

NOTICE OF REGULAR COUNCIL MEETING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN REGULAR SESSION OPEN TO THE PUBLIC AS FOLLOWS:

DATE: Tuesday, June 02, 2015

TIME: 7:00 p.m.

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

PURPOSE: Regular City Council Meeting, agenda as follows:

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

Call to order: City Hall Council Chamber

Invocation and Pledge of Allegiance. (Reverend Deborah Pihoda, First Assembly of God, Rosenberg)

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

GENERAL COMMENTS FROM THE AUDIENCE.

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

COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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

CONSENT AGENDA

1. Review of Consent Agenda.
All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.
 - A. Consideration of and action on Regular Meeting Minutes for May 19, 2015. (Linda Cernosek, City Secretary)
 - B. Consideration of and action on Ordinance No. 2015-18, an Ordinance granting consent to Fort Bend County Municipal Utility District No. 162 (which includes Sunrise Meadow) for the sale and issuance of Unlimited Tax Bonds, Series 2015, in an amount not to exceed \$2,000,000. (Jeanne H. McDonald, Attorney)
 - C. Consideration of and action on approval of the issuance of Fort Bend County Municipal Utility District No. 167 (Brazos Town Center which includes The Reserve at Brazos Town Center) Unlimited Tax Refunding Bonds, Series 2015A, in an amount not to exceed \$3,200,000. (Charles Kalkomey, City Engineer)

- D. Consideration of and action on Resolution No. R-1966, a Resolution acknowledging the acquisition, by Utility Easement, of a 20-foot wide strip of land in the I. & G. N. Railroad Company Survey, Abstract 358, City of Rosenberg, Fort Bend County, Texas, being over, through and across a portion of the residue of that certain called 95.5 acre tract recorded in Volume 2002, Page 1972 and Page 1978, Official Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations, containing 0.856 acres of land, more or less, and generally located between Bamore Road and North Fairgrounds Road, and associated with the relocation of utility lines necessary to accommodate the US Hwy 59/I-69 Expansion Project. (John Maresh, Assistant City Manager of Public Services)
- E. Consideration of and action on a Short Form Final Plat of Bridlewood Estates, Section One Partial Replat One, being replat of Lot 30 & 31, Block 9, Bridlewood Estates, Section One (1), as recorded in Slide No. 1560/A & B, 1561/A & B and 1562/A & B, of the Plat Records of Fort Bend County, Texas; being a subdivision of 4.464 acres located in the Wiley Martin League, A-56 Fort Bend County, Texas. (Travis Tanner, Executive Director of Community Development)
- F. Consideration of and action on Quarterly Financial Report and Quarterly Investment Report for the quarter ended March 31, 2015. (Joyce Vasut, Executive Director of Administrative Services)

REGULAR AGENDA

- 2. Consideration of and action on Resolution No. R-1976, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Amendment to Interlocal Cooperation Agreement for the Collection of Taxes, by and between the City and Fort Bend County, Texas, for a period ending on June 30, 2016. (Joyce Vasut, Executive Director of Administrative Services)
- 3. Consideration of and action on Resolution No. R-1978, a Resolution authorizing the City Manager to waive uncollected municipal court fees and court costs in the amount of \$8,394.80 for deceased defendants. (Joyce Vasut, Executive Director of Administrative Services)
- 4. Consideration of and action on Resolution No. R-1977, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-10 in the amount of \$936,702 for Rosenberg Development Corporation professional services fees, purchase of water and replacement of a police vehicle. (Joyce Vasut, Executive Director of Administrative Services)
- 5. Consideration of and action on Resolution No. R-1970, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Contract Extension, by and between the City and Amegy Bank of Texas, for the provision of banking services for a period of one (1) year, effective July 01, 2015, and ending June 30, 2016. (Joyce Vasut, Executive Director of Administrative Services)
- 6. Consideration of and action on Resolution No. R-1975, a Resolution authorizing the Mayor to execute, for and on behalf of the City, an Interlocal Agreement for Reconstruction of Airport Avenue from Louise Street to Graeber Road (2013 Mobility Bond Project No. 13103), by and between the City and Fort Bend County. (John Maresh, Assistant City Manager of Public Services)
- 7. Consideration of and action on Resolution No. R-1979, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Amended and Restated Road Improvement Agreement, by and between the City and LGI Homes - Texas, LLC. (Travis Tanner, Executive Director of Community Development)
- 8. Consideration of and action on a Final Plat of The Trails at Seabourne Parke Section Two, a subdivision of 22.691 acres located in the G.M. Stone 1/3 League Survey, Abstract 312, City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 147); 108 lots, 6 blocks. (Travis Tanner, Executive Director of Community Development)
- 9. Consideration of and action on Ordinance No. 2015-19, an Ordinance amending the Code of Ordinances by amending Division 3 of Article II of Chapter 16 thereof entitled "Game Rooms and Amusement Redemption Machines"; providing for the regulation of game rooms and the use of "amusement redemption machines"; providing a penalty for violation of any provision hereof; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for an effective date. (Scott Tschirhart, City Attorney)
- 10. Announcements.
- 11. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

by _____.

Attest:
Linda Cernosek, TRMC, City Secretary

Approved for Posting:
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.

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

City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

Be it hereby known to all, that

Arturo Deleon

1212 Millie Street

has, on this 2nd day of June 2015, been recognized for his acts of labor and excellence in beautifying this property and for his caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.




Cynthia McConathy, Mayor



City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

Be it hereby known to all, that

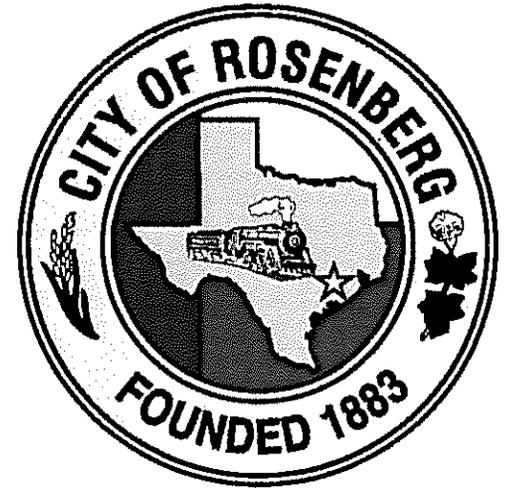
Benito and Kristy Garza

5323 Belvedere Drive

have, on this 2nd day of June 2015, been recognized for their acts of labor and excellence in beautifying this property and for their caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.




Cynthia McConathy, Mayor



City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

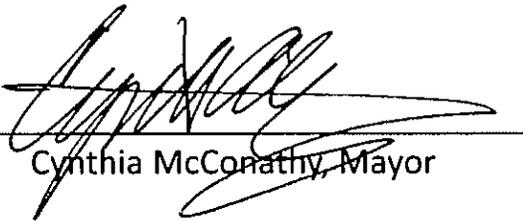
Be it hereby known to all, that

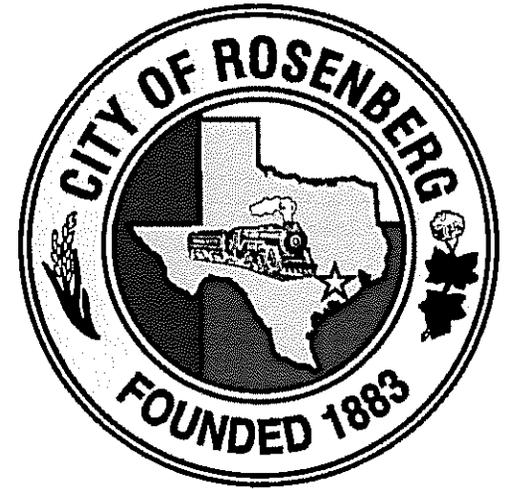
Jose and Maria Martinez

1501 Louise Street

have, on this 2nd day of June 2015, been recognized for their acts of labor and excellence in beautifying this property and for their caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.




Cynthia McConathy, Mayor



City of Rosenberg

IMAGE COMMITTEE

Certificate of Recognition

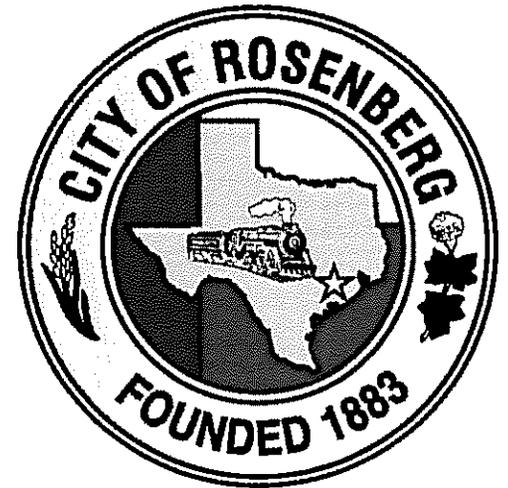
Be it hereby known to all, that

Sonic Drive-In
1704 Avenue H

have, on this 2nd day of June 2015, been recognized for their acts of labor and excellence in beautifying this property and for their caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.




Cynthia McConathy, Mayor



City of Rosenberg

IMAGE COMMITTEE

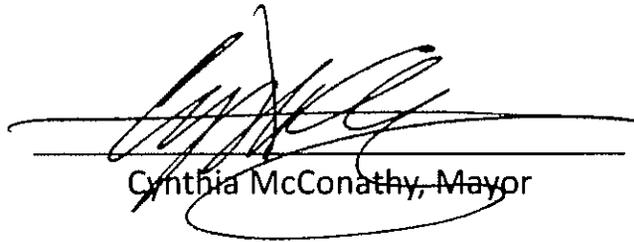
Certificate of Recognition

Be it hereby known to all, that

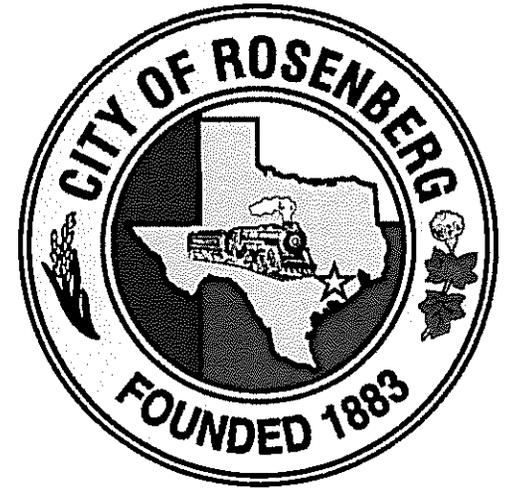
Discount Auto Care and Tire

4307 Avenue H

have, on this 2nd day of June 2015, been recognized for their acts of labor and excellence in beautifying this property and for their caring efforts at making this location in our community more appealing, and deserve the recognition and appreciation of the people of our City for their undertaking.



Cynthia McConathy, Mayor



General Comments from the Audience:

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Comments from the Audience for Consent and Regular Agenda Items:

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

ITEM 1

Review of Consent Agenda.

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

ITEM A

Minutes:

- 1. Regular City Council Meeting Minutes – May 19, 2015**

CITY OF ROSEBERG
REGULAR COUNCIL MEETING MINUTES

*****DRAFT*****

On this the 19th day of May, 2015, the City Council of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session, in the Rosenberg City Hall Council Chamber, located at 2110 4th Street, Rosenberg, Texas.

PRESENT

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

ABSENT

Jimmie J. Pena	Councilor, District 1
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STAFF PRESENT

Robert Gracia	City Manager
Scott M. Tschirhart	City Attorney
Jeanne H. McDonald	Attorney
Linda Cernosek	City Secretary
John Maresh	Assistant City Manager of Public Services
Jeff Trinker	Executive Director of Support Services
Travis Tanner	Executive Director of Community Development
Charles Kalkomey	City Engineer
Tonya Palmer	Building Official
Dallis Warren	Police Chief
Cody Dailey	Police Lieutenant
Wade Goates	Fire Chief
Angela Fritz	Executive Director of Information Services
Randall Malik	Economic Development Director
Rigo Calzoncin	Public Works Director
James Lewis	Information Services Manager

CALL TO ORDER.

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

INVOCATION AND PLEDGE OF ALLEGIANCE.

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

RECOGNITION AND PRESENTATION OF PLAQUE TO DEPARTING MAYOR VINCENT M. MORALES, JR., AND CITY COUNCIL MEMBER DWAYNE GRIGAR.

Cynthia McConathy, Councilor at Large, Position 2 and Mayor-elect, presented a plaque expressing appreciation to departing Mayor Vincent M. Morales, Jr., and City Council Member Dwayne Grigar.

PRESENTATION OF CERTIFICATE OF APPRECIATION TO PAULA WARREN AND DONNA WALL FOR THEIR DONATION OF A ROWING MACHINE TO THE POLICE DEPARTMENT.

Dallis Warren, Police Chief, and Cody Daily, Police Lieutenant, presented Certificates of Appreciation to Paula Warren and Donna Wall for their donation of a rowing machine to the Police Department.

PRESENTATION OF PROCLAMATION PROCLAIMING THE MONTH OF MAY 2015 AS OLDER AMERICANS MONTH IN THE CITY OF ROSENBERG.

Vincent M. Morales, Jr., Mayor, presented a Proclamation Proclaiming the Month of May 2015 as Older Americans Month in the City of Rosenberg.

GENERAL COMMENTS FROM THE AUDIENCE.

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CONSENT AGENDA

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A. CONSIDERATION OF AND ACTION ON WORKSHOP MEETING MINUTES FOR APRIL 28, 2015, AND REGULAR MEETING MINUTES FOR MAY 05, 2015.

B. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1968, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONSENT TO ASSIGNMENT AGREEMENT RELATING TO THE TEMPORARY ASSIGNMENT OF WATER UNDER THE BRAZOS RIVER AUTHORITY SYSTEM WATER AVAILABILITY AGREEMENT BY AND AMONG THE CITY, BRAZOS RIVER AUTHORITY, AND GULF COAST WATER AUTHORITY.

Executive Summary: On April 07, 2015, City Council approved Resolution No. R-1946, authorizing the City Manager to execute an Amended and Restated Agreement relating to the temporary assignment of the City's Brazos River Authority (BRA) surface water supply to the Gulf Coast Water Authority (GCWA) at the same rate paid to the BRA. The assignment is subject to BRA consent on an annual basis. The Temporary Consent to Assignment Agreement has been approved for each of the prior years of 2011 - 2014.

The City's annual allocation of BRA surface water is four thousand five hundred (4,500) acre feet and the Agreement under consideration provides the BRA consent to assign the full amount for the time period from the effective date of the Agreement to December 31, 2015.

The GCWA is required to reimburse the City for the assigned water at the same rate charged by the BRA. For FY2015, the BRA rate is \$69.50/acre foot for a total of \$312,750.00. By assigning the surface water allocation to GCWA, the City will be able to recoup this full amount. These dollars will be placed back into the Subsidence (GRP) Fund to help fund the alternative water supply internal projects currently under design/construction and the Brazosport Water Authority Water Supply Agreement which are all necessary to comply with the Fort Bend Subsidence District unfunded mandate to reduce groundwater withdrawals by thirty percent (30%) effective October 01, 2016.

Staff recommends approval of Resolution No. R-1968, with the Agreement attached as Exhibit "A", as presented.

C. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1967, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, A TEMPORARY AMENDMENT TO THE SYSTEM WATER AVAILABILITY AGREEMENT BY AND BETWEEN

THE CITY AND BRAZOS RIVER AUTHORITY.

Executive Summary: On April 07, 2015, City Council approved Resolution No. R-1946, authorizing the City Manager to execute an Amended and Restated Agreement related to the assignment of the City's Brazos River Authority (BRA) surface water supply to the Gulf Coast Water Authority (GCWA). Said Agreement would allow the GCWA to use the water for both municipal and industrial uses, subject to annual approval by BRA. Section 4 of the System Water Availability Agreement entered into by the City and BRA (dated 10-08-07) provides that all water made available shall be used solely for municipal purposes.

The Temporary Amendment to the System Water Availability Agreement Between Brazos River Authority and City of Rosenberg would allow GCWA to use the water supply for industrial purposes during the current, annual term ending December 31, 2015.

Staff recommends approval of Resolution No. R-1967, with the Agreement attached as Exhibit "A", as presented.

D. CONSIDERATION OF AND ACTION ON APPROVAL OF THE ISSUANCE OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 144 (SUMMER LAKES AND SUMMER PARK) REFUNDING TAX BONDS, SERIES 2015, IN AN AMOUNT NOT TO EXCEED \$6,600,000.

Executive Summary: Fort Bend County Municipal Utility District No. 144 (MUD No. 144) is a development generally identified as Summer Lakes (residential) and Summer Park (residential, commercial, and mixed-use). The District is located south of Reading Road and east of FM Highway 2977.

MUD No. 144 has the opportunity to "refund" or "refinance" portions of existing bonds by issuing new bonds at a lower rate of interest than the existing bonds, thus ensuring significant reduction in interest expense for the issuer. Staff has reviewed the request and associated documentation and finds that the refunding to be advantageous to MUD No. 144 and its taxpayers.

On May 06, 2003, Starwood Development, LLC, submitted a petition to the City to create a Municipal Utility District that included approximately 358.48 acres located primarily within the Corporate Limits of the City, with approximately 35.46 acres lying outside the City and outside the Extraterritorial Jurisdiction of the City of Rosenberg, to be known as Fort Bend County Municipal Utility District No. 144. Accordingly, the Petition for Consent and associated Ordinance No. 2003-21 were approved by City Council at that time. Subsequently, City Council approved Ordinance No. 2005-32 on December 13, 2005, expanding the District's territory by 173.34 acres; approved Ordinance No. 2006-10, expanding the District's territory by 17.788 acres; approved Ordinance No. 2006-18 on July 18, 2006, expanding the District's territory by an additional 1.5369 acres; and, approved Ordinance No. 2010-14 on June 01, 2010, again expanding the District's territory by an additional 6.00 acres.

Following is a list of Unlimited Tax Bond Sales and Bond Anticipation Notes (BAN) that have been previously approved by City Council:

- Ordinance No. 2006-39 - City Council approved the District's first bond sale in the amount of \$2,815,000 on December 05, 2006.
- Ordinance No. 2007-48 - City Council approved the District's BAN in the amount of \$1,650,000 on October 16, 2007. The BAN was subsequently repaid out of the bond sale authorized under Ordinance No. 2008-21.
- Ordinance No. 2008-21 - City Council approved the District's second bond sale in the amount of \$3,030,000 on October 07, 2008.
- Ordinance No. 2012-38 - City Council approved the District's BAN in the amount of \$1,301,500 on November 06, 2012. The BAN approved by City Council under Ordinance No. 2012-38 was subsequently repaid out of the Series 2013 bond sale under Ordinance No. 2013-24.
- Ordinance No. 2013-24 - City Council approved the District's third bond sale in the amount of \$2,695,000 on May 07, 2013.
- Ordinance No. 2014-27 - City Council approved the District's BAN in the amount of \$2,000,000 on June 17, 2014. The BAN approved by City Council under Ordinance No. 2014-27 was subsequently repaid out of the Series 2015 bond sale under Ordinance No.

2015-06.

- Ordinance No. 2015-06 – City Council approved the District’s 4th bond sale in the amount of \$3,400,000 on February 17, 2015.

Staff is recommends approval of the issuance of Fort Bend County Municipal Utility District No.144 Refunding Tax Bonds, Series 2015, in an amount not to exceed \$6,600,000.

E. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1957, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT, FOR AND ON BEHALF OF THE CITY, A SPECIAL WARRANTY DEED BEING 12.12 ACRES OF LAND, BETWEEN THE CITY OF ROSENBERG AND ROSENBERG BUSINESS PARK, LTD.

Executive Summary: As part of the Rosenberg Business Park Development Agreement, Rosenberg Business Park, LTD., is required to convey a 12.12-acre drainage channel to the City of Rosenberg and to forego any rights to reimbursement. Staff has received a Special Warranty Deed for the 12.12-acre drainage channel. Resolution No. R-1957 has been included to allow City Council to accept the conveyance of said drainage channel.

Staff recommends approval of Resolution No. R-1957 as presented.

Action: Councilor Grigar made a motion, seconded by Councilor Barta, to approve Consent Agenda Items A, B, C, and D with the proposed correction to the minutes included in the packet. The motion carried by a unanimous vote of those present.

REGULAR AGENDA

2. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-14, AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON MAY 09, 2015, WITHIN THE CITY FOR THE PURPOSE OF ELECTING A MAYOR AND SIX (6) COUNCIL MEMBERS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Executive Summary: As Presiding Officer of the May 9, 2015 Municipal Election, the Mayor is required to hold a canvass of the election ballots, and he and the City Council must declare the election results. The proposed Ordinance would confirm that the election for City officers was held, the proper procedures were followed as mandated by law, the results have been filed with the City Council, the number of votes each candidate received, and declaration of the winning candidates.

A copy of the proposed Ordinance No. 2015-14 is included as a supporting document for City Council’s approval. The canvass report from the Office of Elections Administration, Fort Bend County, Texas, was distributed at the City Council meeting and will be made available on the City’s website.

Key Discussion Points: Linda Cernosek, City Secretary, read the Executive Summary.

Action: Councilor Benton made a motion, seconded by Councilor McConathy, to approve Ordinance No. 2015-14, an Ordinance canvassing the returns and declaring the results of the General Municipal Election held on May 09, 2015, within the City for the purpose of electing a Mayor and six (6) Council Members; and containing other provisions relating to the subject. The motion carried by a unanimous vote of those present.

3. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-15, AN ORDINANCE CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD MAY 09, 2015, IN THE CITY FOR THE PURPOSE OF SUBMITTING TO THE DULY QUALIFIED RESIDENT ELECTORS OF THE CITY CONSIDERATION OF ONE (1) CHARTER PROPOSITION, AND DECLARING THAT SAID ORDINANCE SHALL BE EFFECTIVE IMMEDIATELY UPON ITS ADOPTION.

Executive Summary: As Presiding Officer of the May 9, 2015 Special Election, the Mayor is required to hold a canvass of the election ballots, and he and the City Council must declare the election results. The proposed Ordinance would confirm that the election for proposed Charter proposition was held, the proper procedures were followed as mandated by law, the results have been filed with the City Council, the number of votes the proposition received, and declaration of the winning proposition.

A copy of the proposed Ordinance No. 2015-15 is included as a supporting document for City Council's approval. The canvass report from the Office of Elections Administration, Fort Bend County, Texas, was distributed at the City Council meeting and will be made available on the City's website.

Key Discussion Points: Linda Cernosek read the Executive Summary.

Action: Councilor Benton made a motion, seconded by Councilor McConathy, to approve Ordinance No. 2015-15, an Ordinance canvassing the returns and declaring the results of the Special Election held May 09, 2015, in the City for the purpose of submitting to the duly qualified resident electors of the City consideration of one (1) Charter proposition, and declaring that said Ordinance shall be effective immediately upon its adoption. The motion carried by a unanimous vote of those present.

4. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-16, AN ORDINANCE CALLING A RUNOFF ELECTION ON SATURDAY, JUNE 13, 2015, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER DISTRICT 3; PROVIDING FOR EARLY VOTING AND FOR NOTICE OF THE ELECTION; AND PROVIDING FOR OTHER MATTERS RELATING TO THE ELECTION.**

Executive Summary: The canvass of the May 19, 2015, General Election reflected that for Council District 3, no single candidate received more than fifty percent (50%) of the votes to be elected by a majority vote; therefore, a Runoff Election is required for the candidates who received the highest and second highest number of votes. The City Council must order the Runoff Election no later than the fifth (5th) day after the date the final canvass of the main election is completed. This election must be held not earlier than the twentieth (20th) or later than the forty-fifth (45th) day after the date the final canvass of the main election is completed, per Texas Election Code, Section 2.025.

The Mayor has certified to the City Secretary that for Council District 3, candidates Lisa M. Wallingford and Joe Vera should be placed on the ballot for the Runoff Election. The proposed Ordinance No. 2015-16 calls the Runoff Election for June 13, 2015, to elect one (1) Council Member to the Council District 3 position; to provide for early voting, and for Notice of the Election; and to provide for other matters relating to the election.

Key Discussion Points: Linda Cernosek read the Executive Summary.

Action: Councilor Barta made a motion, seconded by Councilor Grigar, to approve Ordinance No. 2015-16, an Ordinance calling a Runoff Election on Saturday, June 13, 2015, for the purpose of electing Council Member District 3; providing for early voting and for Notice of the Election; and providing for other matters relating to the Election. The motion carried by a unanimous vote of those present.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1962, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN ENGINEERING SERVICES AGREEMENT FOR THE BRYAN ROAD RECONSTRUCTION PROJECT, BY AND BETWEEN THE CITY AND LANDTECH CONSULTANTS, INC., IN AN AMOUNT NOT TO EXCEED \$978,565.**

Executive Summary: Both the Bryan Road Reconstruction Project and Spacek Road Phase II Reconstruction Project (Project) are included in the FY2015 Capital Improvement Project (CIP) plan approved by City Council on June 17, 2014. The Project will consist of widening the existing two-lane undivided roadways to a four-lane curb and gutter boulevard on Bryan Road from FM 2218 to approximately 760 feet east of Spacek Road and Spacek Road from Bryan Road to the northern boundary of the Oaks of Rosenberg Subdivision. The Project also includes the realignment of Bryan Road at FM 2218, conversion of the Bryan Road/Spacek Road intersection from a T-intersection into a 4-way intersection for the future extension of Spacek Road, construction of new/replacement bridges over Dry Creek, installation of an underground storm drainage system, water reuse line, sidewalk on one side of the boulevard and replacement of water and sanitary sewer utility lines. The engineering firm will be responsible for all aspects of the Project design including tasks such as the preparation of a topographic survey and property surveys for the additional right-of-way that will have to be acquired, securing TxDOT permits for the realignment at FM 2218 and completion of a traffic signal warrant study if required by TxDOT.

The Project does have adequate funding available for the engineering design phase. The construction phase will be funded from multiple sources, all of which are not secured at this time. The 2007 Fort Bend County Mobility Bonds (Bonds) allocated \$1.1 million and the 2013 Bonds allocated \$4.7 million for Bryan Road. The 2007 Bonds also allocated \$1.5 million for Spacek Road. The County bond funds are typically capped at 50% of the construction costs, so it is possible the City may not be able to fully utilize all of those funds on the Bryan Road portion of the Project. The City's current CIP has allocated approximately \$2.24 million for Bryan Road and \$656,000 for Spacek Road. A portion of these funds will be used for the engineering services. Therefore, the City will have to secure additional funds in FY2016 to fully fund the construction phase.

On October 12, 2012, City Council selected Landtech Consultants, Inc., to provide engineering services for the Bryan Road Reconstruction Project. Staff has negotiated the Engineering Services Agreement for the Bryan Road and Spacek Road, Phase II Reconstruction Project for your consideration. Said Agreement is attached to Resolution No. R-1962 as Exhibit "A".

Staff is recommending approval of Resolution No. R-1962. The Resolution will authorize the City Manager to negotiate and execute an Engineering Services Agreement for the Bryan Road Reconstruction Project, by and between the City and Landtech Consultants, Inc., in an amount not to exceed \$978,565.

Key Discussion Points: John Maresh, Assistant City Manager of Public Services, read the Executive Summary. He stated that the total project cost would not be accurately measurable until the engineering phase of the project. He explained that surveying is still being conducted; therefore right of way and tree preservation are undetermined at this time.

Action: Councilor McConathy made a motion, seconded by Councilor Barta, to approve Resolution No. R-1962, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Engineering Services Agreement for the Bryan Road Reconstruction Project, by and between the City and Landtech Consultants, Inc., in an amount not to exceed \$978,565. The motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1920, A RESOLUTION AWARDED BID NO. 2015-06 FOR CONSTRUCTION OF FM 2977 ELEVATED WATER STORAGE TANK; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

Executive Summary: Bids were received on Wednesday, May 6, 2015, for Bid No. 2015-06 for construction of the FM 2977 (Minonite Road) Elevated Water Tank (Project). A total of three (3) bids were opened and tabulated as indicated on the bid summary form included in the packet.

Staff recommends Bid No. 2015-06 be awarded to Landmark Structures, for the base bid in the amount of \$3,187,000.00 for construction of a 1.5 million gallon composite elevated tank. The composite tank structure will consist of concrete support walls with a welded steel tank. The correspondence from Charles Kalkomey, Project Engineer, recommends same. Should the bid be awarded as recommended, the proposal from Landmark Structures will be attached to and serve as Exhibit "A" to Resolution No. R-1920. The contract time is 510 calendar days.

This Project is included in the FY2015 Capital Improvement Plan approved by City Council on June 17, 2014. The Project is also a part of the City's approved Groundwater Reduction Plan and will be an essential element necessary to receive, store and blend the alternative surface water source into the distribution system. The elevated tank will also help maintain water pressure and storage capacity necessary to comply with the Texas Commission on Environmental Quality (TCEQ) water system design criteria. The tank will be constructed on City-owned property located immediately behind Fire Station No. 3.

Staff recommends approval of Resolution No. R-1920 which will award Bid No. 2015-06 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Agreement.

Key Discussion Points: John Maresh read the Executive Summary and explained that the water

that will be delivered to the tank will be provided by Brazosport Water Authority after being treated in the water plant on Meyer Road.

Action: Councilor McConathy made a motion, seconded by Councilor Euton, to approve Resolution No. R-1920, a Resolution awarding Bid No. 2015-06 for construction of FM 2977 Elevated Water Storage Tank; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same. The motion carried by a unanimous vote of those present.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1969, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AMENDMENT NO. 1 TO THE MUNICIPAL MAINTENANCE AGREEMENT, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR PERMISSION TO PROVIDE SUPPLEMENTAL RIGHT-OF-WAY MOWING AND LITTER REMOVAL.**

Executive Summary: On April 13, 1999, the City and the State of Texas, through the Texas Department of Transportation (TxDOT) entered into a Right-of-Way Maintenance Agreement (Agreement) which provided the City with permission to perform supplemental right-of-way (ROW) mowing and litter control in certain areas along U.S. 59/I-69, from FM 762 to just beyond Bamore Road. The purpose and intent is to provide additional mowing and litter removal services above the level provided by TxDOT in an effort to project a clean, neat and positive image of Rosenberg. This in turn will help promote economic development and encourage the traveling public to stop and shop in Rosenberg.

Proposed Amendment No. 1, attached to Resolution No. R-1969 as Exhibit "A", would extend the term of said Agreement for five (5) years and would revise the ROW areas where TxDOT has agreed to allow supplemental mowing and litter control by the City. Exhibit "B" to Amendment No. 1 has been included as a separate supporting document to show the revised area. The revised area now includes U.S. 59/I-69 from FM 762 to the Rosenberg City Limits, which is approximately one (1) mile southwest of Daily Road, and the portion of FM 2218 located within the City Limits from approximately Town Center Boulevard to Koeblen Road.

The Agreement allows the City to provide the supplemental mowing and litter control if it so desires, but does not obligate the City to provide said supplemental services. The City is the entity in which TxDOT must enter into the Agreement with. In previous years, the Rosenberg Development Corporation (RDC) has provided the supplemental mowing and litter control services.

Staff recommends approval of Resolution No. R-1969 as presented.

Key Discussion Points: Rigo Calzoncin, Public Works Director, read the Executive Summary and clarified that the City of Rosenberg would enter into the interlocal agreement, but that the Rosenberg Development Corporation would oversee maintenance and funding of the mowing and litter control. The medians in the proposed areas would be included in the agreement. Considering the ongoing construction, the needs and demands of the intended areas will change over time, but this resolution and agreement provide for those changes.

Action: Councilor Barta made a motion, seconded by Councilor Benton, to approve Resolution No. R-1969, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Amendment No. 1 to the Municipal Maintenance Agreement, by and between the City and the State of Texas, acting through the Texas Department of Transportation, for permission to provide supplemental right-of-way mowing and litter removal. The motion carried by a unanimous vote of those present.

8. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2015-17, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XVII - SINGLE-FAMILY AND ACCESSORY DWELLING UNITS; SECTIONS 6-425 DEFINITIONS AND 6-426 SINGLE-FAMILY DWELLING UNITS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Executive Summary: This Agenda item provides for amendments to Chapter 6 of the Code of Ordinances relating to minimum masonry standards for single-family residential construction in new subdivisions within the City Limits. Over the last several months, the Planning Commission (Commission) and City Council have discussed a number of possible amendments to Chapter 6 including this particular Amendment. Chapter 6 generally relates to Building and Building Regulations, and the specific proposed Amendment would be found under the Single-Family Residential Dwelling Standards (Article XVII). Included in the packet are proposed revisions to the Ordinance, which staff will cover in detail at the City Council meeting. Additional background information on the Agenda item is provided below.

On July 16, 2014, the Commission received a presentation from the Texas Masonry Council explaining the benefits of masonry planning policies or ordinances requiring a minimum percentage of masonry on residential and/or nonresidential structures. The Commission had previously expressed interest in such policies, noting the amount of HardiPlank siding on homes in new subdivisions, and concerns regarding maintenance. Among the benefits of masonry planning policies that were discussed were that masonry products generally are lower maintenance, result in increased home values, are more durable, and provide for more predictability of development or architectural control. That being said, on October 15, 2014, the Commission recommended approval to City Council of an Ordinance Amendment that would require homes on lots platted after the effective date of the Ordinance to generally have a minimum of seventy-five (75) percent masonry exterior.

Staff has further refined the proposed Amendment to seventy-five (75) percent masonry exterior for one (1) story structures and fifty (50) percent for two (2) stories and above. If adopted, this would not apply to existing subdivisions or development, or to any homes built in the Extraterritorial Jurisdiction (ETJ); it would only apply to homes constructed in future subdivisions within the City with two (2) or more lots. Further, the reason this item only pertains to single-family residential is that there is an existing minimum standard in the Code of Ordinances for multi-family; additionally, most new commercial construction for which a masonry standard would be appropriate is already regulated by the West Fort Bend Management District, which has strict masonry standards.

City staff believes this Ordinance would benefit the quality of future development in the City without affecting existing development or homeowners. Staff recommends approval of Ordinance No. 2015-17.

Key Discussion Points: Travis Tanner, Executive Director of Community Services, gave an overview of the item and presented a few representative photos. He clarified that these standards would not apply to renovations of existing homes; only to new subdivisions within City limits. They would also not apply to a single new home in an existing development.

Action: Councilor McConathy made a motion, seconded by Councilor Grigar, to approve Ordinance No. 2015-17, an Ordinance amending the Code of Ordinances by amending Chapter 6 – Buildings and Building Regulations, Article XVII - Single-Family and Accessory Dwelling Units; Sections 6-425 Definitions and 6-426 Single-family Dwelling Units; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; and providing an effective date. The motion carried by a unanimous vote of those present.

9. **HOLD EXECUTIVE SESSION TO DELIBERATE ECONOMIC DEVELOPMENT NEGOTIATIONS REGARDING BUSINESS PROSPECTS SEEKING TO LOCATE, STAY OR EXPAND IN THE ROSENBERG AREA PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

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

An Executive Session was held to deliberate the potential purchase, exchange, lease or value of real property pursuant to Section 551.072 of the Texas Government Code.

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

Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 8:58 p.m.

11. **CONSIDERATION OF ACTION ON RESOLUTION NO. R-1971, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PERFORMANCE AGREEMENT BY AND AMONG THE CITY, THE ROSENBERG DEVELOPMENT CORPORATION, AND PARAGON OUTLETS ROSENBERG LIMITED PARTNERSHIP.**

Executive Summary: This Agenda item provides City Council the opportunity to take action on a Performance Agreement by and among the City, the Rosenberg Development Corporation, and Paragon Outlets Rosenberg Limited Partnership.

The RDC considered said Performance Agreement at its regular meeting on May 14th and authorized execution of same. A draft minute excerpt from the RDC meeting was not yet available at the time the Agenda packet went to print.

The RDC and staff recommend approval of Resolution No. R-1971, thus authorizing the Mayor to execute the Performance Agreement with Paragon Outlets Rosenberg Limited Partnership.

Action: Councilor McConathy made a motion, seconded by Councilor Barta, to approve Resolution No. R-1971, a Resolution authorizing the Mayor to execute a Performance Agreement by and among the City, the Rosenberg Development Corporation, and Paragon Outlets Rosenberg Limited Partnership. The motion carried by a unanimous vote of those present.

12. **ANNOUNCEMENTS.**

- The Sixth Annual Danny Dietz Memorial Team Roping & Bar-B-Q Competition will be held at the Fort Bend County Fairgrounds May 22 – 24.
- Fort Bend Salutes America will be held at Seabourne Creek Park on Memorial Day at 10:00 a.m.
- City of Rosenberg Oath of Office Ceremony and Reception will be held on Tuesday, June 2nd at 6:00 p.m. at City Hall.

13. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 9:03 p.m.

Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
B	Ordinance No. 2015-18 – MUD No. 162 - Unlimited Tax Bonds, Series 2015
ITEM/MOTION	
Consideration of and action on Ordinance No. 2015-18, an Ordinance granting consent to Fort Bend County Municipal Utility District No. 162 (which includes Sunrise Meadow) for the sale and issuance of Unlimited Tax Bonds, Series 2015, in an amount not to exceed \$2,000,000.	
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
- ETJ

SUPPORTING DOCUMENTS:

1. Ordinance No. 2015-18
2. Location Map
3. Lutz Correspondence w/o Attachments – 05-22-15
4. TCEQ Technical Memorandum/Order – 05-08-15

MUD #: 162 (Sunrise Meadow)**APPROVALS****Submitted by:**Charles A. Kalkomey, P.E.
City Engineer**Reviewed by:**

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

Approved for Submittal to City Council:Robert Gracia
City Manager**EXECUTIVE SUMMARY**

Attached for City Council's consideration is Ordinance No. 2015-18 granting the City's consent to Fort Bend County Municipal Utility District No. 162 (MUD No. 162) located within Sunrise Meadow Subdivision, to sell and issue bonds in an amount not to exceed \$2,000,000.

On May 03, 2005, LGI Homes, Ltd., submitted a petition to the City to create a Municipal Utility District that included approximately 305.426 acres located within the Extraterritorial Jurisdiction of the City of Rosenberg, to be known as MUD No. 162. Accordingly, the Petition for Consent and associated Ordinance No. 2005-07 were approved by City Council at that time.

This will be the fourth Unlimited Tax Bond Sale for MUD No. 162:

- The first bond sale was approved by City Council through Ordinance No. 2007-47 on October 16, 2007, in the amount of \$3,495,000.
- The second bond sale for MUD No. 162 (and first sale from the March 03, 2009, Texas Commission on Environmental Quality's (TCEQ) issuance order in the amount of \$2,400,000) was considered and approved by City Council on April 21, 2009, in the amount of \$1,500,000 through Ordinance No. 2009-16.
- The second bond issuance, out of the TCEQ issuance order, provided for the sale of the remaining \$900,000. Accordingly, the remaining issuance in the amount of \$900,000 was considered and approved by City Council on January 19, 2010, through Ordinance No. 2010-03. The two (2) issuances combined to provide for the second total bond sale in the total amount of \$2,400,000.
- The third bond sale was approved by City Council through Ordinance No. 2013-28 on September 17, 2013, in the amount of \$1,600,000.

Submission documentation for this fourth sale: previous bond sale Ordinances, Bond Order authorizing the Issuance of Bonds by MUD No. 162 (Sunrise Meadow), the Preliminary Official Statement/Notice of Sale, reports, and other associated documentation is available for review in the City Secretary's Office.

Staff has reviewed the documentation and found it to be in compliance with applicable City ordinances. Staff recommends approval of Ordinance No. 2015-18, thus authorizing the fourth bond issue to proceed.

ORDINANCE NO. 2015-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, GRANTING CONSENT TO THE FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO.162 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2015, IN AN AMOUNT NOT TO EXCEED \$2,000,000.

WHEREAS, the City of Rosenberg, Texas (the "City") consented to the creation of the Fort Bend County Municipal District No. 162 (the "District") by Ordinance No. 2005-07, passed and approved on May 03, 2005, (the "Consent Ordinance"); and,

WHEREAS, the District was created in accordance with the provisions of Article V of Chapter 29 of the City's Code of Ordinances (the "Code"); and,

WHEREAS, the District is within the extraterritorial jurisdiction of the City; and,

WHEREAS, the District has requested the City's consent to the District's sale and issuance of Unlimited Tax Bonds, Series 2015, in an amount not to exceed \$2,000,000; and,

WHEREAS, the City Council of the City has reviewed the District's request for the sale and issuance of such Bonds and the documentation and certifications submitted by the District in support thereof; and,

WHEREAS, the City Council has determined that the sale and issuance of such Bonds by the District is in accordance with the Consent Ordinance, the Water Supply and Wastewater Services Contract entered into by and between the City and the District on June 07, 2005, including all amendments and addendums thereto, and the terms and conditions set forth in Chapter 29 of the City Code of Ordinances; now, therefore,

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

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

Section 2. The City Council hereby approves and consents to the sale and issuance of Unlimited Tax Bonds, Series 2015, in an amount not to exceed \$2,000,000, by the Fort Bend County Municipal Utility District No. 162. Such approval is based on the certifications, representations, and conditions set forth in the District's request for approval of the sale and issuance of such Bonds, and the terms and provisions of the Consent Ordinance, the Water Supply and Wastewater Services Contracts entered into

by and between the City and District, including all amendments and addendums thereto, and the applicable provisions set forth in Chapter 29 of the City Code of Ordinances.

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 _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

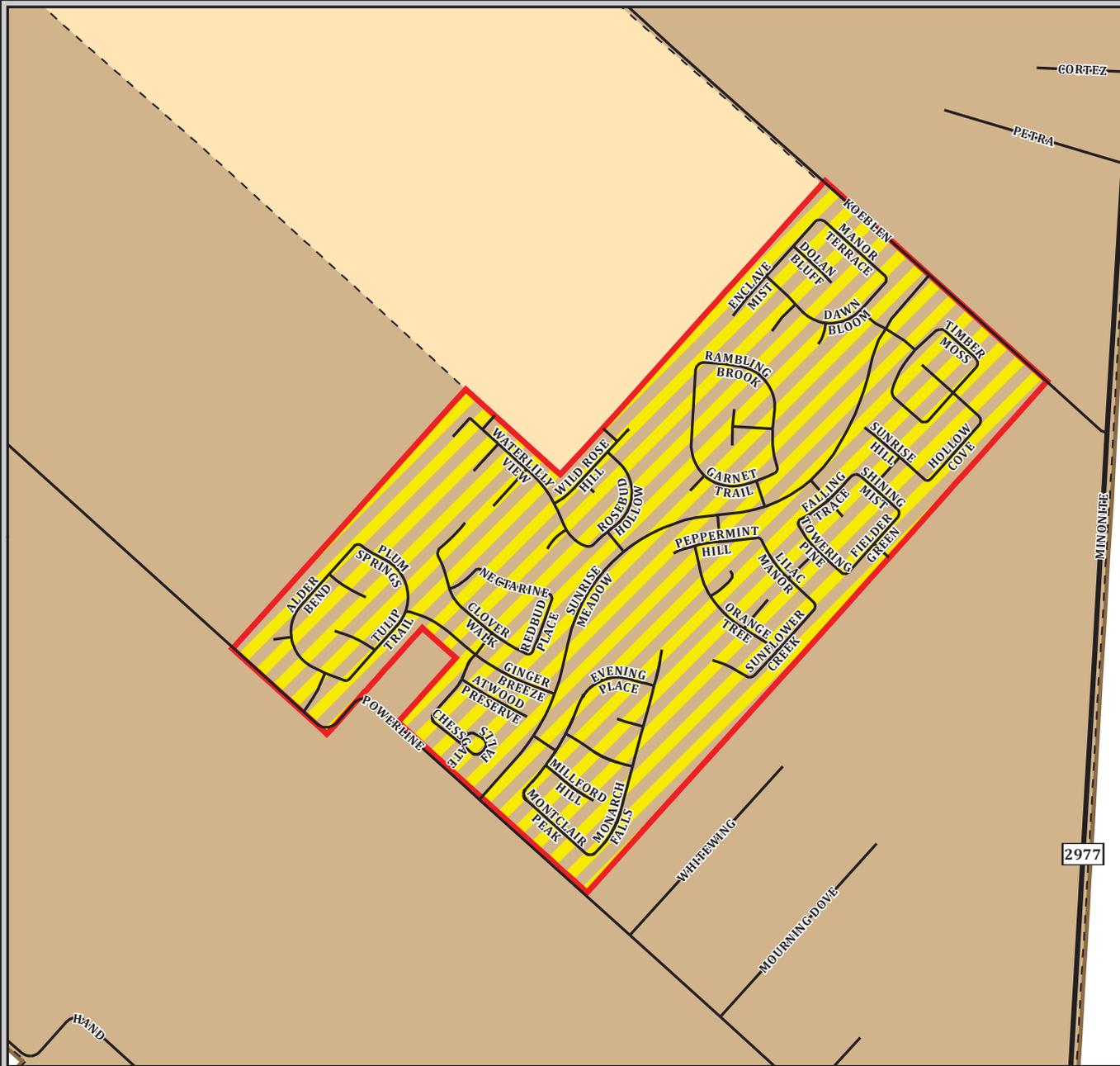
Cynthia McConathy, **Mayor**

APPROVED AS TO FORM:

Scott M. Tschirhart, **City Attorney**
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

**Sunrise Meadow
Municipal Utility District (MUD) 162
April 2015**

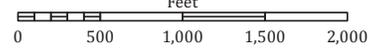
City of Rosenberg, Texas



	Interstate		MUD 162
	US Highway		Other Active MUDs
	State Highway		Rosenberg City Limits
	Public Road		Rosenberg ETJ
	Private Road		Other Jurisdictions
	Railroad		



Scale:
1:9,000
or
1 Inch = 750 Feet



Created by: City of Rosenberg GIS - Paul M. Jones
Date Created: April 28, 2015
Original Size: 11" x 17"
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Angela Lutz
Partner

May 22, 2015

Via Electronic Mail (kayes@ci.rosenberg.tx.us)

Ms. Kaye Supak
City of Rosenberg
2110 Fourth Street
Rosenberg, Texas 77471

Re: *Fort Bend County Municipal Utility District No. 162 ("District")
Request for City of Rosenberg Approval of
\$2,000,000 Unlimited Tax Bonds, Series 2015*

Dear Ms. Supak:

Please accept this letter, along with the enclosed documents, as the District's formal request to the City of Rosenberg for its consent to the District's sale of its \$2,000,000 Unlimited Tax Bonds, Series 2015 (the "Bonds").

My firm sent you a copy of the Bond Application Report on April 21, 2015.

I now enclose drafts of the Preliminary Official Statement, Official Notice of Sale, the Texas Commission on Environmental Quality's order approving the issuance of the Bonds, the required letter from the City to the Texas Attorney General, Projected Cash Flow Analysis and the draft Resolution Authorizing the Issuance of the Bonds.

In response to your due diligence list, please find the following additional information:

1. Attorney of Record: Angela Lutz, Allen Boone Humphries Robinson LLP
2. Developer: LGI Homes - Sunrise Meadow, Ltd.
3. Engineer: Justin Ring, Edminster, Hinshaw, Russ & Associates. Inc.

We plan to sell the bonds at the District's June 29, 2015, meeting, so would appreciate your placing this item on the Council's June 2nd agenda to allow time for the District to advertise the sale of the Bonds.

September 6, 2013

Page 2 of 2

As always, I appreciate your working with us, and thank you for your consideration. If you have any questions during the review process, or if you require additional documentation, please do not hesitate to contact me at 713-860-6470.

Sincerely,



Angela Lutz

Enclosures

cc: w/o enclosures:

Mr. Greg Lentz, First Southwest Company

Mr. Charles Merdian, LGI Homes

Justin Ring, Edminster, Hinshaw, Russ & Associates. Inc.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



THE STATE OF TEXAS
COUNTY OF TRAVIS
HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY
OF A TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
DOCUMENT, WHICH IS FILED IN THE PERMANENT RECORDS

MAY - 8 2015

OF THE COMMISSION, GIVEN UNDER MY HAND AND THE
SEAL OF OFFICE ON

Bridget C. Bohan

BRIDGET C. BOHAN, CHIEF CLERK

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AN ORDER APPROVING AN ENGINEERING PROJECT AND THE ISSUANCE OF \$2,000,000 IN UNLIMITED TAX BONDS FOR FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162

An application by Fort Bend County Municipal Utility District No. 162 (the "District") was presented to the Executive Director of the Texas Commission on Environmental Quality (TCEQ) for consideration of approval pursuant to TEXAS WATER CODE §§ 5.122 and 49.181. The District requests approval of an engineering project and the issuance of \$2,000,000 in bonds to finance: a portion of the costs associated with the water, wastewater, and drainage (W, WW, & D) facilities to serve Sunrise Meadow Section 2; costs for upgrades to the wastewater treatment plant; land acquisition costs for Detention Pond A; and operating costs. The TCEQ has jurisdiction to consider this matter, and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation.

FINDINGS OF FACT

1. The District filed an application with the TCEQ on February 18, 2015 for approval of a proposed engineering project and the issuance of \$2,000,000 in bonds.
2. The Executive Director has investigated the District.
3. The application and accompanying documents have been examined. The project site was visited by a member of the Districts Section on April 2, 2015, and a memorandum was prepared on the project dated April 23, 2015, a copy of which is attached and made a part hereof.
4. The District's project and issuance of \$2,000,000 in bonds at a maximum net effective interest rate of 6.24% to finance the project should be approved.
5. The District should be directed not to purchase facilities or assume facility contracts from the developer until either (a) the TCEQ's region office has inspected the project, and the District has received a region office report with no deficiencies noted, for which approval is valid for 120 days from the date of this Order; or, if a region office report indicates deficiencies, (b) the TCEQ's Districts Section has received a request from the District and a region office report, reviewed the contract administration, and given written authorization to finalize the purchase or assumption; either one in accordance with 30 TEXAS ADMIN. CODE § 293.69.

