replacement under this Program.

The City has two (2) options to facilitate the bridge’s replacement. One option is to enter into a structured agreement with TxDOT that would consist of federal government funding at 80%, state funding at 10%, and City funding at 10%, or \$88,209.00. TxDOT also offers a “participation-waived” project option that allows the City to perform certain other projects that qualify as an equivalent match. Equivalent-match projects must be completed within three (3) years of letting of the first participation-waived project. According to TxDOT staff, the W. Fairgrounds Road bridge is scheduled for replacement in 2018, therefore the City would have up to three (3) years from that date in which to complete the “participation-waived” project(s) to improve other qualifying deficient structures or drainage facilities. Likewise, the “participation-waived” projects can be completed in advance of the 2018 replacement date. For example, if the existing bridge over Dry Creek is replaced as a part of the Bryan Road improvement project, this would qualify as the local equivalent match project.

Staff is recommending that the City participate in the Off-System Bridge Replacement Program utilizing the “participation-waived” project form of agreement with TxDOT that would require an equivalent dollar amount of \$88,209.00 to structurally improve other qualifying deficient structures of drainage facilities. Resolution No. R-1843 authorizes the replacement of the bridge, authorizes the “participation-waived” project form of agreement, and authorizes the Mayor and/or City Manager to execute all appropriate agreements and other documents to facilitate the project.



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | (713) 802-5000 | WWW.TXDOT.GOV

RECEIVED
7/27/14

July 23, 2014

CERTIFIED MAIL 7012 1640 0000 5997 9466

Charles Kalkomey, P.E.
City Engineer, City of Rosenberg
6415 Reading Road
Rosenberg, Texas 77471

RE: Off-System Bridge Replacement Program
City of Rosenberg

Dear Mr. Kalkomey:

This is to advise you that all the deficient bridges listed on the attached spreadsheet have been approved for replacement under the Texas Department of Transportation's (TxDOT) Off-System Bridge Replacement Program.

Please review the list and respond if there are any bridges that the City of Rosenberg (City) would prefer to replace through an agreement with TxDOT. The agreement can be structured as an 80-10-10 percent split (federal-state-local) where the City would pay ten percent; or, the ten percent cash match the City is responsible for may be waived if the City agrees to use an equivalent dollar amount to structurally improve other deficient structures or drainage facilities. The federally funded project on which the City's ten percent cost participation is waived is referred to as the "participation-waived" project, while the project(s) to be performed by the City in return for the waiver is referred to as the "equivalent match" project(s). Equivalent-match projects must be completed within 3 years of the letting of the first participation-waived project.

For your use, please find attached a list of deficient bridges that are eligible for replacement in the City's jurisdiction. The item on the right side of the list labeled "10% Local Entity Participation" is the City's estimated required participation.

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

Please respond by August 22, 2014, if there are any bridges on the attached spreadsheet that the City prefers to replace with either funding method previously mentioned. The total 10 percent requirement for participation on the bridges listed on the attachment is \$88,209.00.

If you require further information please contact David Nitsch, District Programs Administrator, at (713) 802-5633.

Sincerely,

A handwritten signature in blue ink that reads "William R. Brudnick, P.E.".

William R. Brudnick, P.E.
Director of Transportation
Planning and Development
Houston District

KL:ht
Attachment
cc: David Nitsch

City of Rosenberg

Deficient Bridges Currently Approved Under The Federal-Aid Off-System Bridge Program with No Executed Agreement

CSJ: 0912-34-188	Location: SEABOURNE CRK AT W FAIRGROUNDS ROAD	Estimated Construction Cost: \$729,000	Total Project Direct Cost: \$882,090.00
NBI #: 12080C00700001	Type of Work: REPLACE BRIDGE AND APPROACHES (NBI #12080C00700001)		10% Local Entity Participation: \$88,209.00
County: FORT BEND	Project No.: BR()		Suff Rating/Critical Def. Ind.: 42.7/FO

Legend for Suff/Critical Def. Ind.

- SD - Structurally Deficient
- CD - Critically Deficient
- NC - Not Critical
- FO - Functionally Obsolete

RESOLUTION NO. R-1843

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING REPLACEMENT OF THE W. FAIRGROUNDS ROAD BRIDGE AT SEABOURNE CREEK THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) OFF-SYSTEM BRIDGE REPLACEMENT PROGRAM UTILIZING THE "PARTICIPATION WAIVED" PROJECT FORM OF AGREEMENT, APPROVING IMPROVEMENTS TO OTHER BRIDGES EQUAL TO THE 10% LOCAL FUNDING CONTRIBUTION IN THE ESTIMATED AMOUNT OF \$88,209.00; AND, AUTHORIZING THE CITY MANAGER AND/OR MAYOR TO EXECUTE ALL APPROPRIATE AGREEMENTS AND/OR DOCUMENTS REGARDING SAME.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the replacement of the W. Fairgrounds Road bridge at Seabourne Creek Park through the TxDOT Off-System Bridge Replacement Program utilizing the "participation waived" project form of agreement and approves improvements to other bridges equal to 10% of the local funding contribution in the estimated amount of \$88,209.00.

Section 2. The City Manager and/or Mayor are hereby authorized to execute for and on behalf of the City of Rosenberg, appropriate agreements and/or documents regarding same.

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
15	Resolution No. R-1826 - Awarding Bid No. 2014-09 for Construction of the Bamore Road Phase IV Paving and Drainage Improvements Project

ITEM/MOTION

Consideration of and action on Resolution No. R-1826, a Resolution awarding Bid No. 2014-09 for construction of the Bamore Road Phase IV Paving and Drainage Improvements Project; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

225-7000-540-7031
430-0000-550-7035
CP 1317

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

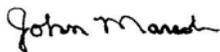
SUPPORTING DOCUMENTS:

1. Bid Summary Form
2. Proposal
3. Janak Correspondence – 07-24-14
4. Resolution No. R-1826

MUD #: N/A

APPROVALS

Submitted by:


John Maresh
Assistant City Manager of
Public Services

Reviewed by:

- Exec. Dir. of Administrative Services 
- Asst. City Manager of Public Services
- City Attorney
- City Engineer **CAK/rl**
- Project Director 

Approved for Submittal to City Council:


Robert Gracia
City Manager

EXECUTIVE SUMMARY

During the August 05, 2014 City Council Meeting, action was taken to table this item for further discussion at the next meeting. Representatives from Gonzalez Construction Enterprise, Inc., are planning to be available at the City Council meeting to answer any questions that may arise.

Bids were received on Wednesday, July 16, 2014, for the Bamore Road Phase IV Paving and Drainage Improvements Project. A total of two (2) bids were opened and tabulated as indicated on the attached bid summary form. The Phase IV project primarily includes construction of the three (3) lane concrete curb and gutter street with underground storm sewer from south of Avenue K to FM 1640 (Avenue I). The portion of Bamore Road between FM 1640 (Avenue I) and Spur 529 will be reconstructed as an asphalt roadway with open ditches. Replacement of the water lines is also included.