6. The District's Board of Directors should be directed to review to its satisfaction the detailed calculations of the developer's interest to ensure that the costs are authorized District expenditures and in accordance with 30 TEXAS ADMIN. CODE § 293.50 before reimbursement to the developer is made.

7. The District should be advised that the legal, fiscal agent and engineering fees have not been evaluated to determine whether these fees are reasonable or competitive. These fees are included as presented in the engineering report.

8. The District should be directed that any surplus bond proceeds resulting from the sale of bonds at a lower interest rate than that proposed shall be shown as a contingency line item in the Official Statement and the use of such funds shall be subject to approval pursuant to TCEQ rules on surplus funds.

CONCLUSIONS OF LAW

1. The TCEQ has jurisdiction to consider the engineering report and bond application pursuant to TEXAS WATER CODE § 49.181.

2. The Executive Director has investigated the District, and the TCEQ has found it legally organized and feasible.

3. The Districts Section's memorandum dated April 23, 2015 on this engineering project and bond issue should be adopted as the written TCEQ project report in compliance with TEXAS WATER CODE § 49.181(d).

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that the Districts Section's memorandum dated April 23, 2015 on this engineering project and bond issue is adopted as the written TCEQ project report. Pursuant to TEXAS WATER CODE § 49.181, the engineering project for the District is hereby approved together with the issuance of \$2,000,000 in bonds at a maximum net effective interest rate of 6.24%. The District is directed not to purchase facilities or assume facility contracts from the developer until either (a) the TCEQ's region office has inspected the project, and the District has received a region office report with no deficiencies noted, for which approval is valid for 120 days from the date of this Order; or, if a region office report indicates deficiencies, (b) the TCEQ's Districts Section has received a request from the District and a region office report, reviewed the contract administration, and given written authorization to finalize the purchase or assumption; either one in accordance with 30 TEXAS ADMIN. CODE § 293.69. The District's Board of Directors should be directed to review to its satisfaction the detailed calculations of the developer's interest to ensure that the costs are authorized District's expenditure and in accordance with 30 TEXAS ADMIN. CODE § 293.50 before reimbursement to the developer is made. The approval of the sale of these bonds herein shall be valid for one year from the date of this Order unless extended by written authorization of the TCEQ staff. The District is advised that the legal, fiscal agent, and engineering fees have not been evaluated to determine whether these fees are reasonable or competitive. These fees are included as presented in the engineering report. The District is directed that any surplus bond proceeds resulting from the sale of bonds at a lower interest rate than that proposed shall be shown as a contingency line item in the Official Statement and the use of such funds shall be subject to approval pursuant to TCEQ rules on surplus funds.

BE IT FURTHER ORDERED that pursuant to TEXAS WATER CODE § 5.701, the District shall pay to TCEQ 0.25% of the principal amount of bonds actually issued not later than the seventh (7th) business day after receipt of the bond proceeds. The fees shall be paid by check payable to the Texas Commission on Environmental Quality.

BE IT FURTHER ORDERED that to enable the TCEQ to carry out the responsibilities imposed by TEXAS WATER CODE §§ 49.181–182, the District shall: (1) furnish the Districts Section copies of all bond issue project construction documentation outlined under 30 TEXAS ADMIN. CODE § 293.62, including detailed progress reports and as-built plans required by TEXAS WATER CODE § 49.277(b), which have not already been submitted; (2) notify the Districts Section and obtain approval of the Texas Commission on Environmental Quality for any substantial alterations in the engineering project approved herein before making such alterations; and (3) ensure, as required by TEXAS WATER CODE § 49.277(b), that all construction financed with the proceeds from the sale of bonds is completed by the construction contractor according to the plans and specifications contracted.

BE IT FURTHER ORDERED that failure of said District to comply with all applicable laws and with provisions of this Order shall subject the District and its directors to all penalties that are provided by law and shall further be considered by the TCEQ as grounds for refusal to approve other bonds of the District.

The Chief Clerk of the TCEQ is directed to forward the District a copy of this Order.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: **May 6, 2015**


For The Commission

Texas Commission on Environmental Quality

TECHNICAL MEMORANDUM

To: *JPT*
4/23/15 Justin P. Taack, Manager
Districts Section

Date: April 23, 2015

Thru: *TG*
4/23/15 Tom Glab, P.E., Leader
Districts Bond Review Team

From: *DH*
4/23/15 Daniel Harrison
Districts Bond Review Team

Subject: Fort Bend County Municipal Utility District No. 162; Application for Approval of \$2,000,000 Unlimited Tax Bonds, Fourth Issue, 6.24% Net Effective Interest Rate, Series 2015; Pursuant to Texas Water Code Section 49.181. TCEQ Internal Control No. 02182015-030 (TC) CN: 602863896 RN: 104670203

A. GENERAL INFORMATION

On February 18, 2015, the Texas Commission on Environmental Quality (TCEQ) received an application from Fort Bend County Municipal Utility District No. 162 (the "District") requesting TCEQ approval of the issuance of \$2,000,000 in unlimited tax bonds to finance the District's share of the following projects:

1. A portion of the construction costs for the water, wastewater, and drainage facilities to serve Sunrise Meadow Section 2;
2. Construction and engineering costs for upgrades to the wastewater treatment plant;
3. Land acquisition costs for Detention Pond A site; and
4. Operating costs.

The District's previous bond issues partially funded utilities to serve 357 ESFCs on 89.33 acres. Including this bond issue, the District will have funded utilities to serve 357 ESFCs on 89.33 acres. The District's ultimate development is projected to serve 977 ESFCs on 279.26 developable (305.43 total) acres.

B. ECONOMIC ANALYSIS

Tax Rate Analysis

The financial feasibility of this bond issue is based on the existing 947 ESFCs as of November 1, 2014 as stated in the engineering report, and no-growth to an estimated taxable assessed valuation (AV) of \$98,416,040, as of July 1, 2014. A market study was not provided and is not required since the feasibility is based on no-growth.

According to a Fort Bend Central Appraisal District certificate, the District's July 1, 2014 estimated taxable AV is \$98,416,040. The annual debt service requirement for the reduced bond amount of \$1,930,000 and existing debt averages \$598,722 for the 25-year life of the District's bond debt. The District levied a maintenance tax of \$0.42 in 2014, and according to the engineering report, the District is projecting to levy a \$0.42 maintenance tax in the future.

The District's financial advisor submitted a cash flow schedule considering the requested \$2,000,000 bond issue, no-growth to the July 1, 2014 estimated taxable AV of \$98,416,040, 12 months of capitalized interest, a 6.0% bond interest rate, a 3% bond discount rate, a 97% collection rate, and a projected tax rate of \$0.74 per \$100 assessed valuation. A TCEQ Districts Section's financial analyst has reviewed the financial information submitted and concluded that the following level debt service tax rate would be sufficient.

<u>District</u>	<u>Projected</u>
<u>Debt Service</u>	<u>Tax Rate</u>
Debt Service	\$ 0.74 ⁽¹⁾⁽²⁾
Maintenance	<u>0.42</u>
Total District Taxes	\$ 1.16 ⁽³⁾

- Notes: (1) Based on a net effective interest rate of 6.24%, a 97% tax collection rate, no-growth estimated taxable AV of \$98,416,040 as of July 1, 2014, and at least a 25% ending debt service fund balance.
(2) The term "commission-approved tax rate" in 30 Texas Administrative Code (30 TAC) § 293.85 refers to an initial ad valorem debt service tax of at most \$0.74 per \$100 assessed valuation.
(3) Represents the combined projected tax rate as defined by 30 TAC Section 293.59(f).

Additional Financial Comments

The District is exempt from 75% and 25% build-out requirements of 30 TAC Sections 293.59 (l) (4) and 293.59 (k) (7), respectively, based on its combined no-growth tax rate of \$1.16 being less than \$1.50 pursuant to 30 TAC Sections 293.59 (l) and 293.59 (k)(11)(c).

C. ENGINEERING ANALYSIS

Water Supply

The District's source of water is groundwater from two wells at its existing plant, each with a 500 gallons per minute (gpm) capacity. The District has a permitted (Fort Bend Subsidence District Permit Nos. 19925 and 19926) capacity combined with other wells in the permit of 1,857 million gallons per year.

The following table summarizes the water supply facilities that serve the District along with the ESFC capacity of each component based on criteria in 30 TAC Section 290.45:

<u>Facility</u>	<u>Existing Capacity</u>	<u>Minimum Requirements</u>	<u>Total Capacity (ESFCs)</u>
Wells	1,000 gpm	0.6 gpm/ESFC	1,000 gpm (1,667 ESFCs)
Pressure Tank	20,000 gal	20 gal/ESFC	20,000 gal (1,000 ESFCs)
Ground Storage	200,000 gal	200 gal/ESFC	200,000 gal (1,000 ESFCs)
Booster Pumps	2,000 gpm	2.0 gpm/ESFC or 1,000 gpm max	2,000 gpm (>1,000 ESFCs) ⁽¹⁾

Notes: (1) The District has two 1,000 gpm booster pumps, which results in a capacity of 1,000 gpm with the largest pump out of service, and the District states that this is sufficient to meet peak demand.

The District's water supply capacity is sufficient for up to 1,000 ESFCs, which appears adequate to serve the 947 ESFCs upon which the engineering feasibility of the bond issue is based.

Wastewater Treatment

The District's wastewater treatment is provided by a 0.24 million gallons per day (MGD) leased package wastewater treatment plant. The plant operates under Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014564001, which authorizes an interim discharge of up to 0.20 MGD and a final discharge of up to 0.30 MGD. Information provided with the application states that the District will lease the plant until the City of Rosenberg (City) constructs a regional wastewater treatment plant. The TCEQ has previously approved a reduced design criteria of 210 gpd/ESFC based on flow data submitted by the District.

The District's existing wastewater treatment capacity is sufficient for up to 1,142 ESFCs based on the reduced design criteria of 210 gpd/ESFC and a current capacity of 0.24 MGD, which appears adequate to serve the existing 947 ESFCs upon which the engineering feasibility of the bond issue is based.

Storm Drainage

Storm drainage from the District will generally drain through curb and gutter streets to underground lines, detention pond facilities and channels that drain into Big Creek.

Purchase of Existing Facilities and/or Assumption of Contracts

<u>Project</u>	<u>Contractor</u>	<u>% Complete (Date)</u>	<u>Final Contract Amount</u>	<u>Amount Subject to District's Share</u>
Sunrise Meadows, Section 2 - W, WW, & D	Uticon, Ltd	100% 10/17/07	\$3,168,913 ⁽¹⁾	\$1,858,806 ⁽²⁾ \$1,301,164 ⁽³⁾

Notes: (1) Based on original contract amount plus/minus change orders and final quantity adjustments.
 (2) Excludes \$1,310,107 for ineligible developer items for paving and an amenity lake.
 (3) Excludes \$557,642 for the 30% developer contribution.

Approved plans, specifications, pre-construction agreements, and various contract documents have been previously provided.

Facilities to be Constructed

<u>Project</u>	<u>Estimated Cost</u>	<u>Amount Subject to District Contribution</u>
Wastewater Treatment Plant Upgrades	\$369,950	\$369,950

Itemized cost estimates, various contract documents and approved plans and specifications have been provided for this project.

Inspection

The District was inspected by a member of the TCEQ's Districts Bond Review Team staff on April 2, 2015. Streets and utilities appeared to be complete within Sunrise Meadows Section 2, which is being funded from the current bond issue. Active home building was observed in various sections of the District. District name signs were properly posted.

D. SUMMARY OF COSTS

<u>Construction Costs</u>	<u>Total</u>	<u>District's Share</u>
A. Developer Contribution Items		
1. Sunrise Meadows Section 2 – W, WW & D	\$1,858,806	\$ <u>830,000</u> ⁽¹⁾
Total Developer Contribution Items	\$1,858,806	\$ 830,000
B. District Items		
1. Wastewater Treatment Plant Upgrades		\$ 369,950
2. Contingencies (10% of Item 1)		36,995
3. Engineering (15% of Items 1 & 2)		61,042
4. Land Acquisition		
a. Detention Pond A		73,473 ⁽²⁾
b. Carrying Costs		<u>46,427</u> ⁽³⁾
Total District Items		<u>\$ 587,887</u>
Total Construction Costs (70.9% of BIR)		\$1,417,887
<u>Non-construction Costs</u>		
A. Bond Counsel Fees (3.0%)		\$ 60,000 ⁽⁴⁾
B. Fiscal Agent Fees (2.0%)		40,000 ⁽⁵⁾
C. Interest Costs		
1. Capitalized Interest (12 months @ 6.0%)		120,000
2. Developer Interest		135,589 ⁽⁶⁾
D. Bond Discount (3.0% of BIR)		60,000
E. Bond Issuance Expenses		42,387

F. Bond Application Report Costs	40,000
G. Operating Costs	77,137 ⁽⁷⁾
H. Attorney General Fee (0.1%)	2,000
I. TCEQ Bond Issuance Fee (0.25%)	<u>5,000</u>
Total Non-Construction Costs	<u>\$ 582,113</u>

Total Bond Issue Requirement

\$2,000,000

- Notes:
- (1) The District did not request a waiver of the 30% developer contribution requirement. Therefore, the eligible costs for this project exclude \$557,642 for the required developer contribution, and they exclude \$132,000 funded in the previous bond issue. Also, due to funding limitations, only a portion of eligible costs will be funded in this bond issue, and the remaining \$339,164 may be requested in the future.
 - (2) Represents land cost of \$73,473 for 7.734 acres at \$9,500 per acre (\$964,925 purchase price/101.571 acres for original tract) according to the application materials.
 - (3) Represents land interest based on a land cost of \$73,473 at 6.0% for the period from the purchase date of April 22, 2005 through a projected funding date of October 31, 2015.
 - (4) Fees are 3% of the first \$3,000,000 in bonds; plus 2.5% for the next \$2,000,000; plus 2% of amount over \$5,000,000.
 - (5) Fees are 2% of principal amount up to \$5,000,000; plus 1.5% of principal amount over \$5,000,000.
 - (6) Estimated at 6.0% through January 31, 2010, or a maximum of two years in accordance with 30 TAC § 293.50(a).
 - (7) Represents operations costs from October 26, 2007 through August 20, 2010, including the remaining \$4,137 from the October 2007 costs that were deferred from the previous bond issue.

E. SPECIAL CONSIDERATIONS

None.

F. CONCLUSIONS

1. Based on \$27,735,000 in unlimited tax bonds authorized by voters for water, wastewater, and drainage facilities, and \$7,495,000 in unlimited tax bonds previously approved by the TCEQ and issued by the District, the District has sufficient voter authorized unlimited tax bonds in the amount of \$20,240,000 for the proposed bond issue.
2. Based on the review of the engineering report, plans, specifications, and supporting documents, the project is considered feasible and meets the criteria established by the TCEQ's economic feasibility rules, 30 TAC Section 293.59.
3. The recommendations are made under authority delegated by the Executive Director of the TCEQ.

G. RECOMMENDATIONS

1. Approve the bond issue in the reduced amount of \$2,000,000 in accordance with the recommended summary of costs at a maximum net effective interest rate of 6.24%.
2. Standard recommendations regarding purchase of facilities, developer interest, consultant fees, surplus proceeds, time of approval, and bond proceeds fee apply.



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
C	MUD No. 167 Refunding Bond Sale - \$3,200,000
ITEM/MOTION	
Consideration of and action on approval of the issuance of Fort Bend County Municipal Utility District No. 167 (Brazos Town Center which includes The Reserve at Brazos Town Center) Unlimited Tax Refunding Bonds, Series 2015A, in an amount not to exceed \$3,200,000.	
FINANCIAL SUMMARY	ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. Lentz Correspondence – 05-14-15
2. Site Map

MUD #: 167 (Brazos Town Center/
The Reserve at Brazos Town Center)

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
<i>Jeanne H. McDonald/ks</i>	<input checked="" type="checkbox"/> Exec. Dir. of Administrative Services	 Robert Gracia City Manager
Jeanne H. McDonald Attorney	<input type="checkbox"/> Asst. City Manager for Public Services	
	<input type="checkbox"/> City Attorney	
	<input type="checkbox"/> City Engineer	
	<input type="checkbox"/> (Other)	

EXECUTIVE SUMMARY

Fort Bend County Municipal Utility District No. 167 (MUD No. 167) is a development generally identified as Brazos Town Center which includes The Reserve at Brazos Town Center. MUD No. 167 is located within the City's Corporate Limits.

MUD No. 167 has the opportunity to "refund" or "refinance" portions of existing bonds by issuing new bonds at a lower rate of interest than the existing bonds, thus ensuring significant reduction in interest expense for the issuer. Staff has reviewed the request and associated documentation and finds that the refunding to be advantageous to MUD No. 167 and its taxpayers.

City Council consented to the creation of MUD No. 167 on June 28, 2005, through Ordinance No. 2005-14 which was originally proposed as a 121.81 acre development. A Development Agreement between the City and A-S 70 HWY 59-FM762, LP, was executed on December 07, 2004; a Water Supply and Wastewater Services Agreement was executed on December 06, 2005; and an Economic Development Agreement was executed on August 08, 2006. City Council approved Ordinance No. 2006-06 consenting to the addition of 173.8037 acres into MUD No. 167 on April 04, 2006, and Ordinance No. 2007-03 consented to the addition of 118.7858 acres into MUD No. 167 on February 06, 2007, for a total of approximately 414 acres.

Following is a list of Unlimited Tax Bond sales, Tax Road Bond Anticipation Notes, and Road Bond sale that have been previously approved by City Council:

- The first sale of Unlimited Tax Bonds was approved by City Council on July 01, 2008, through Ordinance No. 2008-20 in the amount of \$3,165,000.

- MUD No. 167's Tax Road Bond Anticipation Note was approved by City Council on November 18, 2008, through Ordinance No. 2008-48 in the amount of \$3,560,000.
- A Road Bond sale was approved by City Council on June 16, 2009, through Ordinance No. 2009-19 in the amount of \$7,000,000.
- The Texas Commission on Environmental Quality (TCEQ) issued an order approving the issuance of \$4,120,000 in bonds on September 29, 2010. However, after the tax assessment values were released at that time, MUD No. 167 revised the bond issuance to \$3,000,000. The second Unlimited Tax Bonds sale, in the amount of \$3,000,000, was approved by City Council on November 16, 2010, through Ordinance No. 2010-28, deferring the remaining \$1,120,000 to a future sale.
- The second part of the previous sale of Unlimited Tax Bonds was approved by City Council on April 17, 2012, through Ordinance No. 2012-17 in the amount of \$1,120,000 for a total of the TCEQ approved \$4,120,000.
- The third sale of Unlimited Tax Bonds was approved by City Council on November 20, 2012, through Ordinance No. 2012-43 in the amount of \$3,000,000.
- The fourth sale of Unlimited Tax Bonds was approved by City Council on May 04, 2014, through Ordinance No. 2014-20 in the amount of \$3,725,000.
- The fifth sale of Unlimited Tax Bonds was approved by City Council on April 21, 2015, through Ordinance No. 2015-11 in the amount of \$3,575,000.

While the attached correspondence reflects an issue in the principal amount of \$2,625,000, the financial advisor for MUD No. 167 is requesting that the City approve an amount not to exceed \$3,200,000, which will accommodate the unpredictability in the market and interest rates. The Preliminary Official Statement, various Ordinances, and other associated documentation are available for review in the City Secretary's Office in advance of the meeting.

Staff recommends approval of the issuance of Fort Bend County Municipal Utility District No.167 Unlimited Tax Refunding Bonds, Series 2015A, in an amount not to exceed \$3,200,000.



700 Milam Street
Suite 500
Houston, Texas 77002

713.654.8679 Direct
800.922.9850 Toll Free
713.654.8638 Fax

Greg Lentz
Vice President

greg.lentz@firstsw.com

May 14, 2015

Via E-mail: joycev@ci.rosenberg.tx.us

Ms. Joyce Vasut
City of Rosenberg
2210 Fourth Street
Rosenberg, Texas 77471

**Re: Fort Bend County Municipal Utility District No. 167 (the “District”)
Unlimited Tax Refunding Bonds, Series 2015A (the “Bonds”)**

Dear Joyce:

At the District’s meeting on May 7, 2015, the District’s Board of Directors approved proceeding with issuing its first series of refunding bonds. The purpose of the Bonds is to advance refund and defease outstanding portions of the District’s Unlimited Tax Bonds, Series 2008, which are callable on September 1, 2016. The Bonds are structured to comply with the City of Rosenberg’s proposed requirements for refundings as set forth below and will be verified by an independent accounting firm, Grant Thornton LLP, on the day of pricing.

- The net present value savings is three percent (3%) or more of the principal amount of the refunded bonds;
- The debt service savings is structured on a uniform basis (i.e. the spread from the greatest annual debt service savings to the least annual debt service savings is not more than \$5000 plus interest thereon); and
- The date of the last scheduled maturity of the refunding bonds is not later than the latest scheduled maturity of the refunded bonds.

This financing, as prepared May 6, 2015 (economic analysis attached), is projected to provide 12.72% in present value savings (\$311,012) and \$425,071 of gross savings, and reflects a uniform savings structure with no extension of debt. While the attached analysis reflects a bond issue in the principal amount of \$2,625,000, we are requesting City approval for an amount “**not to exceed \$3,200,000.**” which allows for fluctuations resulting from changes in the market and interest rates.

Joyce Vasut
City of Rosenberg
May 15, 2015
Page 2 of 2

The District would like to sell the Bonds as soon as possible in order to capture all possible savings. Accordingly, the District requests that the City adopt a resolution consenting to the Bonds at its earliest convenience. Please let us know if you need any additional information.

Thank you for your assistance with this financing.

Sincerely yours,



Greg Lentz
Vice President

Enclosure

cc: Mr. David Oliver, Allen Boone Humphries Robinson LLP
Mr. Terrell Palmer, First Southwest Company, LLC
Ms. Anthea Moran, First Southwest Company, LLC
Ms. Jeanne H. McDonald, Jeanne H. McDonald PC

SOURCES AND USES OF FUNDS

**Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015**

Dated Date 07/01/2015
 Delivery Date 07/16/2015

Sources:

Bond Proceeds:	
Par Amount	2,560,000.00
Accrued Interest	3,887.50
Premium	139,454.05
	2,703,341.55
Other Sources of Funds:	
DSF Contribution	59,000.00
	2,762,341.55
	2,762,341.55

Uses:

Refunding Escrow Deposits:	
Cash Deposit	609.38
Open Market Purchases	2,641,385.64
	2,641,995.02
Other Fund Deposits:	
Accrued Interest	3,887.50
Delivery Date Expenses:	
Cost of Issuance	88,435.00
Underwriter's Discount	25,600.00
	114,035.00
Other Uses of Funds:	
Additional Proceeds	2,424.03
	2,762,341.55
	2,762,341.55

SUMMARY OF REFUNDING RESULTS

**Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015**

Dated Date	07/01/2015
Delivery Date	07/16/2015
Arbitrage yield	3.207718%
Escrow yield	0.478436%
Value of Negative Arbitrage	73,313.43
Bond Par Amount	2,560,000.00
True Interest Cost	3.318160%
Net Interest Cost	3.432520%
All-In TIC	3.710938%
Average Coupon	3.848096%
Average Life	10.660
Weighted Average Maturity	10.657
Par amount of refunded bonds	2,445,000.00
Average coupon of refunded bonds	5.837539%
Average life of refunded bonds	11.188
Remaining weighted average maturity of refunded bonds	11.199
PV of prior debt to 07/16/2015 @ 3.710938%	2,955,431.13
Net PV Savings	311,012.08
Percentage savings of refunded bonds	12.720330%
Percentage savings of refunding bonds	12.148909%

SAVINGS

Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015

Date	Prior Cash Flow	Refunding Cash Flow	Savings	Annual Savings	Present Value to 07/16/2015 @ 3.7109375%
07/16/2015	-59,000.00	-3,887.50	-55,112.50		-55,112.50
09/01/2015	70,051.25		70,051.25		69,730.02
03/01/2016	70,051.25	62,200.00	7,851.25		7,672.88
06/30/2016				22,790.00	
09/01/2016	70,051.25	71,650.00	-1,598.75		-1,533.97
03/01/2017	70,051.25	46,400.00	23,651.25		22,279.48
06/30/2017				22,052.50	
09/01/2017	70,051.25	71,400.00	-1,348.75		-1,247.38
03/01/2018	70,051.25	46,150.00	23,901.25		21,702.15
06/30/2018				22,552.50	
09/01/2018	175,051.25	171,150.00	3,901.25		3,477.78
03/01/2019	67,373.75	44,900.00	22,473.75		19,669.30
06/30/2019				26,375.00	
09/01/2019	177,373.75	174,900.00	2,473.75		2,125.62
03/01/2020	64,568.75	42,950.00	21,618.75		18,237.92
06/30/2020				24,092.50	
09/01/2020	184,568.75	182,950.00	1,618.75		1,340.73
03/01/2021	61,418.75	40,850.00	20,568.75		16,725.69
06/30/2021				22,187.50	
09/01/2021	186,418.75	180,850.00	5,568.75		4,445.79
03/01/2022	58,075.00	38,750.00	19,325.00		15,147.01
06/30/2022				24,893.75	
09/01/2022	193,075.00	188,750.00	4,325.00		3,328.20
03/01/2023	54,295.00	36,500.00	17,795.00		13,444.25
06/30/2023				22,120.00	
09/01/2023	194,295.00	186,500.00	7,795.00		5,781.90
03/01/2024	50,375.00	33,500.00	16,875.00		12,288.92
06/30/2024				24,670.00	
09/01/2024	200,375.00	193,500.00	6,875.00		4,915.39
03/01/2025	46,175.00	30,300.00	15,875.00		11,143.33
06/30/2025				22,750.00	
09/01/2025	206,175.00	195,300.00	10,875.00		7,494.56
03/01/2026	41,575.00	27,000.00	14,575.00		9,861.46
06/30/2026				25,450.00	
09/01/2026	206,575.00	197,000.00	9,575.00		6,360.44
03/01/2027	36,831.25	23,600.00	13,231.25		8,629.08
06/30/2027				22,806.25	
09/01/2027	211,831.25	198,600.00	13,231.25		8,471.89
03/01/2028	31,800.00	20,100.00	11,700.00		7,354.97
06/30/2028				24,931.25	
09/01/2028	221,800.00	205,100.00	16,700.00		10,306.88
03/01/2029	26,100.00	16,400.00	9,700.00		5,877.57
06/30/2029				26,400.00	
09/01/2029	226,100.00	211,400.00	14,700.00		8,744.99
03/01/2030	20,100.00	12,500.00	7,600.00		4,438.86
06/30/2030				22,300.00	
09/01/2030	230,100.00	212,500.00	17,600.00		10,092.20
03/01/2031	13,800.00	8,500.00	5,300.00		2,983.77
06/30/2031				22,900.00	
09/01/2031	238,800.00	218,500.00	20,300.00		11,220.20
03/01/2032	7,050.00	4,300.00	2,750.00		1,492.29
06/30/2032				23,050.00	
09/01/2032	242,050.00	219,300.00	22,750.00		12,120.41
06/30/2033				22,750.00	
	4,035,433.75	3,610,362.50	425,071.25	425,071.25	311,012.08

SAVINGS

**Fort Bend County Municipal Utility District No 167
Unlimited Tax Refunding Bonds, Series 2015A
Preliminary - For Discussion Purposes Only
Based on FSW BQ Moody's 'A3' Underlying
As of May 6, 2015**

Savings Summary

Dated Date	07/01/2015
Delivery Date	07/16/2015
PV of savings from cash flow	311,012.08
Net PV Savings	311,012.08

BOND PRICING

**Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Bond Component:						
	09/01/2016	25,000.00	2.000%	0.850%	101.284	321.00
	09/01/2017	25,000.00	2.000%	1.200%	101.672	418.00
	09/01/2018	125,000.00	2.000%	1.600%	101.213	1,516.25
	09/01/2019	130,000.00	3.000%	1.800%	104.748	6,172.40
	09/01/2020	140,000.00	3.000%	2.000%	104.846	6,784.40
	09/01/2021	140,000.00	3.000%	2.200%	104.559	6,382.60
	09/01/2022	150,000.00	3.000%	2.400%	103.906	5,859.00
	09/01/2023	150,000.00	4.000%	2.600%	110.192	15,288.00
	09/01/2024	160,000.00	4.000%	2.800%	109.601	15,361.60
	09/01/2025	165,000.00	4.000%	3.100%	107.766	12,813.90
	09/01/2026	170,000.00	4.000%	3.200%	107.435	12,639.50
	09/01/2027	175,000.00	4.000%	3.300%	106.945	12,153.75
	09/01/2028	185,000.00	4.000%	3.400%	106.306	11,666.10
	09/01/2029	195,000.00	4.000%	3.550%	104.961	9,673.95
	09/01/2030	200,000.00	4.000%	3.650%	104.037	8,074.00
	09/01/2031	210,000.00	4.000%	3.700%	103.615	7,591.50
	09/01/2032	215,000.00	4.000%	3.750%	103.134	6,738.10
		2,560,000.00				139,454.05

Dated Date	07/01/2015	
Delivery Date	07/16/2015	
First Coupon	03/01/2016	
Par Amount	2,560,000.00	
Premium	139,454.05	
Production	2,699,454.05	105.447424%
Underwriter's Discount	-25,600.00	-1.000000%
Purchase Price	2,673,854.05	104.447424%
Accrued Interest	3,887.50	
Net Proceeds	2,677,741.55	

SUMMARY OF BONDS REFUNDED

**Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Unlimited Tax Bonds, Series 2008, 2008:					
SERIAL	09/01/2018	5.100%	105,000.00	09/01/2016	100.000
	09/01/2019	5.100%	110,000.00	09/01/2016	100.000
	09/01/2020	5.250%	120,000.00	09/01/2016	100.000
	09/01/2021	5.350%	125,000.00	09/01/2016	100.000
TERM2	09/01/2022	5.600%	135,000.00	09/01/2016	100.000
	09/01/2023	5.600%	140,000.00	09/01/2016	100.000
	09/01/2024	5.600%	150,000.00	09/01/2016	100.000
TERM3	09/01/2025	5.750%	160,000.00	09/01/2016	100.000
	09/01/2026	5.750%	165,000.00	09/01/2016	100.000
	09/01/2027	5.750%	175,000.00	09/01/2016	100.000
TERM4	09/01/2028	6.000%	190,000.00	09/01/2016	100.000
	09/01/2029	6.000%	200,000.00	09/01/2016	100.000
	09/01/2030	6.000%	210,000.00	09/01/2016	100.000
	09/01/2031	6.000%	225,000.00	09/01/2016	100.000
	09/01/2032	6.000%	235,000.00	09/01/2016	100.000
			2,445,000.00		

COST OF ISSUANCE

**Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015**

Cost of Issuance	\$/1000	Amount
Bond Counsel	13.67188	35,000.00
Financial Advisor	10.00000	25,600.00
Moody's Rating Fee	4.29688	11,000.00
Printing Expenses	1.40625	3,600.00
Annual Paying Agent Fee	0.29297	750.00
Redemption Notices	0.11719	300.00
Escrow Agent Fee	0.43945	1,125.00
Verification Agent	1.36719	3,500.00
AG Fee	1.00000	2,560.00
Consultant Expense	1.17188	3,000.00
Miscellaneous	0.78125	2,000.00
	34.54492	88,435.00

ESCROW STATISTICS

Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015

Escrow	Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
DSF	59,000.00	0.080	0.47	0.155461%	0.100172%	58,773.05	142.20	84.75
BP	2,582,995.02	1.060	273.83	0.478436%	0.459205%	2,506,275.70	73,171.23	3,548.09
	2,641,995.02		274.30			2,565,048.75	73,313.43	3,632.84

Delivery date 07/16/2015
 Arbitrage yield 3.207718%

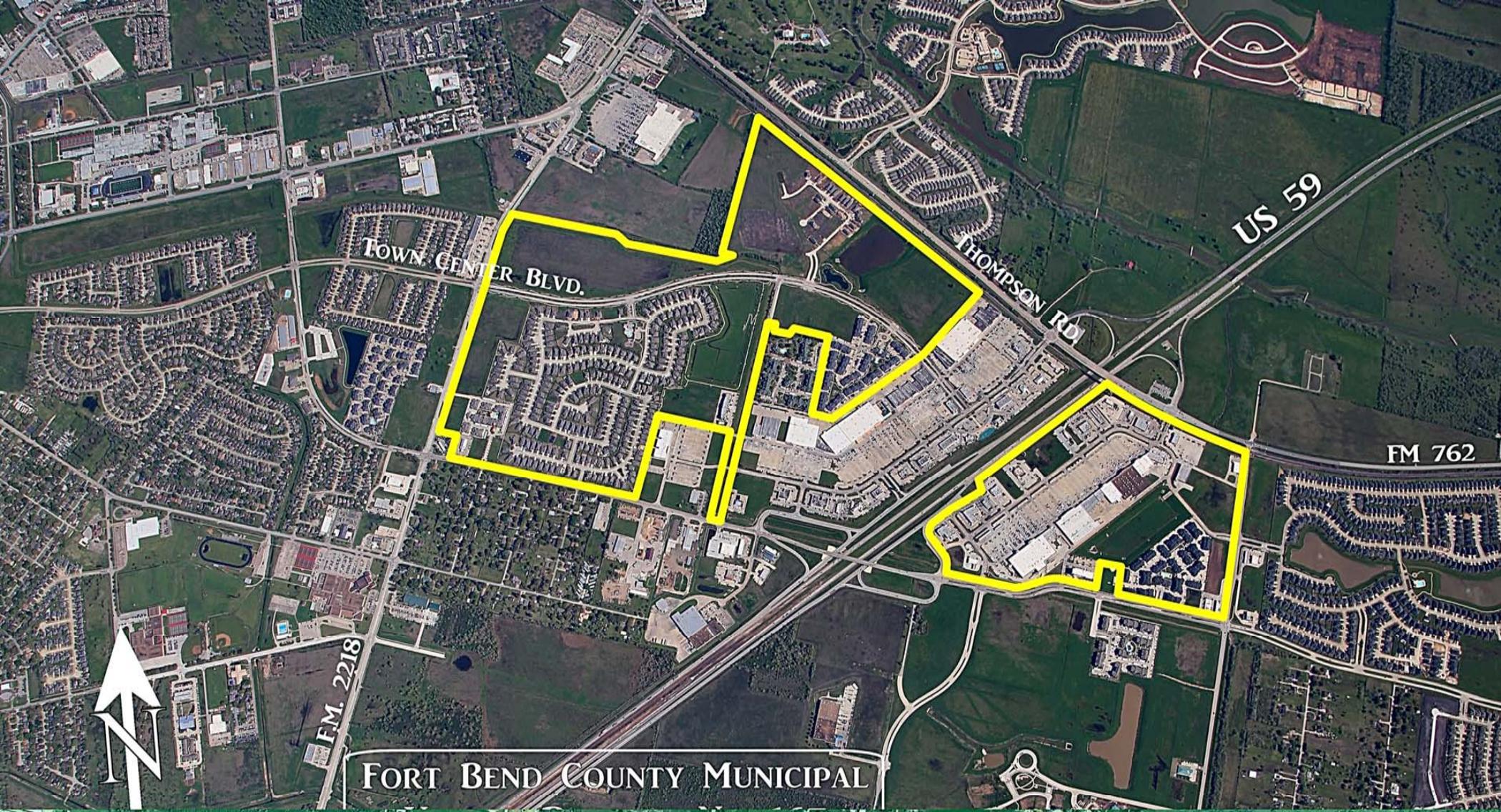
BOND SUMMARY STATISTICS

**Fort Bend County Municipal Utility District No 167
 Unlimited Tax Refunding Bonds, Series 2015A
 Preliminary - For Discussion Purposes Only
 Based on FSW BQ Moody's 'A3' Underlying
 As of May 6, 2015**

Dated Date	07/01/2015
Delivery Date	07/16/2015
First Coupon	03/01/2016
Last Maturity	09/01/2032
Arbitrage Yield	3.207718%
True Interest Cost (TIC)	3.318160%
Net Interest Cost (NIC)	3.432520%
All-In TIC	3.710938%
Average Coupon	3.848096%
Average Life (years)	10.660
Duration of Issue (years)	8.744
Par Amount	2,560,000.00
Bond Proceeds	2,703,341.55
Total Interest	1,054,250.00
Net Interest	940,395.95
Bond Years from Dated Date	27,396,666.67
Bond Years from Delivery Date	27,290,000.00
Total Debt Service	3,614,250.00
Maximum Annual Debt Service	225,250.00
Average Annual Debt Service	210,824.09
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	10.000000
Total Underwriter's Discount	10.000000
Bid Price	104.447424

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Bond Component	2,560,000.00	105.447	3.848%	10.660	03/13/2026	2,289.60
	2,560,000.00			10.660		2,289.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,560,000.00	2,560,000.00	2,560,000.00
+ Accrued Interest	3,887.50	3,887.50	3,887.50
+ Premium (Discount)	139,454.05	139,454.05	139,454.05
- Underwriter's Discount	-25,600.00	-25,600.00	
- Cost of Issuance Expense		-88,435.00	
- Other Amounts			
Target Value	2,677,741.55	2,589,306.55	2,703,341.55
Target Date	07/16/2015	07/16/2015	07/16/2015
Yield	3.318160%	3.710938%	3.207718%



FORT BEND COUNTY MUNICIPAL

UTILITY DISTRICT NO. 167





CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
D	Resolution No. R- 1966 – Utility Easement Acceptance

ITEM/MOTION

Consideration of and action on Resolution No. R-1966, a Resolution acknowledging the acquisition, by Utility Easement, of a 20-foot wide strip of land in the I. & G. N. Railroad Company Survey, Abstract 358, City of Rosenberg, Fort Bend County, Texas, being over, through and across a portion of the residue of that certain called 95.5 acre tract recorded in Volume 2002, Page 1972 and Page 1978, Official Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System, South Central Zone, NAD83, based upon GPS observations, containing 0.856 acres of land, more or less, and generally located between Bamore Road and North Fairgrounds Road, and associated with the relocation of utility lines necessary to accommodate the US Hwy 59/I-69 Expansion Project.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

515-0000-600-7031 (CP 1508)

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1966

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

As a part of the US Hwy 59/I-69 expansion project, the Texas Department of Transportation (TxDOT) acquired additional road right-of-way that encroached over an existing City of Rosenberg (City) Utility Easement containing a sanitary sewer line between Bamore Road and North Fairgrounds Road. In order to eliminate the encroachment conflict with the sanitary sewer line and proposed road expansion, the City has acquired a replacement utility easement which is adjacent and parallel to the newly acquired TxDOT right-of-way. The City will install a new sanitary sewer line in the replacement utility easement so that the existing easement and sewer line can be abandoned. As a result of the Interstate designation, the City will be fully reimbursed by TxDOT for the expenses related to the utility easement acquisition and sewer line construction.

Staff has successfully completed the negotiation and has acquired said Utility Easement. Accordingly, staff recommends approval of Resolution No. R-1966 providing for acceptance of said Utility Easement generally located between Bamore Road and North Fairgrounds Road, and associated with the relocation of utility lines to accommodate the US Hwy 59/I-69 Expansion Project.

RESOLUTION NO. R-1966

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, ACKNOWLEDGING THE ACQUISITION, BY UTILITY EASEMENT, OF A 20-FOOT WIDE STRIP OF LAND IN THE I. & G. N. RAILROAD COMPANY SURVEY, ABSTRACT 358, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OVER, THROUGH AND ACROSS A PORTION OF THE RESIDUE OF THAT CERTAIN CALLED 95.5 ACRE TRACT RECORDED IN VOLUME 2002, PAGE 1972 AND PAGE 1978, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS, CONTAINING 0.856 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED BETWEEN BAMORE ROAD AND NORTH FAIRGROUNDS ROAD, AND ASSOCIATED WITH THE RELOCATION OF UTILITY LINES NECESSARY TO ACCOMMODATE THE US HWY 59/I-69 EXPANSION PROJECT.

* * * * *

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

WHEREAS, the City Council acknowledges that the subject property was necessary for public use and in order to provide for future needs, services, and infrastructure of the City, in particular the relocation of utility lines necessary to accommodate the US HWY 59/I-69 Expansion Project; and,

WHEREAS, staff was directed to prepare and facilitate any and all documentation necessary to acquire that certain Utility Easement; and,

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

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

Section 1. That the City Council of the City of Rosenberg acknowledges the acquisition of a certain Utility Easement more particularly described as 20-foot wide strip of land in the I. & G. N. Railroad Company Survey, Abstract 358, City of Rosenberg, Fort Bend County, Texas, being over, through and across a portion of the residue of

that certain called 95.5 acre tract recorded in Volume 2002, Page 1972 and Page 1978, Official Records, Fort Bend County, Texas, containing 0.856 acres of land, more or less, more particularly described in Exhibit "A" attached hereto for all purposes.

Section 2. That the City Council accepts the foregoing Utility Easement regarding acquisition of a 20-foot wide strip of land necessary for public use and in order to provide for future needs, services, and infrastructure of the City, in particular the relocation of utility lines necessary to accommodate the US Hwy 59/I-69 Expansion Project .

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Cynthia McConathy, **Mayor**

2015053608
ELECTRONICALLY RECORDED
Official Public Records
5/20/2015 10:12 AM



Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

Pages: 7

Fee: \$ 33.00

UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

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§
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KNOW ALL MEN BY THESE PRESENTS

That **ARLENE K. GUBBELS CATANIA**, ("GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the **CITY OF ROSENBERG, TEXAS**, address being P.O. Box 32; 2110 4th Street; Rosenberg, Texas 77471, a municipal corporation situated in Fort Bend County, Texas ("GRANTEE"), the receipt and sufficiency of which is acknowledged, have GRANTED, SOLD, AND CONVEYED, and by these presents to do hereby GRANT, SELL AND CONVEY unto GRANTEE, its successors and assigns, a twenty-foot (20-foot) wide non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, maintaining, and repairing Water, Sanitary Sewer, and Water Reuse Utility facilities (the "Facilities") upon, under, over, across, and along the tract or parcel of land described in the attached Exhibit "A", attached hereto and made a part hereof (the "Utility Easement").

GRANTEE shall not install or maintain any permanent structures located above ground without obtaining prior written approval from GRANTOR, except for sanitary sewer manholes, water valves, fire hydrants, and other related appurtenances.

GRANTEE shall (i) install all utility lines at a depth not less than thirty-six (36) inches below the surface of the Utility Easement, (ii) restore the surface to a condition that existed prior to the installation of utilities, and (iii) level the surface in such a manner that same does not hold water and does not impede drainage from GRANTOR'S adjacent property. The Obligations set forth in this paragraph shall apply to each entry upon the Utility Easement by the GRANTEE.

GRANTOR reserves the right to use the Utility Easement for any and all purposes which do not unreasonably interfere with GRANTEE'S use of the Utility Easement including, but not limited to agricultural operations, open space, set back, bridge, sidewalks, street and roadways crossings, and entrance ways.

STEWART TITLE
1415714812/62/CO

In further consideration of the payment by GRANTEE to GRANTOR of the consideration herein set out and for other good and valuable consideration as herein expressed, GRANTOR does hereby, in addition to the covenants and conveyances herein expressed, contract, bargain and convey to GRANTEE an additional temporary easement for the Facilities construction purposes which shall be valid and existing for a period of 180 days from the date of the execution of this easement grant, and shall terminate at the end of the 180 days, or when in the construction of the Facilities is completed, whichever first occurs. Said additional easement is legally described as:

a 50-foot wide tract of land adjoining the entire Southern boundary of said Utility Easement, to be used as a construction easement, which shall be known as the "Construction Easement".

During the term of this grant for construction purposes of the herein described Construction Easement, GRANTEE shall have the right to use the surface and subsurface of the Construction Easement for the construction of the Facilities in the Utility Easement subject to the terms hereof. The GRANTEE shall be responsible for the loss of any agricultural crops that are damaged or destroyed within the Construction Easement. Upon termination of the Construction Easement, GRANTEE shall return the surface of the Construction Easement as nearly as possible to the condition in which such surface currently exists.

GRANTOR retains title to all of the oil, gas, sulfur and other mineral interests in and under said Utility Easement, but expressly waives any and all rights of ingress and egress to the surface thereof for the purposes of exploration, developing, mining, or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the above described Utility Easement, and upon the condition that none of such operations shall be conducted so near the surface of said Utility Easement so as to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the Facilities of GRANTEE or create a hazard to the public users thereof.

GRANTEE may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain water, sanitary sewer, and water reuse utility Facilities and improvements within said Utility Easement and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

To have and hold perpetually, the above described non-exclusive Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress and egress,, over and across the Utility Easement, unto the said GRANTEE, its successors and assigns forever. And GRANTOR does hereby bind herself, her heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Utility Easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 30 day of April, 2015.

(Signature Page Follows)

GRANTOR:
ARLENE K. GUBBELS CATANIA

By:

Arlene K. Gubbels Catania
Arlene K. Gubbels Catania

THE STATE OF Texas §
COUNTY OF Fort Bend §
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Arlene K. Gubbels Catania known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6 DAY OF May, A.D., 2015.



(SEAL)

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A" (1 of 3)

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

GUBBELS EASEMENT

FIELD NOTES FOR A 20-FOOT WIDE STRIP OF LAND IN THE I. & G. N. RAILROAD COMPANY SURVEY, ABSTRACT 358, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OVER, THROUGH, AND ACROSS A PORTION OF THE RESIDUE OF THAT CERTAIN CALLED 95.5 ACRE TRACT RECORDED IN VOLUME 2002, PAGE 1972 AND PAGE 1978, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

BEGINNING at a TxDOT disk found at the intersection of the west right-of-way line of Fairgrounds Road (60-foot wide) and the proposed south right-of-way line of U. S. Highway 59, for the northeast corner and Place of Beginning of the herein described 20-foot wide strip of land, said point bears South 02 degrees 36 minutes 07 seconds East, 48.88 feet from a point at the intersection of the west right-of-way line of Fairgrounds Road and the current south right-of-way line of U. S. Highway 59;

THENCE South 02 degrees 36 minutes 07 seconds East along the west right-of-way line of Fairgrounds Road, 20.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described 20-foot wide strip of land;

THENCE South 87 degrees 11 minutes 24 seconds West establishing the south line of the herein described 20-foot wide strip of land, 1,863.42 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southwest corner of the herein described 20-foot wide strip of land, being in the easterly line of an adjoining called 1.918 acre Easement Tract (Tract Two) recorded under County Clerk's File Number 2004099537, Official Public Records, Fort Bend County, Texas, and being in a non-tangent curve to the right;

THENCE along said non-tangent curve to the right having a central angle of 03 degrees 18 minutes 55 seconds, a radius of 350.00 feet, an arc length of 20.25 feet, and a chord bearing North 11 degrees 48 minutes 08 seconds West, 20.25 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northwest corner of the herein described 20-foot wide strip of land, said point being in the proposed south right-of-way line of U. S. Highway 59;

CHARLIE KALKOMEY (1921-2006)
REGISTERED PROFESSIONAL LAND SURVEYORCHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYORCHRIS D. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

Field Notes – Gubbels Easement (cont'd) EXHIBIT "A" (2 of 3)

Page 2

THENCE North 87 degrees 11 minutes 24 seconds East along the proposed south right-of-way line of U. S. Highway 59, 1,866.66 feet to the Place of Beginning and containing 0.856 acre of land, more or less.

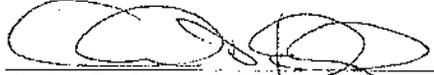
For reference and further description see Survey Plat No. R0001-0136-01 prepared by the undersigned on same date.

August 18, 2014

Job Number R0001-0136-01

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




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

2015053610
ELECTRONICALLY RECORDED
Official Public Records
5/20/2015 10:12 AM



Laura Richard

Laura Richard, County Clerk
Fort Bend County Texas

Pages: 7 Fee: \$33.00

UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

That **JULIUS PATRICK GUBBELS**, ("GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the **CITY OF ROSENBERG, TEXAS**, address being P.O. Box 32; 2110 4th Street; Rosenberg, Texas 77471, a municipal corporation situated in Fort Bend County, Texas ("GRANTEE"), the receipt and sufficiency of which is acknowledged, have GRANTED, SOLD, AND CONVEYED, and by these presents to do hereby GRANT, SELL AND CONVEY unto GRANTEE, its successors and assigns, a twenty-foot (20-foot) wide non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, maintaining, and repairing Water, Sanitary Sewer, and Water Reuse Utility facilities (the "Facilities") upon, under, over, across, and along the tract or parcel of land described in the attached Exhibit "A", attached hereto and made a part hereof (the "Utility Easement").

GRANTEE shall not install or maintain any permanent structures located above ground without obtaining prior written approval from GRANTOR, except for sanitary sewer manholes, water valves, fire hydrants, and other related appurtenances.

GRANTEE shall (i) install all utility lines at a depth not less than thirty-six (36) inches below the surface of the Utility Easement, (ii) restore the surface to a condition that existed prior to the installation of utilities, and (iii) level the surface in such a manner that same does not hold water and does not impede drainage from GRANTOR'S adjacent property. The Obligations set forth in this paragraph shall apply to each entry upon the Utility Easement by the GRANTEE.

GRANTOR reserves the right to use the Utility Easement for any and all purposes which do not unreasonably interfere with GRANTEE'S use of the Utility Easement including, but not limited to agricultural operations, open space, set back, bridge, sidewalks, street and roadways crossings, and entrance ways.

STEWART TITLE
1415744812/62/00

In further consideration of the payment by GRANTEE to GRANTOR of the consideration herein set out and for other good and valuable consideration as herein expressed, GRANTOR does hereby, in addition to the covenants and conveyances herein expressed, contract, bargain and convey to GRANTEE an additional temporary easement for the Facilities construction purposes which shall be valid and existing for a period of 180 days from the date of the execution of this easement grant, and shall terminate at the end of the 180 days, or when in the construction of the Facilities is completed, whichever first occurs. Said additional easement is legally described as:

a 50-foot wide tract of land adjoining the entire Southern boundary of said Utility Easement, to be used as a construction easement, which shall be known as the "Construction Easement".

During the term of this grant for construction purposes of the herein described Construction Easement, GRANTEE shall have the right to use the surface and subsurface of the Construction Easement for the construction of the Facilities in the Utility Easement subject to the terms hereof. The GRANTEE shall be responsible for the loss of any agricultural crops that are damaged or destroyed within the Construction Easement. Upon termination of the Construction Easement, GRANTEE shall return the surface of the Construction Easement as nearly as possible to the condition in which such surface currently exists.

GRANTOR retains title to all of the oil, gas, sulfur and other mineral interests in and under said Utility Easement, but expressly waives any and all rights of ingress and egress to the surface thereof for the purposes of exploration, developing, mining, or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the above described Utility Easement, and upon the condition that none of such operations shall be conducted so near the surface of said Utility Easement so as to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the Facilities of GRANTEE or create a hazard to the public users thereof.

GRANTEE may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain water, sanitary sewer, and water reuse utility Facilities and improvements within said Utility Easement and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

To have and hold perpetually, the above described non-exclusive Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress and egress, over and across the Utility Easement, unto the said GRANTEE, its successors and assigns forever. And GRANTOR does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Utility Easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 30 day of April, 2015.

(Signature Page Follows)

GRANTOR:
JULIUS PATRICK GUBBELS

By:

Julius Patrick Gubbels
Julius Patrick Gubbels

THE STATE OF Texas §
COUNTY OF Fort Bend §
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Julius Patrick Gubbels known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5 DAY OF May, A.D., 2015.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



(SEAL)

EXHIBIT "A" (1 of 3)

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

GUBBELS EASEMENT

FIELD NOTES FOR A 20-FOOT WIDE STRIP OF LAND IN THE I. & G. N. RAILROAD COMPANY SURVEY, ABSTRACT 358, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OVER, THROUGH, AND ACROSS A PORTION OF THE RESIDUE OF THAT CERTAIN CALLED 95.5 ACRE TRACT RECORDED IN VOLUME 2002, PAGE 1972 AND PAGE 1978, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

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THENCE South 02 degrees 36 minutes 07 seconds East along the west right-of-way line of Fairgrounds Road, 20.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described 20-foot wide strip of land;

THENCE South 87 degrees 11 minutes 24 seconds West establishing the south line of the herein described 20-foot wide strip of land, 1,863.42 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southwest corner of the herein described 20-foot wide strip of land, being in the easterly line of an adjoining called 1.918 acre Easement Tract (Tract Two) recorded under County Clerk's File Number 2004099537, Official Public Records, Fort Bend County, Texas, and being in a non-tangent curve to the right;

THENCE along said non-tangent curve to the right having a central angle of 03 degrees 18 minutes 55 seconds, a radius of 350.00 feet, an arc length of 20.25 feet, and a chord bearing North 11 degrees 48 minutes 08 seconds West, 20.25 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northwest corner of the herein described 20-foot wide strip of land, said point being in the proposed south right-of-way line of U. S. Highway 59;

CHARLIE KALKOMEY (1921-2006)
REGISTERED PROFESSIONAL LAND SURVEYORCHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYORCHRIS D. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

Field Notes -- Gubbels Easement (cont'd) EXHIBIT "A" (2 of 3)

Page 2

THENCE North 87 degrees 11 minutes 24 seconds East along the proposed south right-of-way line of U. S. Highway 59, 1,866.66 feet to the Place of Beginning and containing 0.856 acre of land, more or less.

For reference and further description see Survey Plat No. R0001-0136-01 prepared by the undersigned on same date.

August 18, 2014

Job Number R0001-0136-01

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




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

2015053611
ELECTRONICALLY RECORDED
Official Public Records
5/20/2015 10:12 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 7 Fee: \$ 33.00

UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS

That **GUBBELS INVESTMENTS, LTD**, a Texas Limited Partnership, ("GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the **CITY OF ROSENBERG, TEXAS**, address being P.O. Box 32; 2110 4th Street; Rosenberg, Texas 77471, a municipal corporation situated in Fort Bend County, Texas ("GRANTEE"), the receipt and sufficiency of which is acknowledged, have GRANTED, SOLD, AND CONVEYED, and by these presents to do hereby GRANT, SELL AND CONVEY unto GRANTEE, its successors and assigns, a twenty-foot (20-foot) wide non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, maintaining, and repairing Water, Sanitary Sewer, and Water Reuse Utility facilities (the "Facilities") upon, under, over, across, and along the tract or parcel of land described in the attached Exhibit "A", attached hereto and made a part hereof (the "Utility Easement").

GRANTEE shall not install or maintain any permanent structures located above ground without obtaining prior written approval from GRANTOR, except for sanitary sewer manholes, water valves, fire hydrants, and other related appurtenances.

GRANTEE shall (i) install all utility lines at a depth not less than thirty-six (36) inches below the surface of the Utility Easement, (ii) restore the surface to a condition that existed prior to the installation of utilities, and (iii) level the surface in such a manner that same does not hold water and does not impede drainage from GRANTOR'S adjacent property. The Obligations set forth in this paragraph shall apply to each entry upon the Utility Easement by the GRANTEE.

GRANTOR reserves the right to use the Utility Easement for any and all purposes which do not unreasonably interfere with GRANTEE'S use of the Utility Easement including, but not limited to agricultural operations, open space, set back, bridge, sidewalks, street and roadways crossings, and entrance ways.

STEWART TITLE
1415744812/62/CO

In further consideration of the payment by GRANTEE to GRANTOR of the consideration herein set out and for other good and valuable consideration as herein expressed, GRANTOR does hereby, in addition to the covenants and conveyances herein expressed, contract, bargain and convey to GRANTEE an additional temporary easement for the Facilities construction purposes which shall be valid and existing for a period of 180 days from the date of the execution of this easement grant, and shall terminate at the end of the 180 days, or when in the construction of the Facilities is completed, whichever first occurs. Said additional easement is legally described as:

a 50-foot wide tract of land adjoining the entire Southern boundary of said Utility Easement, to be used as a construction easement, which shall be known as the "Construction Easement".

During the term of this grant for construction purposes of the herein described Construction Easement, GRANTEE shall have the right to use the surface and subsurface of the Construction Easement for the construction of the Facilities in the Utility Easement subject to the terms hereof. The GRANTEE shall be responsible for the loss of any agricultural crops that are damaged or destroyed within the Construction Easement. Upon termination of the Construction Easement, GRANTEE shall return the surface of the Construction Easement as nearly as possible to the condition in which such surface currently exists.

GRANTOR retains title to all of the oil, gas, sulfur and other mineral interests in and under said Utility Easement, but expressly waives any and all rights of ingress and egress to the surface thereof for the purposes of exploration, developing, mining, or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the above described Utility Easement, and upon the condition that none of such operations shall be conducted so near the surface of said Utility Easement so as to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the Facilities of GRANTEE or create a hazard to the public users thereof.

GRANTEE may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain water, sanitary sewer, and water reuse utility Facilities and improvements within said Utility Easement and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

To have and hold perpetually, the above described non-exclusive Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress and egress, over and across the Utility Easement, unto the said GRANTEE, its successors and assigns forever. And GRANTOR does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Utility Easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 30 day of April, 2015.

(Signature Page Follows)

GRANTOR:

GUBBELS INVESTMENTS LTD, a Texas Limited Partnership

By:

✓ Julius Patrick Gubbels
Julius Patrick Gubbels, General Partner

THE STATE OF Texas §
COUNTY OF Fort Bend §

* BEFORE ME, the undersigned Notary Public, on this day personally appeared Julius Patrick Gubbels, General Partner known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 5 DAY OF May, A.D., 2015.

* on behalf of Gubbels Investments, Ltd,
a Texas Limited Partnership [Signature]
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



EXHIBIT "A" (1 of 3)

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

GUBBELS EASEMENT

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EXHIBIT "A" (2 of 3)
Field Notes – Gubbels Easement (cont'd)

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August 18, 2014

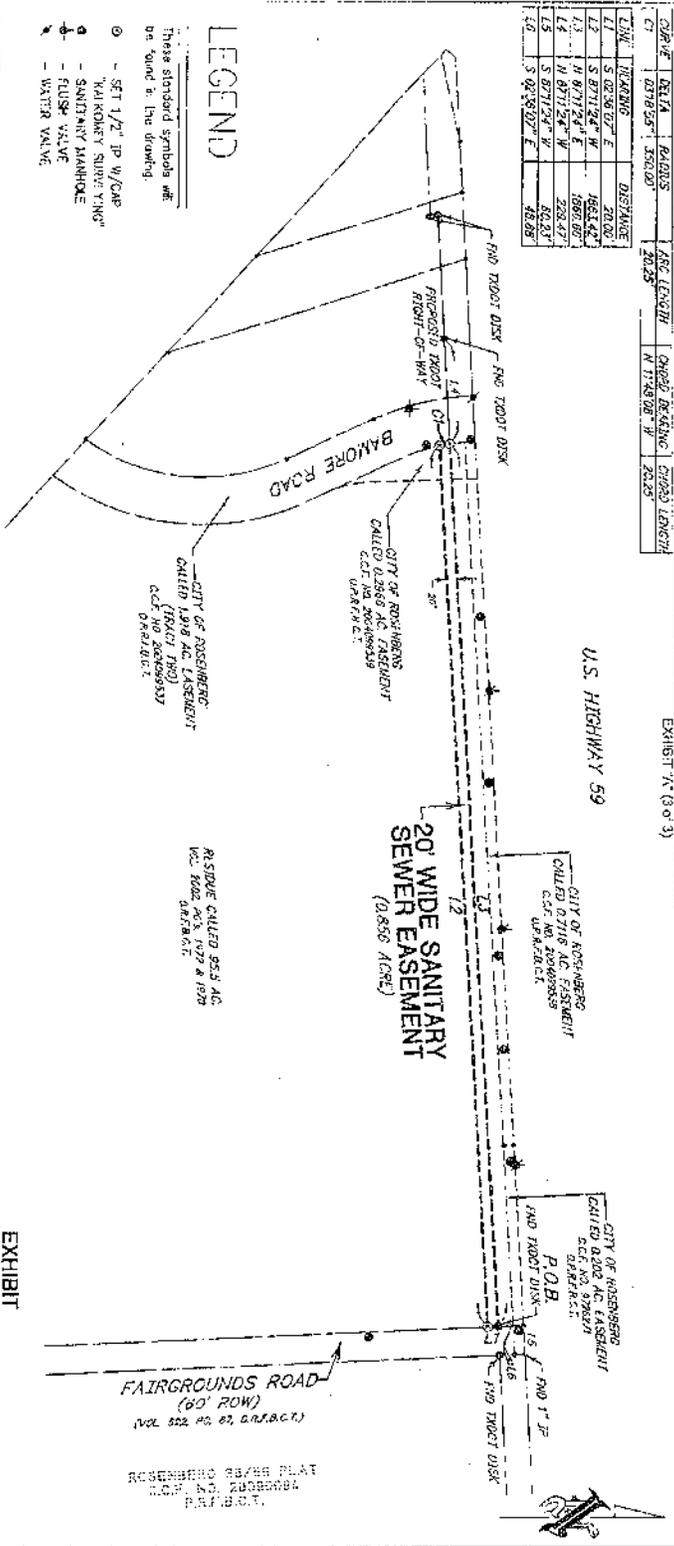
Job Number R0001-0136-01

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




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

CHAIN	DATA	BEARS	ARE LENGTH	CHORD BEARING	CHORD LENGTH
1	0° 00' 00" E	30.00	30.00	N 1° 48' 00" W	29.23
2	0° 00' 00" E	20.00	20.00		
3	0° 00' 00" E	10.00	10.00		
4	0° 00' 00" E	5.00	5.00		
5	0° 00' 00" E	2.50	2.50		
6	0° 00' 00" E	1.25	1.25		
7	0° 00' 00" E	0.625	0.625		
8	0° 00' 00" E	0.3125	0.3125		
9	0° 00' 00" E	0.15625	0.15625		
10	0° 00' 00" E	0.078125	0.078125		



LEGEND

- These standard symbols will be found in the drawing:
- - SET 1 1/2" IP W/ Cap
 - - VALVE
 - - SANITARY MANHOLE
 - - FLUSH VALVE
 - - WATER VALVE

GENERAL NOTES:

- This tract lies within Zone 1 of the Flood Insurance Rate Map, Community Action, Map Number 4200000000, Page 0200, Sheet 1, with governing date of April 2, 2013. Zone 1 is defined as areas determined to be within the 100-year flood frequency.
- This tract is not a part of any subdivision shown on the plat. All lots are bounded by the original survey of the tract. The original survey of the tract is not shown on the plat. The original survey of the tract is not shown on the plat.
- The location of the tract was determined by using the original survey of the tract. The original survey of the tract is not shown on the plat. The original survey of the tract is not shown on the plat.
- A correct plat report was not made of the line of the tract. Therefore, it is hereby ordered that the tract be surveyed and a correct plat report be made.
- The survey was not made with a compass, but with a transit, the location of which is shown. Understood that the survey was made with a transit.
- Visible improvements / utilities were located with the survey. An additional finding, verification or endorsement was performed for this survey.
- This survey does not provide for determining existing utilities. All the lines, poles or any other underground lines shown on this plat are shown as they are or as they are shown on the plat. The surveyor is not responsible for the location of any such lines.
- The reference to the survey should be made to the original survey. The survey is not shown on the plat. The original survey of the tract is not shown on the plat.

SCALE: 1" = 200'

EXHIBIT
OF A
20' WIDE STRIP OF LAND
BEING
0.856 ACRE
OUT OF THE
I. & G. N. R. COMPANY SURVEY, ABSTRACT 358
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS
AUGUST 2014

Surveyed by: **MARKET**
615 1st St. - Houston, TX 77002
281-528-1000
www.market.com

True North of the Survey is 90° 00' 00" from the Meridian.
North is shown by the arrow on the plat.
Surveyed by: **MARKET**
615 1st St. - Houston, TX 77002

NET AVE: 604 X SUPERVISOR C.D.K./DRAFTSMAN-B.A.H. JOB NO. R0001-0736-07

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Executed this 30 day of April, 2015.

(Signature Page Follows)

1

EXHIBIT "A" (1 of 3)

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD

ROSENBERG, TEXAS 77471

281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

GUBBELS EASEMENT

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2015053613
ELECTRONICALLY RECORDED
Official Public Records
5/20/2015 10:12 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 7 Fee: \$ 33.00

UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§ KNOW ALL MEN BY THESE PRESENTS
§

That BLYTHE TURNER PETERS, TRUSTEE FOR THE HELEN RUTH GUBBELS TURNER 1996 TRUST, ("GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the CITY OF ROSENBERG, TEXAS, address being P.O. Box 32; 2110 4th Street; Rosenberg, Texas 77471, a municipal corporation situated in Fort Bend County, Texas ("GRANTEE"), the receipt and sufficiency of which is acknowledged, have GRANTED, SOLD, AND CONVEYED, and by these presents to do hereby GRANT, SELL AND CONVEY unto GRANTEE, its successors and assigns, a twenty-foot (20-foot) wide non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, maintaining, and repairing Water, Sanitary Sewer, and Water Reuse Utility facilities (the "Facilities") upon, under, over, across, and along the tract or parcel of land described in the attached Exhibit "A", attached hereto and made a part hereof (the "Utility Easement").

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STEWART TITLE
1415744812/62/CO

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Executed this 30 day of April, 2015.

(Signature Page Follows)

GRANTOR:

BLYTHE TURNER PETERS, TRUSTEE FOR THE
HELEN RUTH GUBBELS TURNER 1996 TRUST

By:

Blythe Turner Peters
Blythe Turner Peters, Trustee, Helen Ruth Gubbels
Turner 1996 Trust

THE STATE OF Louisiana §
Parish §
COUNTY OF Jefferson §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Blythe Turner Peters, Trustee known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF May, A.D., 2015.



Zalena M. Mandin, NP#41560
NOTARY PUBLIC, STATE OF TEXAS
Louisiana

EXHIBIT "A" (1 of 3)

CHARLIE KALKOMEY SURVEYING, INC.
A JONES & CARTER COMPANY6415 READING ROAD
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281 342-2033

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THENCE along said non-tangent curve to the right having a central angle of 03 degrees 18 minutes 55 seconds, a radius of 350.00 feet, an arc length of 20.25 feet, and a chord bearing North 11 degrees 48 minutes 08 seconds West, 20.25 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northwest corner of the herein described 20-foot wide strip of land, said point being in the proposed south right-of-way line of U. S. Highway 59;

CHARLIE KALKOMEY (1921-2006)
REGISTERED PROFESSIONAL LAND SURVEYORCHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYORCHRIS D. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

EXHIBIT "A" (2 of 3)
Field Notes -- Gubbels Easement (cont'd)

Page 2

THENCE North 87 degrees 11 minutes 24 seconds East along the proposed south right-of-way line of U. S. Highway 59, 1,866.66 feet to the Place of Beginning and containing 0.856 acre of land, more or less.

For reference and further description see Survey Plat No. R0001-0136-01 prepared by the undersigned on same date.

August 18, 2014

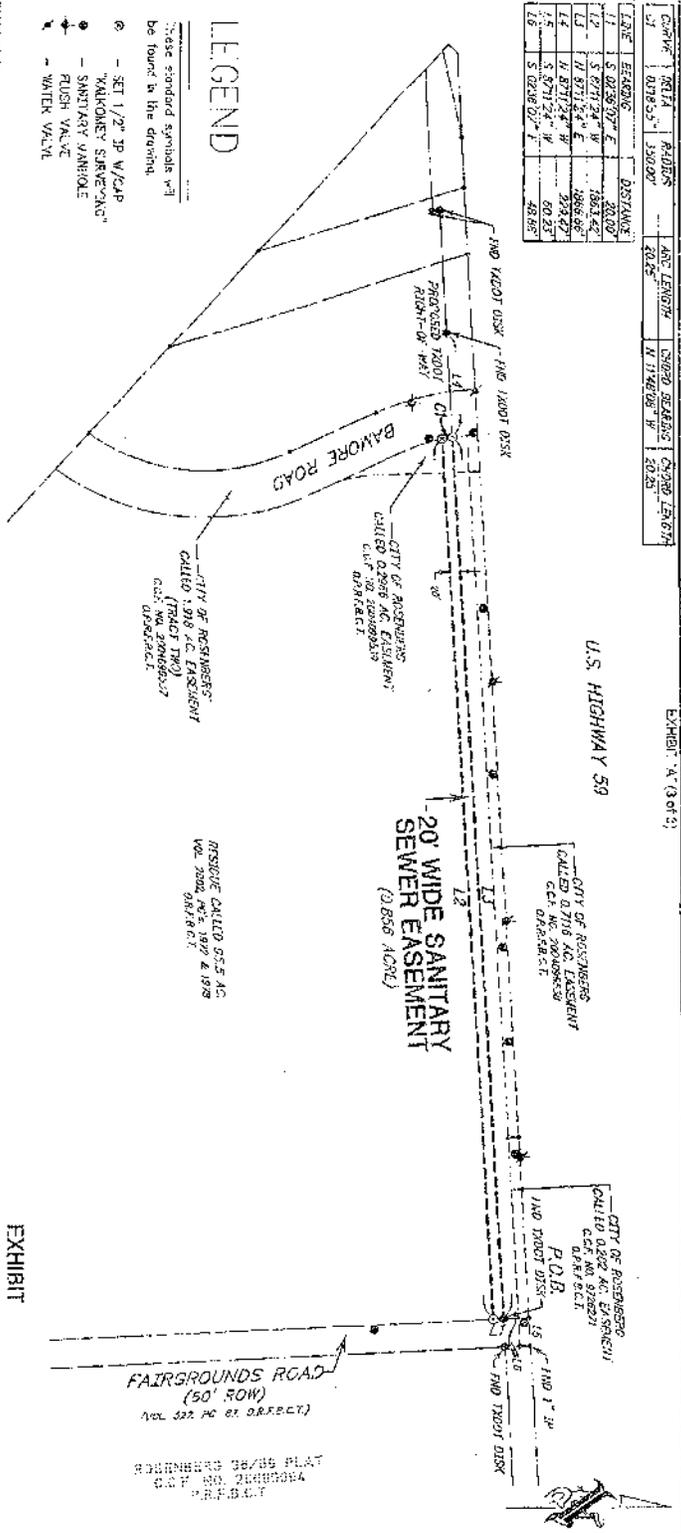
Job Number R0001-0136-01

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




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

CURVE	DATA	ROADS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
1	079°55' 31"	350.00'	N 17°40' 00" W	30.25'	
DISTANCE					
L1	S 02°56' 07" E				183.20'
L2	S 67°33' 24" W				188.64'
L3	N 87°15' 24" E				233.27'
L4	N 87°15' 24" W				60.23'
L5	S 02°56' 07" W				48.65'



LEGEND

These standard symbols will be found in the drawing.

- ⊙ - SET 1/2" TP W/CAP
- ⊙ - SMOKEY SURVEYING
- ⊙ - SMOKEY VANTHOLE
- ⊙ - PUSH VALVE
- ⊙ - WATER VALVE

GENERAL NOTES

- This tract lies within Zone 7C of the Flood Insurance Rate Map, Community No. 4803, Map Number 01-10-0104D, Flood Zone, Suite "Y" with an effective date of June 2, 2014. The Flood Insurance Rate Map is available at www.fema.gov.
- The field dimensions shown on this plan were obtained by actual measurement of the ground. The bearings were obtained by means of a surveying instrument. The field dimensions were obtained by means of a surveying instrument. The field dimensions were obtained by means of a surveying instrument.
- The location of the road shown here shown here were obtained by actual measurement of the ground. The bearings were obtained by means of a surveying instrument. The field dimensions were obtained by means of a surveying instrument.
- A street, this point was not outside of the line of the street. Therefore it is possible that the dimensions of the road may not be even shown.
- Boundaries are based upon the Texas Coordinate System, South Central Zone, NAD83, based upon the OS observations.
- The surveyor has not been provided with construction plans showing the location of underground utilities. Subsequent effects may result which are not shown herein.
- Utility easements / rights were verified with the surveyor no additional marking, extension or modification was performed for this survey.
- This survey was not made for any other purpose. The surveyor is not responsible for any other purpose.
- The surveyor is not liable for any other purpose. The surveyor is not responsible for any other purpose.
- The surveyor is not liable for any other purpose. The surveyor is not responsible for any other purpose.

SCALE: 1" = 200'

KEY: 1/4" = 100'

EXHIBIT "A" (3 of 5)

EXHIBIT OF A

20' WIDE STRIP OF LAND

0.856 ACRE

OUT OF THE

I. & G. N. R. COMPANY SURVEY, ABSTRACT 358

CITY OF ROSENBERG

FORT BEND COUNTY, TEXAS

AUGUST 2014

PREPARED BY:

KARLNEY SURVEYING

10000 Katy Freeway, Suite 1000, Houston, Texas 77054

Phone: 281-410-1111

Fax: 281-410-1112

www.karlney.com

THIS PLAN IS A PART OF A SURVEY OF THE PROPERTY OF THE CITY OF ROSENBERG, TEXAS, AND IS SUBJECT TO THE CITY OF ROSENBERG, TEXAS, ORDINANCES AND RESOLUTIONS.

DATE: 08/14/14

BY: [Signature]

SCALE: 1" = 200'

KEY: 1/4" = 100'

EXHIBIT "A" (3 of 5)

2015053609
ELECTRONICALLY RECORDED
Official Public Records
5/20/2015 10:12 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 7 Fee: \$ 33.00

UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

KNOW ALL MEN BY THESE PRESENTS

That **JULIANN GUBBELS WOHLFORD**, ("GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the **CITY OF ROSENBERG, TEXAS**, address being P.O. Box 32; 2110 4th Street; Rosenberg, Texas 77471, a municipal corporation situated in Fort Bend County, Texas ("GRANTEE"), the receipt and sufficiency of which is acknowledged, have GRANTED, SOLD, AND CONVEYED, and by these presents to do hereby GRANT, SELL AND CONVEY unto GRANTEE, its successors and assigns, a twenty-foot (20-foot) wide non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, maintaining, and repairing Water, Sanitary Sewer, and Water Reuse Utility facilities (the "Facilities") upon, under, over, across, and along the tract or parcel of land described in the attached Exhibit "A", attached hereto and made a part hereof (the "Utility Easement").

GRANTEE shall not install or maintain any permanent structures located above ground without obtaining prior written approval from GRANTOR, except for sanitary sewer manholes, water valves, fire hydrants, and other related appurtenances.

GRANTEE shall (i) install all utility lines at a depth not less than thirty-six (36) inches below the surface of the Utility Easement, (ii) restore the surface to a condition that existed prior to the installation of utilities, and (iii) level the surface in such a manner that same does not hold water and does not impede drainage from GRANTOR'S adjacent property. The Obligations set forth in this paragraph shall apply to each entry upon the Utility Easement by the GRANTEE.

GRANTOR reserves the right to use the Utility Easement for any and all purposes which do not unreasonably interfere with GRANTEE'S use of the Utility Easement including, but not limited to agricultural operations, open space, set back, bridge, sidewalks, street and roadways crossings, and entrance ways.

STEWART TITLE
1415744812/62/CO

In further consideration of the payment by GRANTEE to GRANTOR of the consideration herein set out and for other good and valuable consideration as herein expressed, GRANTOR does hereby, in addition to the covenants and conveyances herein expressed, contract, bargain and convey to GRANTEE an additional temporary easement for the Facilities construction purposes which shall be valid and existing for a period of 180 days from the date of the execution of this easement grant, and shall terminate at the end of the 180 days, or when in the construction of the Facilities is completed, whichever first occurs. Said additional easement is legally described as:

a 50-foot wide tract of land adjoining the entire Southern boundary of said Utility Easement, to be used as a construction easement, which shall be known as the "Construction Easement".

During the term of this grant for construction purposes of the herein described Construction Easement, GRANTEE shall have the right to use the surface and subsurface of the Construction Easement for the construction of the Facilities in the Utility Easement subject to the terms hereof. The GRANTEE shall be responsible for the loss of any agricultural crops that are damaged or destroyed within the Construction Easement. Upon termination of the Construction Easement, GRANTEE shall return the surface of the Construction Easement as nearly as possible to the condition in which such surface currently exists.

GRANTOR retains title to all of the oil, gas, sulfur and other mineral interests in and under said Utility Easement, but expressly waives any and all rights of ingress and egress to the surface thereof for the purposes of exploration, developing, mining, or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the above described Utility Easement, and upon the condition that none of such operations shall be conducted so near the surface of said Utility Easement so as to interfere with the intended use thereof or in any way interfere with, jeopardize or endanger the Facilities of GRANTEE or create a hazard to the public users thereof.

GRANTEE may do and perform all acts necessary to construct, reconstruct, repair, relocate, operate, or maintain water, sanitary sewer, and water reuse utility Facilities and improvements within said Utility Easement and operate thereon all necessary machinery and equipment to efficiently prosecute the work.

To have and hold perpetually, the above described non-exclusive Utility Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights of ingress and egress,, over and across the Utility Easement, unto the said GRANTEE, its successors and assigns forever. And GRANTOR does hereby bind herself, her heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Utility Easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this 30 day of April, 2015.

(Signature Page Follows)

GRANTOR:
JULIANN GUBBELS WOHLFORD

By:

Juliann Gubbels Wohlford
Juliann Gubbels Wohlford

THE STATE OF Texas §
COUNTY OF Tarrant §
§

BEFORE ME, the undersigned, Notary Public, on this day personally appeared Juliann Gubbels Wohlford known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 7 DAY OF May, A.D., 2015.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

(SEAL)



EXHIBIT "A" (1 of 3)

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD

ROSENBERG, TEXAS 77471

281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

GUBBELS EASEMENT

FIELD NOTES FOR A 20-FOOT WIDE STRIP OF LAND IN THE L. & G. N. RAILROAD COMPANY SURVEY, ABSTRACT 358, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, BEING OVER, THROUGH, AND ACROSS A PORTION OF THE RESIDUE OF THAT CERTAIN CALLED 95.5 ACRE TRACT RECORDED IN VOLUME 2002, PAGE 1972 AND PAGE 1978, OFFICIAL RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

BEGINNING at a TxDOT disk found at the intersection of the west right-of-way line of Fairgrounds Road (60-foot wide) and the proposed south right-of-way line of U. S. Highway 59, for the northeast corner and **Place of Beginning** of the herein described 20-foot wide strip of land, said point bears South 02 degrees 36 minutes 07 seconds East, 48.88 feet from a point at the intersection of the west right-of-way line of Fairgrounds Road and the current south right-of-way line of U. S. Highway 59;

THENCE South 02 degrees 36 minutes 07 seconds East along the west right-of-way line of Fairgrounds Road, 20.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described 20-foot wide strip of land;

THENCE South 87 degrees 11 minutes 24 seconds West establishing the south line of the herein described 20-foot wide strip of land, 1,863.42 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southwest corner of the herein described 20-foot wide strip of land, being in the easterly line of an adjoining called 1.918 acre Easement Tract (Tract Two) recorded under County Clerk's File Number 2004099537, Official Public Records, Fort Bend County, Texas, and being in a non-tangent curve to the right;

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CHARLIE KALKOMEY (1921-2006)
REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

CHRIS D. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

Field Notes – Gubbels Easement (cont'd) EXHIBIT "A" (2 of 3)

Page 2

THENCE North 87 degrees 11 minutes 24 seconds East along the proposed south right-of-way line of U. S. Highway 59, 1,866.66 feet to the Place of Beginning and containing 0.856 acre of land, more or less.

For reference and further description see Survey Plat No. R0001-0136-01 prepared by the undersigned on same date.

August 18, 2014

Job Number R0001-0136-01

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




Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
E	Short Form Final Plat of Bridlewood Estates Section One Partial Replat One

ITEM/MOTION

Consideration of and action on a Short Form Final Plat of Bridlewood Estates Section One Partial Replat One, being replat of Lot 30 & 31, Block 9, Bridlewood Estates, Section One (1), as recorded in Slide No. 1560/A & B, 1561/A & B and 1562/A & B, of the Plat Records of Fort Bend County, Texas; being a subdivision of 4.464 acres located in the Wiley Martin League, A-56 Fort Bend County, Texas.

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

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

SUPPORTING DOCUMENTS: MUD #: N/A

- Short Form Final Plat of Bridlewood Estates Section One Partial Replat One
- Planning Commission Meeting Draft Minute Excerpt – 05-20-15

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
<i>Travis Tanner</i>	<input type="checkbox"/> Exec. Dir. of Administrative Services	<i>Robert Gracia</i>
Travis Tanner, AICP	<input type="checkbox"/> Asst. City Manager of Public Services	Robert Gracia
Executive Director of	<input type="checkbox"/> City Attorney	City Manager
Community Development	<input type="checkbox"/> City Engineer	
	<input type="checkbox"/> (Other)	

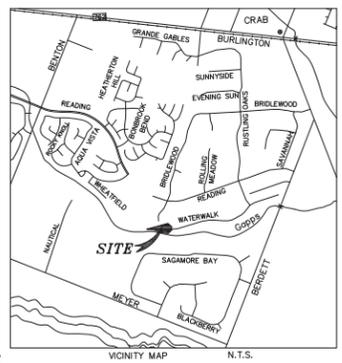
EXECUTIVE SUMMARY

The Short Form Final Plat of Bridlewood Estates Section One Partial Replat One is a proposed replat consisting of 4.464 acres and one (1) lot. The property is located on the cul-de-sac of Waterwalk Court and is centrally located in Bridlewood Estates. Specifically, it is in Section One, which was originally platted in 1997.

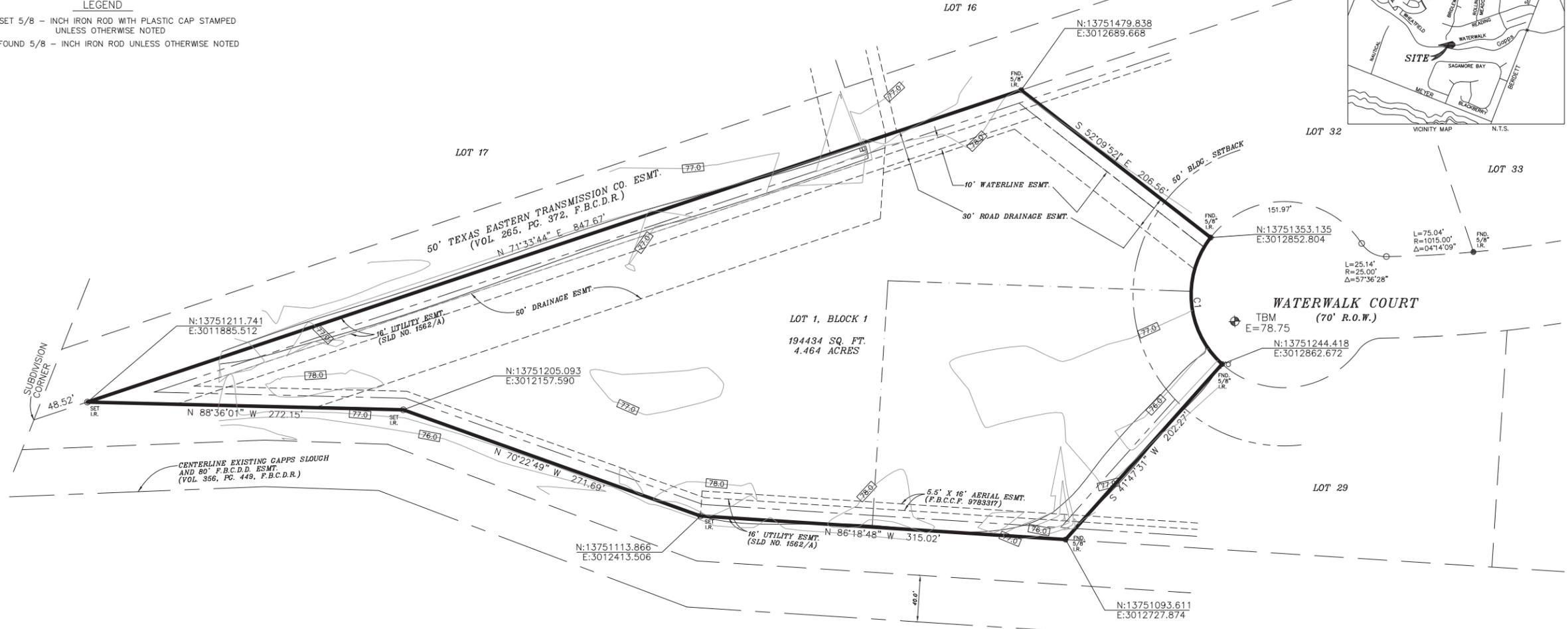
The purpose of this replat is simply to combine two (2) existing lots into one (1) so the property owner can construct a single residence that does not result in any encroachments on existing lot lines. The replat will also result in the relocation of easements. Acceptable documentation has been provided that the applicable entities for these easements, the Fort Bend County Drainage District and Quadvest Water Utility, do not object to the proposed replat.

Because this is a replat of a previous subdivision, a public hearing was required per state law and the City's "Subdivision" Ordinance. The required hearing was held at the May 20, 2015 Planning Commission Meeting. Following the hearing, the Commission recommended approval to City Council of the Short Form Final Plat of Bridlewood Estates Section One Partial Replat One.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	80.00'	120.14'	109.16'	S 05°11'11" E	86°02'37"



- GENERAL NOTES**
- B.L. INDICATES BUILDING LINE; U.E. INDICATES UTILITY EASEMENT; STM. S.E. INDICATES STORM SEWER EASEMENT; W.L.E. INDICATES WATER LINE EASEMENT; S.S.E. INDICATES SANITARY SEWER EASEMENT; H.L. & P.E. INDICATES HOUSTON LIGHTING AND POWER EASEMENT; D.E. INDICATES DRAINAGE EASEMENT; P.L. INDICATES PROPERTY LINE.
 - BENCHMARK: AW5475, NAVD-88 ELEV. = 73.09 FEET (ADJUSTED). PROJECT BENCHMARK: PK NAIL SET IN FRONT OF LOT 1 OF BRIDLEWOOD ESTATE SECTION ONE PARTIAL REPLAT ONE (OLD LOT 30) ON ASPHALT. X = 302873.544 Y = 13751281.136 ELEV. = 78.75 FEET (NAVD 88 ADJUSTED).
 - ELEVATIONS USED FOR DRAINAGE CONTOUR LINES ARE BASED UPON U.S.C. & G.S. DATUM, NAD-88 (1991 ADJ.).
 - THIS PLAT WAS PREPARED TO MEET CITY OF ROSENBERG AND FORT BEND COUNTY REQUIREMENTS.
 - THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY (FIDELITY NATIONAL TITLE INSURANCE COMPANY, G.F. NO. 1571501038, EFFECTIVE DATE FEBRUARY 4, 2015. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 - BRIDLEWOOD ESTATE SECTION ONE PARTIAL REPLAT ONE LIES WITHIN (SHADED OR UNSHADED IF APPLICABLE) ZONE "X" AS PER FLOOD INSURANCE RATE MAP, MAP NUMBER 48157C0265L, DATED APRIL 2, 2014.
 - APPROVAL OF THIS PLAT WILL EXPIRE ONE YEAR FROM CITY COUNCIL APPROVAL IF NOT RECORDED IN THE REAL PROPERTY RECORDS OF THE COUNTY OF FORT BEND.
 - THERE ARE NO PIPELINES NOR PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION.
 - FIVE-EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH ARE SET ON ALL PERMETER BOUNDARY CORNERS, ALL ANGLE POINTS, ALL POINTS OF CURVATURE AND TANGENCY, AND ALL BLOCK CORNERS UNLESS OTHERWISE NOTED.
 - THE MINIMUM SLAB ELEVATION SHALL BE 81.50' ABOVE M.S.L., AS ESTABLISHED FOR BLOCK 9 ON THE ORIGINAL BRIDLEWOOD ESTATE SECTION ONE PLAT, OR TWO FEET ABOVE NATURAL GROUND, WHICHEVER IS HIGHER, TWELVE INCHES (12") ABOVE THE 100-YEAR FLOOD PLAIN ELEVATION AND MAXIMUM PONDING ELEVATION, FORTY EIGHT INCHES (48") ABOVE NATURAL GROUND, OR TWELVE INCHES (12") ABOVE THE TOP OF CURB AT THE FRONT OF THE LOT, WHICHEVER IS HIGHER.
 - ALL LOTS SHALL HAVE A MINIMUM OF FIVE (5) FOOT SIDE BUILDING LINE.
 - THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED TO MEET THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET FLOWING DURING INTENSE RAINFALL EVENTS.
 - THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 2.
 - ALL EASEMENTS ARE CENTERED ON LOT LINES UNLESS OTHERWISE INDICATED.
 - THE COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE (GRID M49 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINE SCALE FACTOR OF 0.9984482.
 - LAND USE WITHIN THE SUBDIVISION IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 20 PERCENT. THE DRAINAGE AND/OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
 - THIS RURAL SUBDIVISION EMPLOYS A NATURAL DRAINAGE SYSTEM WHICH IS INTENDED TO PROVIDE DRAINAGE FOR THE SUBDIVISION THAT IS SIMILAR TO THAT WHICH EXISTED UNDER PRE-DEVELOPMENT CONDITIONS. THUS, DURING LARGE STORM EVENTS PONDING OF WATER SHOULD BE LIMITED TO OCCUR ONLY IN AREAS OF THE SUBDIVISION TO THE EXTENT IT MAY HAVE PRIOR TO DEVELOPMENT. BUT SUCH PONDING SHOULD NOT REMAIN FOR AN EXTENDED PERIOD OF TIME.
 - ALL DRAINAGE EASEMENTS SHOWN ON THE FOREGOING SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND/OR THE ADJACENT LOT OWNERS. HOWEVER, FORT BEND COUNTY RESERVES THE RIGHT TO MAINTAIN THESE DRAINAGE FACILITIES IF NECESSARY.
 - MAINTENANCE OF THE BRIDLEWOOD LAKE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.



I, YVETTE NADEAU, HEREINAFTER REFERRED TO AS THE OWNERS OF THE 4.464 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF BRIDLEWOOD ESTATE SECTION ONE PARTIAL REPLAT ONE, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

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

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

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

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

IN TESTIMONY WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED BY YVETTE NADEAU.
THIS _____ DAY OF _____, 2015.

BY: YVETTE NADEAU

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED YVETTE NADEAU, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2015.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

I, LUTHER J. DALY, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE-EIGHTHS INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

LUTHER J. DALY
TEXAS REGISTRATION NO. 6150
FIRM REGISTRATION NO. 10190700
THIS SURVEY WAS CONTRACTED TO LUTHER J. DALY

THIS IS TO CERTIFY THAT THE PLANNING COMMISSION OF THE CITY OF ROSENBERG, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2015.

PETE PAVLOVSKY, CHAIRMAN
WAYNE POLDRACK, SECRETARY

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

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

APPROVED BY THE COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS
THIS _____ DAY OF _____, 2015.

RICHARD MORRISON, COMMISSIONER, PRECINCT 1
GRADY PRESTAGE, COMMISSIONER, PRECINCT 2

ROBERT E. HEBERT
COUNTY JUDGE

W.A. "ANDY" MEYERS, COMMISSIONER, PRECINCT 3
JAMES PATTERSON, COMMISSIONER, PRECINCT 4

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

LAURA RICHARD, CLERK OF THE COUNTY
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

285' WIDE ESMT. IS HEREBY DEDICATED TO F.B.C.D.D. FOR FUTURE WIDENING OF GAPPS SLOUGH (SLD NO. 1562/A)

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BRIDLEWOOD ESTATE SECTION ONE PARTIAL REPLAT ONE IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF ROSENBERG AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____, 2015.

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

BRIDLEWOOD ESTATES, SECTION ONE PARTIAL REPLAT ONE

BEING REPLAT OF LOT 30 & 31, BLOCK 9, BRIDLEWOOD ESTATES, SECTION ONE (1), AS RECORDED IN SLIDE NO. 1560/A & B, 1561/A & B AND 1562/A & B, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

BEING A SUBDIVISION OF 4.464 ACRES LOCATED IN THE WILEY MARTIN LEAGUE, A-56 FORT BEND COUNTY, TEXAS

DATE: JANUARY 30, 2015
OWNER:
YVETTE NADEAU
9902 KENT TOWNE LANE
SUGAR LAND, TEXAS 77498
PH: 281-242-4476

PREPARED BY:



REASON FOR THE PLAT:
TO COMBINE TWO LOTS TO MAKE RESIDENTIAL 1 LOT - 1 BLOCK - 0 RESERVE

LUTHER J. DALY,
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6150
THIS SURVEY WAS CONTRACTED TO LUTHER J. DALY

8889 BELLAIRE BLVD, SUITE 118,
PHONE: 281-940-8869
LUTHER J. DALY, R.P.L.S.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Chairperson Pavlovsky inquired about other contingencies other than the city limits issue.
- Mr. Tanner replied that the lots are the same as in the land plan. However, there have been some changes to ownership and layout of streets. Mr. Tanner stated that the land plan needs to be cleaned up before coming back to the Planning Commission for approval.
- Mr. Parsons inquired about the drill sites on the property.
- Mr. Kalkomey replied that the drill sites on the property have a service agreement with the oil and gas companies, and hold a lease that restricts drilling activity for the sites.

Action Taken: Commissioner Casias moved, seconded by Commissioner Urbish to approve the Preliminary Plat of Walnut Creek Section thirteen, being 13.9 +/- acres of land containing 53 lots (60' x 120' typ) in four blocks, out of the Wiley Martin League, A-56, Fort Bend County, Texas. The action carried unanimously by those present.

9. CONSIDERATION OF AND ACTION ON A SHORT FORM FINAL PLAT OF BRIDLEWOOD ESTATES, SECTION ONE PARTIAL REPLAT ONE, BEING REPLAT OF LOT 30 & 31, BLOCK 9, BRIDLEWOOD ESTATES, SECTION ONE (1), AS RECORDED IN SLIDE NO. 1560/A & B, 1561/A & B AND 1562/A & B, OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS; BEING A SUBDIVISION OF 4.464 ACRES LOCATED IN THE WILEY MARTIN LEAGUE, A-56 FORT BEND COUNTY, TEXAS.

Executive Summary: The Short Form Final Plat of Bridlewood Estates Section One Partial Replat One is a proposed replat consisting of 4.464 acres and one (1) lot. The property is located on the cul-de-sac of Waterwalk Court and is centrally located in Bridlewood Estates. Specifically, it is in Section One, which was originally platted in 1997.

The purpose of this replat is simply to combine two (2) existing lots into one (1) so the property owner can construct a single residence that does not result in any encroachments on existing lot lines. The replat will also result in the relocation of easements. Acceptable documentation has been provided that the applicable entities for these easements, the Fort Bend County Drainage District and Quadvest Water Utility, do not object to the proposed replat.

Staff recommends that the Planning Commission recommend approval to City Council of the Short Form Final Plat of Bridlewood Estates Section One.

Key Discussion:

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

Action Taken: Commissioner Casias moved, seconded by Commissioner Poldrack, to approve the Short Form Final Plat of Bridlewood Estates, Section One Partial Replat One being replat of Lot 30 & 31, Block 9, Bridlewood Estates, Section One (1), as recorded in Slide No. 1560/A & B, 1561A/B and 1562/A & B, of the plat records of Fort Bend County, Texas; being a subdivision of 4.464 acres located in the Wiley Martin League, A-56 Fort Bend County, Texas. The action carried unanimously by those present.

10. CONSIDERATION OF AND ACTION ON A FINAL REPLAT OF MACER RESERVES, A SUBDIVISION OF 7.882 ACRES OF LAND BEING A PARTIAL REPLAT OF RESERVE "C" OF KWIKROSE COMMERCIAL PARK (SLIDE NO. 1436/A; PLAT RECORDS OF FORT BEND COUNTY, TEXAS) TOGETHER WITH A PORTION OF A CALL 5.00 ACRE TRACT OF LAND (FORT BEND COUNTY CLERK'S FILE NO. 2007074320), BOTH BEING IN THE HENRY SCOTT SURVEY, ABSTRACT NO. 83, AND BEING A REPLAT OF RESERVE "C" OF DEEDCO SUBDIVISION NO. 19 (SLIDE NO. 1357/A; PLAT RECORDS OF FORT BEND COUNTY, TEXAS) TOGETHER WITH A CALL 0.216 ACRE TRACT OF LAND (FORT BEND COUNTY CLERK'S FILE NO. 2003173704), BOTH BEING IN THE J.D. VERMILLION SURVEY, ABSTRACT NO. 341, ALL INCLUSIVE BEING IN THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 0 LOTS, 2 RESERVES, 1 BLOCK

Executive Summary: The Final Plat of Macer Reserves consists of 7.885 acres and two (2) nonresidential reserves. It is a partial replat of Kwikrose Commercial Park and Deedco Subdivision No. 19. The Plat is located on the west side of State Highway 36, north of its intersection with Rice Street, and in the West Fort Bend Management District.

The Plat proposes to subdivide the 7.885 acres into two (2) reserves to accommodate future development of Reserve "A" (Reserve "B" has existing improvements). There are no issues with the proposed subdivision that conflict with City ordinances. Newly created reserves in the proposed subdivision will be subject to the West Fort Bend Management District's development standards as noted on the Plat.



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
F	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 the quarter ended March 31, 2015.	
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. Statement of Revenues and Expenditures – FY15 2nd Qtr
2. Quarterly Investment Report – 03-31-15

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 are within the 50% benchmark for the second quarter of FY2015.

Staff will continue to monitor the revenues and expenses. At this time, no major changes need to be made to meet budget projections. Additionally, the Quarterly Investment Report is included for your review as required by the Public Funds Investment Act.