Staff recommends Bid No. 2014-09 be awarded to Gonzalez Construction Enterprise, Inc., for the base bid in the amount of \$851,317.67. The attached correspondence from Larry Janak, Project Manager, IDC Engineering, recommends same. Should the bid be awarded as recommended, the proposal from Gonzalez Construction Enterprise, Inc., will be attached and serve as Exhibit "A" to Resolution No. R-1826. The contract time is 210 calendar days.

Staff recommends approval of Resolution No. R-1826 which will award Bid No. 2014-09 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Agreement.

BID SUMMARY
Bid No. 2014-09
Bamore Road Phase IV Paving and Drainage Improvements

Contractor	Base Bid Amount	Alternate Bid	Total No. Working Days
Gonzalez Construction Enterprise, Inc.	\$851,317.67	\$789,786.11	210
Conrad Construction Company, Ltd.	\$1,208,875.00	\$1,147,135.00	150

PROPOSAL AND BID FORM

July, 2014

For furnishing all labor, equipment, and material necessary for

**CITY OF ROSENBERG
CONSTRUCTION OF
BAMORE ROAD PHASE IV
PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K TO SPUR 529
IDC PROJECT NUMBER 303-0900
ROSENBERG BID NO. 2014-09**

The Honorable Vincent M. Morales, Jr.
City of Rosenberg
2110 4th Street
Rosenberg, Texas 77471

Gentlemen:

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the Invitation to Bidders, the Instructions for Bidders, this Proposal and Bid Schedule, the Contract Agreement, the General Conditions of Agreement, the Special Conditions, the Wage Scale, and the Technical Specifications, therein referred; that he has carefully examined the locations, conditions, and classes of materials of the proposed work; that he will provide all the necessary labor, machinery, tools, apparatus, services, and other items incidental to properly perform the work; and that he will do all work and furnish all materials called for in the contract Documents and Specifications in the manner prescribed therein and according to the requirements of the Owner as therein set forth.

It is understood that the following quantities of materials to be furnished at unit price amounts according to the accompanying Bid Schedule, which become a part of this Proposal, are approximate, and are intended principally to serve as a guide for evaluating bids. It is further understood that all items which are subsidiary to the Bid Item, and for which there is not specific pay item, shall be furnished and is included in the unit price bid items shown on the accompanying Bid Schedule.

It is further agreed that the quantities of materials or services to be furnished at unit prices may be increased or diminished as may be considered necessary, in the opinion of the Engineer at his sole discretion, to complete the project fully as planned and contemplated, and that all quantities of materials or services, whether increased or decreased, are to be supplied at the unit price amounts set forth below.

It is understood that the work is to be sequenced in stages as shown in the construction plans. It is understood and agreed that the work is to be complete in full within 210 calendar days after the date stated in the work order on which work is to be commenced.

It is understood that the Owner reserves the right to reject any or all bids, or to accept any bid considered advantageous.

In the event of the award of a Contract to the undersigned, the undersigned will secure proper compliance with the terms and provisions of the contract, insure and guarantee the work until the final completion and acceptance, and guarantee payment, as provided for in the Invitation to Bidders, of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with the Specifications and Plans, to the satisfaction of the Engineer.

The undersigned certifies that the bid amounts contained in this Proposal have been carefully checked and are submitted as correct and final, and these amounts will remain firm for sixty (60) days following submittal.

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

ENGINEERS ESTIMATE - 6-27-14				
DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION A - SITE PREPARATION AND TRAFFIC CONTROL				
1 Mobilization Complete in Place @ <u>fifty-seven thousand</u> <u>zero</u>	DOLLARS CENTS 1.0	LS	<u>57,000.00</u>	<u>\$ 57,000.00</u>
PER LUMP SUM				
2 Preparing ROW Complete in Place @ <u>two hundred twenty-eight</u> <u>zero</u>	DOLLARS CENTS 12.0	STA	<u>228.00</u>	<u>\$ 2,736.00</u>
PER STATION				
3 Work Zone Pav Mrk Remov (W) (4") (Solid) Complete in Place @ <u>zero</u> <u>forty</u>	DOLLARS CENTS 4939.0	LF	<u>0.40</u>	<u>\$ 1,975.60</u>
PER LINEAR FOOT				
4 Work Zone Pav Mrk Remov (Y) (4") (Solid) Complete in Place @ <u>zero</u> <u>forty</u>	DOLLARS CENTS 3226.0	LF	<u>0.40</u>	<u>\$ 1,290.40</u>
PER LINEAR FOOT				
5 Work Zone Pav Mrk Remov (W) (4") (Cat Track) Complete in Place @ <u>zero</u> <u>forty-six</u>	DOLLARS CENTS 200.0	LF	<u>0.46</u>	<u>\$ 92.00</u>
PER LINEAR FOOT				
6 Work Zone Pav Mrk Remov (Y) (4") (Cat Track) Complete in Place @ <u>zero</u> <u>forty-six</u>	DOLLARS CENTS 68.0	LF	<u>0.46</u>	<u>\$ 31.28</u>
PER LINEAR FOOT				
7 Work Zone Pav Mrk Remov (W) (ARROW) Remov (W) 4" Complete in Place @ <u>forty-five</u> <u>sixty</u>	DOLLARS CENTS 4.0	EA	<u>45.60</u>	<u>\$ 182.40</u>
PER EACH				
8 Temporary Rumble Strips Complete in Place @ <u>sixty</u> <u>forty-two</u>	DOLLARS CENTS 216.0	LF	<u>60.42</u>	<u>\$ 13,050.72</u>
PER LINEAR FOOT				
9 Maintenance of Traffic Control Complete in Place @ <u>Seventeen thousand one hundred</u> <u>zero</u>	DOLLARS CENTS 1.0	LS	<u>17,100.00</u>	<u>\$ 17,100.00</u>
LUMP SUM				
SECTION A - SITE PREPARATION AND TRAFFIC CONTROL SUBTOTAL (ITEMS 1 - 9)				<u>\$ 93,458.40</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION B - WATER DISTRIBUTION SYSTEM				
1 6" PVC Water Line By OPEN CUT with Tracer Wire, Mech. Joints, COMPLETE IN PLACE @ <u>thirty-seven</u> <u>eighty-five</u> PER LINEAR FOOT	DOLLARS CENTS 120.0	LF	<u>37.85</u>	<u>\$4,542.00</u>
2 8" PVC Water Line By OPEN CUT with Tracer Wire, Mech. Joints, COMPLETE IN PLACE @ <u>forty-seven</u> <u>forty-two</u> PER LINEAR FOOT	DOLLARS CENTS 222.0	LF	<u>47.42</u>	<u>\$10,527.24</u>
3 8" PVC Water Line By AUGER with 12" Steel Casing, COMPLETE IN PLACE @ <u>forty-eight</u> <u>eleven</u> PER LINEAR FOOT	DOLLARS CENTS 75.0	LF	<u>48.11</u>	<u>\$3,608.25</u>
4 12" PVC Water Line By Open Cut with Tracer Wire, Mech. Joints, Complete in Place @ <u>fifty-one</u> <u>sixty-eight</u> PER LINEAR FOOT	DOLLARS CENTS 634.0	LF	<u>51.68</u>	<u>\$32,765.12</u>
5 12" PVC Water Line By AUGER with Tracer Wire, Complete in Place @ <u>fifty-nine</u> <u>twelve</u> PER LINEAR FOOT	DOLLARS CENTS 310.0	LF	<u>59.12</u>	<u>\$18,327.20</u>
6 6" GV&B Complete in Place @ <u>Seven hundred fifty-two</u> <u>forty</u> PER EACH	DOLLARS CENTS 3.0	EA	<u>752.40</u>	<u>\$2,257.20</u>
7 8" GV&B Complete in Place @ <u>One thousand one hundred</u> <u>ten</u> PER EACH	DOLLARS CENTS 4.0	EA	<u>1,100.10</u>	<u>\$4,400.40</u>
8 12" GV&B Complete in Place @ <u>one thousand nine hundred ninety-five</u> <u>zero</u> PER EACH	DOLLARS CENTS 6.0	EA	<u>1,995.00</u>	<u>\$11,970.00</u>
9 Remove & Salvage Exist. Fire Hydrant @ <u>three hundred ninety-nine</u> <u>zero</u> PER EACH	DOLLARS CENTS 2.0	EA	<u>399.00</u>	<u>\$798.00</u>
10 6" Fire Hydrant Branch @ <u>thirty-two</u> <u>fifteen</u> PER LINEAR FOOT	DOLLARS CENTS 66.0	LF	<u>32.15</u>	<u>\$2,121.90</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
11	Fire Hydrant Assembly including 6" Gate Valve Complete in Place @ <u>three thousand eight hundred eighty-one</u> <u>seventy</u> DOLLARS CENTS	4.0	EA	<u>3,881.70</u>	<u>\$15,526.80</u>
	PER EACH				
12	12" Steel Casing Complete in Place @ <u>seventy-two</u> <u>five</u> DOLLARS CENTS	76.0	LF	<u>72.05</u>	<u>\$5,475.80</u>
	PER LINEAR FOOT				
13	2" Wet Connection Complete in Place @ <u>five hundred thirteen</u> <u>zero</u> DOLLARS CENTS	1.0	EA	<u>513.00</u>	<u>\$513.00</u>
	PER EACH				
14	6" Wet Connection Complete in Place @ <u>one thousand one hundred ninety-seven</u> <u>zero</u> DOLLARS CENTS	3.0	EA	<u>1,197.00</u>	<u>\$3,591.00</u>
	PER EACH				
15	12" Wet Connection Complete in Place @ <u>one thousand eight hundred fifty-eight</u> <u>twenty</u> DOLLARS CENTS	3.0	EA	<u>1,858.20</u>	<u>\$5,574.60</u>
	PER EACH				
16	2" Cut & Plug Complete in Place @ <u>eighty-five</u> <u>fifty</u> DOLLARS CENTS	1.0	EA	<u>85.50</u>	<u>\$85.50</u>
	PER EACH				
17	6" Cut & Plug Complete in Place @ <u>two hundred eighty-five</u> <u>zero</u> DOLLARS CENTS	3.0	EA	<u>285.00</u>	<u>\$855.00</u>
	PER EACH				
18	12" Cut, Plug & Abandon w/MJ Flange Complete in Place @ <u>nine hundred fifty-eight</u> <u>seventy-four</u> DOLLARS CENTS	3.0	EA	<u>958.74</u>	<u>\$2,876.22</u>
	PER EACH				
19	8" Plug and Clamp Complete in Place @ <u>two hundred eighty-five</u> <u>zero</u> DOLLARS CENTS	2.0	EA	<u>285.00</u>	<u>\$570.00</u>
	PER EACH				
20	Trench Safety Complete in Place @ <u>one</u> <u>fourteen</u> DOLLARS CENTS	1498.0	LF	<u>1.14</u>	<u>\$1,707.72</u>
	PER LINEAR FOOT				