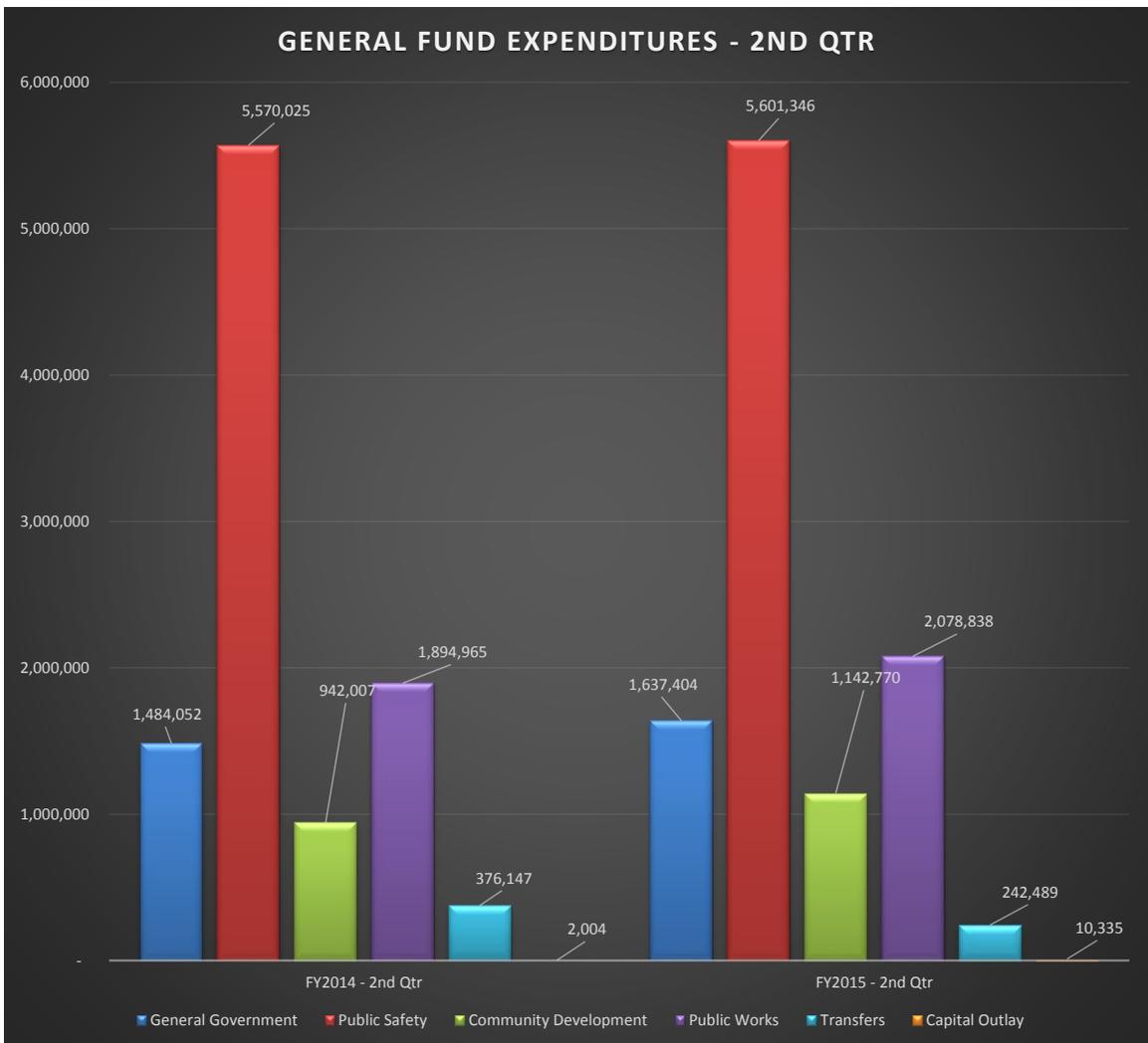
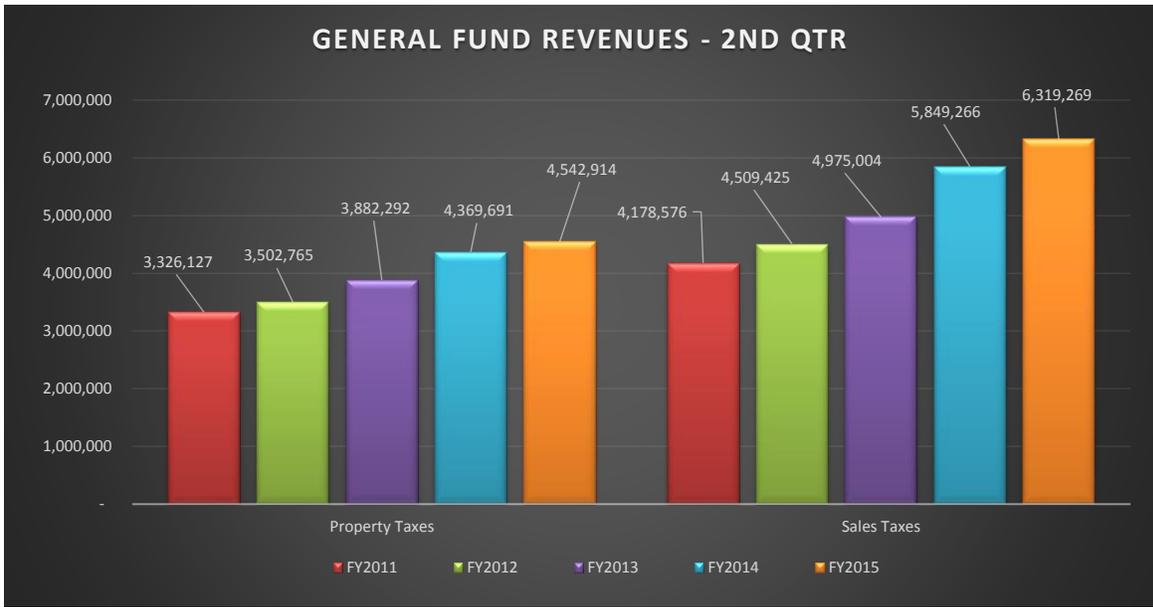
Staff recommends the acceptance of the Quarterly Financial Reports and the Investment Report for the second quarter of Fiscal Year 2015.



**CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - 2ND QTR 2015
GENERAL FUND**

GENERAL FUND					
	FY2014	FY2015	FY2015	PERCENT OF	INCREASE
	2ND QTR	ADJUSTED	2ND QTR	BUDGET	(DECREASE)
REVENUES:	ACTUAL	BUDGET	ACTUAL	50%	FY14 to FY15
PROPERTY TAXES	4,369,691	4,749,000	4,542,914	96%	4%
SALES TAXES	5,849,266	11,576,000	6,319,269	55%	8%
FRANCHISE AND OTHER TAXES	863,497	1,693,500	917,124	54%	6%
LICENSES AND PERMITS	315,944	581,100	394,458	68%	25%
FINES AND FORFEITURES	262,321	535,400	256,283	48%	-2%
INTERGOVERNMENTAL	257,089	1,054,656	635,401	60%	147%
CHARGES FOR SERVICE	2,070,753	3,892,379	2,076,525	53%	0%
INVESTMENT EARNINGS	1,300	5,000	3,178	64%	144%
OTHER	119,838	117,100	186,065	159%	55%
TOTAL REVENUE	14,109,699	\$ 24,204,135	15,331,219	63%	9%
EXPENDITURES:					
GENERAL GOVERNMENT					
MAYOR AND CITY COUNCIL	16,475	44,522	15,415	35%	-6%
CITY MANAGER	272,277	523,070	246,602	47%	-9%
HUMAN RESOURCES	89,788	317,022	111,207	35%	24%
ECONOMIC DEVELOPMENT	79,568	231,481	103,683	45%	30%
CITY SECRETARY	88,773	221,291	94,354	43%	6%
FINANCE	253,668	546,868	272,467	50%	7%
MUNICIPAL COURT	137,781	371,435	151,604	41%	10%
CITY ATTORNEY	42,056	130,000	29,767	23%	-29%
CITY PROSECUTOR	21,247	50,000	13,545	27%	-36%
GENERAL GOVERNMENT	482,419	1,121,535	564,895	50%	17%
BUILDING MAINTENANCE	-	133,887	33,864	25%	N/A
TOTAL GENERAL GOVERNMENT	1,484,052	3,691,111	1,637,404	44%	10%
COMMUNITY DEVELOPMENT					
PLANNING	105,925	292,943	130,661	45%	23%
ENGINEERING	72,599	170,000	42,921	25%	-41%
CODE ENFORCEMENT	225,808	590,593	256,537	43%	14%
HEALTH	36,853	186,841	57,499	31%	56%
COMMUNICATIONS	43,676	249,369	70,817	28%	62%
PARKS AND RECREATION	457,146	981,242	448,067	46%	-2%
SPECIAL EVENTS	-	192,938	136,269	71%	N/A
TOTAL COMMUNITY DEVELOPMENT	942,007	2,663,926	1,142,770	43%	21%
PUBLIC SAFETY					
POLICE	3,338,013	7,850,976	3,380,850	43%	1%
EMERGENCY MANAGEMENT	194	12,655	2,758	22%	1322%
ANIMAL CONTROL	87,309	233,447	109,166	47%	25%
SCHOOL OFFICERS & CROSSING GUARDS	453,617	1,050,656	540,316	51%	19%
FIRE AND FIRE MARSHAL	1,690,892	3,863,475	1,568,257	41%	-7%
TOTAL PUBLIC SAFETY	5,570,025	13,011,209	5,601,346	43%	1%
PUBLIC WORKS					
PUBLIC WORKS	555,363	1,822,058	695,116	38%	25%
STREET LIGHTING AND SIGNALS	178,253	439,000	174,175	40%	-2%
FLEET MAINTENANCE	136,489	307,183	130,735	43%	-4%
SOLID WASTE	1,024,860	2,550,000	1,078,812	42%	5%
TOTAL PUBLIC WORKS	1,894,965	5,118,241	2,078,838	41%	10%
CAPITAL OUTLAY					
	2,004	834,000	10,335	1%	416%
TOTAL EXPENDITURES	9,893,053	\$ 25,318,487	10,470,693	41%	6%
EXCESS (DEFICIENCY) OF REVENUES					
OVER (UNDER) EXPENDITURES	4,216,646	(1,114,352)	4,860,526		
OTHER FINANCING SOURCES (USES)					
TRANSFER IN	784,515	1,589,329	794,692	50%	1%
TRANSFER OUT	(376,147)	(484,979)	(242,489)	50%	-36%
GAIN ON SALE OF ASSETS	11,823	5,000	164,554	3291%	1292%
TOTAL OTHER FINANCING SOURCES (USES)	420,191	1,109,350	716,756		
NET CHANGE IN FUND BALANCE			5,577,282		
FUND BALANCES, BEGINNING			13,035,040		
FUND BALANCES, ENDING			18,612,322		

**CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - FY15 2ND QTR
GENERAL FUND CHARTS**





CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - FY15 2ND QTR
ROSENBERG DEVELOPMENT CORPORATION FUND

RDC FUND					
	FY2014 2ND QTR ACTUAL	FY2015 ADJUSTED BUDGET	FY2015 2ND QTR ACTUAL	PERCENT OF BUDGET 50%	INCREASE (DECREASE) FY14 to FY15
REVENUES:					
SALES AND USE TAXES	1,951,247	3,840,000	2,108,098	55%	8%
INVESTMENT EARNINGS	2,303	5,000	1,405	28%	-39%
TOTAL REVENUE	\$ 1,953,550	\$ 3,845,000	\$ 2,109,504	55%	8%

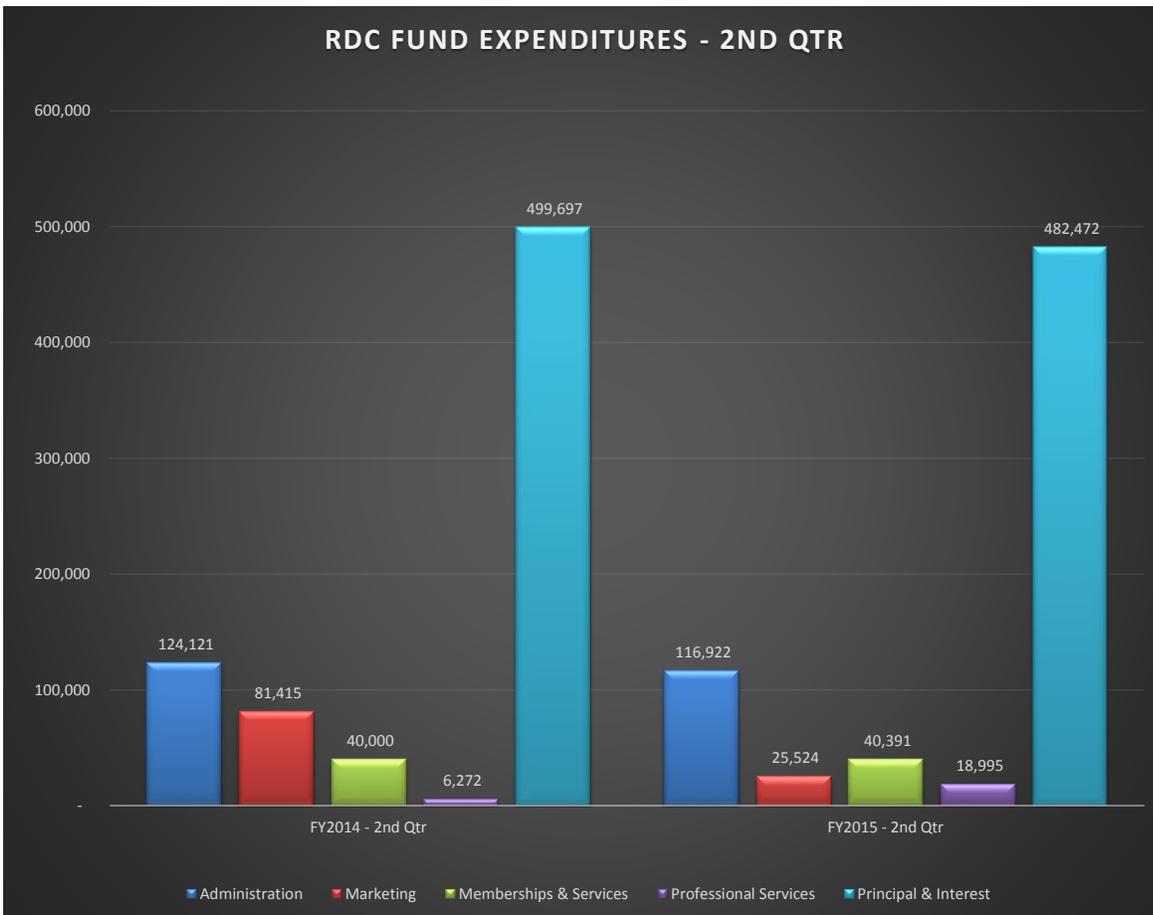
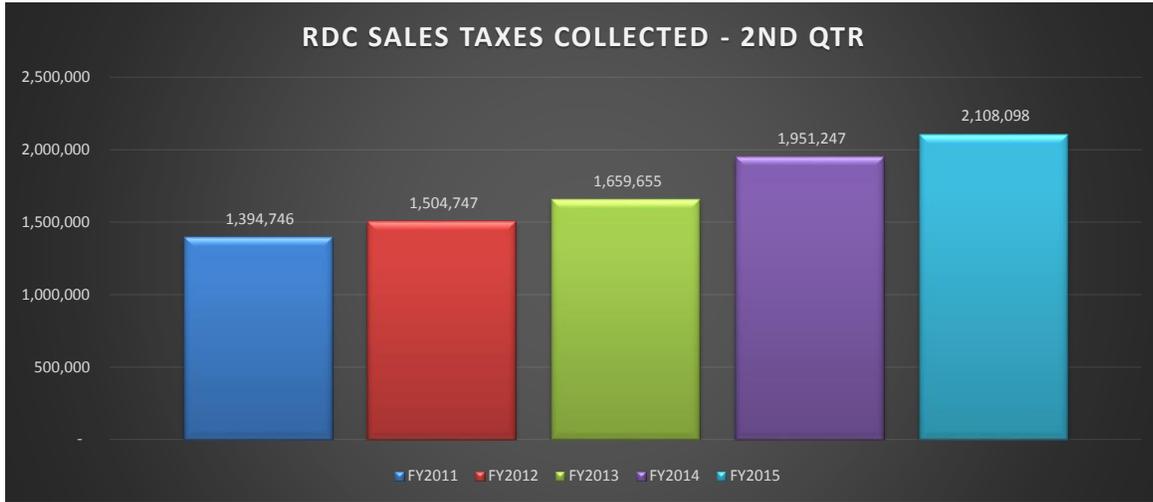
EXPENDITURES:

COMMUNITY DEVELOPMENT					
	FY2014 2ND QTR ACTUAL	FY2015 ADJUSTED BUDGET	FY2015 2ND QTR ACTUAL	PERCENT OF BUDGET 50%	INCREASE (DECREASE) FY14 to FY15
ADMINISTRATION	124,121	257,724	116,922	45%	-6%
MARKETING	81,415	47,800	25,524	53%	-69%
MEMBERSHIPS AND SERVICES	40,000	119,627	40,391	34%	1%
PROFESSIONAL SERVICES	6,272	40,000	18,995	47%	203%
INFRASTRUCTURE	-	500,000	-	0%	0%
PRINCIPAL & INTEREST	499,697	964,943	482,472	50%	-3%
TRANSFER TO RDC PROJECTS FUND	2,796,219	1,485,375	1,100,375	74%	-61%
TOTAL EXPENDITURES	\$ 3,547,724	\$ 3,415,469	\$ 1,784,678	52%	-50%

EXCESS (DEFICIENCY) OF REVENUES					
OVER (UNDER) EXPENDITURES	(1,594,174)	429,531	324,825		
NET CHANGE IN FUND BALANCE	(1,594,174)	429,531	324,825		
FUND BALANCES, BEGINNING *			3,755,279		
FUND BALANCES, ENDING			4,080,104		

* Working Capital Basis is used to calculate fund balance.

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - FY15 2ND QTR
RDC FUND CHARTS

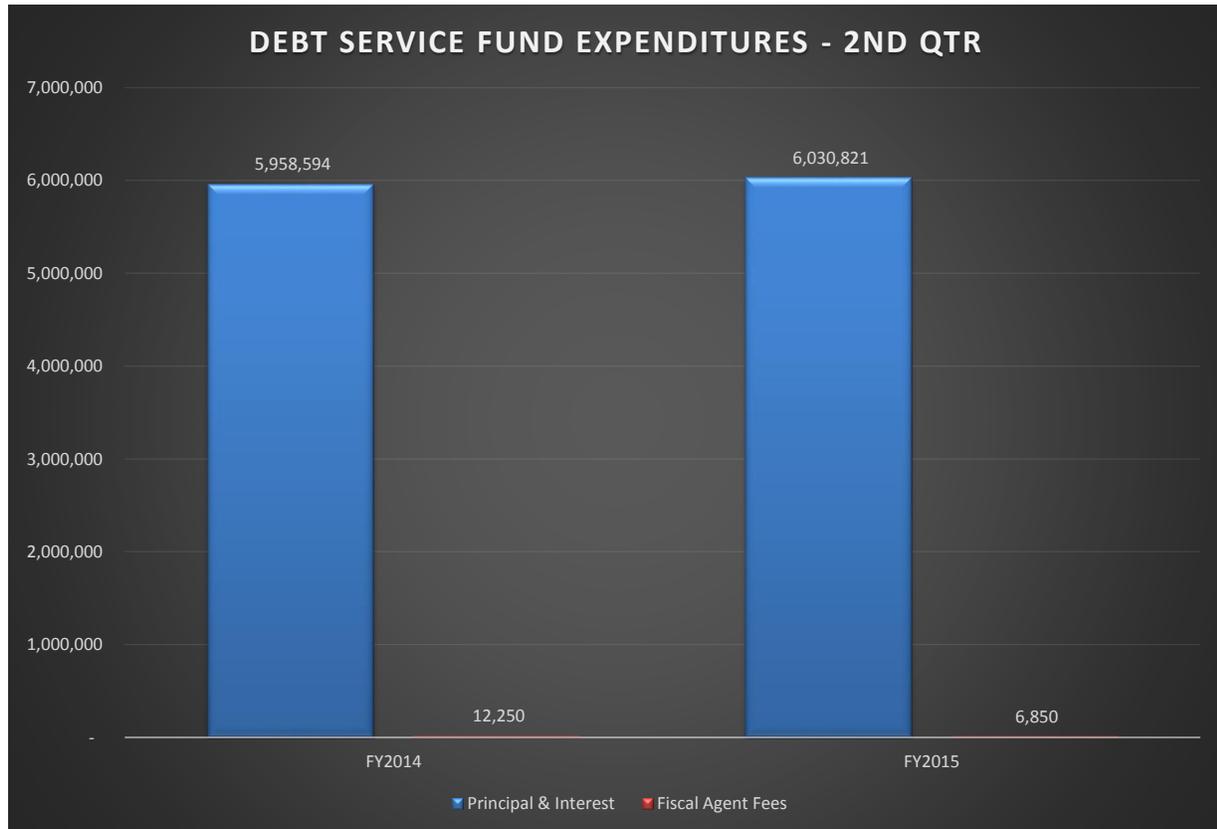
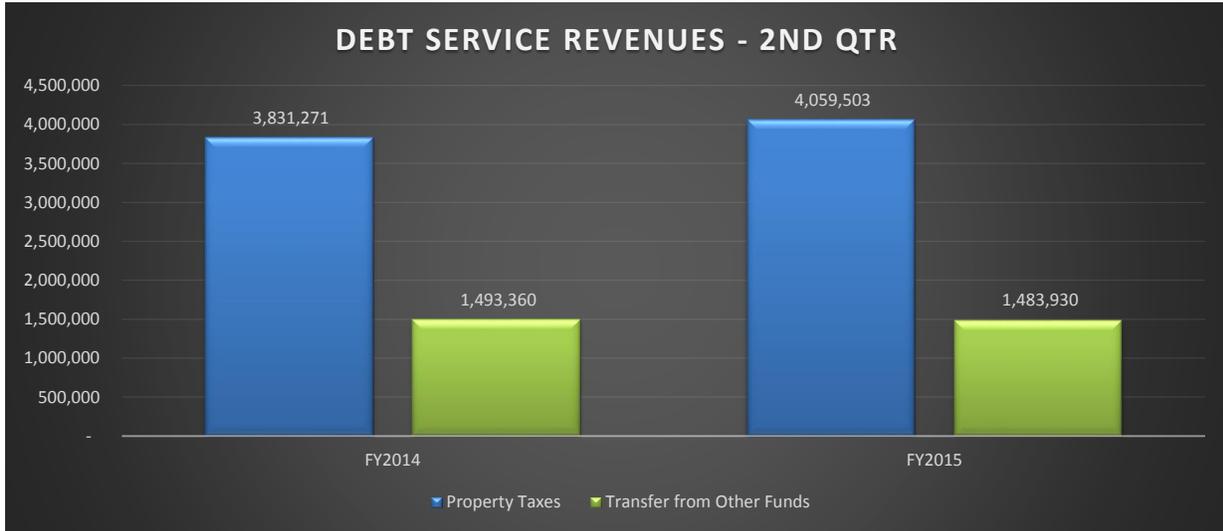




CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - FY15 2ND QTR
DEBT SERVICE FUND

DEBT SERVICE FUND					
	FY2014 2ND QTR ACTUAL	FY2015 ADJUSTED BUDGET	FY2015 2ND QTR ACTUAL	PERCENT OF BUDGET 50%	INCREASE (DECREASE) FY14 to FY15
REVENUES:					
CURRENT TAXES	3,777,286	4,175,000	4,064,171	97%	8%
DELINQUENT TAXES	35,622	35,000	(23,277)	-67%	-165%
PENALTY AND INTEREST	17,351	40,000	16,908	42%	-3%
INTEREST EARNINGS	1,012	6,000	1,701	28%	68%
TRANSFERS FROM OTHER FUNDS	1,493,360	2,967,848	1,483,930	50%	-1%
TOTAL REVENUE	\$ 5,324,631	\$ 7,223,848	\$ 5,543,433	77%	4%
EXPENDITURES:					
PRINCIPAL RETIREMENT	4,897,199	4,961,983	4,916,983	99%	0%
INTEREST RETIREMENT	1,061,395	2,231,865	1,113,839	50%	5%
FISCAL AGENT FEES	12,250	30,000	6,850	23%	-44%
TOTAL EXPENDITURES	\$ 5,970,844	\$ 7,223,848	\$ 6,037,671	84%	1%
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES					
	(646,213)	-	(494,238)		
NET CHANGE IN FUND BALANCE	(646,213)	-	(494,238)		
FUND BALANCES, BEGINNING			4,992,530		
FUND BALANCES, ENDING			4,498,292		

CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - FY15 2ND QTR
DEBT SERVICE FUND CHARTS



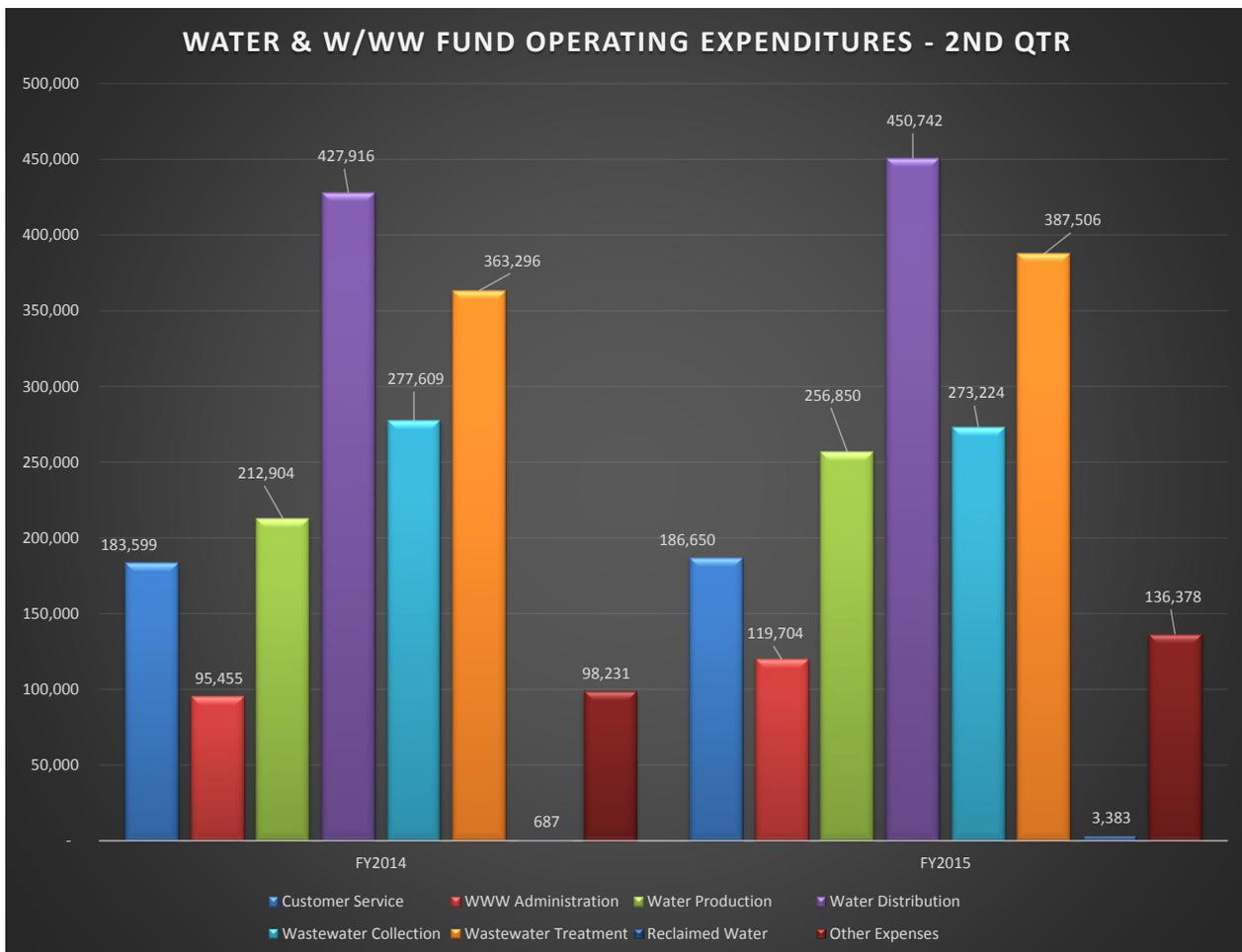
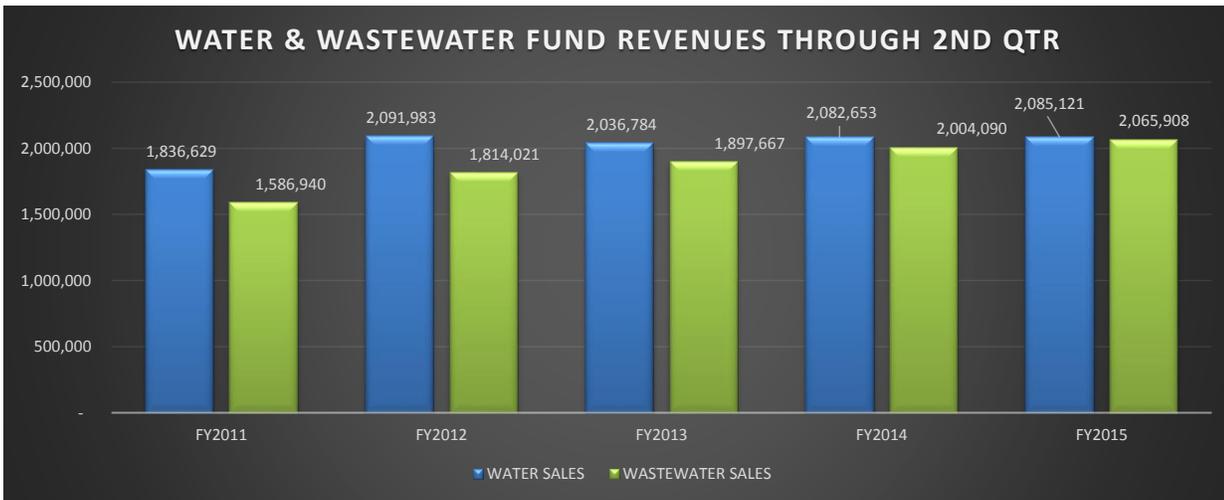


CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENSES - FY15 2ND QTR
WATER & WASTEWATER FUND

WATER & WASTEWATER FUND					
	FY2014	FY2015	FY2015	PERCENT OF	INCREASE
	2ND QTR	ADJUSTED	2ND QTR	BUDGET	(DECREASE)
REVENUES:	ACTUAL	BUDGET	ACTUAL	50%	FY14 to FY15
WATER SALES	\$ 2,082,653	4,200,000	2,085,121	50%	0%
WASTEWATER SALES	2,004,090	4,050,000	2,065,908	51%	3%
WATER TAP FEES	76,985	90,000	113,036	126%	47%
SEWER TAP FEES	73,760	90,000	111,375	124%	51%
RECONNECT FEES	25,539	42,000	27,355	65%	7%
CONNECT FEES	23,320	32,000	23,490	73%	1%
PENALTY FEES	92,127	170,000	88,532	52%	-4%
RECLAIMED WATER SOURCE	-	15,000	2,261	15%	N/A
BACKFLOW PERMIT REVENUE	1,150	1,500	810	54%	-30%
RETURNED CHECK FEES	3,000	5,000	2,390	48%	-20%
INTEREST EARNINGS	1,180	4,000	1,752	44%	48%
PROPERTY LEASE	48,986	80,000	50,455	63%	3%
OTHER REVENUE	(33)	5,000	48	1%	-245%
TOTAL REVENUE	\$ 4,432,757	\$ 8,784,500	\$ 4,572,533	52%	3%
TRANSFERS FROM OTHER FUNDS	37,699	80,322	40,161	50%	7%
TOTAL REVENUES AND TRANSFERS	\$ 4,470,456	\$ 8,864,822	\$ 4,612,694	52%	3%
EXPENSES:					
DEPARTMENT					
CUSTOMER SERVICE	183,599	421,010	186,650	44%	2%
WATER/WASTEWATER ADMINISTRATION	95,455	265,978	119,704	45%	25%
WATER PRODUCTION	212,904	550,878	256,850	47%	21%
WATER DISTRIBUTION	427,916	960,320	450,742	47%	5%
WASTEWATER COLLECTION	277,609	691,150	273,224	40%	-2%
WASTEWATER TREATMENT	363,296	1,147,380	387,506	34%	7%
RECLAIMED WATER	687	36,100	3,383	9%	N/A
TOTAL DEPARTMENT EXPENSES	1,561,466	4,072,816	1,678,058	41%	7%
OTHER EXPENSES					
HEALTH INSURANCE FEE	3,000	6,000	3,000	50%	0%
INFORMATION SERVICES FEE	59,243	153,162	76,581	50%	29%
BAD DEBT EXPENSES	-	29,320	19,729	67%	N/A
PERFORMANCE ASSURANCE SERVICES	35,988	37,068	37,068	100%	3%
TOTAL OTHER EXPENSES	98,231	225,550	136,378	60%	39%
TRANSFERS					
TRANSFER TO GENERAL FUND	742,028	1,429,813	714,906	50%	-4%
TRANSFER TO CDBG	69,900	61,000	61,000	100%	-13%
TRANSFER TO DEBT SERVICE FUND	961,752	1,939,919	969,960	50%	1%
TRANSFER TO W/WW SUPPLEMENTAL	96,500	257,500	257,500	100%	167%
TRANSFER TO GRP PROJECTS FUND	200,000	50,000	50,000	100%	-75%
	2,070,180	3,738,232	2,053,366	55%	-1%
TOTAL OPERATING EXPENSES	\$ 3,729,877	\$ 8,036,598	\$ 3,867,802	48%	4%
NET OPERATING REVENUE	\$ 702,880	\$ 747,902	\$ 704,731	94%	0%
CAPITAL OUTLAY					
	-	-	-	0%	N/A
DEBT SERVICE					
	379,611	828,225	397,367	48%	5%
TOTAL EXPENSES	\$ 4,109,488	\$ 8,864,823	\$ 4,265,170	48%	4%
EXCESS (DEFICIENCY) OF REVENUES					
OVER (UNDER) EXPENSES	360,968	(1)	347,524		
FUND BALANCES, BEGINNING *			6,204,256		
FUND BALANCES, ENDING			6,551,780		

* Working Capital Basis is used to calculate fund balance.

**CITY OF ROSENBERG
STATEMENT OF REVENUES AND EXPENDITURES - FY15 2ND QTR
WATER & WASTEWATER FUND CHARTS**



**CITY OF ROSENBERG, TEXAS
QUARTERLY INVESTMENT REPORT
FOR THE QUARTER ENDED MARCH 31, 2015**

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, Executive Director of Administrative Services

Date: _____

5/13/2015

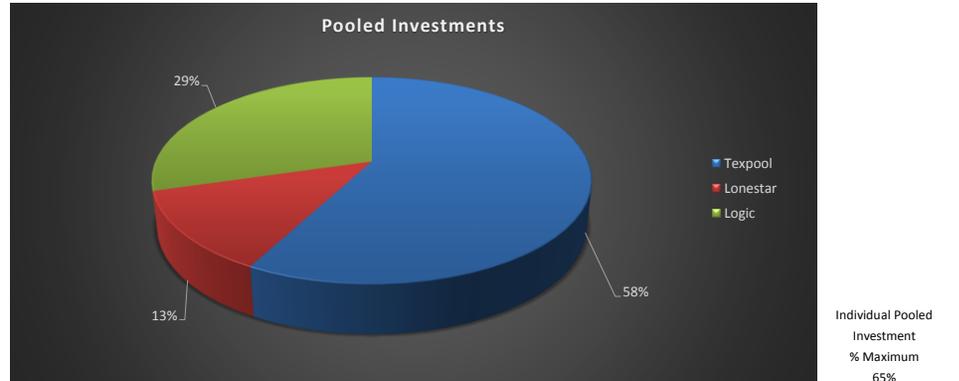
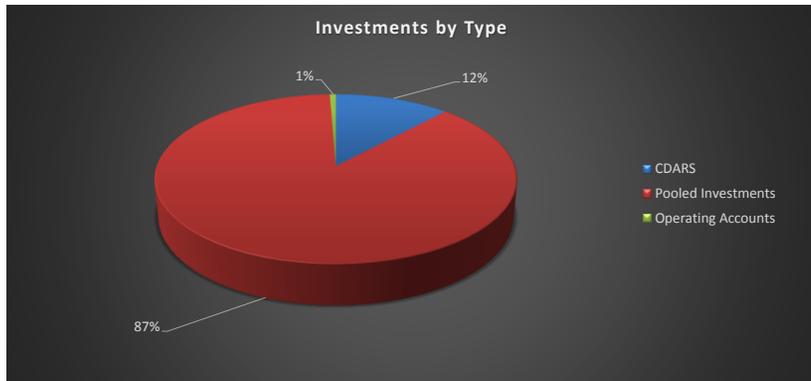
**CITY OF ROSENBERG, TEXAS
 QUARTERLY INVESTMENT REPORT
 AS OF MARCH 31, 2015**

Balance Comparison by Quarter

INVESTMENT BALANCES BY TYPE	Book Value 6/30/2014	Book Value 9/30/2014	Book Value 12/31/2014	Book Value 3/31/2015
CDARS	\$ 4,004,992	\$ 6,010,384	\$ 6,010,384	8,015,376
TEXPOOL	32,996,725	28,599,884	31,758,573	34,037,518
LOGIC	14,692,707	14,196,058	17,371,149	17,375,094
LONESTAR	7,958,565	7,459,543	7,460,530	7,461,431
AMEGY BANK - OPERATING ACCOUNT	786,353	4,565,976	3,016,881	426,338
TOTAL CASH AND INVESTMENTS	\$ 60,439,342	\$ 60,831,845	\$ 65,617,517	\$ 67,315,758

**CITY OF ROSENBERG, TEXAS
INVESTMENTS OUTSTANDING AS OF MARCH 31, 2015**

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	12/31/2014		Quarterly Activity			3/31/2015		Unrealized Gain/Loss	
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Value		
CERTIFICATES OF DEPOSIT															
9/11/2014	CDARS	03/12/15	182	2,000,000	-	0.17%	2,000,000	2,000,000		(2,000,000)	-	-	-	-	
9/11/2014	CDARS	09/10/15	364	2,000,000	2,010,384	0.33%	2,010,384	2,010,384			2,010,384	2,010,384			
1/9/2014	CDARS	01/08/15	364	2,000,000	-	0.25%	2,000,000	2,000,000		(2,000,000)	-	-			
1/8/2015	CDARS	07/09/15	182	2,000,000	2,000,000	0.23%	-	-	2,000,000		2,000,000	2,000,000			
1/8/2015	CDARS	01/07/16	364	2,000,000	2,004,992	0.38%	-	-	2,004,992		2,004,992	2,004,992			
3/12/2015	CDARS	03/10/16	364	2,000,000	2,000,000	0.45%	-	-	2,000,000		2,000,000	2,000,000			
							\$ 6,010,384	\$ 6,010,384	6,004,992	(4,000,000)	-	\$ 8,015,376	\$ 8,015,376		
														9%	
N/A	Texpool - Consolidated Cash	N/A	N/A		34,037,518	0.05%	31,758,573	31,758,573	5,332,482	(3,057,198)	3,660	34,037,518	34,037,518	12% OF TOTAL	
							31,758,573	31,758,573	5,332,482	(3,057,198)	3,660	34,037,518	34,037,518		
														56%	
N/A	LONESTAR - General Fund Liquidity Plus	N/A	N/A		4,190,055	0.06%	4,189,549	4,189,845			506	4,190,055	4,190,563	58% OF POOLS	
N/A	LONESTAR - CO Series 2013	N/A	N/A		3,271,376	0.06%	3,270,981	3,271,212			395	3,271,376	3,271,773		
							7,460,530	7,461,057			901	7,461,431	7,462,336		
														13%	
N/A	Logic - Consolidated Cash	N/A	N/A		7,559,536	0.10%	7,557,820	7,557,820			1,716	7,559,536	7,559,536	13% OF POOLS	
N/A	Logic - 2009 General Obligation	N/A	N/A		570,968	0.10%	570,838	570,838			130	570,968	570,968		
N/A	Logic - CO 2010B	N/A	N/A		413,471	0.10%	413,377	413,377			94	413,471	413,471		
N/A	Logic - Series 2012 Bonds	N/A	N/A		645,184	0.10%	645,037	645,037			146	645,184	645,184		
N/A	Logic - Series 2014 Bonds	N/A	N/A		5,013,374	0.10%	5,012,236	5,012,236			1,138	5,013,374	5,013,374		
N/A	Logic - Series 2014A Bonds	N/A	N/A		3,172,562	0.10%	3,171,842	3,171,842			720	3,172,562	3,172,562		
							17,371,150	17,371,150			3,945	17,375,094	17,375,094		
														31%	
TOTAL POOLED INVESTMENTS							56,590,253	56,590,780	5,332,482	(3,057,198)	8,506	58,874,043	58,874,948	29% OF POOLS	
CITY DEPOSITORY- Amegy Bank															87% OF TOTAL
N/A	Consolidated Cash	N/A	N/A		426,338	0.00%	3,016,881	3,016,881	18,911,704	(21,502,246)	-	426,338	426,338		
							3,016,881	3,016,881	18,911,704	(21,502,246)	-	426,338	426,338		
														5%	
TOTAL PORTFOLIO							\$ 67,315,758	\$ 67,315,758	30,249,178	(28,559,444)	8,506	67,315,758	67,316,662	1% OF TOTAL	





CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
2	Resolution No. R-1976 – Amendment to Interlocal Cooperation Agreement Renewal for the Collection of Taxes

ITEM/MOTION

Consideration of and action on Resolution No. R-1976, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Amendment to Interlocal Cooperation Agreement for the Collection of Taxes, by and between the City and Fort Bend County, Texas, for a period ending on June 30, 2016.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:
101-1400-510-4110

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1976
2. Schultz Memorandum - 04-17-15

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

The City of Rosenberg has previously contracted with the Fort Bend County Tax Assessor/Collector, Patsy Schultz, for tax collection services. Fort Bend County has requested the City execute an Amendment to Interlocal Cooperation Agreement for the Collection of Taxes, to extend the existing agreement for another year through June 30, 2016.

The Amendment extending tax collection services with Fort Bend County is attached to Resolution No. R-1976 as Exhibit "A". Staff recommends approval of Resolution No. R-1976, a Resolution authorizing the City Manager to execute an Amendment to Interlocal Cooperation Agreement for the Collection of Taxes with Fort Bend County as the City's Tax Assessor/Collector.

RESOLUTION NO. R-1976

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 AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND COUNTY, TEXAS, FOR A PERIOD ENDING ON JUNE 30, 2016.

* * * * *

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

Section 1. The City Manager is hereby authorized to execute an Amendment to Interlocal Cooperation Agreement for the Collection of Taxes (Amendment), by and between the City of Rosenberg, Texas, and Fort Bend County, Texas, for a period ending on June 30, 2016.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Cynthia McConathy, **Mayor**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR
THE COLLECTION OF TAXES**

This Amendment of the Interlocal Agreement (hereinafter referred to as "Amendment"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), acting by and through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and CITY OF ROSENBERG (hereinafter referred to as "CITY"), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, on or about July 22, 2008 County and CITY entered into an interlocal agreement for the collection of taxes, hereinafter referred to as the "Agreement" attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the term of the Agreement has expired and the parties desire to renew the Agreement, at the same terms and conditions; and,

WHEREAS, County and CITY believe it is in the best interests of the citizens of Fort Bend County to enter into this Amendment; and,

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and CITY is hereby amended to read:

- A. This Amendment shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2016.
- B. This Amendment shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided in the Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Amended Interlocal Agreement for Tax Collection Services

EXECUTION

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY

ATTEST:

Robert E. Hebert, County Judge

Laura Richard, County Clerk

Date

Date

APPROVED:

Patsy Schultz, Tax Assessor/Collector

Date

CITY OF ROSENBERG

Date

Date

ATTACHMENT: Exhibit A – Original interlocal agreement

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
THE COLLECTION OF TAXES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and **City of Rosenberg**, (hereinafter referred to as "City"), duly organized and existing under the laws of the State of Texas, acting by and through its City Council.

RECITALS

WHEREAS, the **City and the County** have the authority to enter this Agreement under Chapters 6 and 26 of the Texas (Property) Tax Code and Chapter 791 of the Texas Government Code; and

WHEREAS, the Fort Bend County Tax Assessor/Collector has approved this Agreement; and,

WHEREAS, **City and County** believe it is in the best interests of the citizens of the City of Rosenberg and Fort Bend County to enter into this Agreement; and,

NOW THEREFORE, County and **City** for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for the **City** for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed the **City** in Fort Bend County.

**ARTICLE II
TERM**

- 2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2009.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 **The City** may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.

- 2.04 County may terminate this agreement by providing written notice to the **City** no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by the **City**, the **City** shall assume all contractual obligations entered into with County for services rendered to **City** for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this Agreement.

ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for the **City** for tax accounts within the jurisdiction of **City**.
- 3.02 **City** hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax code, as amended.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of the **City** with regard to assessing and collection of ad valorem taxes, including timely providing the **City** a schedule concerning the publication of tax rates in the newspaper for the **City**. The County will cause to be published in the **City's** Official Newspaper all notices required by law under the Texas Property Tax Code.
- 3.04 **The City** shall adopt a tax rate by October 1 of each year or the 60th day after the date the certified tax appraisal roll is received by the **City**, whichever is later. In the event the tax rate is adopted subsequent to October 1 of any year, **City** shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 **The City** hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for the **City**, including but not limited to:
- A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of the effective and rollback tax rates as required by Section 26.04 of the Property Tax Code.
 - B. County shall assess and collect the ad valorem property taxes owing to the **City**. The term "assess" does not include those functions defined as "appraisal" by the Property Tax Code.
 - C. The County shall produce a consolidated tax statement for both County and **City** taxes and the County may include taxes owed to any other participating taxing entity.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of **City**.
 - E. County shall mail statements by October 20th of each calendar year, or as soon thereafter as practicable.

- F. County shall mail notices of delinquent service charges in accordance with Section 33.07 of the Texas Property Tax Code.
 - G. County shall perform for **City** all duties provided by law of the State of Texas for the collection of taxes.
 - H. County shall perform any additional, reasonable services which may be requested by **City**. All additional services shall be billed to **City** by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by **City**:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
 - B. Remittance report with each remittance to **City** showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
 - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
 - D. Any additional reports which may be requested by the **City**.
- 3.07 The taxes collected by County for **City** shall be remitted as follows:
- A. by ACH; or
 - B. by wire to **City**'s designated depository or agent; or
 - C. by check mailed to **City**.
- 3.08 **City** shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted to the **City** on a daily basis for the period beginning December 15th and ending February 15th of each year. Remittance at other times during the year shall be made at least once per week. at all other times.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to **City**.

ARTICLE IV
OBLIGATIONS OF **CITY**

- 4.01 **City** agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, **City** agrees to pay County the following amounts:
- A. Thirty-five cents (\$0.35) per parcel per year;
 - B. Other costs for which **City** will reimburse the County for actual costs incurred for any additional services requested **City** or mandated by state statute.
- 4.03 **City** shall pay to County the cost of assessment and collection as provided in

Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of the City, including the City auditors, is authorized to examine the records maintained by County at such reasonable time and interval as City deems necessary. Such books and records will be kept in the offices of County.
- 5.02 City shall maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 City shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 County shall not be legally responsible to City for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- 5.05 City reserves the right to institute such suits for the collection of delinquent taxes as City deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06. County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which City may adopt.
- 5.07 In the event County waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, City consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of City.

ARTICLE VI
LIABILITY

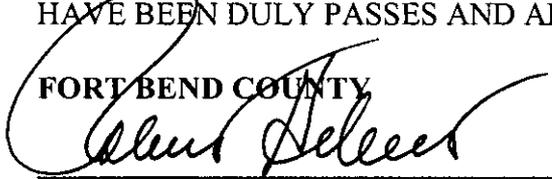
Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX
ENTIRE AGREEMENT AND ATTACHMENT

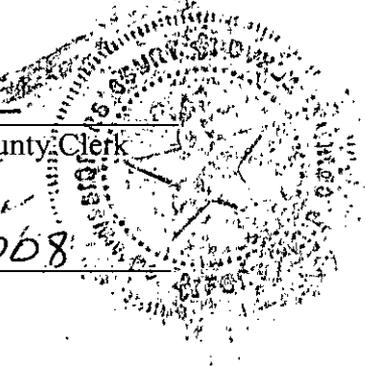
This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – Documentation Required From Taxing Entities, which is made a part of this Agreement.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSES AND ARE NOW IN FULL FORCE AND EFFECT.

FORT BEND COUNTY


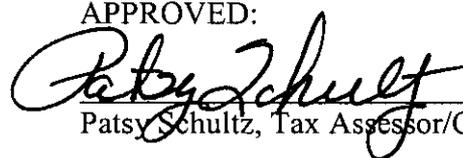
Robert E. Hebert, County Judge



Dianne Wilson, County Clerk


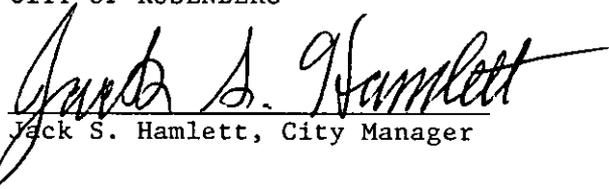
July 22, 2008
Date

July 22, 2008
Date

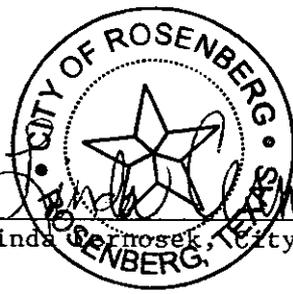
APPROVED:


Patsy Schultz, Tax Assessor/Collector

7/7/08
Date

NAME OF JURISDICTION
CITY OF ROSENBERG


Jack S. Hamlett, City Manager




Linda Sernosek, City Secretary

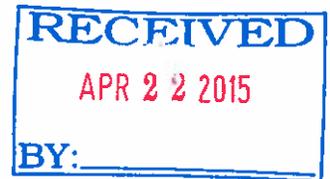
7-2-08
Date

7-2-08
Date

MER:Interlocal Agreement.Tax Collection:1396(040506)



COUNTY TAX ASSESSOR / COLLECTOR
Fort Bend County, Texas



Patsy Schultz, RTA
County Tax Assessor/Collector
1317 Eugene Heimann Circle
Richmond, TX 77469-3623

(281) 341-3710
Fax (281) 341-9267
Email: schulpat@co.fort-bend.tx.us
www.fortbendcountytexas.gov

April 17, 2015

City of Rosenberg
Attn: Mayor Vincent M. Morales Jr.
P.O. Box 32
Rosenberg, TX 77471-0032

RE: 2015 Tax Year Interlocal Agreement Renewal for Tax Collection Services

Dear Mayor Morales,

Enclosed are two copies of the 2015 Tax Year Amendment to Interlocal Cooperation Agreement for the Collection of Taxes.

Please:

- Present the renewal agreement to your governing body for acceptance
- Ask them to sign both copies
- Return both copies to my office by July 1, 2015

Once received in my office, I will present them to Commissioners' Court for execution and return one fully executed copy to you. If you prefer to use the original format of interlocal agreement, please call to request that style.

Sincerely,

Patsy Schultz, PCC
Fort Bend County Tax Assessor/Collector

Enclosures



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
3	Resolution No. R-1978 – Waive Fees and Court Costs
ITEM/MOTION	

Consideration of and action on Resolution No. R-1978, a Resolution authorizing the City Manager to waive uncollected municipal court fees and court costs in the amount of \$8,394.80 for deceased defendants.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:
N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1978 – Exhibit “A” to be provided under separate confidential cover

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
- City Prosecutor

**Approved for Submittal
to City Council:**

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Municipal Court Administrator and City Prosecutor have identified several accounts of deceased defendants where the court fees and court costs can no longer be collected. Since these cases have not been dismissed by the presiding judge, the City Prosecutor requested that the City Council authorize the City Manager to waive the municipal court fees and court costs for these cases in the amount of \$8,394.80. This will allow the Court Administrator to remove the cases and allow the Finance Department to remove the corresponding receivable to better reflect the financial position of the City.

Staff recommends approval of Resolution No. R-1978 as presented.

RESOLUTION NO. R-1978

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO WAIVE UNCOLLECTED MUNICIPAL COURT FEES AND COURT COSTS IN THE AMOUNT OF \$8,394.80 FOR DECEASED DEFENDANTS.

* * * * *

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

Section 1. The City Manager is hereby authorized to execute any documentation necessary to waive uncollected municipal court fees and court costs to deceased defendants.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Cynthia McConathy, **Mayor**

Exhibit "A" to Resolution No. R-1978 provided under separate confidential cover.



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
4	Resolution No. R-1977 - Budget Amendment 15-10

ITEM/MOTION

Consideration of and action on Resolution No. R-1977, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-10, in the amount of \$936,702 for Rosenberg Development Corporation professional service fees, purchase of water and replacement of a police vehicle.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds:

See Attached

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

MUD #: N/A

- Resolution No. R-1977

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

Budget Amendment 15-10, in the amount of \$936,702 for the following items:

- Increase to the RDC Outside Professional Services budget for additional legal and engineering services relative to the pending lawsuit and increased activity in development agreements.
- Addition of a line-item to purchase water in accordance with the Agreement between the City of Rosenberg and the Brazosport Water Authority.
- Increase the allocation for vehicles to include the purchase of a replacement vehicle for a Police Department vehicle that was wrecked.

Budget Amendment 15-10 is included as Exhibit "A" to Resolution No. R-1977. Staff recommends approval of Resolution No. R-1977 as presented.

RESOLUTION NO. R-1977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, BUDGET AMENDMENT 15-10 IN THE AMOUNT OF \$936,702 FOR ROSENBERG DEVELOPMENT CORPORATION PROFESSIONAL SERVICE FEES, PURCHASE OF WATER AND REPLACEMENT OF A POLICE VEHICLE.

* * * * *

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

Section 1. The City Council hereby authorizes Budget Amendment 15-10 (Amendment), in the amount of \$936,702 for Rosenberg Development Corporation professional service fees, purchase of water and replacement of a police vehicle. A copy of such Amendment is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Cynthia McConathy, **Mayor**



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
5	Resolution No. R-1970 - Bank Depository Services Contract Extension

ITEM/MOTION

Consideration of and action on Resolution No. R-1970, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Contract Extension, by and between the City and Amegy Bank of Texas, for the provision of banking services for a period of one (1) year, effective July 01, 2015, and ending June 30, 2016.

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

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

MUD #: N/A

1. Resolution No. R-1970
2. Resolution No. R-1162 – 06-15-10 – Document available in City Secretary’s Office
3. City Council Meeting Minute Excerpt – 06-15-10

APPROVALS

Submitted by:  Joyce Vasut Executive Director of Administrative Services	Reviewed by: <input type="checkbox"/> Exec. Dir. of Admin Services <input type="checkbox"/> Asst. City Manager of Public Services <input type="checkbox"/> City Attorney <input type="checkbox"/> City Engineer <input type="checkbox"/> (Other)	Approved for Submittal to City Council:  Robert Gracia City Manager
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EXECUTIVE SUMMARY

On June 15, 2010, City Council awarded the Bank Depository Service Contract (Contract) to Amegy Bank of Texas under Resolution No. R-1162, for a five (5) year term, effective July 1, 2010, and ending June 30, 2015, with an option to extend the Contract for one (1) additional year.

The City and Amegy Bank of Texas have had a good working relationship for the past five (5) years and staff recommends to extend the Contract for one additional year. In 2016, the Finance Department will be issuing a request for proposal for banking services.

Should City Council wish to review Resolution No. R-1162, the document will be made available in the City Secretary’s office in advance of the meeting.

The Contract Extension is attached as Exhibit “A” to Resolution No. R-1970. Staff recommends approval of Resolution No. R-1970 as presented.

RESOLUTION NO. R-1970

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND BEHALF OF THE CITY OF ROSENBERG, TEXAS, CONTRACT EXTENSION, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND AMEGY BANK OF TEXAS, FOR THE PROVISION OF BANKING SERVICES FOR A PERIOD OF ONE (1) YEAR, EFFECTIVE JULY 01, 2015, AND ENDING, JUNE 30, 2016.

* * * * *

WHEREAS, the City Council of the City of Rosenberg found it in the best interest of the City to approve Resolution No. R-1162 on June 15, 2010, for the provision of certain banking services by Amegy Bank of Texas; now, therefore,

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

Section 1. The City Manager is hereby authorized to execute, for and on behalf of the City of Rosenberg, Texas, a Contract Extension for Banking Services, by and between the City of Rosenberg, Texas, and Amegy Bank of Texas, for a period of one (1) year, effective July 01, 2015, and ending June 30, 2016.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Cynthia McConathy, **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 Amegy Bank of Texas, hereinafter called the "CONTRACTOR";

Whereas, on June 15, 2010, the City and the Contractor entered into a Contract for Bank Depository Services Contract hereinafter called the "CONTRACT", referenced by Resolution No. R-1162; and,

Whereas, under the provisions of Contract, the City may, at its sole discretion, renew the Contract 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 July 01, 2015 and expiring June 30, 2016

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 July 01, 2015, and expiring on June 30, 2016; and,
2. The initial Contract, with the exception of the current City of Rosenberg Investment Policy included as Appendix C, shall remain unchanged for the full term of this Contract Extension; 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 _____ 2015.

CITY OF ROSENBERG, TEXAS

ATTEST:

Robert Gracia, City Manager

Linda Cernosek, TRMC, City Secretary

CONTRACTOR:

AMEGY BANK OF TEXAS

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 **Bank Depository Services Contract (Contract)** (attached hereto) of **Amegy Bank of Texas, (Vendor)**. The Contract involved in this Rider is described as follows:

Bank Depository Services Contract

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

AMEGY BANK OF TEXAS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Key discussion points:

- Darren McCarthy, Parks and Recreation Director, read the executive summary regarding the proposed Rosenberg Development Corporation Park Improvements.

Action: Councilor Suter made a motion, seconded by Mayor Pro Tem Grigar to approve the proposed Rosenberg Development Corporation Park Improvements. The motion carried by a unanimous vote of those present.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1162, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEPOSITORY SERVICES CONTRACT SUBMITTED BY AMEGY BANK OF TEXAS; AND, AUTHORIZING THE EXECUTION OF APPROPRIATE DOCUMENTS IN ACCORDANCE WITH THAT AGREEMENT FOR THE PERIOD BEGINNING JULY 01, 2010, AND ENDING JUNE 30, 2015, WITH THE OPTION TO EXTEND THE AGREEMENT PERIOD FOR ONE (1) ADDITIONAL YEAR.**

Executive Summary: At the June 11, 2010 Finance/Audit Committee (Committee) Meeting, the four (4) bids that were received for the bank depository contract were reviewed and discussed. At that time, the focus was on the two (2) bids that were the most favorable for the City being Amegy Bank of Texas (Amegy) and Wells Fargo. It is the recommendation of the Committee and of staff to remain with the current vendor, Amegy, who was willing to work with us to allow a continuation of the relationship. The City has experienced a favorable relationship with this vendor over the life of the contract and based on the analysis performed, it is in the best interest of the City to remain with Amegy. Due to the document's size, Amegy's proposal will be available for review in the City Secretary's Office and will ultimately become Exhibit "A" to Resolution No. R-1162 should City Council approve same.

Staff recommends the approval of Resolution No. R-1162, a Resolution authorizing the City Manager to execute the Depository Services Contract submitted by Amegy Bank of Texas; and, authorizing the execution of appropriate documents in accordance with that agreement for the period beginning July 01, 2010, and ending June 30, 2015, with the option to extend the agreement period for one (1) additional year.

Key discussion points:

- Mindi Snyder, Finance Director, read the executive summary regarding Resolution No. R-1162.
- Councilor Segura asked how long we have been with Amegy. Mindi Snyder said since January 2000.
- Mayor Pro Tem Grigar said with a cost evaluation, it seems like Amegy Bank of Texas is a better scale.

Action: Mayor Pro Tem Grigar made a motion, seconded by Councilor Euton to approve Resolution No. R-1162, a Resolution authorizing the City Manager to execute the Depository Services Contract submitted by Amegy Bank of Texas; and, authorizing the execution of appropriate documents in accordance with that agreement for the period beginning July 01, 2010, and ending June 30, 2015, with the option to extend the agreement period for one (1) additional year. The motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1164, A RESOLUTION AMENDING THE INVESTMENT POLICY OF THE CITY OF ROSENBERG.**

Executive Summary: On June 01, 2010, the Finance/Audit Committee (Committee) reviewed the Investment Policy (Policy) as required within the Policy and it is being submitted to City Council for annual review as required by the Public Funds Investment Act. The Committee discussed the various changes noted by staff in the Policy and the changes were mainly due to title changes over the years that needed to be corrected for consistency and the removal of Student Loan Marketing Association "Sallie Mae" as an allowable investment. Additionally, Wells Fargo was added to the list of Broker/Dealers to broaden the options available when trying to obtain three (3) quotes. Staff and Committee members recommend the approval of Resolution No. R-1164 as presented.

Key discussion points:

- Mindi Snyder, Finance Director, read the executive summary regarding Resolution No. R-1164.
- Mayor Pro Tem Grigar referenced 5.3, Page 4 regarding "Training of Investment Officers". Is that



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
6	Resolution No. R-1975 - Interlocal Agreement with Fort Bend County Regarding Airport Avenue Improvements (Louise Street to Graeber Road)

ITEM/MOTION

Consideration of and action on Resolution No. R-1975, a Resolution authorizing the Mayor to execute, for and on behalf of the City, an Interlocal Agreement for Reconstruction of Airport Avenue from Louise Street to Graeber Road (2013 Mobility Bond Project No. 13103), by and between the City and Fort Bend County.

FINANCIAL SUMMARY

ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

- 422-0000-550-7031
- 434-0000-550-7031
- 424-0000-550-7031 (CP1502)

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

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1975
2. FY2015 Capital Improvement Project – Airport Avenue Phase II Project Summary

APPROVALS

Submitted by:

John Maresh
Assistant City Manager of
Public Services

Reviewed by:

- Exec. Director of Admin. Services
- Asst. City Manager of Public Services
- City Attorney *DNRBHZ/rl*
- City Engineer
- Project Director *mjp*

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

In 2013, the citizens of Fort Bend County approved mobility project bonds for certain infrastructure improvements within Fort Bend County. The City of Rosenberg was allocated \$2,200,000 or fifty percent (50%) of construction costs (whichever amount is the lesser) for improvements to Airport Avenue – Phase II (Louise Street to Graeber Road). Fort Bend County has provided the attached Interlocal Agreement to formalize the funding allocation.

The improvements will continue to transform the existing two-lane asphalt road with open ditches into a three-lane concrete curb and gutter roadway with a continuous center left turn lane, sidewalk and underground storm drainage system. Water and sanitary sewer lines will also be replaced as required. The construction cost is currently estimated at \$4.3 million. The City of Rosenberg 2014A Certificates of Obligation allocated \$2,300,000 toward the engineering and construction costs. A copy of the FY2015 Capital Improvement Project – Airport Avenue Phase II Project Summary is attached.

Staff recommends approval of Resolution No. R-1975, a Resolution authorizing the Mayor to execute the Interlocal Agreement regarding the allocation of 2013 Fort Bend County mobility project funds for improvements to Airport Avenue (Louise Street to Graeber Road). The Agreement will serve as Exhibit "A" to Resolution No. R-1975.

RESOLUTION NO. R-1975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN INTERLOCAL AGREEMENT FOR RECONSTRUCTION OF AIRPORT AVENUE FROM LOUISE STREET TO GRAEBER ROAD (2013 MOBILITY BOND PROJECT NO. 13103), BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND FORT BEND COUNTY.

* * * * *

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 an Interlocal Agreement for Reconstruction of Airport Avenue from Louise Street to Graeber Road (2013 Mobility Bond Project No. 13103) (Agreement), by and between the City of Rosenberg, Texas, and Fort Bend County.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

Cynthia McConathy, **MAYOR**

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

INTERLOCAL AGREEMENT
FOR RECONSTRUCTION OF AIRPORT AVENUE
FROM LOUISE STREET TO GRAEBER ROAD
2013 MOBILITY BOND PROJECT NO. 13103

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Rosenberg, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, (“City”), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, (“County”).

RECITALS

WHEREAS, in 2013 the citizens of Fort Bend County voted to approve the issuance of general obligation bonds that allows the County to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities (“Mobility Projects”) that are funded in part by the state or federal government; and

WHEREAS, the project contemplated in this Agreement is the street or road improvements for the reconstruction of Airport Avenue (Louise Street to Graeber Road), hereinafter referred to as the “Project;” and,

WHEREAS, construction of the Project will improve traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, it is agreed as follows:

I.
DEFINITIONS

- A. **City** means the City of Rosenberg, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means street or road improvements for the reconstruction of Airport Avenue (Louise Street to Graeber Road) to be completed in phases.

II.
INCORPORATION OF RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

III.
COUNTY RIGHTS AND OBLIGATIONS

- A. During the work on the Project, County shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, County shall not interfere with the work in progress. Any deficiencies noted by County shall be brought to the attention of City and the deficiencies shall be promptly addressed by City.
- B. County shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by County shall be promptly addressed by City.
- C. The County's sole obligation under this Agreement is to provide the funding for Project to the City as specified in this Section. The County agrees to pay the City an amount equal to the lesser of the following:
 - (1) Fifty Percent (50%) of construction costs; or
 - (2) \$2,200,000
- D. Subject to the provisions of Section III. C. above, the County shall provide funding as described in Section III. C. from the 2013 General Obligation Bonds for mobility projects.
- E. The County is not obligated to expend any further funds above \$2,200,000 on the Project from the 2013 General Obligation Bonds or any other sources of funding.

F. The County will forward the lesser amount as detailed in paragraph III. C., above to the City upon the City's receipt of bids for construction of the Project. The City will forward to the County a request for payment that includes sufficient detail for the County to determine whether the City has solicited construction bids and the City is in receipt of all bids for evaluation for the Project. The County will forward payment to the City within 30 days of receipt of the proper request from the City, with sufficient details regarding the solicitation of construction bids.

G. At all times during construction of the Project, County shall have full access to all of City's records and documentation pertaining to the Project.

IV. **CITY OBLIGATIONS**

A. The City is responsible for managing the design and overseeing the construction and completion of the Project and complying with the applicable state and federal laws.

B. In the event the City determines the Project lacks feasibility or for any other reason elects to forego its construction, the City shall provide written notice to the County of its decision to forego construction and, refund all amounts provided by County upon thirty (30) days of said notice to the County.

C. The City shall submit reports to the County describing in sufficient detail the progress of the Project. These reports shall be submitted to County when the Project is 50% complete, 90% complete and 100% complete. Reports received by the City from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the City has reviewed such reports and confirmed accuracy of the contractor's report.

D. The City will submit the plans for the Project to the County Engineer for review in accordance with the 2013 General Obligation Bond requirements for the Project. During the work on the Project, the County may review the documents, maps, plats, records, photographs, reports, and drawings pertaining to the Project and may inspect the work in progress, provided that it does not interfere with the work.

E. Upon completion of the Project, but no later than 60 days after, the City will furnish the County with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project as constructed. The County Auditor may review the City's records regarding this Project.

F. If, after completion of Project and the City's receipt of the funds as stated in Section III, there are funds remaining and/or savings from Project, City shall return such funds to County within 30 days of County acceptance of full accounting required in Section IV.E. above.

V. **LIABILITY**

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

VI.

MAINTENANCE

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

VII. LIMIT OF APPROPRIATION

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of Fifty Percent (50%) of construction costs or \$2,200,000, **WHICHEVER AMOUNT IS LESS**, specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed the sum of Fifty Percent (50%) of construction costs or \$2,200,000, **WHICHEVER AMOUNT IS LESS**.

VIII. INSURANCE REQUIREMENTS

City agrees that it will require Contractor's insurance policies name County as well as City as additional insureds on all policies, including, but without limitation, Worker's Compensation and Employer's Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automatic Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

D. City may require insurance in excess of the amount of coverage set out above, as it deems necessary, in such cases County shall remain an additional insured. City will provide County with proof of insurance within 30 days of City's award of the contract for the Project construction.

IX. ASSIGNMENT

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

X.
NO THIRD PARTY BENEFICIARIES

The parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

XI.
NOTICES

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

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

Fort Bend County
Attn: Robert E. Hebert, County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Dept.
Attn: Richard Stolleis, P.E., County Engineer
301 Jackson Street
Richmond, Texas 77469

XII.
ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all parties hereto.

XIII.
EXECUTION

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY, TEXAS

CITY OF ROSENBERG

Robert E. Hebert, County Judge

Cynthia McConathy, Mayor

Date _____

Date: _____

ATTEST:

ATTEST:

Laura Richard, County Clerk

Linda Cernosek, City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,200,000 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant,
Fort Bend County Auditor

MDS

Streets and Drainage Projects Summary

Project Title: Airport Avenue Project - Phase Two

Project Number: CP1502

Bid Award: N/A

Department: Public Works

Staff: Assistant City Manager
Project Director

Engineer: Costello, Inc.

Contractor: N/A

Cost Estimate: \$4,422,400

Authorized Funding:

CO 2013 Bond Funds (Fund 422)	\$380,000
2013 County Mobility Funds (Fund 434)	<u>\$2,200,000</u>
Total	<u>\$2,580,000</u>

Council Approval Date: N/A

Election District: District 4

Project Summary: Phase One of the project reconstructed Airport Avenue from two (2) lanes with open roadside ditches into a three-lane concrete roadway with a continuous center left turn lane, concrete curb and gutter, sidewalk, and underground storm drainage system. Phase One was from FM 2218 to Graeber Road.

Phase Two includes reconstructing Airport Avenue from Graeber Road to Louise Street.

Supporting Documentation: Resolution No. R-1867



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
7	Resolution No. R-1979 – Road Improvement Agreement with LGI Homes

ITEM/MOTION

Consideration of and action on Resolution No. R-1979, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Amended and Restated Road Improvement Agreement, by and between the City and LGI Homes - Texas, LLC.

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

SUPPORTING DOCUMENTS:

1. Resolution No. R-1979
2. Resolution No. R-1762 – 03-04-14
3. City Council Meeting Minute Excerpt – 03-04-14

MUD #: 147 (Trails at Seabourne Parke)

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
<i>Travis Tanner</i>	<input type="checkbox"/> Exec. Dir. of Administrative Services	<i>Robert Gracia</i>
Travis Tanner, AICP, Executive Director of Community Development	<input checked="" type="checkbox"/> Asst. City Manager of Public Services <i>g.m.</i>	Robert Gracia City Manager
	<input checked="" type="checkbox"/> City Attorney <i>DNRBHZ/rl</i>	
	<input checked="" type="checkbox"/> City Engineer <i>OK</i>	
	<input type="checkbox"/> Exec. Dir. of Community Development	

EXECUTIVE SUMMARY

LGI Homes is the current owner and developer of the remaining undeveloped property in the Trails at Seabourne Parke. Per Resolution No. R-1762, approved on March 04, 2014, they have assumed from the previous developer all rights and responsibilities under the Water Supply and Wastewater Services Contract for Fort Bend County Municipal Utility District No. 147, dated April 20, 2004.

The development is generally located south of J. Meyer Road between State Highway 36 and FM 2218. Recordation of plats in the development last occurred in 2005. They are currently building on existing lots platted by the previous developer and are requesting to plat additional lots on which to build.

Prior to the current developer, development of the property was subject to the provisions of a "Road Improvement Agreement" dated November 27, 2007. Because that Agreement no longer accurately represents the conditions of J. Meyer Road, the Agreement must be amended before any additional sections are developed. The Acknowledgement and Assignment of Rights (Resolution No. R-1762) addressed this issue, hence the proposed modified Agreement. This Agreement is needed before the Final Plat of the Trails at Seabourne Parke Section Two can be approved.

The proposed Agreement generally provides for the following improvements to be made by the developer to J. Meyer Road:

- Remove and replace failed pavement/base areas
- Widening of pavement to provide left turn lanes at Silver Stone Lane and Park Thicket Lane
- Overlay the entire widened road section for the defined limits of work

- Restripe the road and replace existing signage
- Reconnect all existing road and driveways to the new road
- Make drainage modifications as necessary

This Agreement, attached to Resolution No. R-1979 as Exhibit "A", has been reviewed by the City Attorney and by the City Engineer, and the proposed improvements have been found to be sufficient to facilitate future development of the property. Therefore staff recommends approval of Resolution No. R-1979.

RESOLUTION NO. R-1979

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 AMENDED AND RESTATED ROAD IMPROVEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND LGI HOMES - TEXAS, LLC.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby authorizes the City Manager to execute an Amended and Restated Road Improvement Agreement (Agreement) by and between the City and LGI Homes - Texas, LLC.

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

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

Cynthia McConathy, **MAYOR**

**AMENDED AND RESTATED ROAD IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND
LGI HOMES- TEXAS, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This Amended and Restated Road Improvement Agreement (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2015, by and among the City of Rosenberg, Texas (the “**City**”), and LGI Homes – Texas, LLC, a Texas limited liability company (the “**Developer**”).

WHEREAS, the Developer is the owner of certain tracts of land within the corporate limits of the City, located adjacent to J. Meyer Road, as generally depicted on a map or plat thereof, attached hereto as Exhibit “A” (the “**LGI Land**”), and is developing on such LGI Land, as additional phases of a residential development known as “Trails at Seabourne Parke” (the “**Subdivision**”), and

WHEREAS, in connection with its acquisition of the LGI Land by Developer, Developer entered into that certain Acknowledgement and Assignment of Rights pursuant to Water Supply and Wastewater Services Contract dated March 4, 2014 (the “**Assignment Agreement**”), whereby, among other things, Developer assumed all of the obligations of Obra Homes, Inc., a Texas corporation (the “**Original Developer**”) under the terms of that certain Road Improvement Agreement dated November 27, 2007, by and between the City and Original Developer (the “**Original Agreement**”), and

WHEREAS, the Developer and the City recognize and agree that the Original Improvement Agreement does not accurately represent the conditions of J. Meyer Road as of the date hereof, and the proposed improvements and parties identified within the Original Agreement must be modified and amended and restated in their entirety.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereafter set forth the Developer and the City hereby acknowledge and agree that the Original Agreement is hereby modified, amended and restated in its entirety and superseded by the terms of this Agreement, as follows:

1.
Project

1.01 The City and the Developer agrees that the Developer shall construct and install, or cause to be constructed and installed, certain road and paving improvements to the public right-of-way known as “J. Meyer Road” from the west property line of the LGI Land to the east property line of the LGI Land (the “**Road Improvements**”), as such Road Improvements are more specifically described and/or depicted on the plans and specification attached hereto as Exhibit “B” and incorporated herein by reference (the “**Road Improvements Plans**”). The estimated

costs of the Road Improvements are identified and described in Exhibit “C” attached hereto and incorporated herein by reference (the “**Road Improvements Budget**”).

2.

Developer's Obligations

2.01 The Developer agrees to construct or cause the construction of the Road Improvements substantially in accordance with the Road Improvements Plans. The Developer shall also be responsible for the removal, repair, and improvement of all existing pavement failures on J. Meyer Road to the extent within or part of the Road Improvements described herein, as may be reasonably necessary in connection with Developer’s completion of the Road Improvements pursuant to the Road Improvements Plans. The Developer shall complete or cause the completion of the Road Improvements pursuant to this Agreement on or before the date which is one (1) year after the date of this Agreement, subject to Force Majeure Delays (as defined below) (the “**Completion Deadline**”), and such completion shall be a condition to the issuance of building permits to Developer for homes to be constructed within Section Two of the Subdivision.

2.02 The City and Developer hereby acknowledge and agree that the Road Improvements Plans have been approved by City Engineer and any and all other applicable City authorities. No material change in the Road Improvements Plans shall be made by the Developer without the prior written approval of the City Engineer.

2.03 The Developer shall contract with a qualified contractor to construct the Road Improvements in accordance with the Road Improvements Plans. The entire cost of the construction of the Road Improvements shall be the responsibility and obligation of the Developer and the Developer shall make all payments due to any contractor(s) performing work to construct or install the Road Improvements in a timely manner.

2.04 Any contractor retained by the Developer shall provide faithful performance, payment, and maintenance bonds naming Developer as “obligee” for construction of the Road Improvements to ensure completion, and Developer shall provide copies of such bonds to the City. The bonds must be executed by a corporate surety and include terms acceptable to Developer.

2.05 The City Engineer shall periodically inspect the construction of the Road Improvements in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements, pursuant to the City of Rosenberg’s ordinances in effect as of the date of commencement of construction of the Road Improvements.

2.06 Upon completion of the Road Improvements, the Developer shall convey such Road Improvements to the City, subject to its acceptance, and the City shall, thereafter, be responsible for the operation and maintenance of the Road Improvements. The Developer shall cause any construction contract warranty or warranties obtained from the contractor completing such Road Improvements on behalf of Developer to be assigned to the City and/or cause the City to be added as an additional “obligee” on any maintenance bonds for the Road Improvements, which warranty(ies) and/or maintenance bonds shall be for a period of at least one (1) year after final completion of such Road Improvements.

2.07 The Contractor that is awarded the contract to construct the Road Improvements shall be required to carry Workers' Compensation Insurance on its employees and public liability and property damage insurance on its equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000) per person and two million dollars (\$2,000,000) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000), and otherwise meet the minimum insurance requirements of the City. In addition, the City shall be furnished with Certificates of Insurance, shall be named as an additional named insured on all such Certificates, and the insurer under such policies shall endeavor to provide the City with at least thirty (30) days' notice of cancellation of any such insurance.

2.08 The Developer agrees to protect, indemnify, and save the City harmless for and against all claims, demands, and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by the Developer or the Developer's agents, representatives, employees, contractors, or subcontractors.

2.09 If the Developer is delayed in the construction of the Road Improvements, or any portion thereof, or in the performance of any other obligations of Developer hereunder, due to any event or occurrence of Force Majeure (as defined below) (such delays being herein referred to as "**Force Majeure Delays**"), then the period for the completion of such construction or satisfaction of such other obligations hereunder shall be extended by the number of days equivalent to the number of days of such Force Majeure Delays. For purposes of this Agreement, "**Force Majeure**" shall mean the occurrence of any event beyond the reasonable control of the Developer which results in a delay in the construction of the Road Improvements, or any portion thereof, or in the performance of any other obligations of Developer hereunder, including, without limitation, riots, strikes or lockouts; labor, fuel or materials shortages; acts of terrorism, war or hostilities; acts of God; inclement weather; governmental actions or inactions, regulations, or legal requirements; the discovery of any caves, sinkholes, endangered species or other environmental conditions subject to regulation by the Texas Commission on Environmental Quality, U.S. Fish & Wildlife Agency, or other applicable governmental agencies; fire or other casualty.

3.

Miscellaneous Provisions

3.01 This Agreement shall bind and benefit the respective parties hereto and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other parties.

3.02 Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the parties.

3.03 This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.

3.04 The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

3.05 This Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes the Original Agreement, as modified or amended by the Assignment Agreement, and any and all other prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

3.06 The City does not waive any statutory or common law right to sovereign immunity by virtue of its execution of this Agreement.

3.07 All exhibits attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

3.08 This Agreement shall be performable and enforceable in Fort Bend County, Texas, and shall be construed in accordance with the laws of the State of Texas.

3.09 If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired, or affected.

3.10 Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile transmission; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:	If to Developer:
City of Rosenberg 2110 4th Street Rosenberg, Texas 77471 Attn: City Manager	LGI Homes – Texas, LLC 1450 Lake Robbins Drive, Suite 430 The Woodlands, Texas 77380 Attn: Jack Lipar, Executive Vice President

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

CITY:

CITY OF ROSENBERG, TEXAS

[SEAL]

ATTEST:

By: _____
Printed Name: _____
Title: City Manager

Printed Name: _____
Title: City Secretary

DEVELOPER:

LGI HOMES –TEXAS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LGI LAND

Being a tract containing 87.141 acres of land, located in the G.M. Stone 1/3 League, Abstract 312, in Fort Bend County, Texas; Said 87.141 acre tract being a portion of a call 87.836 acre tract recorded in the name of 18 Reddy-Patel, LLC in File Number 2008116310 of the Official Records of Fort Bend County (O.R.F.B.C), **SAVE AND EXCEPT** a call 0.115 acre tract recorded in the name of Julie Cuenod in Number 2012120386 of the O.R.F.B.C.; Said 87.141 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Beginning at a 5/8-inch iron rod with LJA cap found at the northeasterly corner of The Trails at Seabourne Parke, Section One, a subdivision recorded in Plat Number 20050152 of the Fort Bend County Plat Records (F.B.C.P.R.) and being on the southerly Right-of-Way (R.O.W.) line of Meyer Road (80-foot wide), from which the northwesterly corner of said The Trails at Seabourne Park, Section One and the northeasterly corner of a call 10.0 acre tract recorded in the name of Lamar Consolidated Independent School District in Volume 1308, Page 388 of the O.R.F.B.C. bears South 86 degrees 56 minutes 50 seconds West, a distance of 1597.08 feet;

Thence, with said southerly R.O.W. line, North 86 degrees 56 minutes 50 seconds East, a distance of 982.88 feet to the centerline of Seabourne Creek;

Thence, with said centerline, the following five (5) courses:

- 1) South 23 degrees 41 minutes 29 seconds West, a distance of 113.15 feet;
- 2) South 27 degrees 28 minutes 00 seconds West, a distance of 99.20 feet;
- 3) South 28 degrees 05 minutes 46 seconds West, a distance of 302.37 feet;
- 4) 312.71 feet along the arc of a curve to the left, said curve having a radius of 900.00 feet, a central angle of 19 degrees 54 minutes 28 seconds and a chord that bears South 17 degrees 09 minutes 44 seconds West, a distance of 311.14 feet;
- 5) South 07 degrees 12 minutes 30 seconds West, a distance of 188.18 feet to the southwesterly corner of a call 1.143 acre tract recorded in the name of Israel Perez in File Number 2005065984 of the O.R.F.B.C.;

Thence, with the southerly line of said 1.143 acre tract and the southerly line of a call 5.236 acre tract recorded in the name of Robert Chalupa in File Number 1960075016 of the O.R.F.B.C., North 86 degrees 10 minutes 22 seconds East, a distance of 772.13 feet to a 5/8-inch iron rod set at the northwesterly corner of a call 5.0888 acre tract recorded in the name of A.J. Holdings in File Number 2007117773 of the O.R.F.B.C.;

Thence, with the westerly line of said 5.0888 acres, the westerly line of a call 2.3827 acre tract recorded in the name of Robert Duran in Volume 2700, Page 1841 of the O.R.F.B.C. and the westerly line of a

call 2.33 acre tract recorded in the name of Blas Rodriguez in File Number 1956127049 of the O.R.F.B.C., South 03 degrees 29 minutes 14 seconds East, a distance of 836.45 feet to a 1-inch iron pipe found at the southwest corner of said 2.33 acre tract and on the northerly line of a call 105.216 acre tract recorded in the name of Wayne L. Rea III, et al in File Number 2006036611 of the O.R.F.B.C.;

Thence, with said northerly line and the northerly line of a call 51.76 acre tract recorded in the name of Theodore Janczak in File Number 1946313004 of the O.R.F.B.C., South 86 degrees 56 minutes 35 seconds West, a distance of 3559.00 feet to a 5/8-inch iron rod with LJA cap found at the southeast corner of a call 4.43 acre tract recorded in the name of Johnnie Kujawa, et ux in Volume 470, Page 575 of the O.R.F.B.C.;

Thence, North 02 degrees 46 minutes 35 seconds West, at a distance of 307.22 feet pass a 60d nail found at the northeast corner of said 4.43 acre tract and the southeast corner of a call 5 acre tract recorded in the name of Louis Vacek in Volume 484, Page 115 of the O.R.F.B.C., at a distance of 607.01 feet pass a 1-inch iron pipe found at the northeast corner of said 5 acre tract and the southeast corner of a call 8.63 acre tract recorded in the name of Sebesta Farms, LLC in File Number 2002098337 of the O.R.F.B.C., in all, a distance of 911.54 feet to a 5/8-inch iron rod found at the southwest corner of a call 0.116 acre tract recorded in the name of Obra Homes, Inc. in File Number 2006071534 of the O.R.F.B.C.;

Thence, with the southerly line of said 0.116 acre tract and the southerly lines of two call 0.115 acre tracts recorded in the name of Obra Homes, Inc. in File Numbers 2006071532 and 2006076062 of the O.R.F.B.C., respectively, and the southerly lines of two call 0.115 acre tracts recorded in the name of Elan Development, L.P. in File Numbers 2003152400 and 2003149530, respectively, North 86 degrees 49 minutes 53 seconds East, a distance of 250.68 feet to a 5/8-inch iron rod with Terra cap found;

Thence, North 03 degrees 10 minutes 07 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with Terra cap found on the southerly line of the aforesaid 10.0 acre tract;

Thence, with said southerly line, North 86 degrees 51 minutes 38 seconds East, a distance of 341.21 feet to a 5/8-inch iron rod with LJA cap found in the westerly line of aforesaid The Trails at Seabourne Park, Section One;

Thence, with the westerly, southerly and easterly lines of said The Trails at Seabourne Park, the following twenty-eight (28) courses:

- 1) South 78 degrees 44 minutes 13 seconds East, a distance of 23.64 feet to a 5/8-inch iron rod set;
- 2) South 03 degrees 03 minutes 59 seconds East, a distance of 120.00 feet to a 5/8-inch iron rod with LJA cap found;
- 3) South 86 degrees 56 minutes 01 second West, a distance of 10.00 feet to a 5/8-inch iron rod with LJA cap found;

- 4) South 03 degrees 03 minutes 59 seconds East, a distance of 231.03 feet to a 5/8-inch iron rod with LJA cap found;
- 5) North 86 degrees 56 minutes 01 second East, a distance of 120.00 feet to a 5/8-inch iron rod with LJA cap found;
- 6) South 03 degrees 03 minutes 59 seconds East, a distance of 38.97 feet to a 5/8-inch iron rod with LJA cap found;
- 7) North 86 degrees 56 minutes 01 seconds East, a distance of 180.00 feet to a 5/8-inch iron rod with LJA cap found;
- 8) South 03 degrees 03 minutes 59 seconds East, a distance of 2.22 feet to a 5/8-inch iron rod with LJA cap found;
- 9) North 86 degrees 56 minutes 01 second East, a distance of 120.00 feet to a 5/8-inch iron rod with LJA cap found;
- 10) South 03 degrees 03 minutes 59 seconds East, a distance of 4.61 feet to a 5/8-inch iron rod with LJA cap found;
- 11) North 86 degrees 56 minutes 01 second East, a distance of 172.00 feet to a 5/8-inch iron rod with LJA cap found;
- 12) North 00 degrees 18 minutes 13 seconds East, a distance of 55.29 feet to a 5/8-inch iron rod with LJA cap found;
- 13) North 41 degrees 56 minutes 01 second East, a distance of 14.14 feet to a 5/8-inch iron rod with LJA cap found;
- 14) North 03 degrees 03 minutes 59 seconds West, a distance of 45.72 feet to a 5/8-inch iron rod with LJA cap found;
- 15) North 81 degrees 24 minutes 30 seconds East, a distance of 106.84 feet to a 5/8-inch iron rod with LJA cap found;
- 16) North 85 degrees 34 minutes 05 seconds East, a distance of 97.92 feet to a 5/8-inch iron rod set;
- 17) North 86 degrees 56 minutes 01 second East, a distance of 400.00 feet to a 5/8-inch iron rod with LJA cap found;
- 18) North 03 degrees 03 minutes 59 second West, a distance of 125.00 feet to a 5/8-inch iron rod with LJA cap found;
- 19) North 86 degrees 56 minutes 01 second East, a distance of 5.42 feet to a 5/8-inch iron rod with LJA cap found;
- 20) North 03 degrees 03 minutes 10 seconds West, a distance of 679.98 feet to a 5/8-inch iron rod set;

- 21) North 86 degrees 56 minutes 50 seconds East, a distance of 95.00 feet to a 5/8-inch iron rod found;
- 22) 39.28 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 54 seconds and a chord that bears South 48 degrees 03 minutes 10 seconds East, a distance of 35.36 feet to a 5/8-inch iron rod found;
- 23) North 86 degrees 56 minutes 50 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod found;
- 24) 39.28 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 54 seconds and a chord that bears North 41 degrees 56 minutes 50 seconds East, a distance of 35.36 feet to a 5/8-inch iron rod found;
- 25) North 86 degrees 56 minutes 50 seconds East, a distance of 157.52 feet to a 5/8-inch iron rod found;
- 26) North 03 degrees 03 minutes 10 seconds West, a distance of 175.00 feet to a 5/8-inch iron rod found;
- 27) North 41 degrees 56 minutes 50 seconds East, a distance of 14.14 feet to a 5/8-inch iron rod with LJA cap found;
- 28) North 03 degrees 03 minutes 10 seconds West, a distance of 25.00 feet to the **Point of Beginning** and containing 87.141 acres of land.

[DEPICTION OF THE LGI LAND FOLLOWS THIS PAGE]

EXHIBIT “B”

ROAD IMPROVEMENTS PLANS

[see attached]

PAVING CONSTRUCTION NOTES

- PAVING SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF ROSENBERG'S, DEPARTMENT OF ENGINEERING "DESIGN CRITERIA MANUAL" AND/OR AMENDMENTS OF THE SAME. ALL PAVEMENT CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF ROSENBERG DETAILS.
- ALL ROAD WIDTHS, CURB RADI AND CURVE ALIGNMENT SHOWN INDICATES BACK OF CURB. TP INDICATES TOP OF CURB ELEVATION AND TP INDICATES TOP OF PAVEMENT ELEVATION.
- CURB RADI AT STREET INTERSECTION TO BE 25'-FEET WITH A MINIMUM 1-PERCENT GRADE, UNLESS OTHERWISE NOTED. FOR MACHINE-LAID CURB, OMT MORTAR FINISH, BUT MAINTAIN SAME OUTSIDE DIMENSIONS.
- CONTRACTOR SHALL USE CONTINUOUS LONGITUDINAL REINFORCING BAR FOR 6-INCH CURB, AND 4-INCH BY 12-INCH CURB.
- ALL CONCRETE PAVEMENT SHALL BE 5.5-SACK MIX. REINFORCING STEEL TO CONFORM TO ASTM A615, GRADE 60. PROVIDE MINIMUM 30 BAR DIAMETER LAPS.
- SUBGRADE STABILIZATION SHALL BE LIME MIXTURE AT A RATE AS ESTABLISHED BY LABORATORY TESTING OF SUBGRADE MATERIAL.
- WHERE PROPOSED PAVEMENT IS TO MATCH EXISTING PAVEMENT, EXISTING REBARS OR DOWELS PROJECTING FROM EXISTING PAVEMENT TO BE CLEARED AND TIED INTO PROPOSED PAVEMENT. IF NO REINFORCING STEEL EXIST, USE HORIZONTAL DOWELS. HORIZONTAL DOWELS SHALL BE #6 BARS, 24-INCHES LONG, DRILLED AND EMBEDDED 8-INCHES INTO THE CENTER OF THE EXISTING SLAB WITH "PO ROD" OR EQUAL AT 18-INCHES CENTER TO CENTER. REMOVE EXISTING BARRICADES.
- WHERE PROPOSED PAVEMENT ENDS AT A CONSTRUCTION JOINT, EXTEND RE-BARS 15-INCHES, COAT WITH ASPHALT AND WRAP WITH BURLAP. AT EXPANSION JOINTS, EXTEND DOWELS 9-INCHES, COAT AND WRAP SAME AS CONSTRUCTION JOINTS.
- TRANSVERSE EXPANSION JOINTS SHALL BE INSTALLED AT ALL ROAD RETURNS AND AT MAXIMUM SPACING OF 80-FOOT INTERVALS. LOAD TRANSMISSION UNITS TO BE SPACED AT 12-INCHES ON CENTER. DO NOT LOCATE TRANSVERSE EXPANSION JOINTS WITHIN DEPRESSIONS FOR INLETS.
- LONGITUDINAL JOINTS SHALL BE INSTALLED AS SHOWN ON CITY OF ROSENBERG DETAIL P-106 SUBGRADING PAVEMENT STANDARD DETAIL SHEET. MAXIMUM SPACING BETWEEN JOINTS NOT TO EXCEED 15'-FEET. DEFORMED METAL STRIP SHALL BE INSTALLED 1/4-INCH BELOW FINISHED TOP OF PAVEMENT.
- GUIDELINES SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE OBSERVED. SIGNS SHALL BE INSTALLED AS SHOWN ON PAVING LAYOUT.
- STREET NAME SIGNS SHALL BE STANDARD CITY OF ROSENBERG SIGNS AND INSTALLED BY CONTRACTOR. CONTRACTOR SHALL VERIFY STREET NAMES WITH APPROVED PLAT. ALL SIGNS SHALL BE HIGH INTENSITY REFLECTIVE ALUMINUM AS SHOWN ON SHEET 2B OF 2B.
- ALL PAINT STRIPING SHALL BE THERMAL REFLECTORIZED STRIPING. PRIOR TO THE PLACEMENT OF THERMAL STRIPING THE ROADWAY SHALL BE (1) SURFACE PREPPED IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 679 AND (2) PRIMED AND SEALED IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 686.
- ONE BLUE DOUBLE REFLECTORIZED MARKER SHALL BE INSTALLED AT EACH FLUSHING VALVE LOCATION. PLACE MARKER 6-INCHES OFF CENTERLINE OF PAVEMENT ON FLUSHING VALVE SIDE.
- STANDARD TYPE II BARRICADES SHALL BE PERMANENTLY INSTALLED BY THE DEVELOPER AT THE END OF ALL DEAD-END STREETS NOT TERMINATING IN A CUL-DE-SAC, AND ALL TURNOUTS. THESE BARRICADES SHALL MEET AT LEAST THE MINIMUM REQUIREMENTS OF THE TMCUC.
- STRONG LEVEL LINES ON FORMS NOT TO EXCEED 20 FEET.
- ALL SAWCUTS MADE INTO THE EXISTING CONCRETE PAVEMENT SHALL BE COMPLETELY THROUGH TO THE SUBGRADE.
- IN ALL CUL-DE-SACS THE CONTRACTOR IS TO PROVIDE CONTROL JOINTS TO PREVENT CRACKING.
- A ONE YEAR WARRANTY INSPECTION WILL BE HELD SIX (6) WEEKS PRIOR TO THE DATE OF CITY ACCEPTANCE.

GENERAL CONSTRUCTION NOTES

- SURFACE RESTORATION: AT THE END OF ALL CONSTRUCTION PROJECTS, THE CONTRACTOR SHALL RESTORE EXISTING FACILITY (I.E. PROPERTY) EQUAL TO OR BETTER THAN EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR FOR EXCAVATION, INSTALLATION, BACKFILLING OF WATER AND/OR SEWER MAINS AND RELATED APPURTENANCES AS SHOWN ON THE PLANS AND/OR DESCRIBED IN THE SPECIAL PROVISIONS.
- THE LOADING AND UNLOADING OF ALL PIPE, VALVES, HYDRANTS, MANHOLES, AND OTHER ACCESSORIES SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL AT ALL TIMES BE PERFORMED WITH CARE TO AVOID ANY DAMAGE TO THE MATERIAL. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR MATERIALS AND EQUIPMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFEGUARDING AND PROTECTING ALL MATERIAL AND EQUIPMENT STORED ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STORAGE OF MATERIALS IN A SAFE AND WORKMANLIKE MANNER TO PREVENT INJURIES, DURING AND AFTER WORKING HOURS, UNTIL PROJECT COMPLETION.
- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, 1982, AND TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 1980 AND ANY REVISIONS THERETO.
- CONTRACTOR SHALL PROVIDE SHEETING, SHORING AND BRACING AS NECESSARY TO PROTECT WORKMEN AND EXISTING UTILITIES DURING ALL PHASES OF CONSTRUCTION, AS PER OSHA REQUIREMENTS.
- ALL TESTING PROCEDURES USED ON THIS PROJECT SHALL CONFORM TO THE CITY OF ROSENBERG STANDARDS. THE INITIAL TESTING EXPENSE SHALL BE BORNE BY THE OWNER, IF ANY OF THE TEST RESULTS DO NOT MEET THE TESTING STANDARDS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REMOVE OR REPLACE SUCH MATERIAL SO THAT THE TESTING STANDARDS CAN BE MET. ADDITIONAL TESTING TO COMPLY WITH THESE STANDARDS SHALL BE AT THE CONTRACTORS EXPENSE.
- ALL FINISHED GRADES SHALL VARY UNIFORMLY BETWEEN FINISHED ELEVATIONS.
- CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL "POINTS OF CROSSING" TO DETERMINE IF CONFLICTS EXIST BEFORE COMMENCING ANY CONSTRUCTION. NOTIFY THE ENGINEER AT ONE OF ANY CONFLICT.
- TOP OF FOUNDATION (SLAB) SHALL BE A MINIMUM OF (18") EIGHTEEN INCHES ABOVE TOP OF CURB AND/OR (18") EIGHTEEN INCHES ABOVE NATURAL GROUND OR (1') ONE FOOT ABOVE 100 YEAR FLOOD ELEVATION, WHICHEVER IS HIGHER.
- ALL FINISHED GRADES ARE TO CONFORM TO A MINIMUM SLOPE OF (6") SIX INCHES PER (100') ONE HUNDRED FEET. DRAINAGE IS DEPICTED BY ARROWS.
- THE CONTRACTOR SHALL NOT UNLOAD ANY TRACK-TYPE CONSTRUCTION MACHINERY ON ANY EXISTING PAVEMENT OR CROSS OVER ANY EXISTING PAVEMENT OR CURB DURING ANY PROJECT.
- IT IS PERMISSIBLE TO USE A BACKHOE FOR TRENCH EXCAVATION IN LIEU OF A TRENCHING MACHINE.
- CONTRACTOR SHALL NOTIFY CITY OF ROSENBERG PUBLIC WORKS DEPARTMENT AT (832) 595-3500, AND THE CITY ENGINEER AT (281) 342-2033 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL NOTIFY CITY OF ROSENBERG PUBLIC WORKS DEPARTMENT AT (832) 595-3500, AND THE CITY ENGINEER AT (281) 342-2033 AT LEAST 24 HOURS PRIOR TO COMMENCEMENT OF ALL WORK REQUIRING NORMAL CITY INSPECTION. WORK REQUIRING INSPECTIONS INCLUDES, BUT IS NOT LIMITED TO: CONCRETE PLACEMENT, SUBGRADE STABILIZATION, UTILITY FACILITY BACKFILL, REINFORCING PLACEMENT, ETC.
- REGULAR INSPECTION HOURS ARE 7 AM THROUGH 5 PM, MONDAY THROUGH FRIDAY, EXCEPT ON CITY HOLIDAYS. ON SATURDAYS, SUNDAYS, AND DAYS DESIGNATED AS CITY HOLIDAYS NO WORK WILL BE ALLOWED THAT REQUIRES INSPECTION BY CITY STAFF, UNLESS THE CITY DEEMS THE WORK NECESSARY TO FACILITATE THE TIMELY COMPLETION OF THE PROJECT. ADVANCE WRITTEN NOTICE OF 72 HOURS IS REQUIRED. ADVANCED NOTICE CAN BE FAXED TO (832) 595-3500.
- INFORMATION REGARDING INSPECTION FEES FOR AFTER HOURS AND HOLIDAY INSPECTIONS IS AVAILABLE BY CALLING CITY OF ROSENBERG PUBLIC WORKS DEPARTMENT AT (832) 595-3500.
- ALL BACKFILL SHALL BE ENGINEERED TO 95% STANDARD PROCTOR DENSITY AND BE TESTED BY AN APPROVED TESTING LAB.
- ALL TRENCH BACKFILL SHALL HAVE AT LEAST ONE DENSITY TESTING ON EACH LIFT. ONLY STANDARD BACKFILL PROCEDURES ARE ALLOWED, ANY DEVIATION TO THIS STANDARD MUST BE APPROVED BY THE CITY OF ROSENBERG DIRECTOR OF PUBLIC WORKS.
- CONTACT THE CITY OF ROSENBERG TO OPERATE EXISTING UTILITIES.
- CONTACT THE PUBLIC WORKS DEPARTMENT PRIOR TO MAKING TIE-INS TO EXISTING UTILITIES.
- WHEN HYDROMULCH IS REQUIRED, CONTRACTOR SHALL KEEP MULCH MOIST AFTER INSTALLATION AND UNTIL AREA SHOWS GROWTH.