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
21 Relocate and Reconnect Exist. Water Meter Complete in Place @ <u>one hundred seventy-one</u> DOLLARS <u>zero</u> CENTS PER EACH	1.0	EA	<u>171.00</u>	<u>\$171.00</u>
SECTION B - WATER DISTRIBUTION SYSTEM SUBTOTAL (ITEMS 1 - 21)				<u>\$128,263.95</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
Addendum No. 1
7-11-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION C - STORM SEWER COLLECTION SYSTEM				
1 18" RCP Complete in Place @ <u>fifty-three</u> <u>twenty-four</u> PER LINEAR FOOT	DOLLARS CENTS 41.0	LF	<u>53.24</u>	<u>\$ 2,182.84</u>
2 24" RCP Complete in Place @ <u>Sixty</u> <u>eight</u> PER LINEAR FOOT	DOLLARS CENTS 663.0	LF	<u>60.08</u>	<u>\$ 39,833.04</u>
3 30" RCP Complete in Place @ <u>eighty-six</u> <u>thirty</u> PER LINEAR FOOT	DOLLARS CENTS 380.0	LF	<u>86.30</u>	<u>\$ 32,794.00</u>
4 36" RCP Complete in Place @ <u>one hundred nine</u> <u>sixty-seven</u> PER LINEAR FOOT	DOLLARS CENTS 125.0	LF	<u>109.67</u>	<u>\$ 13,708.75</u>
5 4'x3' RCB Complete in Place @ <u>two hundred twenty-eight</u> <u>eighty</u> PER LINEAR FOOT	DOLLARS CENTS 32.0	LF	<u>228.80</u>	<u>\$ 7,321.60</u>
6 Type 'H2' Inlet Complete in Place @ <u>two thousand forty-six</u> <u>thirty</u> PER EACH	DOLLARS CENTS 10.0	EA	<u>2,046.30</u>	<u>\$ 20,463.00</u>
7 Curb Inlet Extensions Complete in Place @ <u>two thousand twenty-nine</u> <u>twenty</u> PER EACH	DOLLARS CENTS 6.0	EA	<u>2,029.20</u>	<u>\$ 12,175.20</u>
8 Type A Inlet Complete in Place @ <u>one thousand nine hundred forty-three</u> <u>seventy</u> PER EACH	DOLLARS CENTS 4.0	EA	<u>1,943.70</u>	<u>\$ 7,774.80</u>
9 Storm Manhole TYPE C Complete in Place @ <u>two thousand four hundred sixty-eight</u> <u>ten</u> PER EACH	DOLLARS CENTS 6.0	EA	<u>2,468.10</u>	<u>\$ 14,808.60</u>
10 Storm Manhole TYPE M Complete in Place @ <u>three thousand two hundred sixty-six</u> <u>ten</u> PER EACH	DOLLARS CENTS 2.0	EA	<u>3,266.10</u>	<u>\$ 6,532.20</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID	
11	10" Crumpler Plastic Pipe (CPP) Complete in Place @ <u>thirty-four</u> <u>forty-three</u> PER LINEAR FOOT	DOLLARS CENTS	29.0	LF	<u>34.43</u>	\$ <u>998.47</u>
12	Utility Conflict Box Complete in Place @ <u>five thousand nine hundred eighty-five</u> <u>zero</u> PER EACH	DOLLARS CENTS	1.0	EA	<u>5,985.00</u>	\$ <u>5,985.00</u>
13	Inlet Top With Grate Complete in Place @ <u>two thousand fifty-two</u> <u>zero</u> PER EACH	DOLLARS CENTS	1.0	EA	<u>2,052.00</u>	\$ <u>2,052.00</u>
14	Trench Safety System Storm Sewer (Pipe/Box) Complete in Place @ <u>one</u> <u>fourteen</u> PER LINEAR FOOT	DOLLARS CENTS	1205.0	LF	<u>1.14</u>	\$ <u>1,373.70</u>
15	16" Steel Casing Complete in Place @ <u>two hundred sixty-five</u> <u>sixty-two</u> PER LINEAR FOOT	DOLLARS CENTS	7.0	LF	<u>265.62</u>	\$ <u>1,859.34</u>
SECTION C - STORM SEWER COLLECTION SYSTEM SUBTOTAL (ITEMS 1 - 14)						\$ <u>169,862.54</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION D - PAVING BASE DESIGN ITEMS				
1 Excavation (Plan Measured Quantity) Complete in Place @ <u>Six</u> <u>twenty-seven</u> PER CUBIC YARD	3069.0	CY	<u>6.27</u>	\$ <u>19,242.63</u>
2 Embankment (Plan Measured Quantity) Complete in Place @ <u>Six</u> <u>eighty-four</u> PER CUBIC YARD	338.0	CY	<u>6.84</u>	\$ <u>2,311.92</u>
3 7" Joint Reinforced Concrete Roadway Paving Complete in Place @ <u>forty-one</u> <u>thirty-three</u> PER SQUARE YARD	4123.0	SY	<u>41.33</u>	\$ <u>170,403.59</u>
4 Lime Stabilized Subgrade (6" thick) Complete in Place @ <u>Two</u> <u>fifty-one</u> PER SQUARE YARD	5244.0	SY	<u>2.51</u>	\$ <u>13,162.44</u>
5 Lime (Hydrated, Commercial or Quicklime) (SLY) or QK (Dry) Complete in Place @ <u>one hundred sixty-three</u> <u>two</u> PER TON	71.0	TON	<u>163.02</u>	\$ <u>11,574.42</u>
6 8" HMAC Base Course Complete in Place @ <u>one hundred nineteen</u> <u>seventy</u> PER TON	437.0	TON	<u>119.70</u>	\$ <u>52,308.90</u>
7 1 1/2"TY "D" HMAC Level Up Complete in Place @ <u>one hundred thirty one</u> <u>ten</u> PER TON	111.0	TON	<u>131.10</u>	\$ <u>14,552.10</u>
8 1 1/2"TY "D" HMAC Surface Complete in Place @ <u>one hundred thirty one</u> <u>ten</u> PER TON	111.0	TON	<u>131.10</u>	\$ <u>14,552.10</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
9	6" Mono Curb Complete in Place @ <u>two</u> <u>ninety-six</u> PER LINEAR FOOT	DOLLARS CENTS 1336.0	LF	<u>2.96</u>	<u>\$3,954.56</u>
10	6" Curb & Gutter Complete in Place @ <u>twenty</u> <u>fifty-two</u> PER LINEAR FOOT	DOLLARS CENTS 104.0	LF	<u>20.52</u>	<u>\$2,134.08</u>
11	Pavement Header Complete in Place @ <u>thirteen</u> <u>sixty-eight</u> PER LINEAR FOOT	DOLLARS CENTS 91.0	LF	<u>13.68</u>	<u>\$1,244.88</u>
12	6" Concrete Driveway Complete in Place @ <u>thirty-nine</u> <u>ninety</u> PER SQUARE YARD	DOLLARS CENTS 803.0	SY	<u>39.90</u>	<u>\$32,039.70</u>
13	4 1/2" Concrete Sidewalk Complete in Place @ <u>four</u> <u>fifty-six</u> PER SQUARE FEET	DOLLARS CENTS 2723.0	SF	<u>4.56</u>	<u>\$12,416.88</u>
14	Sodding Complete in Place @ <u>three</u> <u>ninety-nine</u> PER SQUARE YARD	DOLLARS CENTS 257.0	SY	<u>3.99</u>	<u>\$1,025.43</u>
15	Hydro Mulch Complete in Place @ <u>one thousand seven hundred ten</u> <u>zero</u> PER ACRE	DOLLARS CENTS 1.0	AC	<u>1,710.00</u>	<u>\$1,710.00</u>
16	TY 1 Wheelchair Ramp Complete in Place @ <u>one thousand one hundred ninety-seven</u> <u>zero</u> PER EACH	DOLLARS CENTS 2.0	EA	<u>1,197.00</u>	<u>\$2,394.00</u>
17	TY 10 Wheelchair Ramp Complete in Place @ <u>one thousand one hundred ninety-seven</u> <u>zero</u> PER EACH	DOLLARS CENTS 4.0	EA	<u>1,197.00</u>	<u>\$4,788.00</u>
18	Fertilizer Complete in Place @ <u>six hundred eighty-four</u> <u>zero</u> PER ACRE	DOLLARS CENTS 1.0	AC	<u>684.00</u>	<u>\$684.00</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
19 12" Asphalt TRT Base Complete in Place @ <u>one hundred nineteen</u> <u>seventy</u> DOLLARS CENTS PER TON	255.0	TON	<u>119.70</u>	\$ <u>30,523.50</u>
20 6" HMAC Stabilized Base Course (Drwy) Complete in Place @ <u>one hundred nineteen</u> <u>seventy</u> DOLLARS CENTS PER TON	76.0	TON	<u>119.70</u>	\$ <u>9,097.20</u>