STORM SEWER CONSTRUCTION NOTES

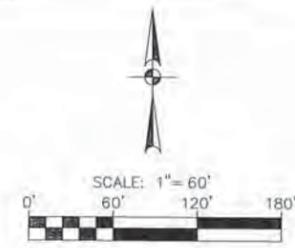
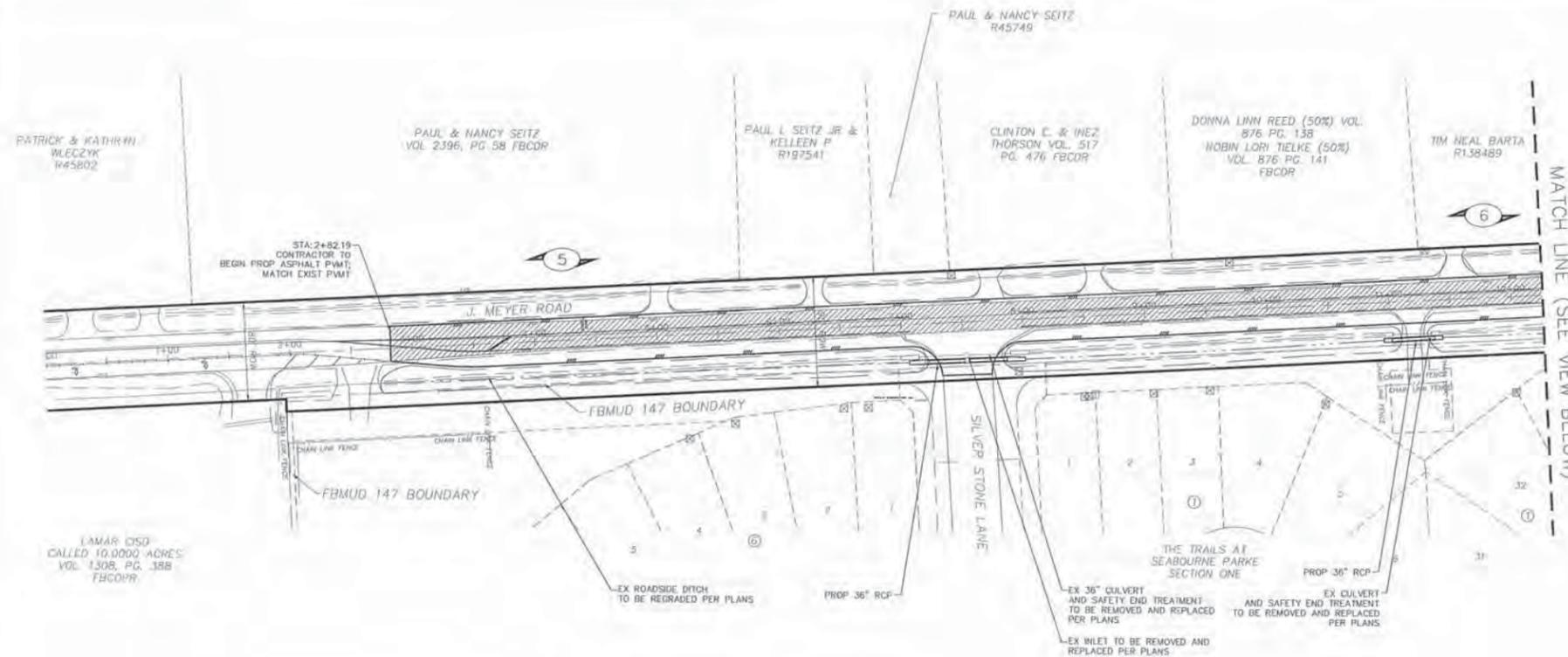
- ALL STATIONS ARE CENTERLINE OF STREET RIGHT-OF-WAY STATIONS EXCEPT WHERE STORM SEWER IS IN SIDE LOT EASEMENTS. THIS STATIONING IS BASED ON CENTERLINE OF PIPE.
- ALL STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF ROSENBERG STANDARD DETAIL SHEETS AND LATEST REVISIONS AND/OR AMENDMENTS OF SAME SHALL BE OBSERVED.
- ALL STORM SEWER (24") TWENTY FOUR INCHES AND LARGER TO BE REINFORCED CONCRETE RUBBER GASKET PIPE, ASTM C-76 CLASS II, INCLUDING INLET LEADS CROSSING UNDER EXISTING OR PROPOSED PAVEMENT.
- REINFORCED CONCRETE PIPE STORM SEWER SHALL BE INSTALLED, BEDDED AND BACKFILLED IN CONFORMITY WITH CITY OF ROSENBERG STANDARD DETAIL SHEETS. BACKFILL UNDER OR WITHIN (1') ONE FOOT OF EXISTING OR PROPOSED PAVEMENT WITH CEMENT STABILIZED SAND (1.5 SACKS PER CUBIC YARD MIX). CEMENT STABILIZED SAND BEDDING AND/OR BACKFILL COMPACTED IN (12") TWELVE INCH LIFTS FOR INSTALLATION UNDER OR WITHIN (1') ONE FOOT OF PAVEMENT SHALL BE CONSIDERED AS SUBSIDIARY TO THE PAY ITEM FOR PIPE AND SHALL NOT BE PAID FOR DIRECTLY. ALL NORMALLY SUBMERGED STORM SEWER PIPE SHALL BE RUBBER GASKET.
- CONTRACTOR SHALL PROVIDE A MINIMUM OF (6") SIX INCHES CLEARANCE AT STORM SEWER AND WATER LINE CROSSINGS, AND A MINIMUM OF (12") TWELVE INCHES AT STORM SEWER AND SANITARY SEWER CROSSINGS.
- ALL STORM SEWER MANHOLES SHALL BE CITY OF ROSENBERG TYPE "C" UNLESS OTHERWISE NOTED ON THE PLANS AND SHALL BE LOCATED A MINIMUM OF (3') THREE FEET FROM BACK OF CURB.
- ALL INLETS TO BE CITY OF ROSENBERG TYPE "H-2" UNLESS OTHERWISE NOTED ON THE PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.
- MINIMUM STORM SEWER SIZE IS (24") TWENTY FOUR INCH DIAMETER.
- ALL STORM SEWER MANHOLE COVER MUST INCLUDE THE WORD "STORM SEWER."
- STORM SEWER MANHOLE ADJUSTMENTS SHALL BE BY THROAT RINGS ONLY.

SPECIAL CONSTRUCTION NOTES

- CONTRACTOR SHALL PLACE SUITABLE MATERIAL IN FILL AREAS IN MAXIMUM 8-LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH THESE CONSTRUCTION PLANS.

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1/27/15	ROSENBERG REVIEW		<i>Robert M. Preiss</i> 4.17.15
DATE	ISSUE DESCRIPTION		
REVISION	DATE	DESCRIPTION	CHECKED
SA		FN	SA
<p>J. MEYER ROAD WIDENING AND LEFT TURN LANES</p>			
<p>CONSTRUCTION NOTES</p>			
<p>CITY OF ROSENBERG DEPARTMENT OF PUBLIC WORKS AND ENGINEERING</p>			
			
APPROVED:	JOHN MARESH DIRECTOR OF PUBLIC WORKS	DATE:	
APPROVED:	CHARLES A. KALKOMEY, P.E. CITY ENGINEER	DATE:	
DRAWING SCALE:		SHEET NO:	2 of 14
HORIZ. VERT.			

Date: Apr 17, 2015, 1:08pm User: ID: bshippard
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LEGEND

	J. MEYER ROAD RIGHT-OF-WAY LIMITS
	EXISTING SWALE
	PROPOSED SWALE
	EXISTING HIGH BANK
	PROPOSED HIGH BANK
	EXISTING EDGE OF PAVEMENT
	PROPOSED EDGE OF PAVEMENT
	EX BLOCK NUMBER
	SHEET REFERENCE NUMBER
	PROPOSED ASPHALT PAVEMENT
	EXISTING ASPHALT PAVEMENT TO BE REMOVED AND PROPERLY DISPOSED OFFSITE
PROP	PROPOSED
BL	BUILDING SETBACK LINE
EX	EXISTING
WL	WATER LINE
SAN	SANITARY SEWER
UE	UTILITY EASEMENT
BOV	BLOW OFF VALVE
GV	GATE VALVE
FH	FIRE HYDRANT
STM	STORM SEWER
STM SE	STORM SEWER EASEMENT
MH	MANHOLE



VICINITY MAP
SCALE: 1" = 4000'
MAP REF: KEY MAP #644H

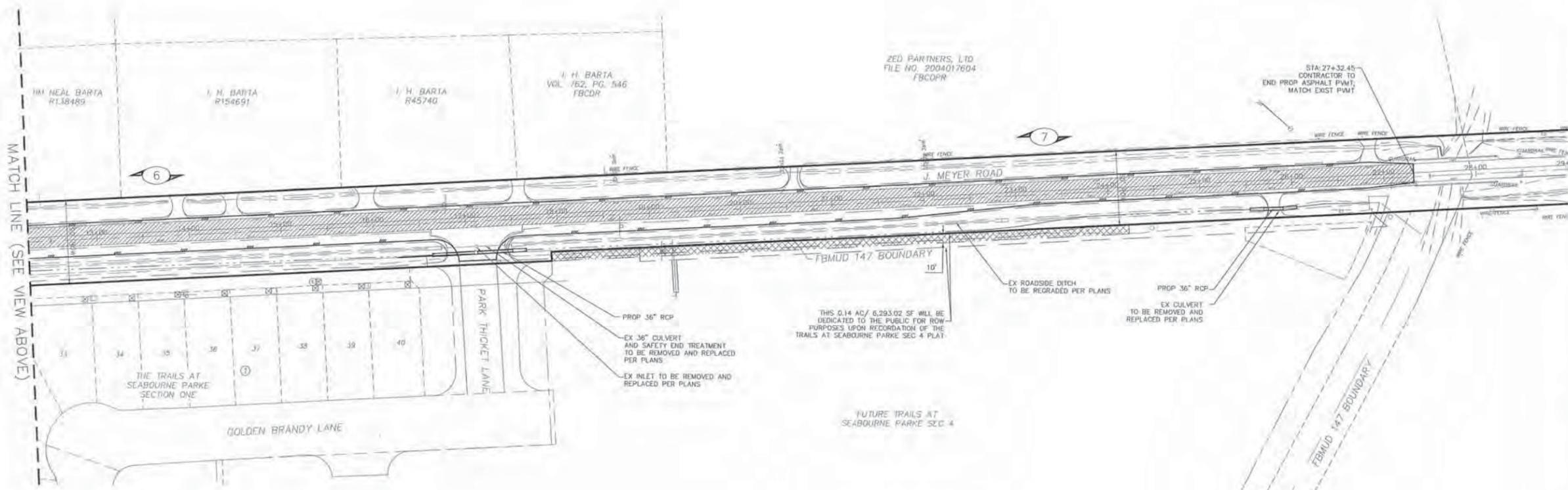
BENCHMARK
ELEVATIONS ARE BASED ON THE NGS MONUMENTS
AW4789 (ELEV 91.69) AND AW4792 (94.48)
(NAVD 88)
PROPERTY WITHIN ZONE X (UNSHADED) AS PER FEMA FIRM
PANEL 245 OF 575, MAP NO. 48157C0245L, REVISED JANUARY
2, 2014. NEAREST 100-YR BASE FLOOD PLAN ELEVATION IS
888.50' (NAVD 88).

NO.	DATE	REVISION	APP.

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TXPE FIRM REGISTRATION # 470

STATE OF TEXAS
ROBERT M. PREISS
92978
LICENSED PROFESSIONAL ENGINEER

1/27/15 ROSENBERG REVIEW
DATE ISSUE DESCRIPTION
DESIGNER SA CHECKER FN APPR SA



Date: Apr 17, 2015, 1:08pm User: JD, bhahngard
File: K:\projects\100110116\10116_1-0 Design\1-0.dwg Plot: 03-4011016-09.dwg

J. MEYER ROAD WIDENING AND LEFT TURN LANES

PAVING OVERALL

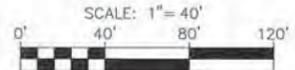
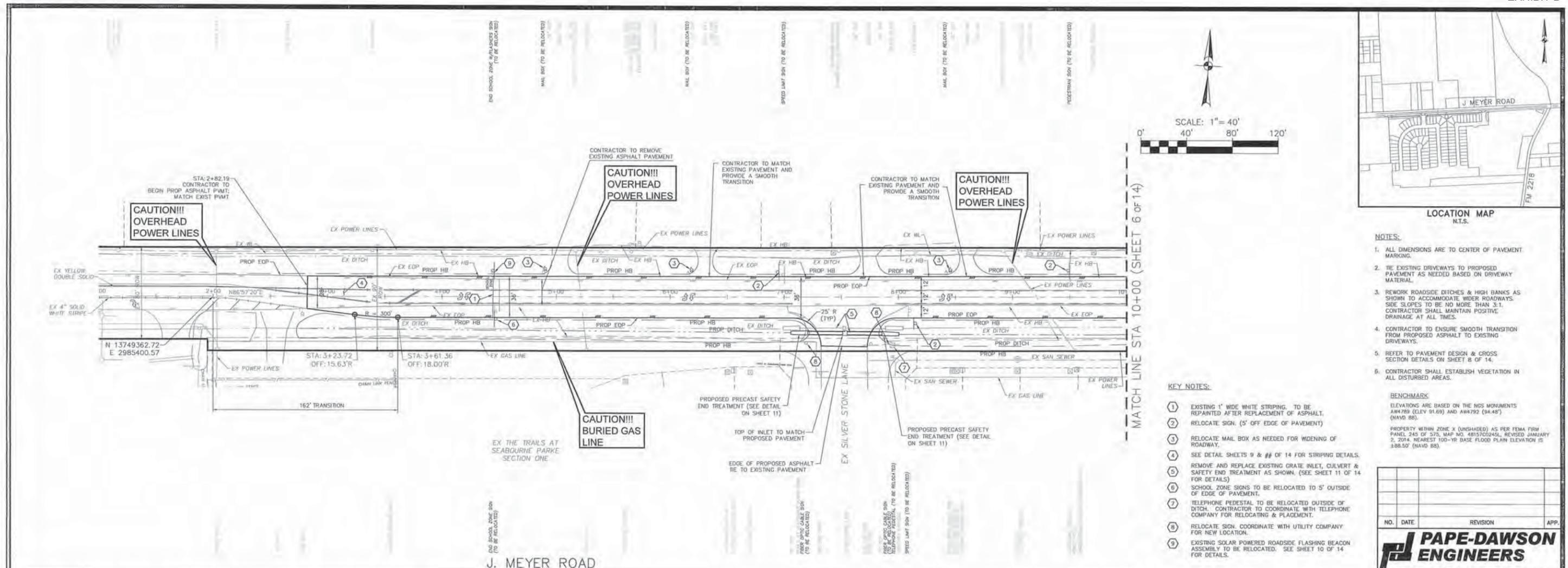
CITY OF ROSENBERG
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

APPROVED: _____ DATE: _____
JOHN MARESH
DIRECTOR OF PUBLIC WORKS

APPROVED: _____ DATE: _____
CHARLES A. KALKOMEY, P.E.
CITY ENGINEER

DRAWING SCALE: _____ SHEET NO. _____
HORIZ: 1"=60' 3 OF 14
VERT: _____

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LOCATION MAP
N.T.S.

- NOTES:**
1. ALL DIMENSIONS ARE TO CENTER OF PAVEMENT MARKING.
 2. THE EXISTING DRIVEWAYS TO PROPOSED PAVEMENT AS NEEDED BASED ON DRIVEWAY MATERIAL.
 3. REWORK ROADSIDE DITCHES & HIGH BANKS AS SHOWN TO ACCOMMODATE WIDER ROADWAYS. SIDE SLOPES TO BE NO MORE THAN 3:1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES.
 4. CONTRACTOR TO ENSURE SMOOTH TRANSITION FROM PROPOSED ASPHALT TO EXISTING DRIVEWAYS.
 5. REFER TO PAVEMENT DESIGN & CROSS SECTION DETAILS ON SHEET 8 OF 14.
 6. CONTRACTOR SHALL ESTABLISH VEGETATION IN ALL DISTURBED AREAS.

- KEY NOTES:**
1. EXISTING 1' WIDE WHITE STRIPING TO BE REPAIRED AFTER REPLACEMENT OF ASPHALT.
 2. RELOCATE SIGN (5' OFF EDGE OF PAVEMENT)
 3. RELOCATE MAIL BOX AS NEEDED FOR WIDENING OF ROADWAY.
 4. SEE DETAIL SHEETS 9 & 14 FOR STRIPING DETAILS.
 5. REMOVE AND REPLACE EXISTING GRAVE INLET, CULVERT & SAFETY END TREATMENT AS SHOWN. (SEE SHEET 11 OF 14 FOR DETAILS)
 6. SCHOOL ZONE SIGNS TO BE RELOCATED TO 5' OUTSIDE OF EDGE OF PAVEMENT.
 7. TELEPHONE PEDESTAL TO BE RELOCATED OUTSIDE OF DITCH. CONTRACTOR TO COORDINATE WITH TELEPHONE COMPANY FOR RELOCATING & PLACEMENT.
 8. RELOCATE SIGN. COORDINATE WITH UTILITY COMPANY FOR NEW LOCATION.
 9. EXISTING SOLAR POWERED ROADSIDE FLASHING BEACON ASSEMBLY TO BE RELOCATED. SEE SHEET 10 OF 14 FOR DETAILS.

BENCHMARK:
ELEVATIONS ARE BASED ON THE MGS MONUMENTS A#4789 (ELEV 91.69) AND A#4792 (94.48) (NAVD 88).
PROPERTY WITHIN ZONE X (UNSHADED) AS PER FEMA FIRM PANEL 245 OF 575, MAP NO. 481570245L, REVISED JANUARY 2, 2014. NEAREST 100-YR BASE FLOOD PLAIN ELEVATION IS 188.50' (NAVD 88).

NO.	DATE	REVISION	APP.

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TYPE FIRM REGISTRATION # 470



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J. MEYER ROAD WIDENING AND LEFT TURN LANES

P&P-J. MEYER ROAD (STA. 2+00 TO 10+00)

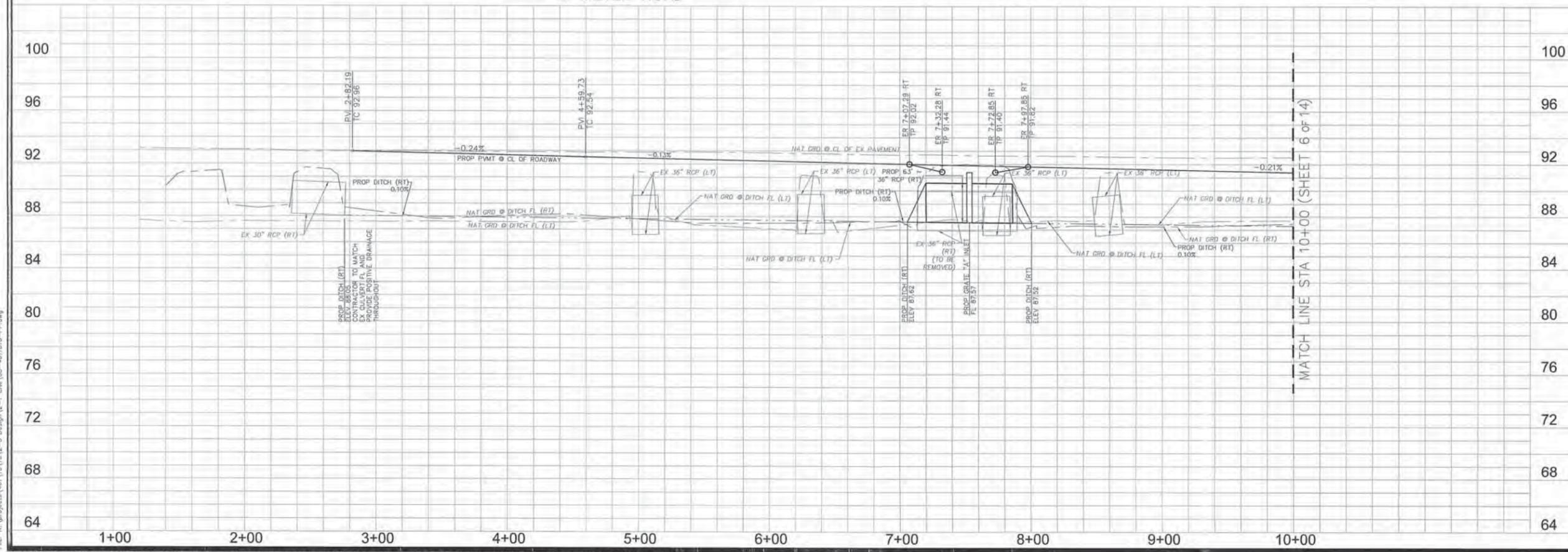
CITY OF ROSENBERG
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING



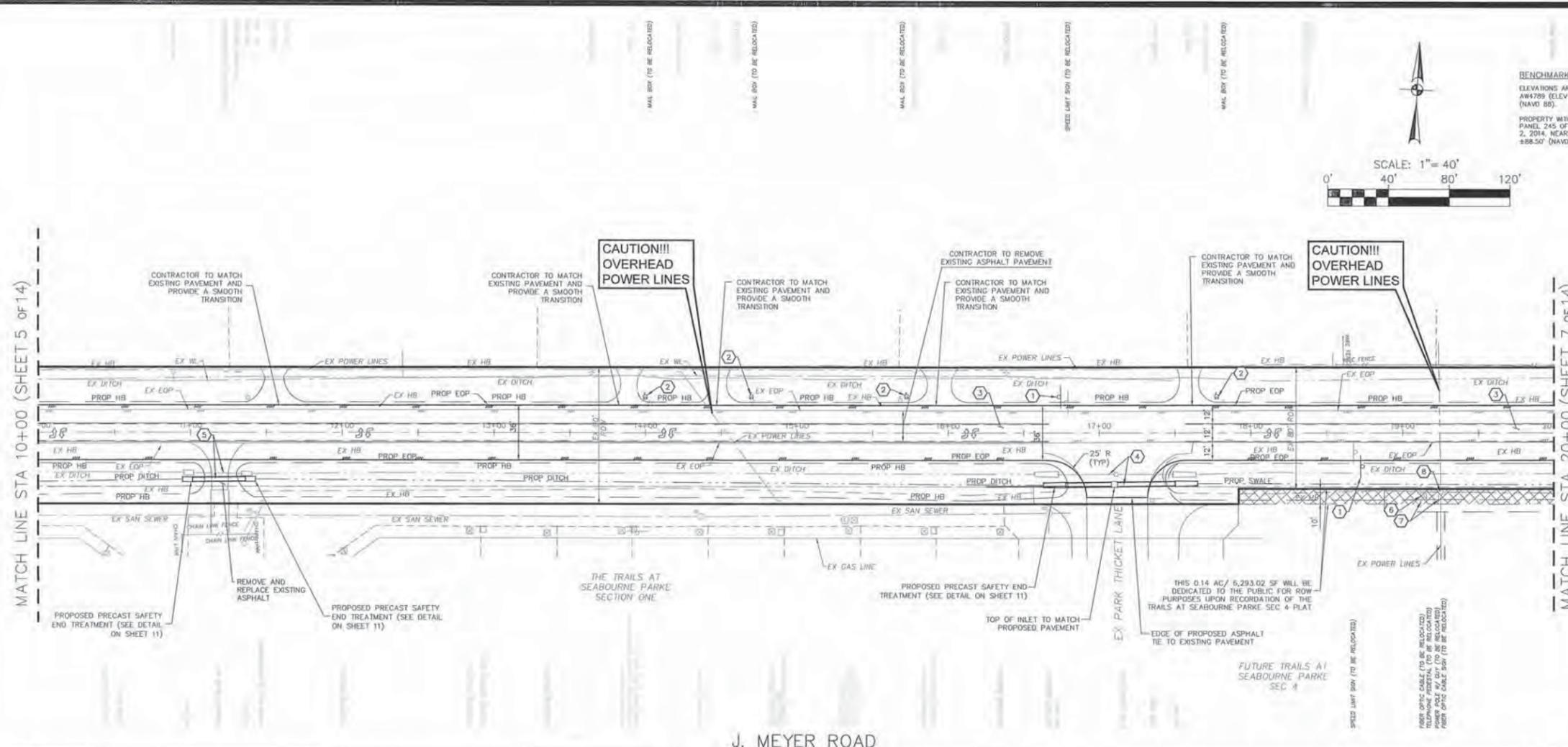
APPROVED: JOHN MARESH, DIRECTOR OF PUBLIC WORKS, DATE: _____

APPROVED: CHARLES A. KALKOMEY, P.E., CITY ENGINEER, DATE: _____

DRAWING SCALE: HORIZ: 1"=40', VERT: 1"=4'
SHEET NO. 5 OF 14

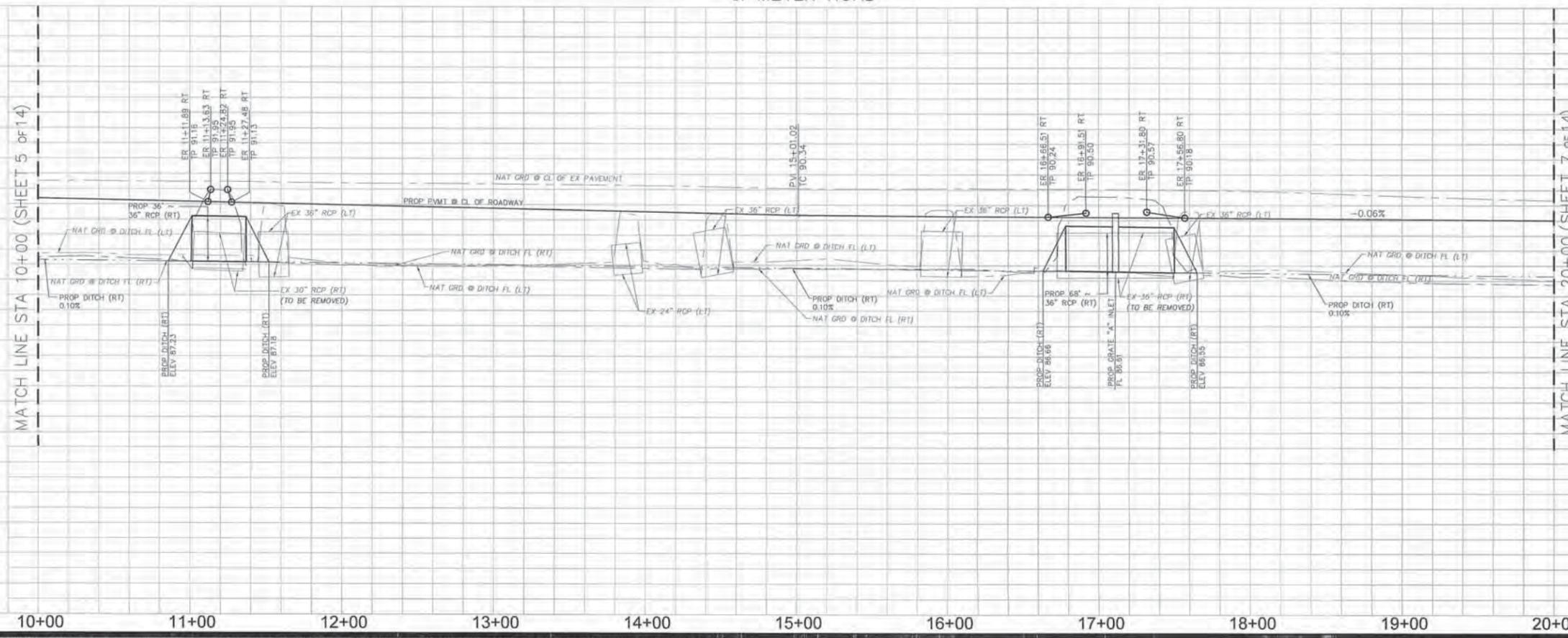


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- NOTES:**
- ALL DIMENSIONS ARE TO CENTER OF PAVEMENT MARKING.
 - TIE EXISTING DRIVEWAYS TO PROPOSED PAVEMENT AS NEEDED BASED ON DRIVEWAY MATERIAL.
 - REWORK ROADSIDE DITCHES & HIGH BANKS AS SHOWN TO ACCOMMODATE WIDER ROADWAYS. SIDE SLOPES TO BE NO MORE THAN 3:1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES.
 - CONTRACTOR TO ENSURE SMOOTH TRANSITION FROM PROPOSED ASPHALT TO EXISTING DRIVEWAYS.
 - REFER TO PAVEMENT DESIGN & CROSS SECTION DETAILS ON SHEET 8 OF 14.
 - CONTRACTOR SHALL ESTABLISH VEGETATION IN ALL DISTURBED AREAS.

- KEY NOTES:**
- RELOCATE SIGN (5' OFF EDGE OF PAVEMENT)
 - RELOCATE MAIL BOX AS NEEDED FOR WIDENING OF ROADWAY.
 - SEE DETAIL SHEETS 9 OF 14 FOR STRIPING DETAILS.
 - REMOVE AND REPLACE EXISTING GRATE INLET, CULVERT & HEADWALLS AS SHOWN. (SEE SHEET 11 OF 14 FOR DETAILS)
 - REMOVE AND REPLACE EXISTING CULVERT & SAFETY END TREATMENT AS SHOWN. (SEE SHEET 11 OF 14 FOR DETAILS)
 - TELEPHONE PEDESTAL TO BE RELOCATED OUTSIDE OF DITCH. CONTRACTOR TO COORDINATE WITH TELEPHONE COMPANY FOR RELOCATING & PLACEMENT.
 - RELOCATE SIGN. COORDINATE WITH UTILITY COMPANY FOR NEW LOCATION.
 - POWER POLE & GUY WIRE TO BE RELOCATED OUTSIDE OF REGRADED DITCH. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY.



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 TYPE FROM REGISTRATION # 470

STATE OF TEXAS
 REGISTERED PROFESSIONAL ENGINEER
 92978
 ROBERT M. PREISS
 4/17/15

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J. MEYER ROAD WIDENING AND LEFT TURN LANES

P&P-J. MEYER ROAD (STA. 10+00 TO 20+00)

CITY OF ROSENBERG
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

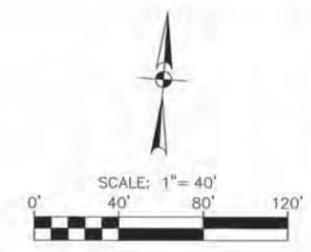
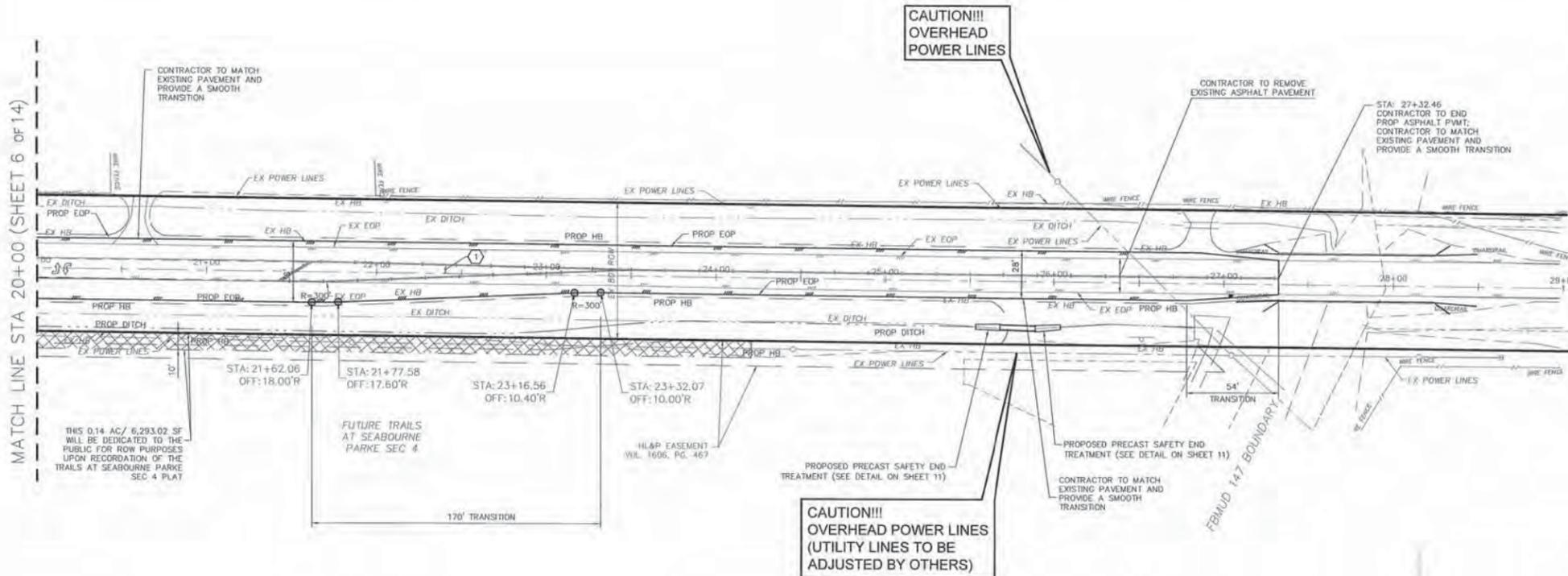
APPROVED: JOHN MARESH, DIRECTOR OF PUBLIC WORKS
 DATE:

APPROVED: CHARLES A. KALKOMEY, P.E., CITY ENGINEER
 DATE:

DRAWING SCALE: HORIZ: 1"=40', VERT: 1"=4'
 SHEET NO.: 6 OF 14

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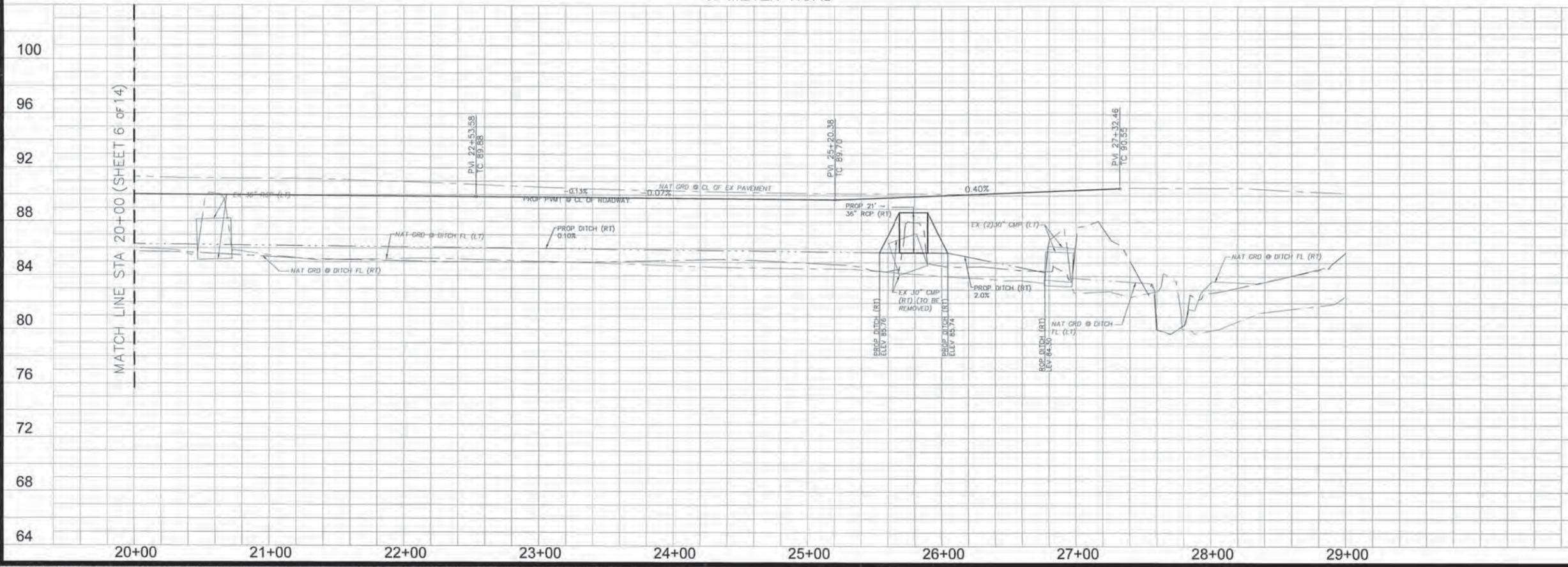


- NOTES:**
1. ALL DIMENSIONS ARE TO CENTER OF PAVEMENT MARKING.
 2. THE EXISTING DRIVEWAYS TO PROPOSED PAVEMENT AS NEEDED BASED ON DRIVEWAY MATERIAL.
 3. REWORK ROADSIDE DITCHES & HIGH BANKS AS SHOWN TO ACCOMMODATE WIDER ROADWAYS. SIDE SLOPES TO BE NO MORE THAN 3:1. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES.
 4. CONTRACTOR TO ENSURE SMOOTH TRANSITION FROM PROPOSED ASPHALT TO EXISTING DRIVEWAYS.
 5. REFER TO PAVEMENT DESIGN & CROSS SECTION DETAILS ON SHEET B OF 14.
 6. CONTRACTOR SHALL ESTABLISH VEGETATION IN ALL DISTURBED AREAS.

BENCHMARK
 ELEVATIONS ARE BASED ON THE NOS MONUMENTS
 AW4789 (ELEV 91.69) AND AW4792 (94.46)
 (NAVD 88).
 PROPERTY WITHIN ZONE X (UNSHADED) AS PER FEMA FIRM
 PANEL 245 OF 575, MAP NO. 48157C0245L, REVISED JANUARY
 2, 2014, NEAREST 100-YR BASE FLOOD PLAIN ELEVATION IS
 288.50' (NAVD 88).

KEY NOTES:
 ① SEE DETAIL SHEETS 9 OF 14 FOR STRIPING DETAILS.

J. MEYER ROAD



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J. MEYER ROAD WIDENING AND LEFT TURN LANES

P&P-J. MEYER ROAD (STA. 20+00 TO 28+98)

CITY OF ROSENBERG
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

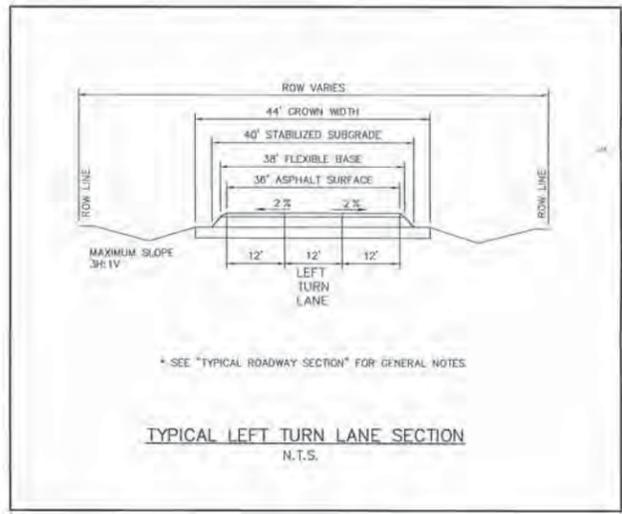
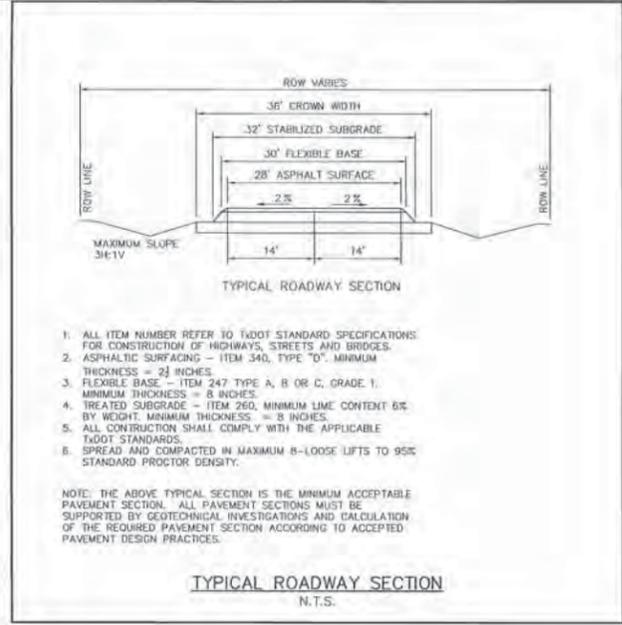
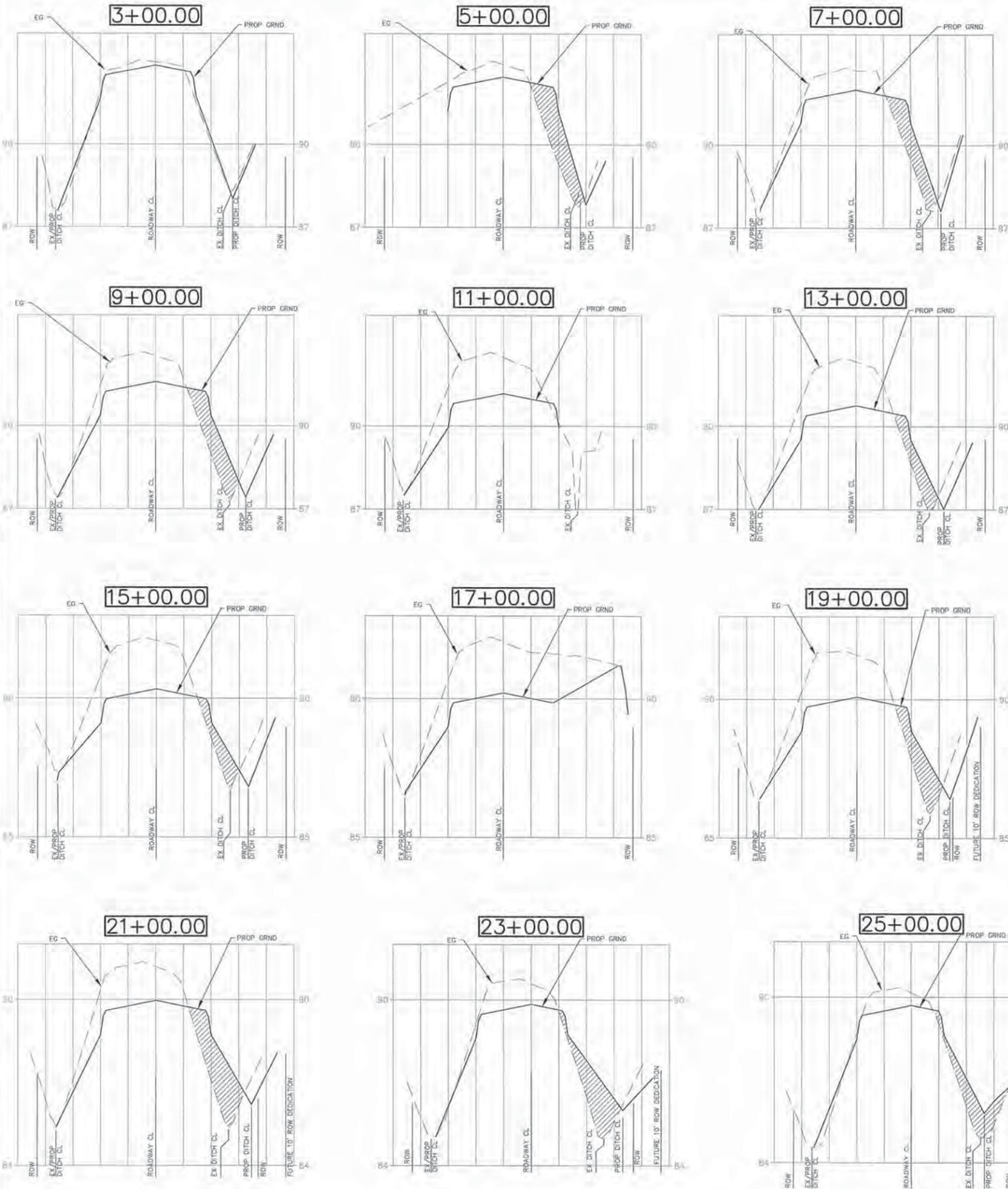


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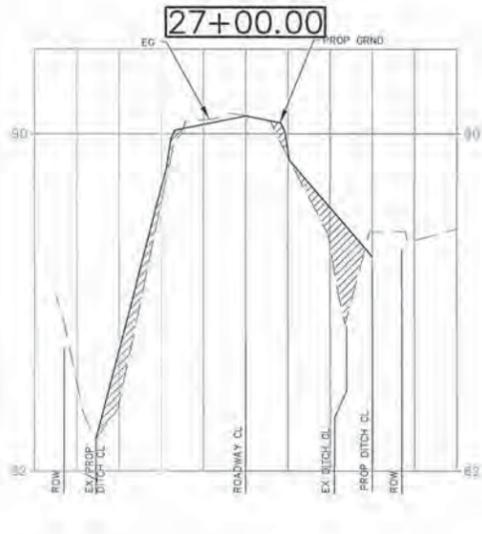
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LEGEND:
 COMPACTED FILL. SEE SPECIAL CONSTRUCTION NOTE NO 1 SHT 2 OF 14.



NO.	DATE	REVISION	APP.

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STATE OF TEXAS
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 92978
 ROBERT M. PREISS

1/27/15 ROSENBERG REVIEW
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J. MEYER ROAD WIDENING AND LEFT TURN LANES

TYPICAL ROADWAY CROSS SECTIONS

CITY OF ROSENBERG
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

CITY OF ROSENBERG
 FOUNDED 1883

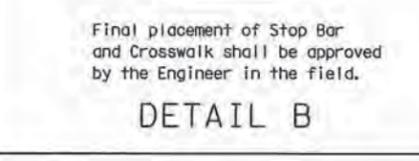
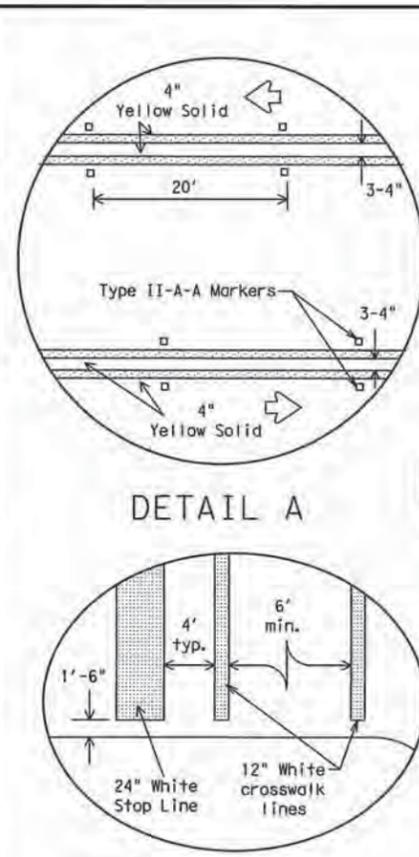
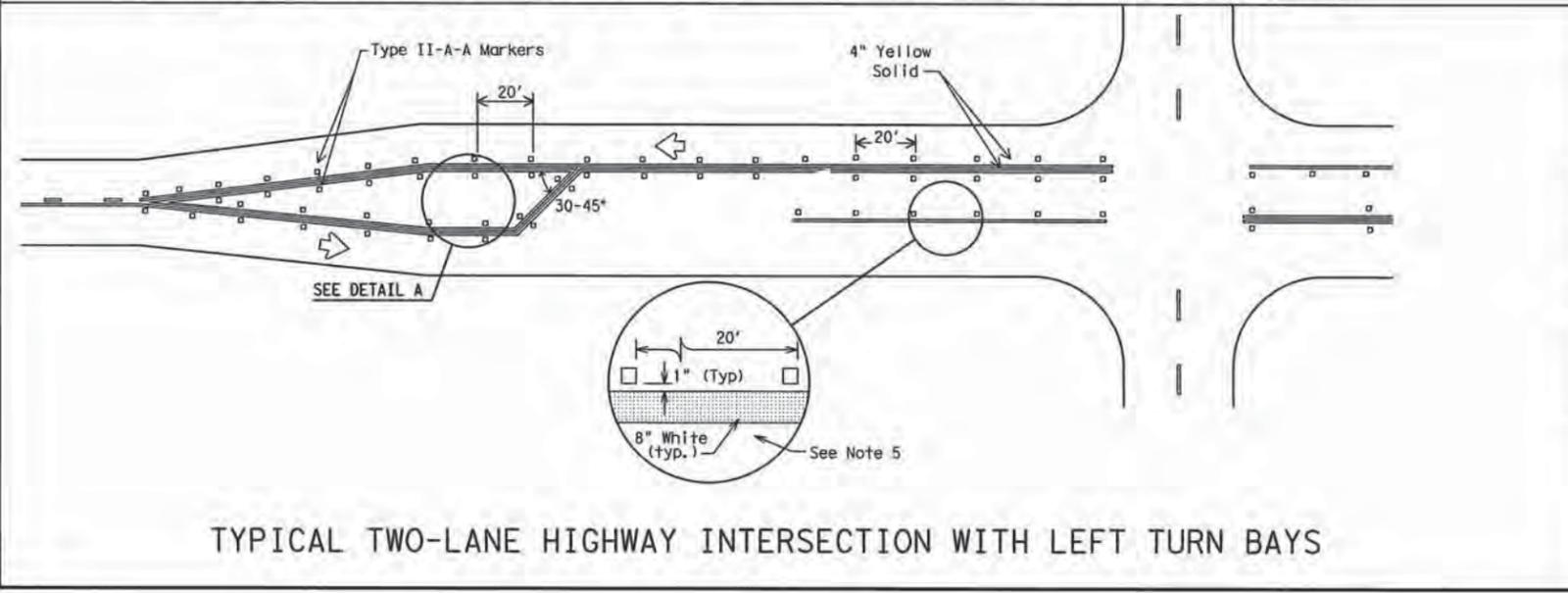
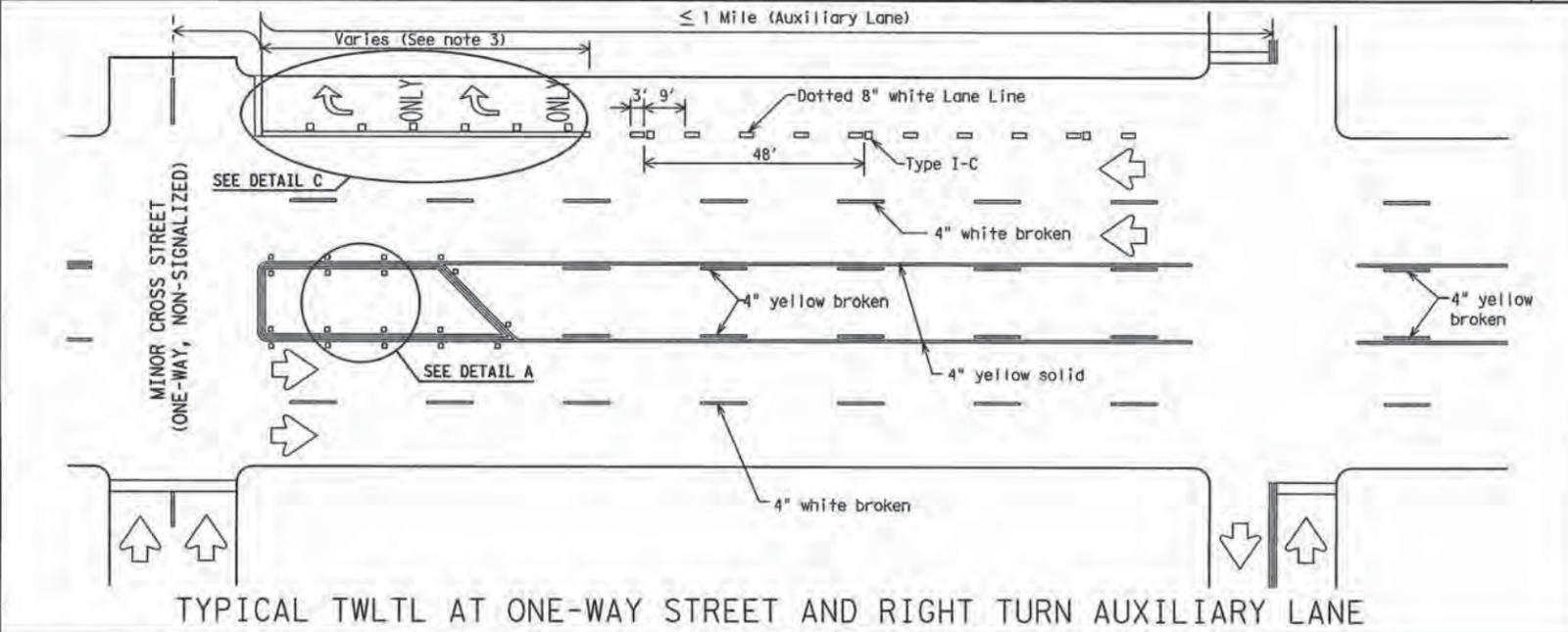
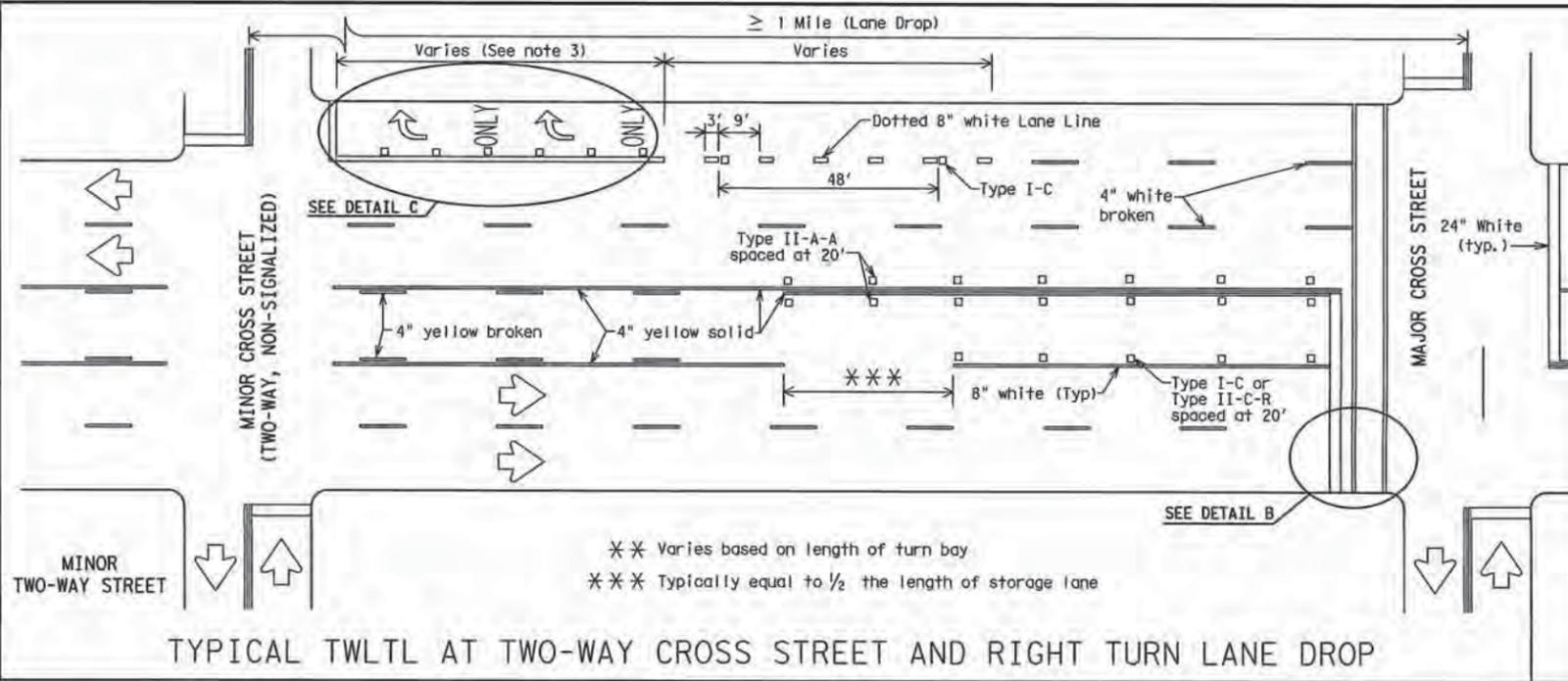
APPROVED: JOHN MARESH DIRECTOR OF PUBLIC WORKS DATE: _____
 APPROVED: CHARLES A. KALKOMEY, P.E. CITY ENGINEER DATE: _____

DRAWING SCALE: HORZ: 1"=40' VERT: 1"=4' SHEET NO. 8 OF 14

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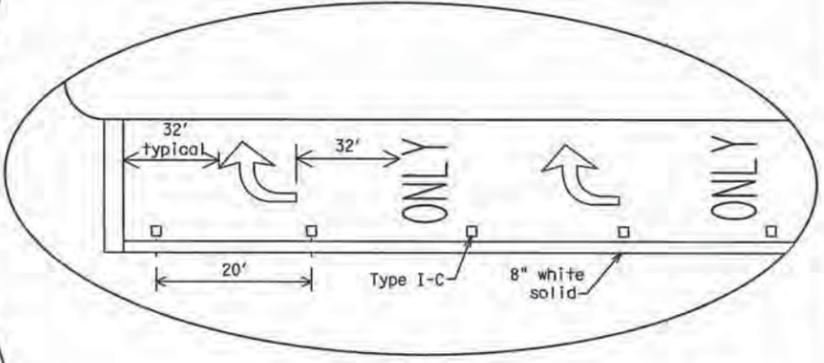
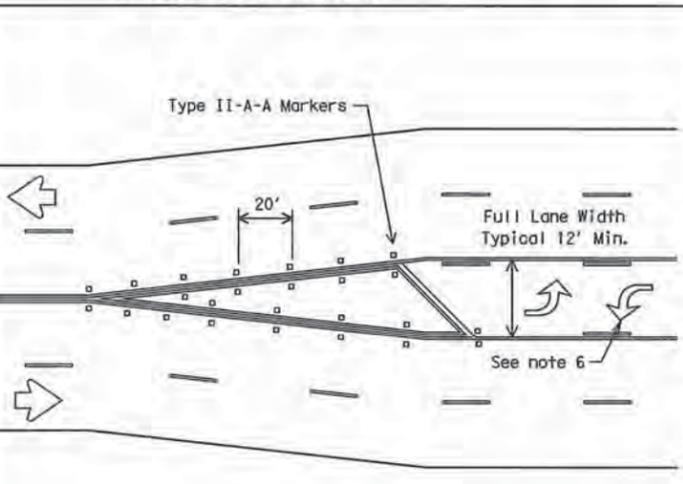


Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



DETAIL C



GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS
PM(3)-12

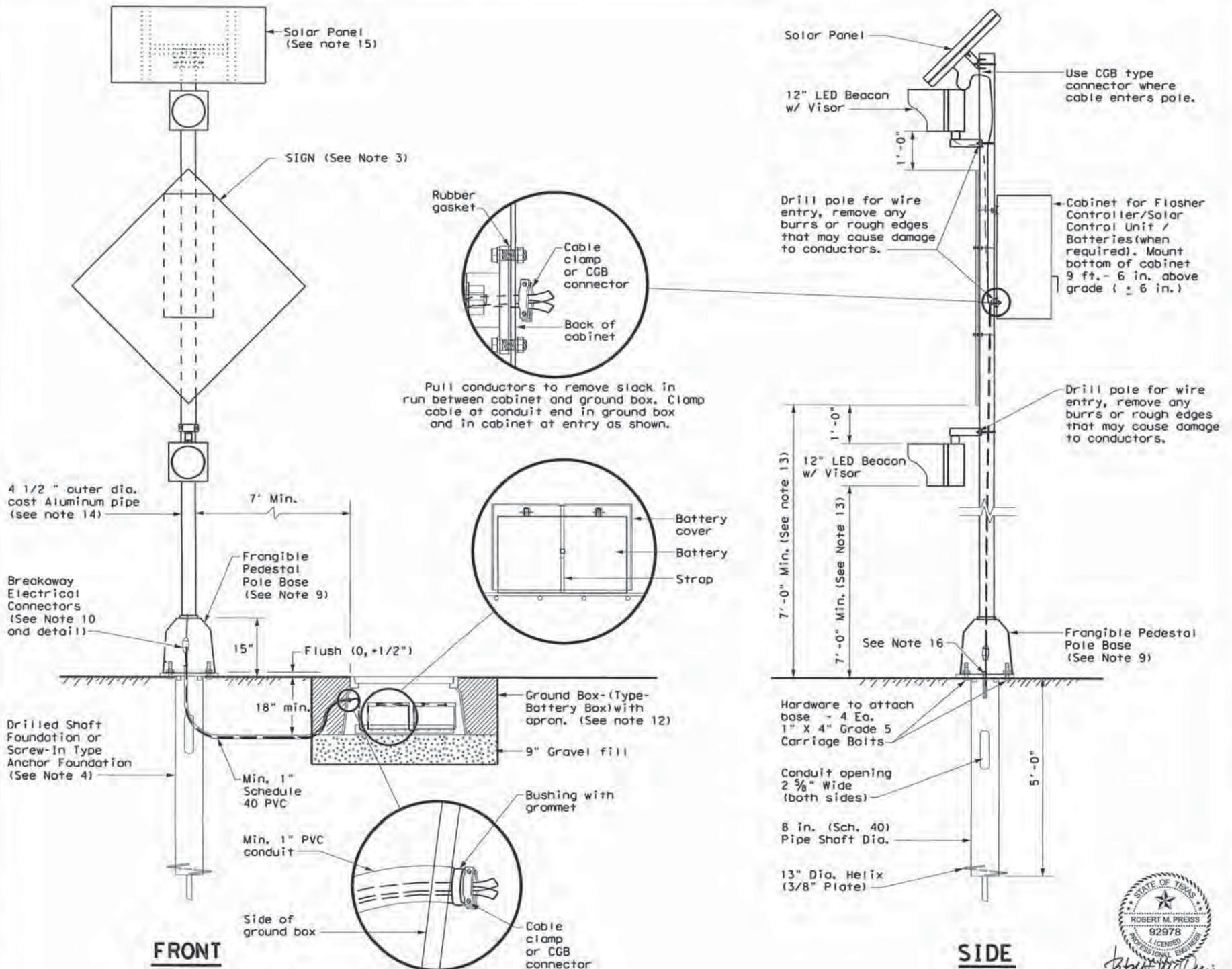
© TxDOT April 1998	DN: TxDOT	CK: TxDOT	DM: TxDOT	CS: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
5-00 2-12				
8-00				
3-03				
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	DIST	COUNTY	SHEET NO.	
	N.T.S.		9 OF 14	

DATE: FILE:

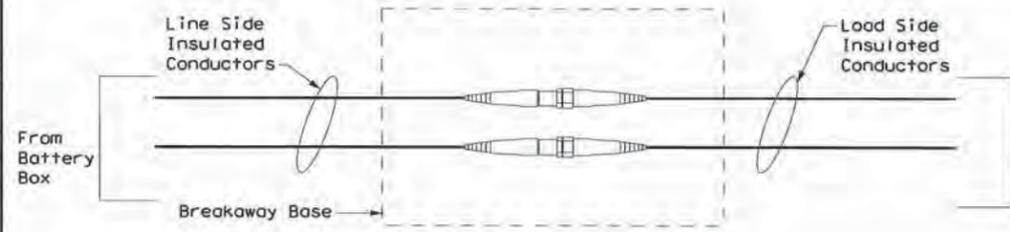
GENERAL NOTES:

1. Details show a typical warning sign with two flashing beacon heads, other arrangements are possible. When only one beacon is required, install the upper beacon.
2. See Item 685, "Roadside Flashing Beacon Assemblies" for further requirements.
3. See SMD standard sheets for lateral and vertical clearances and sign mounting details. Install signs as shown on the sign layout sheets.
4. Use either a Screw-In Type Anchor Foundation or a Drilled Shaft Foundation as shown elsewhere in the plans. When plans require a Drilled Shaft Foundation, see standard sheet TS-FD. Install the Screw-In Type Anchor Foundation as per manufacturer's recommendations. On a slope, install one edge at ground level. Screw-In/Drilled Shaft Foundation is subsidiary to Item 685. Installation of a ground rod is not required for solar powered flashing beacon assemblies.
5. When used, provide Screw-In Type Anchor Foundations as shown on TxDOT's Material Producer List (MPL) in the file "Highway Traffic Signals".
6. Use materials specifically designed for attaching cabinets, beacon heads, solar panels, etc., to poles.
7. Install beacon heads as shown here, as shown elsewhere on the plans, or as directed. Use hardware specifically designed for mounting beacon heads on poles.
8. Conduit in foundation and within 6 in. of foundation is subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies."
9. Per manufacturer's recommendations, engage all threads on the pedestal pole base and pipe unless the pipe is fully seated into base. In high winds, use a pole and base collar assembly to add strength and prevent loosening on connection.
10. Provide single pole non-fused watertight breakaway electrical connectors for frangible pedestal pole bases, as shown on TxDOT's MPL in the file "Roadway Illumination and Electrical Supplies." Approved models are listed under Item 685. For ungrounded (hot) conductors, install a breakaway connector with a dummy fuse slug. For grounded (neutral) conductors, install a breakaway connector with a white colored marking and a permanently installed dummy fuse (slug).
11. Install the batteries in a battery box. Place the batteries on a 3/16" thick plastic sheet and connect together. Place a plastic cover (battery bell jar) over the top of each battery and secure the battery bell jar to the battery with a strap. The batteries, bell jars, straps and 3/16" plastic sheet are subsidiary to the Item 685, "Roadside Flashing Beacon Assemblies." When required, install batteries in the flasher cabinet. Wire batteries according to manufacturers recommendations. Provide the number of batteries as required by the manufacturer.
12. See standard sheet Electrical Details (ED) for additional requirements regarding the installation of ground boxes/battery boxes, conduit, and cabinets.
13. Provide clearance as shown above the sidewalk or pavement grade at the edge of the road. When a bottom beacon is not used, mount the bottom of the sign at least 7 ft. above the sidewalk or pavement grade at the edge of the road.
14. Unless otherwise shown on the plans, pole shaft shall be one piece, Schedule 40 Aluminum pipe, ASTM B429 or B221 (Alloy 6061-T6 only). Aluminum conduit will not develop the necessary strength and will not be allowed.
15. Orient solar panel for optimum exposure to sunlight (face to the south). Prior to installation, check the location to ensure there is no overhead obstruction that would block the solar panel from receiving full sunlight. Unless specified elsewhere, mount a minimum of 14' above grade.
16. Ensure height of conduit is below top of anchor bolts.

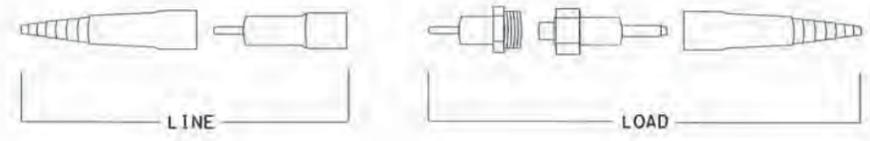
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STATE OF TEXAS
 ROBERT M. PREISS
 92978
 LICENSED PROFESSIONAL ENGINEER
 Robert M. Preiss
 4.7.15



NON-FUSED BREAKAWAY ELECTRICAL CONNECTORS



**NON-FUSED BREAKAWAY ELECTRICAL CONNECTORS
 EXPLODED VIEW**

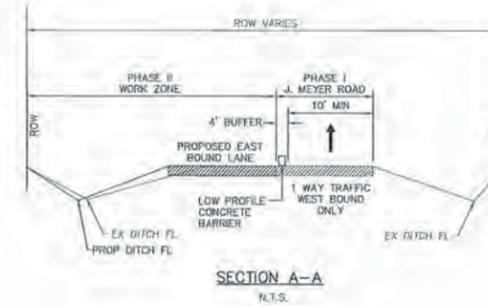
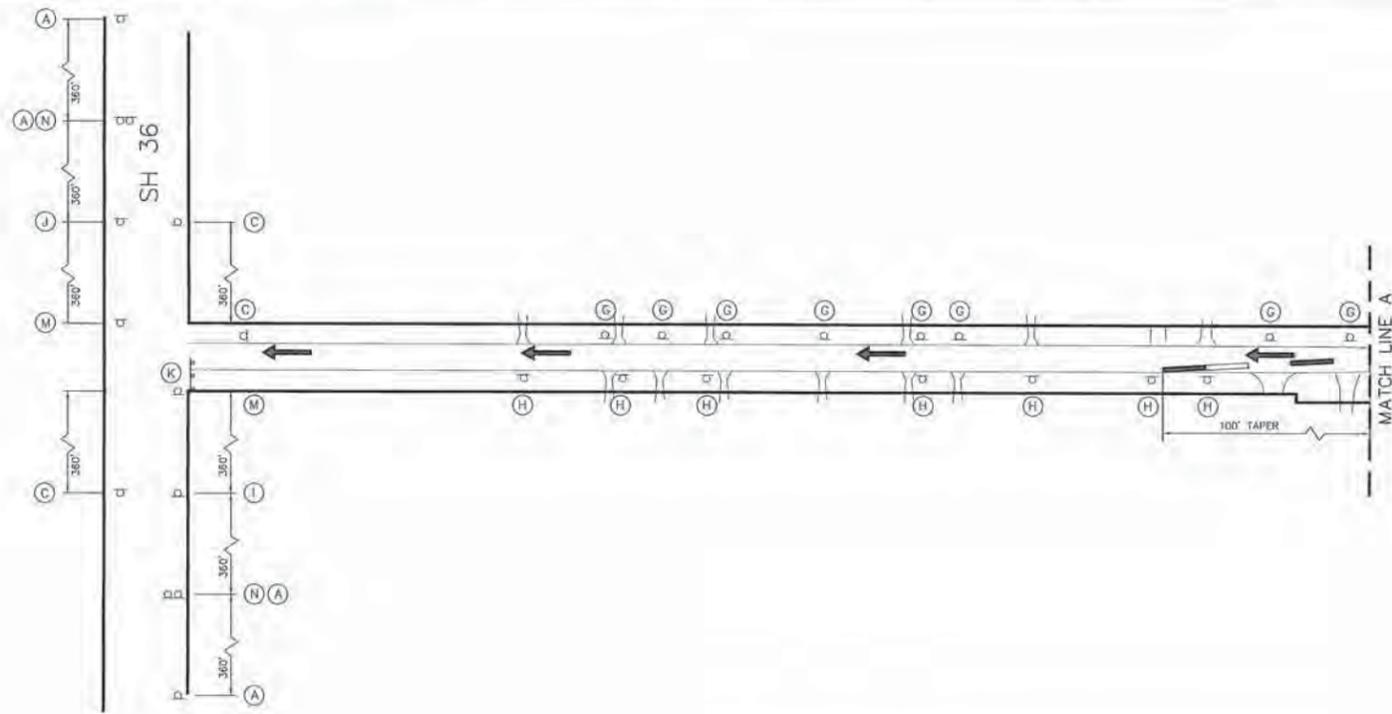
Texas Department of Transportation
 Traffic Operations Division Standard

SOLAR POWERED ROADSIDE FLASHING BEACON ASSEMBLY DETAILS

SPRFBA (1) - 13

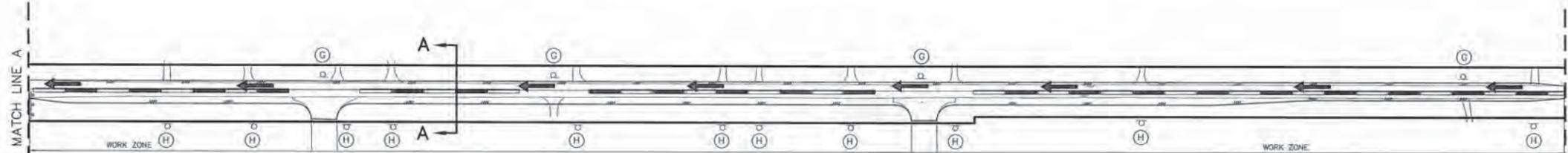
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© TxDOT May 2003	CON: TxDOT	SECT: TxDOT	JOB: TxDOT	HIGHWAY: TxDOT
12-04	DIST: TxDOT	COUNTY: TxDOT	SHEET NO.:	
3-13	N.T.S.		10	OF 14

DATE: FILE:

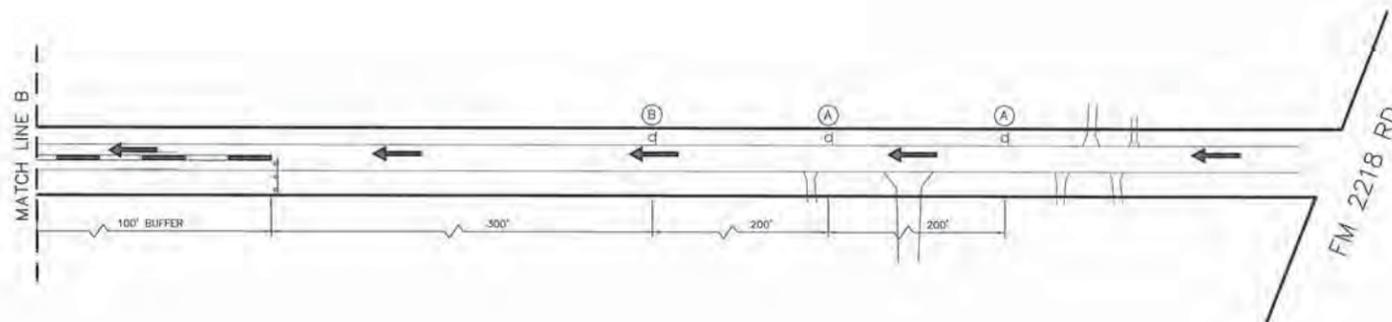
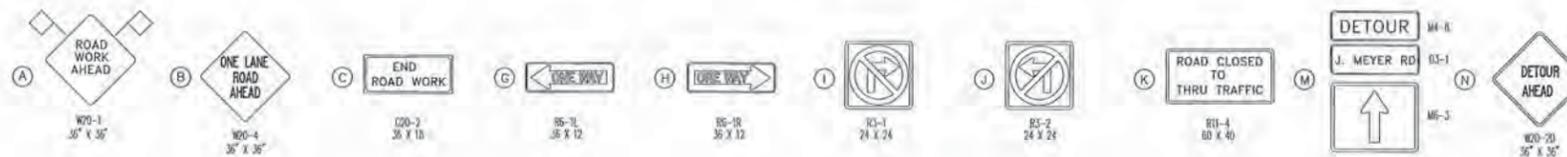


LEGEND

- CHANNELIZING DEVICE (LOW PROFILE CONC BARRIER)
- PROPOSED TRAFFIC CONTROL SIGN
- TRAFFIC FLOW
- BARRICADE - TYPE III
- EDGE PROPOSED PAVING
- WORK ZONE



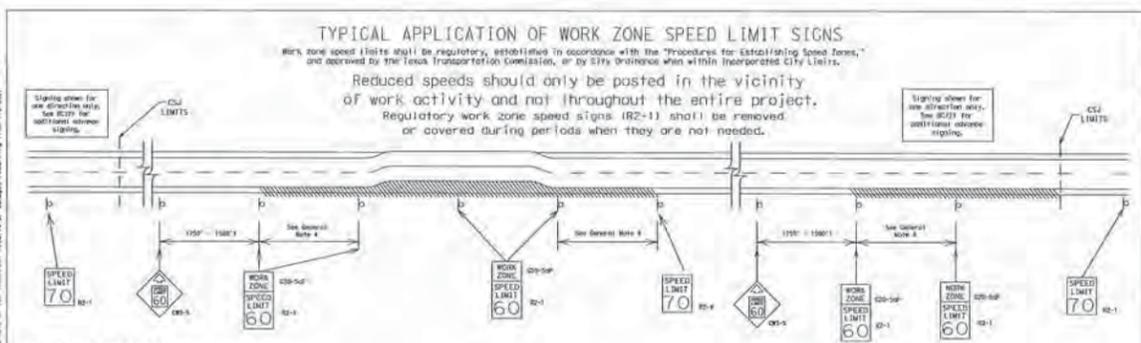
PHASE II
TRAFFIC CONTROL PLAN
(30 MPH SPEED LIMIT-ASPHALT PAVING)



- SPECIAL TRAFFIC REQUIREMENTS**
- CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TEXAS MUTCD, MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
 - CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING PAVEMENT MARKINGS WHICH INCLUDE CENTERLINE, BARRIER LINES, LANE LINES AND RAISED PAVEMENT MARKINGS.
 - THIS TRAFFIC CONTROL PLAN REPRESENTS THE MINIMUM REQUIRED BY TRAFFIC CONDITIONS IN THE FIELD. CONTRACTOR TO PROVIDE ACCESS TO RESIDENTS ALONG J. MEYER ROAD, AND TRAILS AT SEABOURNE PARKS SECTION ONE, AT ALL TIMES.
 - CONTRACTOR SHALL COVER OPEN PAVEMENT EXCAVATIONS WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS.
 - LANE CLOSURE TIME(S) SHALL BE SPECIFIED ON THE LANE CLOSURE PERMIT.
 - APPROVED COPIES OF TRAFFIC CONTROL PLANS AND LANE CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES. CONTRACTOR MUST SECURE LANE CLOSURE PERMITS FROM CITY'S TRAFFIC MANAGEMENT AND MAINTENANCE BRANCH BEFORE CLOSING A LANE/SIDEWALK. THE REQUEST MUST BE MADE AT LEAST TEN BUSINESS DAYS PRIOR TO THE DATE FOR WHICH THE CLOSURE IS SOUGHT. NOTE THAT WORKING HOURS MAY BE RESTRICTED OR THE REQUEST MAY BE DENIED. CALL 832-395-3020 FOR AN APPLICATION.
 - CLOSE LEFT & RIGHT TURN LANES FROM SH 36 TO J. MEYER ROAD USING PLASTIC DRUMS (SEE TxDOT BARRICADE & CONSTRUCTION STANDARDS) AND SIGNING AS INDICATED.

- CHANNELIZING DEVICES**
- LOW PROFILE CONCRETE BARRIER (LPCB) WITH REFLECTORS 10" C-C IF PAVEMENT DROP IS MORE THAN TWELVE INCHES (12").
 - UTILIZE TYPE 2 LPCB END TERMINALS AT THE BEGINNING & END OF WORK ZONE AS WELL AS AT ALL DRIVEWAY LOCATIONS. SEE TxDOT BARRIER STANDARD LPCB-13 FOR MORE INFORMATION.

NO.	DATE	REVISION	APP.
PAPE-DAWSON ENGINEERS			
10333 RICHMOND AVE, SUITE 900 HOUSTON, TEXAS 77042 P 713-428-2400 F 713-428-2420 www.pape-dawson.com EPC REG. REGISTRATION # 470			
4/9/15		BID SET	
1/27/15		ROSENBERG REVIEW	
DATE	ISSUE DESCRIPTION	DESIGNED	CHECKED
SA	FN	SA	
J. MEYER ROAD WIDENING AND LEFT TURN LANES			
TRAFFIC CONTROL PLAN - PHASE II			
CITY OF ROSENBERG DEPARTMENT OF PUBLIC WORKS AND ENGINEERING			
APPROVED:	DATE:	APPROVED:	DATE:
JOHN MARESH DIRECTOR OF PUBLIC WORKS		CHARLES A. KALKOMEY, P.E. CITY ENGINEER	
DRAWING SCALE	VERT:	SHEET NO.	
NTS		12A of 14	



TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Limits," and approved by the Texas Transportation Commission, or by City Ordinance when within incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.

GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plan when restricted quantities with a lower design speed are present in the work zone and modification of the posted to a higher design speed is not feasible.

Long/intermediate term Work Zone Speed Limit signs, when approved or authorized above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for activities to safely perform the work, including all rough road or damaged pavement surfaces.

Substantial alteration of roadway geometrics (interchanges) or substantial detours of grade or width.

Other conditions readily apparent to the driver.

As long as any of these conditions exist, the work zone speed limit sign should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plan when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or activity in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorist only when work activity is present. When work activity is not present, signs shall be removed or covered.

Use "Removal or Covering" on BC(1).

- GENERAL NOTES**
- Regulatory work zone speed limits should be used only for activities of construction projects where speed control is of major importance.
 - Regulatory work zone speed limit signs shall be posted on supports of 0.7-foot minimum mounting height.
 - Speed zone signs are illustrated for the direction of travel and are normally posted for each direction of travel.
 - Frequency of work zone speed limit signs should be 40 mph and greater: 0.2 to 2 miles; 35 mph and less: 0.2 to 1 mile.
 - Regulatory speed limit signs shall have black legends on a white reflective background (see "Reflective Sheeting" on BC(4)).
 - For location, erection and maintenance of the ADVANCE SPEED LIMIT (R2-1) sign, "WORK ZONE SPEED LIMIT" sign and the "SPEED LIMIT" (R2-1) sign shall not be held for directly, but shall be considered subsidiary to the sign.
 - Turning sign from view, laying signs over or down will not be allowed, unless otherwise noted under "REMOVING OR COVERING" on BC(4).
 - Techniques that may help reduce traffic speeds include but are not limited to:
 - Law enforcement.
 - Flagger stationed near to sign.
 - Variable message sign (VMS).
 - Low-profile (boom) road trailer.
 - Speed meter for trailers or signs.
 - Speed signs on detours above one for illustration only. Work Zone Speed Limits should only be posted on approved for each project.
 - For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT Form 4104 in the TxDOT in-plan system.

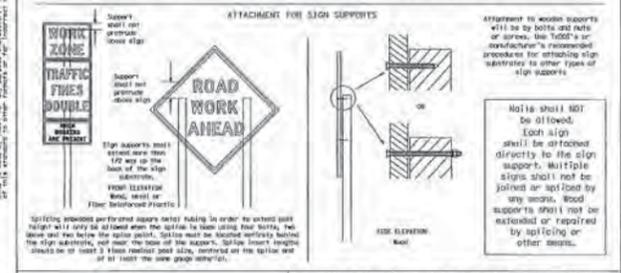
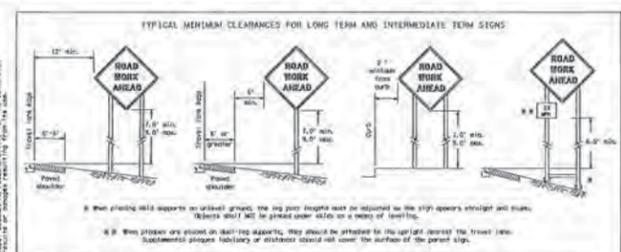
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

Texas Department of Transportation

Division of Traffic Control

DATE: 8-07 8-14 7-03



TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

When posting signs on a utility pole, the sign support shall be attached to the sign support structure and not the utility pole.

When signs are posted on a utility pole, they should be attached to the sign support structure and not the utility pole.

ATTACHMENT FOR SIGN SUPPORTS

Sign supports shall be attached to wooden supports using bolts and washers. The bolts shall be attached to the sign support structure and not the wooden support.

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STOP-FLOW TABLES

1. STOP-FLOW TABLES shall be used to control traffic in the work zone. The STOP-FLOW TABLE shall be 24" x 24" in size.

2. When used at night, the STOP-FLOW TABLE shall be illuminated.

3. STOP-FLOW TABLES may be attached to a sign with a minimum length of 4" to the bottom of the sign.

4. Any light source used on the STOP-FLOW TABLE shall be visible to the motorist from a distance of 100 feet.

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

- Permanent signs are used to give notice of traffic laws or regulations, and attention to conditions that are potentially hazardous to traffic operations, such as road closures, construction, detours, etc.
- When a permanent sign is damaged, the contractor shall repair or replace it as soon as possible.
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GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a design and plan consistent with that directed by the Engineer.
- When signs are damaged, the contractor shall repair or replace them as soon as possible.
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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

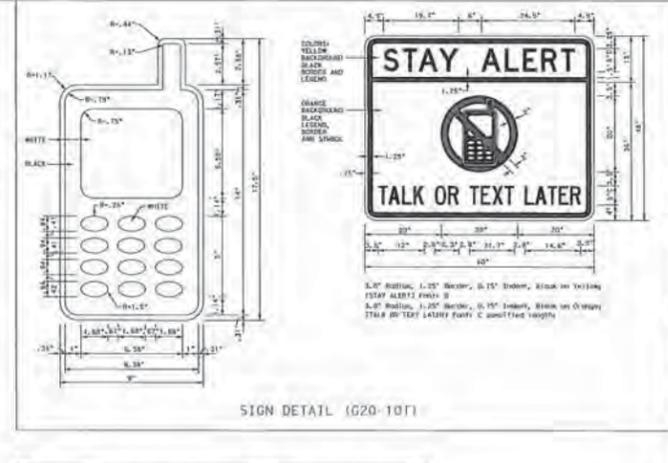
Texas Department of Transportation

Division of Traffic Control

DATE: 8-07 8-14 7-03

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction placement markings, and typical work zone signs. The information contained in these sheets does not exceed the requirements shown in the "Traffic Manual on Uniform Traffic Control Devices (TMUTCD)." (See Manual on Uniform Traffic Control Devices (TMUTCD).)
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may provide changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices shown in the plan. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the "Roadway Design Manual" or engineering judgment.
- When projects are BC(1), the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorist. If the adjacent project is completed first, the Contractor shall erect the necessary advance warning signs as shown in these sheets, the TCP sheets or as directed by the Engineer. The BKGW END ROAD WORK NEXT 3 MILES sign shall be revised to show appropriate work zone distances.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Design for Texas" (refer section 5.1) sign details not shown in this manual shall be shown in the plan or the Engineer shall provide a detail to the contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control device to be used.
- As shown on BC(1), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-107) and the WORK ZONE TRAFFIC FINES DOUBLE sign with proper shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling activities, unless the BEST IN ROAD WORK NEXT 3 MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
- Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles within the right-of-way shall wear high-visibility safety apparel meeting the requirements of TSSA "Safety Apparel" (Appendix A) or high-visibility apparel, or equivalent regulations, and labeled as ANSI 100-2004 standard performance for Class 2 or 3 flash exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



SIGN DETAIL (G20-107)

Only pre-qualified products shall be used. The "Condition Work Zone Traffic Control Devices List" (CWZCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone 1(512) 416-3116

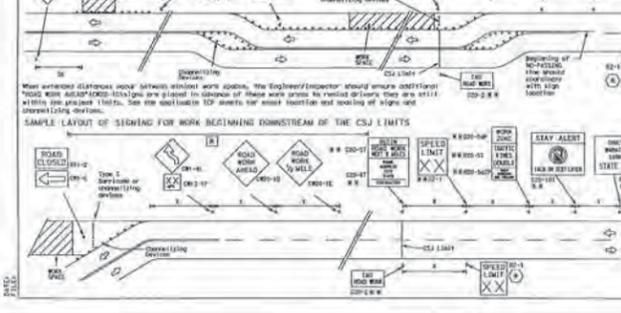
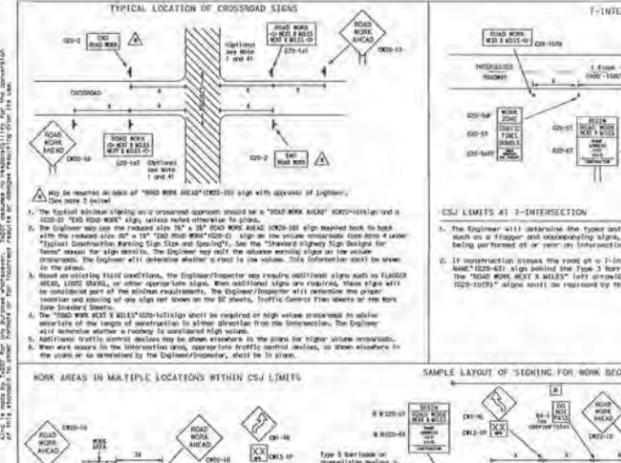
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

Texas Department of Transportation

Division of Traffic Control

DATE: 8-07 8-14 7-03



TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Sign or Sign	Expressway	Freeway	Other
W1-1	48" x 48"	48" x 48"	48" x 48"
W1-2	48" x 48"	48" x 48"	48" x 48"
W1-3	48" x 48"	48" x 48"	48" x 48"
W1-4	48" x 48"	48" x 48"	48" x 48"
W1-5	48" x 48"	48" x 48"	48" x 48"
W1-6	48" x 48"	48" x 48"	48" x 48"
W1-7	48" x 48"	48" x 48"	48" x 48"
W1-8	48" x 48"	48" x 48"	48" x 48"
W1-9	48" x 48"	48" x 48"	48" x 48"
W1-10	48" x 48"	48" x 48"	48" x 48"
W1-11	48" x 48"	48" x 48"	48" x 48"
W1-12	48" x 48"	48" x 48"	48" x 48"
W1-13	48" x 48"	48" x 48"	48" x 48"
W1-14	48" x 48"	48" x 48"	48" x 48"
W1-15	48" x 48"	48" x 48"	48" x 48"
W1-16	48" x 48"	48" x 48"	48" x 48"
W1-17	48" x 48"	48" x 48"	48" x 48"
W1-18	48" x 48"	48" x 48"	48" x 48"
W1-19	48" x 48"	48" x 48"	48" x 48"
W1-20	48" x 48"	48" x 48"	48" x 48"
W1-21	48" x 48"	48" x 48"	48" x 48"
W1-22	48" x 48"	48" x 48"	48" x 48"
W1-23	48" x 48"	48" x 48"	48" x 48"
W1-24	48" x 48"	48" x 48"	48" x 48"
W1-25	48" x 48"	48" x 48"	48" x 48"
W1-26	48" x 48"	48" x 48"	48" x 48"
W1-27	48" x 48"	48" x 48"	48" x 48"
W1-28	48" x 48"	48" x 48"	48" x 48"
W1-29	48" x 48"	48" x 48"	48" x 48"
W1-30	48" x 48"	48" x 48"	48" x 48"
W1-31	48" x 48"	48" x 48"	48" x 48"
W1-32	48" x 48"	48" x 48"	48" x 48"
W1-33	48" x 48"	48" x 48"	48" x 48"
W1-34	48" x 48"	48" x 48"	48" x 48"
W1-35	48" x 48"	48" x 48"	48" x 48"
W1-36	48" x 48"	48" x 48"	48" x 48"
W1-37	48" x 48"	48" x 48"	48" x 48"
W1-38	48" x 48"	48" x 48"	48" x 48"
W1-39	48" x 48"	48" x 48"	48" x 48"
W1-40	48" x 48"	48" x 48"	48" x 48"
W1-41	48" x 48"	48" x 48"	48" x 48"
W1-42	48" x 48"	48" x 48"	48" x 48"
W1-43	48" x 48"	48" x 48"	48" x 48"
W1-44	48" x 48"	48" x 48"	48" x 48"
W1-45	48" x 48"	48" x 48"	48" x 48"
W1-46	48" x 48"	48" x 48"	48" x 48"
W1-47	48" x 48"	48" x 48"	48" x 48"
W1-48	48" x 48"	48" x 48"	48" x 48"
W1-49	48" x 48"	48" x 48"	48" x 48"
W1-50	48" x 48"	48" x 48"	48" x 48"
W1-51	48" x 48"	48" x 48"	48" x 48"
W1-52	48" x 48"	48" x 48"	48" x 48"
W1-53	48" x 48"	48" x 48"	48" x 48"
W1-54	48" x 48"	48" x 48"	48" x 48"
W1-55	48" x 48"	48" x 48"	48" x 48"
W1-56	48" x 48"	48" x 48"	48" x 48"
W1-57	48" x 48"	48" x 48"	48" x 48"
W1-58	48" x 48"	48" x 48"	48" x 48"
W1-59	48" x 48"	48" x 48"	48" x 48"
W1-60	48" x 48"	48" x 48"	48" x 48"
W1-61	48" x 48"	48" x 48"	48" x 48"
W1-62	48" x 48"	48" x 48"	48" x 48"
W1-63	48" x 48"	48" x 48"	48" x 48"
W1-64	48" x 48"	48" x 48"	48" x 48"
W1-65	48" x 48"	48" x 48"	48" x 48"
W1-66	48" x 48"	48" x 48"	48" x 48"
W1-67	48" x 48"	48" x 48"	48" x 48"
W1-68	48" x 48"	48" x 48"	48" x 48"
W1-69	48" x 48"	48" x 48"	48" x 48"
W1-70	48" x 48"	48" x 48"	48" x 48"
W1-71	48" x 48"	48" x 48"	48" x 48"
W1-72	48" x 48"	48" x 48"	48" x 48"
W1-73	48" x 48"	48" x 48"	48" x 48"
W1-74	48" x 48"	48" x 48"	48" x 48"
W1-75	48" x 48"	48" x 48"	48" x 48"
W1-76	48" x 48"	48" x 48"	48" x 48"
W1-77	48" x 48"	48" x 48"	48" x 48"
W1-78	48" x 48"	48" x 48"	48" x 48"
W1-79	48" x 48"	48" x 48"	48" x 48"
W1-80	48" x 48"	48" x 48"	48" x 48"
W1-81	48" x 48"	48" x 48"	48" x 48"
W1-82	48" x 48"	48" x 48"	48" x 48"
W1-83	48" x 48"	48" x 48"	48" x 48"
W1-84	48" x 48"	48" x 48"	48" x 48"
W1-85	48" x 48"	48" x 48"	48" x 48"
W1-86	48" x 48"	48" x 48"	48" x 48"
W1-87	48" x 48"	48" x 48"	48" x 48"
W1-88	48" x 48"	48" x 48"	48" x 48"
W1-89	48" x 48"	48" x 48"	48" x 48"
W1-90	48" x 48"	48" x 48"	48" x 48"
W1-91	48" x 48"	48" x 48"	48" x 48"
W1-92	48" x 48"	48" x 48"	48" x 48"
W1-93	48" x 48"	48" x 48"	48" x 48"
W1-94	48" x 48"	48" x 48"	48" x 48"
W1-95	48" x 48"	48" x 48"	48" x 48"
W1-96	48" x 48"	48" x 48"	48" x 48"
W1-97	48" x 48"	48" x 48"	48" x 48"
W1-98	48" x 48"	48" x 48"	48" x 48"
W1-99	48" x 48"	48" x 48"	48" x 48"
W1-100	48" x 48"	48" x 48"	48" x 48"

GENERAL NOTES

- Smaller or larger size signs may be used as necessary.
- Distance between signs should be increased as required to show 100 feet advance warning.
- Distance between signs should be increased as required to show 100 feet advance warning.
- Distance between signs should be increased as required to show 100 feet advance warning.
- Distance between signs should be increased as required to show 100 feet advance warning.

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

Texas Department of Transportation

Division of Traffic Control

DATE: 8-07 8-14 7-03

NO.	DATE	REVISION	APP.

PAPE-DAWSON ENGINEERS

10333 RICHMOND AVE, SUITE 900 HOUSTON, TEXAS 77024
P 713.428.2400 F 713.428.2420 www.pape-dawson.com
TDCI REG. REGISTRATION # 429

STATE OF TEXAS
ROBERT M. PAPER
LICENSED PROFESSIONAL ENGINEER
92978

4/9/15 BID SET
1/27/15 ROSENBERG REVIEW
DATE ISSUE DESCRIPTION
DESIGNED BY SA
DRAWN BY FN
CHECKED BY SA

J. MEYER ROAD WIDENING AND LEFT TURN LANES

TRAFFIC CONTROL PLAN - STANDARDS

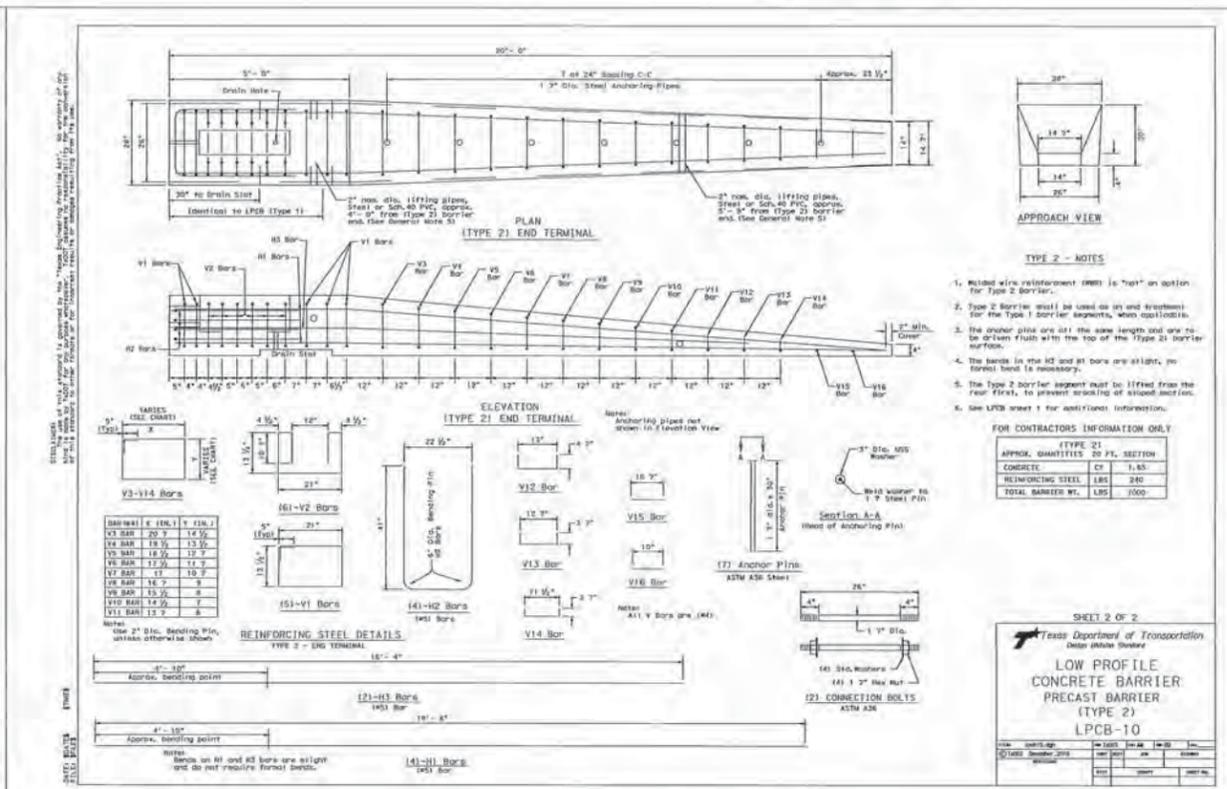
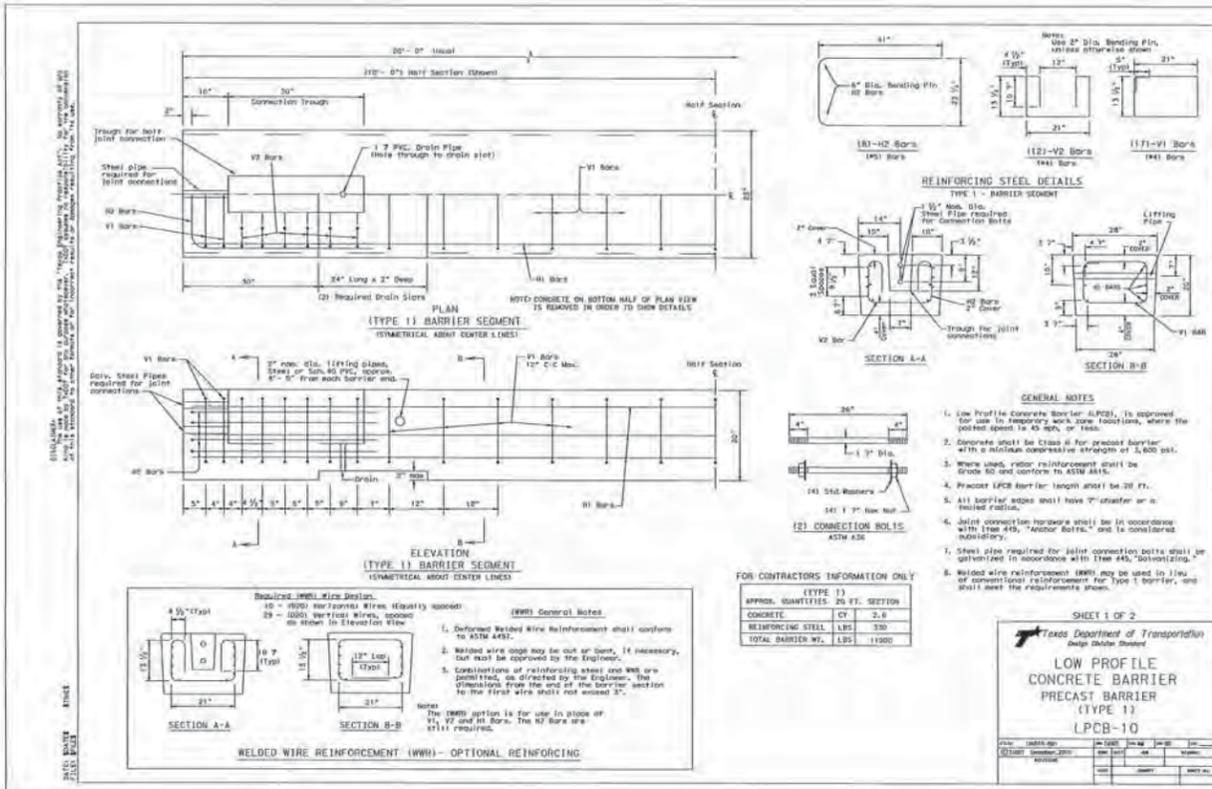
CITY OF ROSENBERG
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

CITY OF ROSENBERG
FOUNDED 1883

APPROVED: JOHN MARESH DIRECTOR OF PUBLIC WORKS
DATE: 5-14-15

APPROVED: CHARLES A. KALKOMEY, P.E. CITY ENGINEER
DATE: 5-14-15

DRAWING SCALE: NTS
SHEET NO: 12C OF 14



NO.	DATE	REVISION	APP.