SEC. D (ALT) - PAVING BASE DESIGN SUBTOTAL (ITEMS 1 - 20)				<u>\$400,120.33</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
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6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION D - PAVING ALTERNATE DESIGN ITEMS				
1 Excavation (Plan Measured Quantity) Complete in Place @ <u>SIX</u> <u>twenty-seven</u> PER CUBIC YARD	DOLLARS CENTS 3069.0	CY	<u>6.27</u>	\$ <u>19,242.63</u>
2 Embankment (Plan Measured Quantity) Complete in Place @ <u>SIX</u> <u>eighty-four</u> PER CUBIC YARD	DOLLARS CENTS 338.0	CY	<u>6.84</u>	\$ <u>2,311.92</u>
3 7" Joint Reinforced Concrete Roadway Paving Complete in Place @ <u>forty one</u> <u>thirty-three</u> PER SQUARE YARD	DOLLARS CENTS 4123.0	SY	<u>41.33</u>	\$ <u>170,403.59</u>
4 Lime Stabilized Subgrade (6" thick) Complete in Place @ <u>TWO</u> <u>fifty-one</u> PER SQUARE YARD	DOLLARS CENTS 4692.0	SY	<u>2.51</u>	\$ <u>11,776.92</u>
5 Lime (Hydrated, Commercial or Quicklime) (SLY) or QK (Dry) Complete in Place @ <u>one hundred sixty-three</u> <u>two</u> PER TON	DOLLARS CENTS 63.0	TON	<u>163.02</u>	\$ <u>10,270.26</u>
6 8" HMAC Base Course Complete in Place @ <u>one hundred nineteen</u> <u>seventy</u> PER TON	DOLLARS CENTS 195.0	TON	<u>119.70</u>	\$ <u>23,341.50</u>
7 1 1/2"TY "D" HMAC Level Up Complete in Place @ <u>one hundred thirty-one</u> <u>ten</u> PER TON	DOLLARS CENTS 45.0	TON	<u>131.10</u>	\$ <u>5,899.50</u>
8 1 1/2"TY "D" HMAC Surface Complete in Place @ <u>one hundred thirty-one</u> <u>ten</u> PER TON	DOLLARS CENTS 61.0	TON	<u>131.10</u>	\$ <u>7,997.10</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
9	6" Mono Curb Complete in Place @ <u>two</u> <u>eighty-five</u> PER LINEAR FOOT	DOLLARS CENTS	1336.0	LF	<u>2.85</u> \$ <u>3,807.60</u>
10	6" Curb & Gutter Complete in Place @ <u>twenty</u> <u>fifty-two</u> PER LINEAR FOOT	DOLLARS CENTS	104.0	LF	<u>20.52</u> \$ <u>2,134.08</u>
11	Pavement Header Complete in Place @ <u>thirteen</u> <u>sixty-eight</u> PER LINEAR FOOT	DOLLARS CENTS	91.0	LF	<u>13.68</u> \$ <u>1,244.88</u>
12	6" Concrete Driveway Complete in Place @ <u>thirty-nine</u> <u>ninety</u> PER SQUARE YARD	DOLLARS CENTS	803.0	SY	<u>39.90</u> \$ <u>32,039.70</u>
13	4 1/2" Concrete Sidewalk Complete in Place @ <u>four</u> <u>fifty-six</u> PER SQUARE FEET	DOLLARS CENTS	2723.0	SF	<u>4.56</u> \$ <u>12,416.88</u>
14	Sodding Complete in Place @ <u>three</u> <u>ninety-nine</u> PER SQUARE YARD	DOLLARS CENTS	257.0	SY	<u>3.99</u> \$ <u>1,025.43</u>
15	Hydro Mulch Complete in Place @ <u>one thousand seven hundred ten</u> <u>zero</u> PER ACRE	DOLLARS CENTS	1.0	AC	<u>1,710.00</u> \$ <u>1,710.00</u>
16	TY 1 Wheelchair Ramp Complete in Place @ <u>one thousand one hundred ninety-seven</u> <u>zero</u> PER EACH	DOLLARS CENTS	2.0	EA	<u>1,197.00</u> \$ <u>2,394.00</u>
17	TY 10 Wheelchair Ramp Complete in Place @ <u>one thousand one hundred ninety seven</u> <u>zero</u> PER EACH	DOLLARS CENTS	4.0	EA	<u>1,197.00</u> \$ <u>4,788.00</u>
18	Fertilizer Complete in Place @ <u>six hundred eighty-four</u> <u>zero</u> PER ACRE	DOLLARS CENTS	1.0	AC	<u>684.00</u> \$ <u>684.00</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
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CITY OF ROSENBERG
Bid Form
6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
19 12" Asphalt TRT Base Complete in Place @ <u>one hundred fourteen</u> DOLLARS <u>zero</u> CENTS PER TON	220.0	TON	<u>114.00</u>	\$ <u>25,080.00</u>
20 6" HMAC Stabilized Base Course (Drwy) Complete in Place @ <u>one hundred nineteen</u> DOLLARS <u>seventy</u> CENTS PER TON	33.0	TON	<u>119.70</u>	\$ <u>3,950.10</u>
SEC. D (ALT) - PAVING ALTERNATE DESIGN SUBTOTAL (ITEMS 1 - 20)				\$ <u>342,518.09</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION E - STORM WATER POLLUTION PREVENTION ITEMS				
1 Stab Construction Exit (TY 1) Complete in Place @ <u>seven</u> <u>ninety-eight</u> PER SQUARE YARD	DOLLARS CENTS 156.0	SY	<u>7.98</u>	<u>\$1,244.88</u>
2 Stab Construction Exit (REMOVE) @ <u>two</u> <u>twenty-eight</u> PER SQUARE YARD	DOLLARS CENTS 156.0	SY	<u>2.28</u>	<u>\$ 355.68</u>
3 Fabric Filter Fence Complete in Place @ <u>one</u> <u>sixty-five</u> PER LINEAR FOOT	DOLLARS CENTS 240.0	LF	<u>1.65</u>	<u>\$ 396.00</u>
4 Inlet Protection Barrier (Fabric Filter) Complete in Place @ <u>forty-five</u> <u>sixty</u> PER LINEAR FOOT	DOLLARS CENTS 340.0	LF	<u>45.60</u>	<u>\$15,504.00</u>
5 Inlet Protection Barrier (Sand Bag) Complete in Place @ <u>twenty-two</u> <u>eighty</u> PER EACH	DOLLARS CENTS 40.0	EA	<u>22.80</u>	<u>\$ 912.00</u>
SECTION E - STORM WATER POLLUTION PREVENTION SUBTOTAL (ITEMS 1 - 5)				<u>\$18,412.56</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
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DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID	
SECTION F - SIGNING & PAVEMENT MARKINGS ITEMS					
1 Small Traffic Sign Complete in Place @ <u>five hundred thirteen</u> <u>zero</u>	DOLLARS CENTS	7.0	EA	<u>513.00</u>	\$ <u>3,591.00</u>
PER EACH					
2 Reflective Pavement Mark Type I (White) (Solid) 24" Complete in Place @ <u>six</u> <u>eighty-four</u>	DOLLARS CENTS	185.0	LF	<u>6.84</u>	\$ <u>1,265.40</u>
PER LINEAR FOOT					
3 Reflective Pavement Mark Type I (White) (Solid) 12" Complete in Place @ <u>three</u> <u>forty-two</u>	DOLLARS CENTS	619.0	LF	<u>3.42</u>	\$ <u>2,116.98</u>
PER LINEAR FOOT					
4 Reflective Pavement Mark Type I (Yellow) (Brk) 4" Complete in Place @ <u>zero</u> <u>fifty-seven</u>	DOLLARS CENTS	1290.0	LF	<u>0.57</u>	\$ <u>735.30</u>
PER LINEAR FOOT					
5 Reflective Pavement Mark (White) (Arrow) Complete in Place @ <u>one hundred two</u> <u>sixty</u>	DOLLARS CENTS	11.0	EA	<u>102.60</u>	\$ <u>1,128.60</u>
PER EACH					
6 Raised Pavement Marker (CL-B) (Reflective) TY II-A-A Complete in Place @ <u>four</u> <u>fifty-six</u>	DOLLARS CENTS	98.0	EA	<u>4.56</u>	\$ <u>446.88</u>
PER EACH					
7 Refl Pav Mrk TY I (Y) 4" (SLD) (100ML) Complete in Place @ <u>zero</u> <u>fifty-seven</u>	DOLLARS CENTS	2270.0	LF	<u>0.57</u>	\$ <u>1,293.90</u>
PER LINEAR FOOT					

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
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6-25-2014

	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
8	Refl Pav Mrk (W) (SLD) (8") Complete in Place @ <u>One</u> PER LINEAR FOOT <u>fourteen</u>	DOLLARS CENTS 56.0	LF	<u>1.14</u>	\$ <u>63.84</u>
9	Refl Pav Mrk (Y) (SLD) (24") Complete in Place @ <u>Six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 207.0	LF	<u>6.84</u>	\$ <u>1,415.88</u>
10	Raised Pavement Marker (CL-B) (Reflective) TY II-C-R Complete in Place @ <u>four</u> <u>fifty-six</u> PER EACH	DOLLARS CENTS 3.0	EA	<u>4.56</u>	\$ <u>13.68</u>
11	Reflective Pavement Mark (White) (WORD) Complete in Place @ <u>One hundred eight</u> <u>thirty</u> PER EACH	DOLLARS CENTS 1.0	EA	<u>108.30</u>	\$ <u>108.30</u>
12	Remove Existing Pavement Mark Complete in Place @ <u>one</u> <u>seventy-one</u> PER LINEAR FOOT	DOLLARS CENTS 163.0	LF	<u>1.71</u>	\$ <u>278.73</u>
13	Remove Existing Sign Complete in Place @ <u>eighty-five</u> <u>fifty</u> PER EACH	DOLLARS CENTS 7.0	EA	<u>85.50</u>	\$ <u>598.50</u>
14	Relocate Existing Sign Complete in Place @ <u>two hundred twenty-eight</u> <u>zero</u> PER EACH	DOLLARS CENTS 4.0	EA	<u>228.00</u>	\$ <u>912.00</u>
SECTION F - SIGNING & PAVEMENT MARKINGS SUBTOTAL (ITEMS 1-14)					\$ <u>13,968.99</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
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	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION G - DEMOLITION AND REMOVAL BASE DESIGN ITEMS					
Saw Cut Existing Pavement					
1	Complete in Place @ <u>ten</u> <u>twenty-six</u> PER LINEAR FOOT	DOLLARS CENTS 174.0	LF	<u>10.26</u>	<u>\$ 1,785.24</u>
Remove Existing Driveway (Concrete)					
2	Complete in Place @ <u>two</u> <u>zero</u> PER SQUARE YARD	DOLLARS CENTS 61.0	SY	<u>2.00</u>	<u>\$ 122.00</u>
Remove Existing Driveway (Asphalt)					
3	Complete in Place @ <u>two</u> <u>zero</u> PER SQUARE YARD	DOLLARS CENTS 572.0	SY	<u>2.00</u>	<u>\$ 1,144.00</u>
Remove Existing Driveway (Gravel)					
4	Complete in Place @ <u>one</u> <u>forty-eight</u> PER SQUARE YARD	DOLLARS CENTS 440.0	SY	<u>1.48</u>	<u>\$ 651.20</u>
Remove Stab Base and Asph Pavement					
5	Complete in Place @ <u>five</u> <u>seventy</u> PER SQUARE YARD	DOLLARS CENTS 3403.0	SY	<u>5.70</u>	<u>\$ 19,397.10</u>
Remove 24" SET					
6	Complete in Place @ <u>one hundred fourteen</u> <u>zero</u> PER EACH	DOLLARS CENTS 5.0	EA	<u>114.00</u>	<u>\$ 570.00</u>
Remove 18" RCP					
7	Complete in Place @ <u>six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 224.0	LF	<u>6.84</u>	<u>\$ 1,532.16</u>
Remove 28" RCP					
8	Complete in Place @ <u>six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 34.0	LF	<u>6.84</u>	<u>\$ 232.56</u>
Remove 24" RCP					
9	Complete in Place @ <u>six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 200.0	LF	<u>6.84</u>	<u>\$ 1,368.00</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
Bid Form
6-25-2014

	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
10	Remove 12" RCP Complete in Place @ <u>SIX</u> DOLLARS <u>eighty-four</u> CENTS PER LINEAR FOOT	16.0	LF	<u>6.84</u>	<u>\$109.44</u>
11	Remove 24" CMP Complete in Place @ <u>SIX</u> DOLLARS <u>eighty-four</u> CENTS PER LINEAR FOOT	30.0	LF	<u>6.84</u>	<u>\$205.20</u>
12	Remove Inlet Complete in Place @ <u>one hundred fourteen</u> DOLLARS <u>260</u> CENTS PER EACH	1.0	EA	<u>114.00</u>	<u>\$114.00</u>
SECTION G - DEMOLITION AND REMOVAL SUBTOTAL (ITEMS 1-12)					<u>\$27,230.90</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
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	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SECTION G (ALT)- DEMOLITION AND REMOVAL ALTERNATE DESIGN ITEMS					
Saw Cut Existing Pavement					
1	Complete in Place @ <u>ten</u> <u>twenty-six</u> PER LINEAR FOOT	DOLLARS CENTS 112.0	LF	<u>10.26</u>	<u>\$ 1,149.12</u>
Remove Existing Driveway (Concrete)					
2	Complete in Place @ <u>two</u> <u>zero</u> PER SQUARE YARD	DOLLARS CENTS 61.0	SY	<u>2.00</u>	<u>\$ 122.00</u>
Remove Existing Driveway (Asphalt)					
3	Complete in Place @ <u>two</u> <u>zero</u> PER SQUARE YARD	DOLLARS CENTS 572.0	SY	<u>2.00</u>	<u>\$ 1,144.00</u>
Remove Existing Driveway (Gravel)					
4	Complete in Place @ <u>one</u> <u>forty-eight</u> PER SQUARE YARD	DOLLARS CENTS 310.0	SY	<u>1.48</u>	<u>\$ 458.80</u>
Remove Stab Base and Asph Pavement					
5	Complete in Place @ <u>five</u> <u>seventy</u> PER SQUARE YARD	DOLLARS CENTS 2859.0	SY	<u>5.70</u>	<u>\$ 16,296.30</u>
Remove 24" SET					
6	Complete in Place @ <u>one hundred fourteen</u> <u>zero</u> PER EACH	DOLLARS CENTS 5.0	EA	<u>114.00</u>	<u>\$ 570.00</u>
Remove 18" RCP					
7	Complete in Place @ <u>six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 224.0	LF	<u>6.84</u>	<u>\$ 1,532.16</u>
Remove 28" RCP					
8	Complete in Place @ <u>six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 34.0	LF	<u>6.84</u>	<u>\$ 232.56</u>
Remove 24" RCP					
9	Complete in Place @ <u>six</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 200.0	LF	<u>6.84</u>	<u>\$ 1,368.00</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
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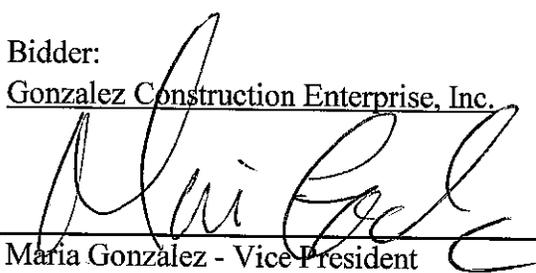
	DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
10	Remove 12" RCP Complete in Place @ <u>SIX</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 16.0	LF	<u>6.84</u>	<u>\$ 109.44</u>
11	Remove 24" CMP Complete in Place @ <u>SIX</u> <u>eighty-four</u> PER LINEAR FOOT	DOLLARS CENTS 30.0	LF	<u>6.84</u>	<u>\$ 205.20</u>
12	Remove Inlet Complete in Place @ <u>one hundred fourteen</u> <u>zero</u> PER EACH	DOLLARS CENTS 1.0	EA	<u>114.00</u>	<u>\$ 114.00</u>
SECTION G (ALT) - DEMOLITION AND REMOVAL ALTERNATE DESIGN SUBTOTAL (ITEMS 1-12)					<u>\$ 2330.58</u>

BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS
SOUTH OF AVENUE K
TO
SPUR 529
CITY OF ROSENBERG
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6-25-2014

DESCRIPTION	APPROX QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT BID
SUMMARY:				
Section A: Site Preparation and Traffic Control				\$ 93,458.40
Section B: Water Distribution System				\$ 128,263.95
Section C: Storm Sewer Collection System				\$ 169,862.54
Section D :Paving Base Design				\$ 400,120.33
Section D (ALT): Paving Alternate Design				\$ 342,518.09
Section E: Storm Water Pollution Prevention Items				\$ 18,412.56
Section F: Signing & Pavement Marking				\$ 13,968.99
Section G: Demolition and Removal Base Design				\$ 27,235.90
Section G (ALT): Demolition and Removal Alternate Design				\$ 23,301.58
TOTAL BID (BASE) A+B+C+D+E+F+G				\$ 851,317.67
TOTAL BID (ALT) A+B+C+D(ALT)+E+F+G(ALT)				\$ 789,786.11

Bidder:

Gonzalez Construction Enterprise, Inc.


 Maria Gonzalez - Vice President

Address:

3114 Blackwood Road

Rosenberg, TX 77471

Ph: 832-595-2385

Fx: 281-342-7070

Email: gonzalezconstruct@sbcglobal.net



Planners - Engineers - Program Managers

July 24, 2014

Ms. Melissa Pena
Project Director
City of Rosenberg
PO Box 32
Rosenberg, Texas 77474-0032

Re: Bid Recommendation
Bamore Road IV Paving and Drainage Improvements
South of Avenue K to Spur 529
(Rosenberg Bid #2014-09)

Dear Ms. Pena:

Two sealed bids were received at Rosenberg City Hall on July 16, 2014 at 10:00 a.m. for the above-referenced project. The bids were opened and read aloud at 10:10 a.m. The total project base bids ranged from \$851,317.67 from Gonzalez Construction Enterprise, Inc. to \$1,208,875.00 from Conrad Construction Co., Ltd. The total project alternate bids ranged from \$789,786.11 from Gonzalez Construction Enterprise, Inc. to \$1,147,135.00 from Conrad Construction Co., Ltd. A detailed bid tabulation is attached for your reference.

The lower bidder, Gonzalez Construction Enterprise, Inc. has experience in paving and drainage construction in the Rosenberg area. Gonzalez's bids do not have any mathematical error. Conrad's bids have a missing bid item for 16" steel casing in Section C and incorrect bid quantity for 1 1/2" TY "D" HMAC Level Up in Section D base paving items. These errors are highlighted in yellow in the bid tabulation form.

We recommend award of the project for the base bid amount to Gonzalez Construction Enterprise, Inc. The contractor will be required to furnish bid bond, a Standard Form of Agreement, Performance Bond, and Payment Bond to the City. The construction completion period is 210 days. If you have questions regarding this information, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry F. Janak".

Larry F. Janak, P.E.
Project Manager

Enclosures

RESOLUTION NO. R-1826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDED BID NO. 2014-09 FOR CONSTRUCTION OF THE BAMORE ROAD PHASE IV PAVING AND DRAINAGE IMPROVEMENTS PROJECT; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2014-09 to _____, in the amount of \$_____ for construction of the Bamore Road Phase IV Paving and Drainage Improvements Project.

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

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

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

ATTEST:

APPROVED:

Linda Cernosek, TRMC, **City Secretary**

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

ITEM 16

Hold Executive Session to consult with City Attorney to receive legal advice regarding a potential alternative water supply project in association with Brazosport Water Authority pursuant to Section 551.071 of the Texas Government Code; and, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Presiding Judge of the Municipal Court pursuant to Section 551.074 of the Texas Government Code.

ITEM 17

Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
18	Resolution No. R-1844 – Letter of Intent Regarding Alternative Water Supply Project

ITEM/MOTION

Consideration of and action on Resolution No. R-1844, a Resolution authorizing the Mayor to execute a Letter of Intent, by and between the City and Brazosport Water Authority regarding an alternative water supply project.

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

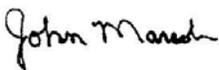
SUPPORTING DOCUMENTS:

MUD #: N/A

- Resolution No. R-1844 – Exhibit “A” to be provided during Executive Session

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

This item has been placed on the Agenda to allow City Council the opportunity to consider authorizing the Mayor to execute a Letter of Intent with the Brazosport Water Authority (BWA) regarding the supply of an alternative water source. This is necessary in order to comply with the Fort Bend Subsidence District mandate to reduce groundwater withdrawals by 30%, effective October 01, 2016.

If the Letter of Intent is approved by City Council, staff will continue to negotiate a surface water supply contract with the BWA for consideration by City Council at a subsequent meeting.

RESOLUTION NO. R-1844

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF INTENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND BRAZOSPORT WATER AUTHORITY REGARDING AN ALTERNATIVE WATER SUPPLY PROJECT.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the Mayor to execute a Letter of Intent regarding an alternative water supply project, by and between the City of Rosenberg and the Brazosport Water Authority, attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
19	Resolution No. R-1817 - Appointment of Municipal Court Judge for Two (2) Year Term

ITEM/MOTION

Consideration of and action on Resolution No. R-1817, a Resolution providing for the appointment of the Presiding Judge of the Municipal Court of the City, for a two (2) year term beginning October 01, 2014, and ending September 30, 2016.

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-1817

APPROVALS

Submitted by:

James A. Baker
 Presiding Judge, Municipal
 Court

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 City Manager

EXECUTIVE SUMMARY

The City's current appointment of the Presiding Judge of the Municipal Court of the City of Rosenberg will expire September 30, 2014. Making the appointment of the Judge in July, but effective October 01, 2014, allows for the associated Compensation Agreement, to be considered under the following Agenda item, to be completed during the Budget preparation for FY2014-15, thereby simplifying the FY2014-15 Budget process.

James A. Baker, the present Presiding Judge, requests appointment as the Presiding Judge of the Municipal Court of the City of Rosenberg, Texas, for a two (2) year term commencing October 01, 2014, and ending September 30, 2016; and, therefore approval of Resolution No. R-1817.

RESOLUTION NO. R-1817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, PROVIDING FOR THE APPOINTMENT OF THE PRESIDING JUDGE OF THE MUNICIPAL COURT OF THE CITY, FOR A TWO (2) YEAR TERM BEGINNING OCTOBER 01, 2014, AND ENDING SEPTEMBER 30, 2016.

* * * * *

WHEREAS, the Presiding Judge (“position”) for the City of Rosenberg is appointed to perform certain duties on behalf of the City of Rosenberg, Texas; and,

WHEREAS, said duties include, but are not limited to presiding over cases within the jurisdiction of the municipal court; conferring with the City Council on judicial matters; attending required seminars given by the State of Texas or other acceptable entities for municipal court judges; preparation and issuance of search warrants and related legal documents; conducting trials and arraignments; magistration of prisoners; conducting Texas Department of Transportation license revocation hearings; conducting Rosenberg Housing Authority appeal hearings; generally determining and adjudicating cases coming before the court; and, performing such other duties as may be required by law or ordinance of said position; and,

WHEREAS, City Council sees fit to appoint James A. Baker to said position for a specified term; now, therefore,

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

Section 1. City Council appoints James A. Baker to serve in the position of Presiding Judge for a two (2) year term beginning October 01, 2014, and ending September 30, 2016.

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

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



CITY COUNCIL COMMUNICATION

August 19, 2014

ITEM #	ITEM TITLE
20	Resolution No. R-1818 – Annual Evaluation and Compensation for the Position of Municipal Court Judge

ITEM/MOTION

Consideration of and action on Resolution No. R-1818, a Resolution providing for an annual evaluation and authorized compensation for the position of Presiding Judge of the Rosenberg Municipal Court.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

101-1417-510-1010

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1818

APPROVALS

Submitted by:

Vincent M. Morales, Jr./rl

Vincent M. Morales, Jr.
Mayor

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

City Council has established an evaluation date of on or before October 1st of each year for certain “direct report” administrative positions. This item provides an opportunity for City Council to take action out of Executive Session with regard to said evaluation and establish compensation for the position of Presiding Judge of the Rosenberg Municipal Court.

City Council having contemporaneously appointed James A. Baker, Presiding Judge for the two (2) year term beginning October 01, 2014, and ending September 30, 2016, it is incumbent upon City Council to establish the compensation to be paid for that position for that term and to authorize the execution of a Compensation Agreement between the City and James A. Baker stating the compensation to be paid as so established; and, to provide for other benefits of a full time employee of the City for the two (2) year term beginning October 01, 2014, and ending September 30, 2016.

Therefore, approval of Resolution No. R-1818 is recommended with the associated Compensation Agreement attached as Exhibit “A” once compensation has been established.

RESOLUTION NO. R-1818

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, PROVIDING FOR AN ANNUAL EVALUATION AND AUTHORIZED COMPENSATION FOR THE POSITION OF PRESIDING JUDGE OF THE ROSENBERG MUNICIPAL COURT.

* * * * *

WHEREAS, it is the desire of the City Council that an annual evaluation (evaluation) be performed, on or before October 1st, by City Council for the position of Presiding Judge of the Rosenberg Municipal Court; and,

WHEREAS, City Council has defined goals and performance objectives for the position of Presiding Judge essential for the implementation of the City Council's policy objectives, and for the effective operation of the City of Rosenberg; and,

WHEREAS, City Council sees fit to establish compensation for the position of Presiding Judge for a two (2) year term beginning October 01, 2014, and ending September 30, 2016, said position being that of Presiding Judge in the Rosenberg Municipal Court; and,

WHEREAS, City Council desires to establish an annual base salary in the amount of \$_____ for James A. Baker as just compensation for serving in the position of Presiding Judge; now, therefore,

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

Section 1. The Mayor is hereby authorized to execute a Compensation Agreement (Agreement) by and between the City of Rosenberg, Texas, and James A. Baker, Presiding Judge of the Municipal Court for said City.

Section 2. The Agreement establishes compensation for the position of Presiding Judge, namely James A. Baker, for a two (2) year term beginning October 01, 2014, and ending September 30, 2016, and 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**

COMPENSATION AGREEMENT

STATE OF TEXAS

COUNTY OF FORT BEND

The parties hereto, the City of Rosenberg, a home-rule municipality situated in Fort Bend County, Texas, hereinafter referred to as "Rosenberg" and James A. Baker are entering into this Compensation Agreement for the position of Presiding Judge of the Rosenberg Municipal Court and in that regard the parties mutually agree as follows:

1. Acknowledgment of Appointment and Representations:

James A. Baker, the present duly appointed Presiding Judge of the Municipal Court of the City of Rosenberg, for the term beginning October 1, 2012, and ending September 30, 2014, who has been reappointed by separate contemporaneous council action as Presiding Judge for the term beginning October 1, 2014, and ending September 30, 2016, represents to the City of Rosenberg that he has the legal competency, qualification and experience to provide services as Presiding Judge of the Municipal Court of the City of Rosenberg and will maintain at his own expense a valid and current license to practice law in the State of Texas. It is specifically understood and agreed by the parties that this appointment shall be governed by the Rosenberg City Charter and Ordinances pertaining thereto.

2. Compensation for Judicial Services:

Rosenberg does hereby establish the compensation for James A. Baker as Presiding Judge of the Municipal Court of the City of Rosenberg and for the judicial services to be performed in that capacity as follows:

For the biannual term commencing on the 1st day of October 2014, and ending on the 30th day of September 2016, the compensation shall be as follows:

For the period October 1, 2014, through September 30, 2016, \$_____ per year at the rate of \$_____ per biweekly pay period.

3. Judicial Services to be Performed:

The services to be provided as Municipal Judge include, but are not limited to, presiding over cases within the jurisdiction of the Court, conferring with the City Council on judicial matters; attending required seminars given by the State of Texas or other acceptable entities for municipal court judges; preparation and issuance of search warrants and related legal documents; conducting trials and arrangements; magistration of prisoners; conducting Texas

Department of Transportation license revocation hearings when scheduled; and generally determining the adjudicating cases coming before the court and performing such other duties as may be required by law or ordinance of that position, except the Judge shall not perform marriages.

4. Transportation Allowance:

Rosenberg agrees to pay James A. Baker the sum of \$200.00 per month as a transportation allowance for the transportation to attend to the services to be performed pursuant to this agreement; such monthly payments to begin during the month of October 2014 and end during the month of September 2016.

5. Status of Full Time Employee and Benefits:

James A. Baker shall be classified as a full time employee of the City of Rosenberg and shall be entitled to all benefits of a full time employee at the annual compensation set out in paragraph 2 above. James A. Baker shall be enrolled in the TMRS (Texas Municipal Retirement System) pension plan in the same manner and shall receive contribution from Rosenberg, to TMRS in a manner as provided for all other Rosenberg employees based upon the annual compensation set out in paragraph 2 above.

6. Compensation Agreement and Appointment Immediately Binding:

The parties hereto acknowledge that this agreement was approved and executed and agree that this Compensation Agreement and Appointment shall be binding as of the date of Execution and Appointment but that the compensation amounts provided for herein shall commence October 1, 2014, and end September 30, 2016. Further the parties agree that funding for this Compensation Agreement shall be included in the FY2014-2015 and FY2015-2016 Budgets.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed of this the ____ day of _____, 2014.

James A. Baker

Executed for and behalf of the city of Rosenberg, Texas, by the undersigned officer on the ____ day of _____, 2014, pursuant to authorized action of the City Council of the City of Rosenberg.

Vincent M. Morales, Jr., Mayor

ATTEST:

Linda Cernosek, City Secretary

ITEM 21

Announcements.

ITEM 22

Adjournment.