PAPE-DAWSON ENGINEERS
 10333 RICHMOND AVE, SUITE 900 HOUSTON, TEXAS 77042
 P 713.428.2400 F 713.428.2420 www.pape-dawson.com
 T&E FIRM REGISTRATION # 470



4/9/15	BID SET	
1/27/15	ROSENBERG REVIEW	
DATE	ISSUE DESCRIPTION	
REVISION	BY	CHECKED
SA	FN	SA

J. MEYER ROAD WIDENING AND LEFT TURN LANES

TRAFFIC CONTROL PLAN - STANDARDS

CITY OF ROSENBERG
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING



APPROVED: _____ DATE: _____
 JOHN MARESH
 DIRECTOR OF PUBLIC WORKS

APPROVED: _____ DATE: _____
 CHARLES A. KALKOMEY, P.E.
 CITY ENGINEER

DRAWING SCALE: _____ SHEET NO. _____
 HORIZ: NTS 12F OF 14
 VERT: _____

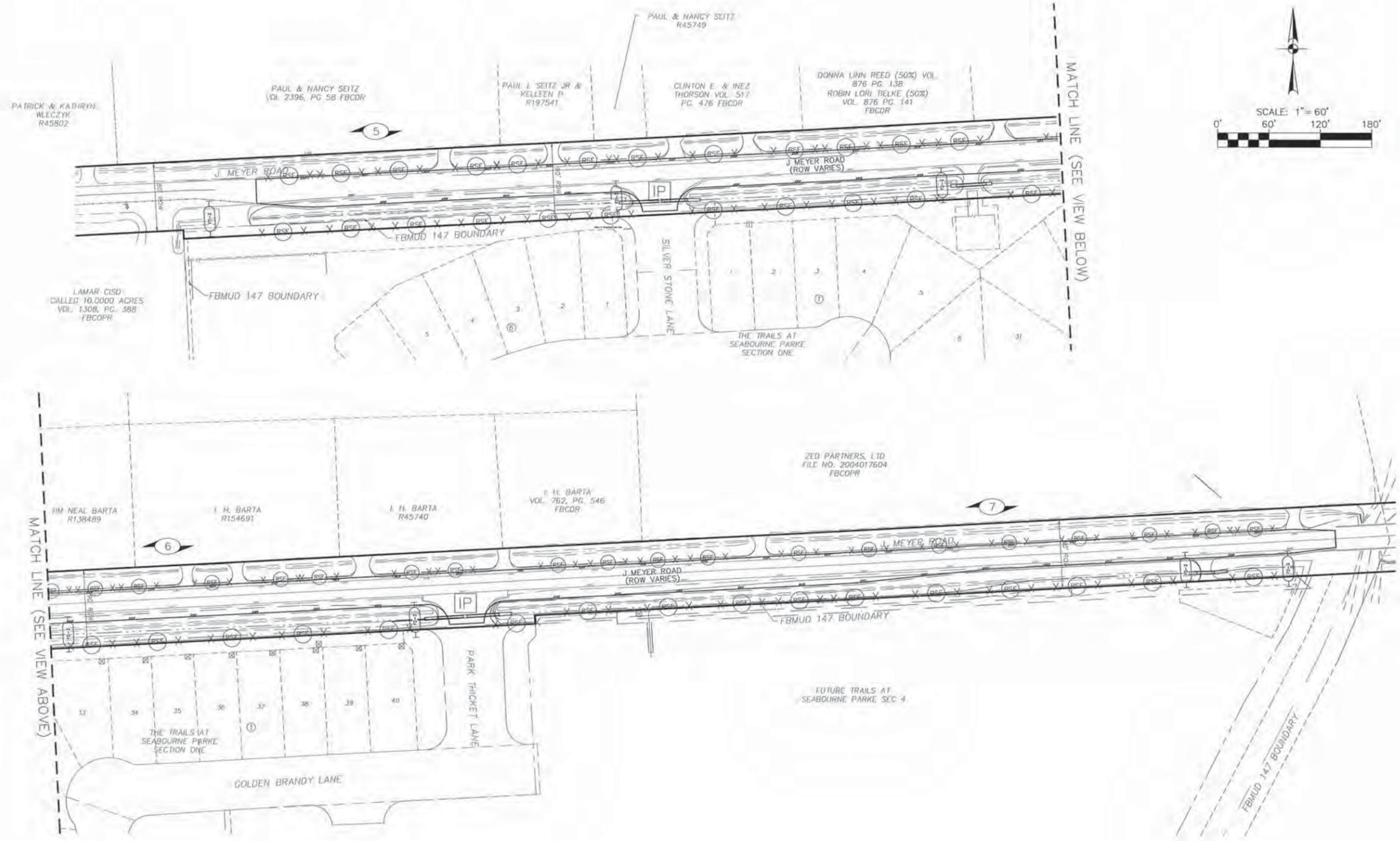
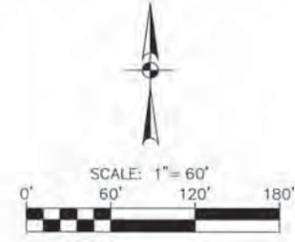
Date: May 14, 2015, 4:36pm User: JG, kscorling
 File: C:\pape\dawson\1501\1501\1501-2-2 Design\2-1 CCA\1501-4011016-10-LPCB_5705.dwg
 THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADEQUATELY ALIASED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

LEGEND

-  PROPOSED PAVEMENT W/CONC CURB
-  EXISTING/FUTURE PAVEMENT
-  GRATE INLET AND PROP CULVERT
-  EXISTING DITCH
-  REINFORCED SILT FENCE AT EDGE OF PAVEMENT
-  INLET PROTECTION: BURLAP BAG TRAP OR BARRIER, DEPENDENT ON CONSTRUCTION PHASE
-  ROCK FILTER DAM - TYPE 2



VICINITY MAP
SCALE: 1" = 4000'
MAP REF: KEY MAP #644H



NO.	DATE	REVISION	APP.

PAPE-DAWSON ENGINEERS

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P 713.428.2400 F 713.428.2420 www.pape-dawson.com
TSP# FIRM REGISTRATION # 470



1/27/15	ROSENBERG REVIEW	Robert M. Preiss
DATE	ISSUE DESCRIPTION	DATE
DESIGNED SA	CHECKED FN	SA

J. MEYER ROAD WIDENING AND LEFT TURN LANES

STORM WATER POLLUTION PREVENTION PLAN

CITY OF ROSENBERG
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING



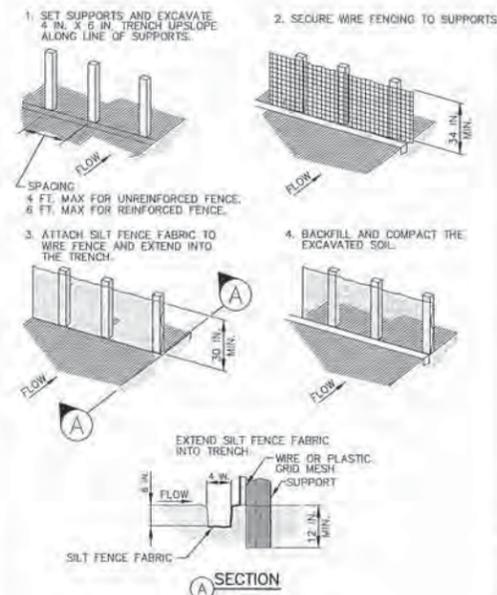
APPROVED: JOHN MARESH, DIRECTOR OF PUBLIC WORKS

APPROVED: CHARLES A. KALKOMEY, P.E., CITY ENGINEER

DRAWING SCALE: 1"=60'
SHEET NO. 13 OF 14

Date: Apr 17, 2015, 1:05pm, User: G. Maresch
 File: K:\projects\14140\14140\14140.dwg, 12-00, design, 12-1, 014\14-001016-51.dwg

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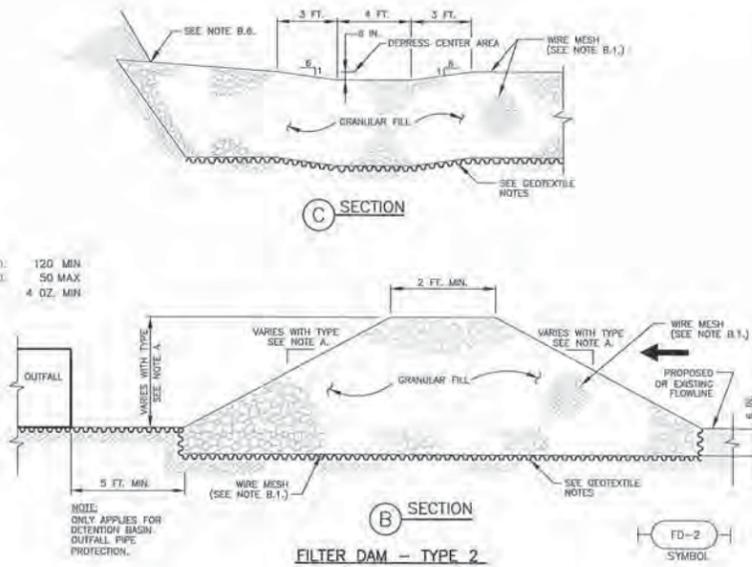
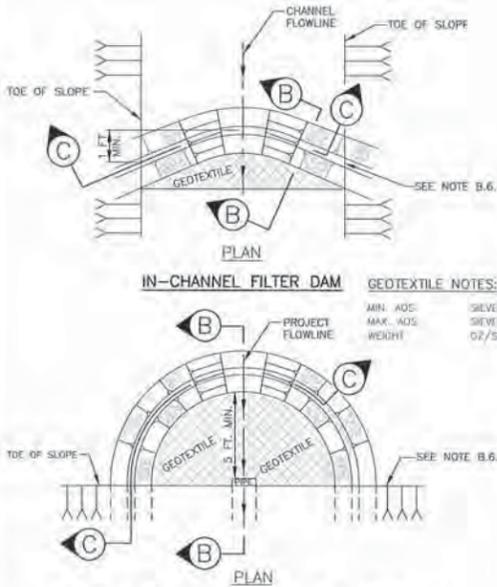
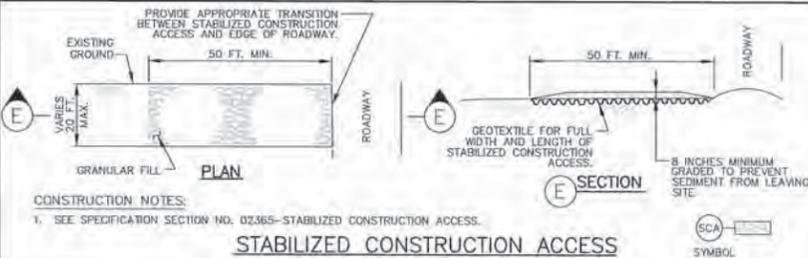
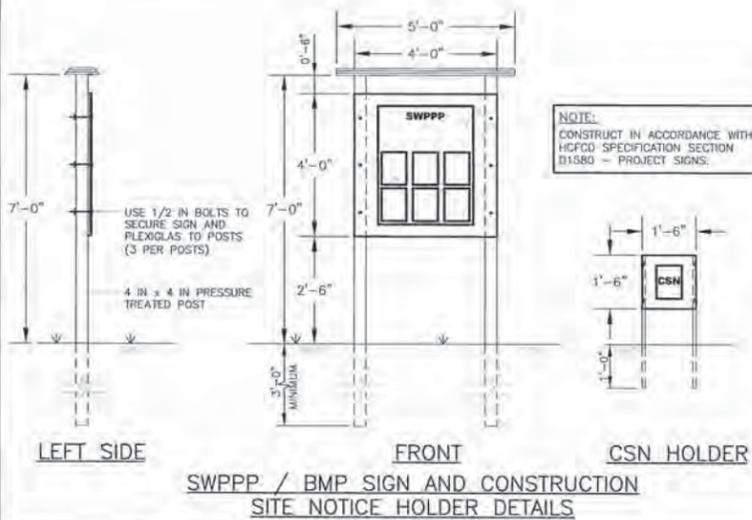
CONSTRUCTION NOTES:

1. SEE SPECIFICATION SECTION NO. 02361-SILT FENCES.

—X—R—X— REINFORCED SILT FENCE SYMBOL

—X—S—X— SILT FENCE SYMBOL

SILT FENCE



FILTER DAM NOTES:

A. TYPES OF FILTER DAMS

1. TYPE 1 (NON-REINFORCED)

a. HEIGHT - 18-24 INCHES. MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.

b. TOP WIDTH - 2 FEET (MINIMUM)

c. SLOPES - 2:1 (MAXIMUM)

2. TYPE 2 (REINFORCED)

a. HEIGHT - 18-36 INCHES. MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.

b. TOP WIDTH - 2 FEET (MINIMUM)

c. SLOPES - 2:1 (MAXIMUM)

3. TYPE 3 (REINFORCED)

a. HEIGHT - 36-48 INCHES. MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.

b. TOP WIDTH - 2 FEET (MINIMUM)

c. SLOPES - 3:1 (MAXIMUM)

4. TYPE 4 (GABION)

a. HEIGHT - 30 INCHES (MINIMUM). MEASURE VERTICALLY FROM EXISTING GROUND TO TOP OF FILTER DAM.

b. TOP WIDTH - 2 FEET (MINIMUM)

5. TYPE 5. AS SHOWN ON THE PLANS.

B. CONSTRUCT FILTER DAMS ACCORDING TO THE FOLLOWING CRITERIA UNLESS SHOWN OTHERWISE ON THE PLANS.

1. TYPE 2 AND 3 FILTER DAMS: SECURE WITH 20 GAUGE GALVANIZED WOVEN WIRE MESH WITH 1 INCH DIAMETER HEXAGONAL OPENINGS.

2. GRANULAR FILL

a. PLACE ON MESH TO HEIGHT AND SLOPES SHOWN ON PLANS OR AS SPECIFIED BY THE ENGINEER.

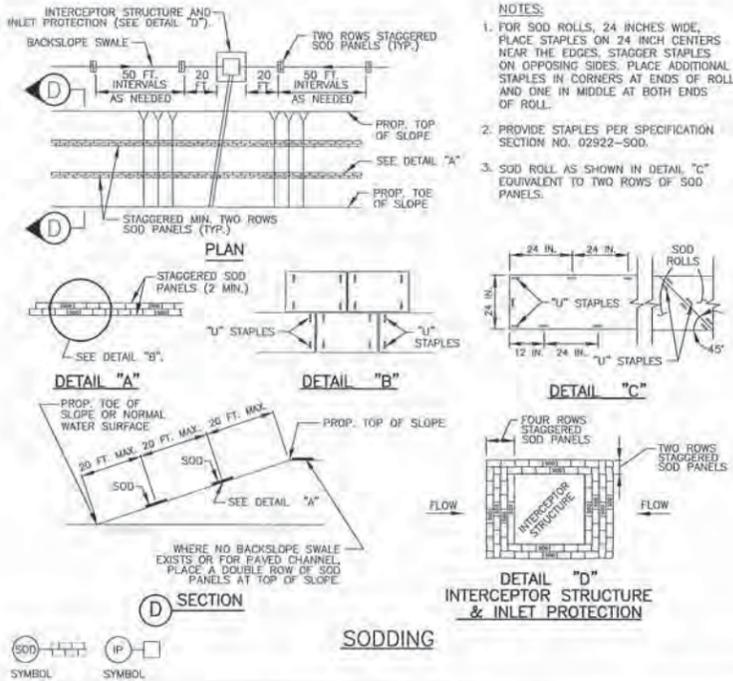
b. 3-5 INCHES FOR ROCK FILTER DAM TYPES 1, 2, AND 4 AND 4-8 INCHES FOR ROCK FILTER DAM TYPE REFER TO GRANULAR FILL IN SPECIFICATION SECTION NO. 02378-RIPRAP AND GRANULAR FILL.

3. WIRE MESH: FOLD AT UPSTREAM SIDE OVER GRANULAR FILL AND TIGHTLY SECURE TO ITSELF ON THE DOWNSTREAM SIDE USING WIRE TIES OR HOG RINGS.

4. IN STREAMS: SECURE OR STAKE MESH TO STREAM BED PRIOR TO AGGREGATE PLACEMENT.

5. SEE SPECIFICATION SECTION NO. 02364-FILTER DAMS.

6. EMBED ONE FOOT MINIMUM INTO SLOPE AND AT SLOPE RAISE ONE FOOT HIGHER THAN CENTER OF DEPRESSED AREA.

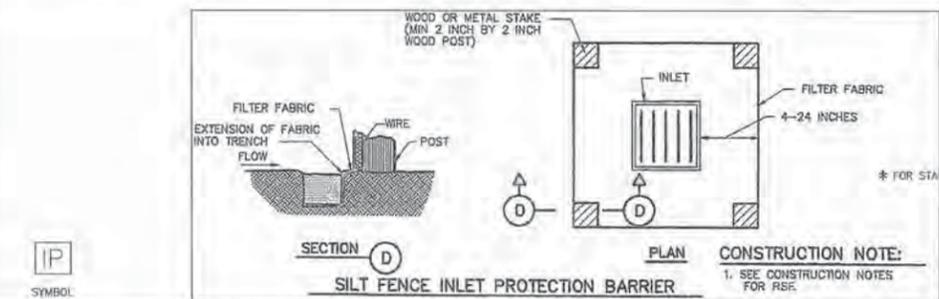
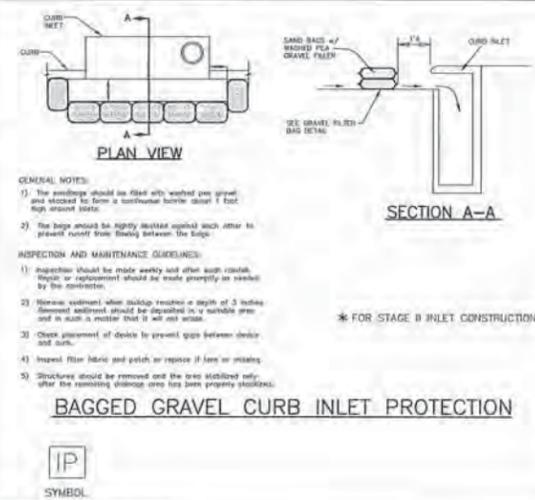


NOTES:

1. FOR SOD ROLLS, 24 INCHES WIDE, PLACE STAPLES ON 24 INCH CENTERS NEAR THE EDGES, STAGGER STAPLES ON OPPOSING SIDES. PLACE ADDITIONAL STAPLES IN CORNERS AT ENDS OF ROLL AND ONE IN MIDDLE AT BOTH ENDS OF ROLL.

2. PROVIDE STAPLES PER SPECIFICATION SECTION NO. 02922-SOD.

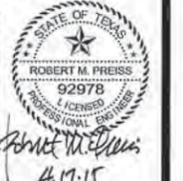
3. SOD ROLL AS SHOWN IN DETAIL "C" EQUIVALENT TO TWO ROWS OF SOD PANELS.



NO.	DATE	REVISION	APP.

PAPE-DAWSON ENGINEERS

10333 RICHMOND AVE, SUITE 900 HOUSTON, TEXAS 77042
 P 713.428.2400 F 713.428.2420 www.pape-dawson.com
 TOPIC FROM REGISTRATION # 4370



DATE	ISSUE DESCRIPTION	DESIGNER	CHECKER
4/27/15	ROSENBERG REVIEW	Robert M. Preiss	4.17.15

J. MEYER ROAD WIDENING AND LEFT TURN LANES

STORM WATER POLLUTION PREVENTION DETAILS

CITY OF ROSENBERG
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING



APPROVED:	DATE:
JOHN MARESH DIRECTOR OF PUBLIC WORKS	
APPROVED:	DATE:
CHARLES A. KALKOMET, P.E. CITY ENGINEER	
DRAWING SCALE:	SHEET NO.
HORIZ.:	14 OF 14
VERT.:	

EXHIBIT “C”

ROAD IMPROVEMENTS BUDGET

[to be inserted below]

J Meyer Road - Construction Cost Estimate					
Item Number	Unit	Item Description	Total	Unit Price	Total Amount
Paving					
1	Cubic Yard	Roadway Excavation, Complete	5,450	\$2.50	\$13,625.00
2	Cubic Yard	Roadway Embankment, Complete	1,900	\$2.50	\$4,750.00
3	Cubic Yard	Roadway Excavation, Haul Off Site	3,550	\$10.00	\$35,500.00
4	Ton	Lime for Subgrade	225	\$175.00	\$39,375.00
5	Square Yard	Subgrade Manipulation for 8-Inch Subgrade	10,715	\$1.75	\$18,751.25
6	Square Yard	8-Inch Compacted Subgrade	10,715	\$1.75	\$18,751.25
7	Square Yard	8-Inch Flexible Base	10,160	\$40.00	\$406,400.00
8	Ton	2.5-Inch Hot-Mix Asphalt	1,320	\$350.00	\$462,000.00
9	Square Yard	Removal of Existing Asphalt	3,645	\$10.00	\$36,450.00
10	Acre	Seeding	2	\$1,500.00	\$3,000.00
11	Linear Feet	Reinforced Concrete Pipe (CL III) (36")	188	\$115.00	\$21,620.00
12	Linear Feet	Roadside Ditch	2,120	\$5.00	\$10,600.00
13	Each	Type A Inlet, Stage 1	2	\$1,200.00	\$2,400.00
14	Each	Type A Inlet, Stage 2	2	\$1,000.00	\$2,000.00
15	Each	Precast Safety End Treatment	8	\$2,000.00	\$16,000.00
16	Each	Removal and Replacement of Existing Gravel Driveway	1	\$1,500.00	\$1,500.00
17	Linear Feet	Removal and Disposal of Existing 30-Inch CGMP	21	\$18.00	\$378.00
18	Linear Feet	Removal and Disposal of Existing 30-Inch RCP	33	\$18.00	\$594.00
19	Linear Feet	Removal and Disposal of Existing 36-Inch RCP	154	\$25.00	\$3,850.00
20	Each	Removal and Disposal of Grate Inlet	2	\$500.00	\$1,000.00
21	Each	Removal and Disposal of Safety End Treatment	8	\$500.00	\$4,000.00
22	Each	Relocate Existing Roadway Sign	6	\$250.00	\$1,500.00
23	Each	Relocate Flashing Beacon Assembly	1	\$500.00	\$500.00
24	Each	Relocate Mailbox	9	\$250.00	\$2,250.00
25	Lump Sum	Striping & Pavement Markings	1	\$10,000.00	\$10,000.00
26	Lump Sum	Traffic Control Plan	1	\$15,000.00	\$15,000.00
Total					\$1,131,794.50
Notes:					
1. This estimate of construction cost is for informational purposes only.					
2. Unit prices shown are estimates based on existing projects of a similar nature; prices will vary.					
3. Project to be completed based on the Road Improvement Plans, and not this estimate.					

RESOLUTION NO. R-1762

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

* * * * *

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

Section 1. The City Council hereby acknowledges the Acknowledgement and Assignment of Rights Pursuant to Water Supply and Wastewater Services Contract (Assignment) by and among Woodcreek Mortgage Corporation, 18 Reddy-Patel, Ltd., and LGI Homes-Texas, L.L.C., for Fort Bend County Municipal Utility District No. 147.

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

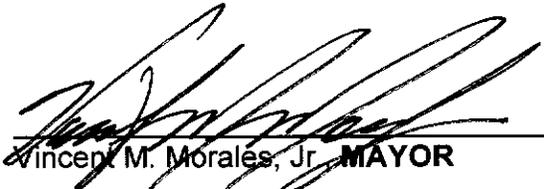
Section 3. The City Manager is hereby authorized to execute said Assignment, for and on behalf of the City of Rosenberg, Texas, and any and/or all necessary documentation regarding same.

PASSED, APPROVED, AND RESOLVED this 4th day of March 2014.

ATTEST:


Linda Cernosek CITY SECRETARY

APPROVED:


Vincent M. Morales, Jr. MAYOR



WHEREAS, Woodcreek and LGI desire to execute this Acknowledgment to (i) acknowledge the continued validity of the Utility Contract, and the District's rights, duties and obligations thereunder to provide service to the property within the District, including, without limitation, the Conveyed Property; and (ii) to assign any rights, title and interest as the "Developer" to and under the Utility Contract to LGI with respect to the Conveyed Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Woodcreek and LGI agree as follows:

1. Status of Utility Contract. The Utility Contract is in full force and effect, and the District has the right, duty and obligation to provide service to the property within its boundaries pursuant to the Utility Contract, which property includes the Conveyed Property.

2. Assignment. Woodcreek does hereby unconditionally sell, grant, transfer, bargain, assign, convey and set over to LGI, its successors and assigns, all of the right, title and interest, if any, of Woodcreek in and to the Utility Contract with respect to the Conveyed Property, including, but not by way of limitation, the rights, title, interests, duties and obligations provided in Article III of the Utility Contract with respect to the Conveyed Property. By its execution hereof, LGI agrees to assume in full each of the duties and obligations of Woodcreek under the Utility Contract with respect to the Conveyed Property, if any, without exception or qualification. This assignment and assumption is made by Woodcreek and LGI with the approval and acknowledgment of the District and the City as indicated by execution of this Acknowledgment, and the City and District, by their execution hereof acknowledge and agree that LGI is the sole successor Developer under the Utility Contract with respect to the Conveyed Property by this Acknowledgment, and all of the Conveyed Property, including without limitation portions thereof within the "Detention Tract" (as defined in the Utility Contract), are located within the boundaries and jurisdiction of the District and the City.

3. Road Improvement Agreement. All parties agree that this Acknowledgment includes all obligations pursuant to the provisions of a "Road Improvement Agreement" dated November 27, 2007 (the "Road Improvement Agreement"). Further, all parties agree that said Road Improvement Agreement does not accurately represent the conditions of J. Meyer Road as of the date of this Acknowledgment, and that the proposed improvements and parties identified within said Road Improvement Agreement must be amended. Said amendment shall take place prior to the issuance of a City infrastructure permit for any additional development within the Conveyed Property, and shall be acceptable to the City as solely determined by the City.

4. Woodcreek's Representations. Woodcreek represents, warrants, covenants and agrees: (a) that Woodcreek has the right and authority to make this Acknowledgment; (b) that, to the best of Woodcreek's knowledge, there is no default under the Utility Contract now existing and no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute an event of default under the Utility Contract; and (c) that Woodcreek will, upon the request of LGI, execute and deliver to LGI such other documents or take such further actions as LGI may deem reasonably necessary or appropriate to make effective this acknowledgment and the various covenants of Woodcreek herein.

5. Notices to Developer. From and after the date of this Acknowledgement, all notices to be delivered to Developer with respect to the Conveyed Property shall be delivered in accordance with the notice provisions in Section 7.6 of the Utility Contract to LGI at the following:

LGI Homes – Texas, LLC
Attention: Jack Lipar
1450 Lake Robins Drive, Suite 430
The Woodlands, Texas 77380

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Woodcreek and LGI have executed this Acknowledgment as of the date and year first written above.

"WOODCREEK":

WOODCREEK MORTGAGE CORP.,
a Texas corporation

By: [Signature]
Name: Daniel D. Dutton
Title: President

18 REDDY-PATEL, LTD.,
a Texas limited partnership

By: P. S. Reddy
Name: PINDU GANTI S. REDDY
Title: Partner

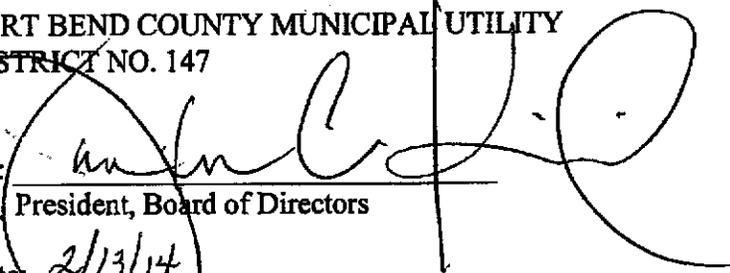
"LGI":

LGI HOMES-TEXAS, L.L.C.,
a Texas limited liability company

By: [Signature]
Name: JACK A. LIPMAN
Title: Executive Vice President

Fort Bend County Municipal Utility District No. 147 hereby executes this Acknowledgment solely for the purposes of (i) acknowledging the existence and continuing validity of the Utility Contract, and (ii) granting its consent to the assignment contained herein.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 147

By: 
Vice President, Board of Directors

Date: 2/13/14



The City of Rosenberg hereby executes this Acknowledgment solely for the purposes of (i) acknowledging the existence and continuing validity of the Utility Contract, and (ii) granting its consent to the assignment contained herein, and (iii) acknowledging that the City no longer has a right to terminate the Utility Contract pursuant to the terms of the second paragraph of Section 7.13 of the Utility Contract.

CITY OF ROSENBERG

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

ATTEST:

APPROVED:

City Secretary

City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE CONVEYED PROPERTY

[SEE ATTACHED]

County: Fort Bend
Project: Seabourne
Job No. 136701
MBS No. 13-229

FIELD NOTES FOR 87.141 ACRES

Being a tract containing 87.141 acres of land, located in the G.M. Stone 1/3 League, Abstract 312, in Fort Bend County, Texas; Said 87.141 acre tract being a portion of a call 87.836 acre tract recorded in the name of 18 Reddy-Patel, LLC in File Number 2008116310 of the Official Records of Fort Bend County (O.R.F.B.C), **SAVE AND EXCEPT** a call 0.115 acre tract recorded in the name of Julie Cuenod in Number 2012120386 of the O.R.F.B.C.; Said 87.141 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS Observations):

Beginning at a 5/8-inch iron rod with LJA cap found at the northeasterly corner of The Trails at Seabourne Parke, Section One, a subdivision recorded in Plat Number 20050152 of the Fort Bend County Plat Records (F.B.C.P.R.) and being on the southerly Right-of-Way (R.O.W.) line of Meyer Road (80-foot wide), from which the northwesterly corner of said The Trails at Seabourne Park, Section One and the northeasterly corner of a call 10.0 acre tract recorded in the name of Lamar Consolidated Independent School District in Volume 1308, Page 388 of the O.R.F.B.C. bears South 86 degrees 56 minutes 50 seconds West, a distance of 1597.08 feet;

Thence, with said southerly R.O.W. line, North 86 degrees 56 minutes 50 seconds East, a distance of 982.88 feet to the centerline of Seabourne Creek;

Thence, with said centerline, the following five (5) courses:

- 1) South 23 degrees 41 minutes 29 seconds West, a distance of 113.15 feet;
- 2) South 27 degrees 28 minutes 00 seconds West, a distance of 99.20 feet;
- 3) South 28 degrees 05 minutes 46 seconds West, a distance of 302.37 feet;
- 4) 312.71 feet along the arc of a curve to the left, said curve having a radius of 900.00 feet, a central angle of 19 degrees 54 minutes 28 seconds and a chord that bears South 17 degrees 09 minutes 44 seconds West, a distance of 311.14 feet;
- 5) South 07 degrees 12 minutes 30 seconds West, a distance of 188.18 feet to the southwesterly corner of a call 1.143 acre tract recorded in the name of Israel Perez in File Number 2005065984 of the O.R.F.B.C.;

Thence, with the southerly line of said 1.143 acre tract and the southerly line of a call 5.236 acre tract recorded in the name of Robert Chalupa in File Number 1960075016 of the O.R.F.B.C., North 86 degrees 10 minutes 22 seconds East, a distance of 772.13 feet to a 5/8-inch iron rod set at the northwesterly corner of a call 5.0888 acre tract recorded in the name of A.J. Holdings in File Number 2007117773 of the O.R.F.B.C.;

Thence, with the westerly line of said 5.0888 acres, the westerly line of a call 2.3827 acre tract recorded in the name of Robert Duran in Volume 2700, Page 1841 of the O.R.F.B.C. and the westerly line of a call 2.33 acre tract recorded in the name of Blas Rodriguez in File Number 1956127049 of the O.R.F.B.C., South 03 degrees 29 minutes 14 seconds East, a distance of 836.45 feet to a 1-inch iron pipe found at the

southwest corner of said 2.33 acre tract and on the northerly line of a call 105.216 acre tract recorded in the name of Wayne L. Rea III, et al in File Number 2006036611 of the O.R.F.B.C.;

Thence, with said northerly line and the northerly line of a call 51.76 acre tract recorded in the name of Theodore Janczak in File Number 1946313004 of the O.R.F.B.C., South 86 degrees 56 minutes 35 seconds West, a distance of 3559.00 feet to a 5/8-inch iron rod with LJA cap found at the southeast corner of a call 4.43 acre tract recorded in the name of Johnnie Kujawa, et ux in Volume 470, Page 575 of the O.R.F.B.C.;

Thence, North 02 degrees 46 minutes 35 seconds West, at a distance of 307.22 feet pass a 60d nail found at the northeast corner of said 4.43 acre tract and the southeast corner of a call 5 acre tract recorded in the name of Louis Vacek in Volume 484, Page 115 of the O.R.F.B.C., at a distance of 607.01 feet pass a 1-inch iron pipe found at the northeast corner of said 5 acre tract and the southeast corner of a call 8.63 acre tract recorded in the name of Sebesta Farms, LLC in File Number 2002098337 of the O.R.F.B.C., in all, a distance of 911.54 feet to a 5/8-inch iron rod found at the southwest corner of a call 0.116 acre tract recorded in the name of Obra Homes, Inc. in File Number 2006071534 of the O.R.F.B.C.;

Thence, with the southerly line of said 0.116 acre tract and the southerly lines of two call 0.115 acre tracts recorded in the name of Obra Homes, Inc. in File Numbers 2006071532 and 2006076062 of the O.R.F.B.C., respectively, and the southerly lines of two call 0.115 acre tracts recorded in the name of Elan Development, L.P. in File Numbers 2003152400 and 2003149530, respectively, North 86 degrees 49 minutes 53 seconds East, a distance of 250.68 feet to a 5/8-inch iron rod with Terra cap found;

Thence, North 03 degrees 10 minutes 07 seconds West, a distance of 100.00 feet to a 5/8-inch iron rod with Terra cap found on the southerly line of the aforesaid 10.0 acre tract;

Thence, with said southerly line, North 86 degrees 51 minutes 38 seconds East, a distance of 341.21 feet to a 5/8-inch iron rod with LJA cap found in the westerly line of aforesaid The Trails at Seabourne Park, Section One;

Thence, with the westerly, southerly and easterly lines of said The Trails at Seabourne Park, the following twenty-eight (28) courses:

- 1) South 78 degrees 44 minutes 13 seconds East, a distance of 23.64 feet to a 5/8-inch iron rod set;
- 2) South 03 degrees 03 minutes 59 seconds East, a distance of 120.00 feet to a 5/8-inch iron rod with LJA cap found;
- 3) South 86 degrees 56 minutes 01 second West, a distance of 10.00 feet to a 5/8-inch iron rod with LJA cap found;
- 4) South 03 degrees 03 minutes 59 seconds East, a distance of 231.03 feet to a 5/8-inch iron rod with LJA cap found;
- 5) North 86 degrees 56 minutes 01 second East, a distance of 120.00 feet to a 5/8-inch iron rod with LJA cap found;
- 6) South 03 degrees 03 minutes 59 seconds East, a distance of 38.97 feet to a 5/8-inch iron rod with LJA cap found;

- 7) North 86 degrees 56 minutes 01 seconds East, a distance of 180.00 feet to a 5/8-inch iron rod with LJA cap found;
- 8) South 03 degrees 03 minutes 59 seconds East, a distance of 2.22 feet to a 5/8-inch iron rod with LJA cap found;
- 9) North 86 degrees 56 minutes 01 second East, a distance of 120.00 feet to a 5/8-inch iron rod with LJA cap found;
- 10) South 03 degrees 03 minutes 59 seconds East, a distance of 4.61 feet to a 5/8-inch iron rod with LJA cap found;
- 11) North 86 degrees 56 minutes 01 second East, a distance of 172.00 feet to a 5/8-inch iron rod with LJA cap found;
- 12) North 00 degrees 18 minutes 13 seconds East, a distance of 55.29 feet to a 5/8-inch iron rod with LJA cap found;
- 13) North 41 degrees 56 minutes 01 second East, a distance of 14.14 feet to a 5/8-inch iron rod with LJA cap found;
- 14) North 03 degrees 03 minutes 59 seconds West, a distance of 45.72 feet to a 5/8-inch iron rod with LJA cap found;
- 15) North 81 degrees 24 minutes 30 seconds East, a distance of 106.84 feet to a 5/8-inch iron rod with LJA cap found;
- 16) North 85 degrees 34 minutes 05 seconds East, a distance of 97.92 feet to a 5/8-inch iron rod set;
- 17) North 86 degrees 56 minutes 01 second East, a distance of 400.00 feet to a 5/8-inch iron rod with LJA cap found;
- 18) North 03 degrees 03 minutes 59 second West, a distance of 125.00 feet to a 5/8-inch iron rod with LJA cap found;
- 19) North 86 degrees 56 minutes 01 second East, a distance of 5.42 feet to a 5/8-inch iron rod with LJA cap found;
- 20) North 03 degrees 03 minutes 10 seconds West, a distance of 679.98 feet to a 5/8-inch iron rod set;
- 21) North 86 degrees 56 minutes 50 seconds East, a distance of 95.00 feet to a 5/8-inch iron rod found;
- 22) 39.28 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 54 seconds and a chord that bears South 48 degrees 03 minutes 10 seconds East, a distance of 35.36 feet to a 5/8-inch iron rod found;
- 23) North 86 degrees 56 minutes 50 seconds East, a distance of 60.00 feet to a 5/8-inch iron rod found;

- 24) 39.28 feet along the arc of a curve to the right, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 54 seconds and a chord that bears North 41 degrees 56 minutes 50 seconds East, a distance of 35.36 feet to a 5/8-inch iron rod found;
- 25) North 86 degrees 56 minutes 50 seconds East, a distance of 157.52 feet to a 5/8-inch iron rod found;
- 26) North 03 degrees 03 minutes 10 seconds West, a distance of 175.00 feet to a 5/8-inch iron rod found;
- 27) North 41 degrees 56 minutes 50 seconds East, a distance of 14.14 feet to a 5/8-inch iron rod with LJA cap found;
- 28) North 03 degrees 03 minutes 10 seconds West, a distance of 25.00 feet to the **Point of Beginning** and containing 87.141 acres of land.

PLAT OF SURVEY WAS PREPARED IN CONNECTION WITH THE HEREIN DESCRIPTION AND FILED UNDER JOB NUMBER 136701, GBI PARTNERS, LP.

GBI PARTNERS, L.P.
Ph: 281.499.4539
November 10, 2013



A handwritten signature in black ink, appearing to read "Jon P. Bordovsky".

The Comprehensive Annual Financial Report (CAFR) for 2013 was reviewed at the Finance/Audit Committee Meeting (Committee) on February 19, 2014, and the Committee recommended acceptance of the CAFR. A letter required by Statement on Accounting Standards No. 114 was presented by the auditors and distributed with the CAFR.

John Manning, with Patillo, Brown and Hill, LLP, will present the Comprehensive Annual Financial Report for 2013, and some of the key financial highlights of the report.

Staff recommends the acceptance of the FY2013 CAFR.

Key discussion points:

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

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

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

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

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

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

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

Key discussion points:

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

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

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

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



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
8	Final Plat of The Trails at Seabourne Parke Section Two
ITEM/MOTION	
Consideration of and action on a Final Plat of The Trails at Seabourne Parke Section Two, a subdivision of 22.691 acres located in the G.M. Stone 1/3 League Survey, Abstract 312, City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 147); 108 lots, 6 blocks.	
FINANCIAL SUMMARY	
ELECTION DISTRICT	

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. Final Plat of The Trails at Seabourne Parke Section Two
2. Land Plan of The Trails at Seabourne Parke – June 2003
3. Planning Commission Meeting Minute Excerpt - 04-15-15
4. Planning Commission Meeting Minute Excerpt - 01-21-15

MUD #: 147 (The Trails at Seabourne Parke)

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner, AICP
 Executive Director of
 Community Development

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

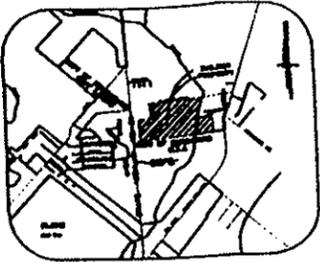
EXECUTIVE SUMMARY

The Final Plat of The Trails at Seabourne Parke Section Two consists of approximately 22.691 acres and 108 residential lots. It is located south of J. Meyer Road and off of Heath Ridge, Oak Briar, and Cottage Creek Lanes, immediately southwest of The Trails at Seabourne Parke Section One. The Plat is within the City Limits and located in Fort Bend County MUD No. 147.

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

There are no apparent conflicts with applicable regulations or with the original Land Plan. In addition to the Utility Agreement and Land Plan, this Plat/development is subject to a Road Improvement Agreement related to improvements to J. Meyer Road that, due to conditions that have changed over the last several years since platting last occurred, must be modified to address needed road improvements before any infrastructure permits are released for the subdivision. This Agreement shall be in place prior to Final Plat approval by City Council. The Agreement was placed as an earlier item on the agenda to address this requirement. Staff recommends approval of the Final Plat of The Trails at Seabourne Parke Section Two. The Planning Commission recommended approval to City Council of the Plat on April 15, 2015, contingent on the Agreement first being approved.

RESIDENTIAL URBAN



PHASE ONE
100 LOTS

PHASE TWO
149 LOTS

LAMAR CONSOLIDATED
INDEPENDANT
SCHOOL DISTRICT
RESIDENTIAL
U.R.B.A.N.
VOL. 1308, PG. 388
F.B.C.D.R.

RESIDENTIAL
URBAN

FRANK A. SEBASTA
VOL. 268, PG. 91
F.B.C.D.R.
RESIDENTIAL
U.P.R.A.N.

LOUIS F. VADZY
VOL. 1827, PG. 96
F.B.C.D.R.

GROHRT T. GRISHAM
VOL. 440, PG. 184
F.B.C.D.R.

ROBERT CHERYL DURAN
F.N. 9464568
F.B.C.O.P.R.
RESIDENTIAL
URBAN

BLAS RODRIGUEZ
VOL. 348, PG. 99
F.B.C.D.R.

DETENTION

PHASE THREE
107 LOTS

THEODORE JANCZAK
VOL. 240, PG. 243
F.B.C.D.R.

M.R. SOHARTZ, JAMES BAKER
AND MADEL S. BAKER
VOL. 857, PG. 21
F.B.C.D.R.

PHASE FOUR
100 LOTS

J. MEYER ROAD TRACT

BEING ± 117.5 ACRES OF LAND
CONTAINING 457 LOTS (357 X 100' TYP) AND
FIVE FIVE-UNIT OR ELEVEN-BLOCK

PLAN OF THE
S.M. STONE LEAGUE, A-512
NEW BRICK COUNTY, TEXAS

BLANK DEVELOPMENT: 1987-1-28 MONTHLY SITE 200
OPTIONAL TEXAS TRAIL, MR. CLAY FENDLEY, 1988 200-0111

KERRY A. GILBERT & ASSOCIATES, INC.

12810 Park Blvd. Suite 200
Dallas, Texas 75244

Scale 1" = 50'

June 21, 2003

RECEIVED
JUN 27 2003
BY:

LEGEND AND NOTES
1. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
LAMAR CONSOLIDATED INDEPENDANT SCHOOL DISTRICT
RESIDENTIAL URBAN ZONING ORDINANCE, VOL. 1308, PG. 388
F.B.C.D.R. UNLESS OTHERWISE SPECIFIED.
2. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
FRANK A. SEBASTA RESIDENTIAL U.P.R.A.N. ZONING ORDINANCE,
VOL. 268, PG. 91 F.B.C.D.R. UNLESS OTHERWISE SPECIFIED.
3. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
LOUIS F. VADZY RESIDENTIAL U.P.R.A.N. ZONING ORDINANCE,
VOL. 1827, PG. 96 F.B.C.D.R. UNLESS OTHERWISE SPECIFIED.
4. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
THEODORE JANCZAK RESIDENTIAL U.P.R.A.N. ZONING ORDINANCE,
VOL. 240, PG. 243 F.B.C.D.R. UNLESS OTHERWISE SPECIFIED.
5. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
M.R. SOHARTZ, JAMES BAKER AND MADEL S. BAKER RESIDENTIAL
U.P.R.A.N. ZONING ORDINANCE, VOL. 857, PG. 21 F.B.C.D.R.
UNLESS OTHERWISE SPECIFIED.
6. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
GROHRT T. GRISHAM RESIDENTIAL U.P.R.A.N. ZONING ORDINANCE,
VOL. 440, PG. 184 F.B.C.D.R. UNLESS OTHERWISE SPECIFIED.
7. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
ROBERT CHERYL DURAN RESIDENTIAL U.P.R.A.N. ZONING
ORDINANCE, F.N. 9464568 F.B.C.O.P.R. UNLESS OTHERWISE
SPECIFIED.
8. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
BLAS RODRIGUEZ RESIDENTIAL U.P.R.A.N. ZONING ORDINANCE,
VOL. 348, PG. 99 F.B.C.D.R. UNLESS OTHERWISE SPECIFIED.
9. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
CITY OF ROSENBERG CITY LIMITS UNLESS OTHERWISE SPECIFIED.
10. ALL LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE
VILLAGE OF PLAZA CITY LIMITS UNLESS OTHERWISE SPECIFIED.

- 100' X 100' TYP
- 100' X 125' TYP
- 100' X 150' TYP
- 100' X 200' TYP
- 100' X 250' TYP
- 100' X 300' TYP
- 100' X 350' TYP
- 100' X 400' TYP
- 100' X 450' TYP
- 100' X 500' TYP
- 100' X 550' TYP
- 100' X 600' TYP
- 100' X 650' TYP
- 100' X 700' TYP
- 100' X 750' TYP
- 100' X 800' TYP
- 100' X 850' TYP
- 100' X 900' TYP
- 100' X 950' TYP
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- 100' X 8750' TYP
- 100' X 8800' TYP
- 100' X 8850' TYP
- 100' X 8900' TYP
- 100' X 8950' TYP
- 100' X 9000' TYP
- 100' X 9050' TYP
- 100' X 9100' TYP
- 100' X 9150' TYP
- 100' X 9200' TYP
- 100' X 9250' TYP
- 100' X 9300' TYP
- 100' X 9350' TYP
- 100' X 9400' TYP
- 100' X 9450' TYP
- 100' X 9500' TYP
- 100' X 9550' TYP
- 100' X 9600' TYP
- 100' X 9650' TYP
- 100' X 9700' TYP
- 100' X 9750' TYP
- 100' X 9800' TYP
- 100' X 9850' TYP
- 100' X 9900' TYP
- 100' X 9950' TYP
- 100' X 10000' TYP

LOT ANALYSIS

60' LOTS :	340 (74%)
80' LOTS :	83 (18%)
RADIAL LOTS :	87 (19%)
87' OR GREATER :	17 (4%)

being a subdivision of 2.3580 acres out of the Robert E. Handy Survey, A-187, in the City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 144). The motion carried unanimously by those present.

6. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF RIVERS MIST SECTION THREE, BEING A SUBDIVISION OF 31.51 ACRES OUT OF THE WM. LUSK SURVEY, A-276, IN FORT BEND COUNTY, TEXAS. (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 158); ALSO BEING A PARTIAL REPLAT OF RESTRICTED RESERVE 'C', BLOCK 1, RIVERS MIST SECTION TWO, PLAT NO. 2015008851 F.B.C.P.R.; 73 LOTS, 4 BLOCKS AND 5 RESERVES (13.2161 ACRES)

Executive Summary: The Final Plat of Rivers Mist Section Three is located off of River Delta Lane and Rohan Road, south of Rivers Mist Sections One and Two. The Final Plat is in the Extraterritorial Jurisdiction (ETJ) and in Fort Bend County MUD No. 158.

The Plat consists of 73 lots, four (4) blocks, and five (5) reserves with a total of 13.2161 acres. All proposed lots are a minimum of sixty feet (60') in width. This is in accordance with the approved Land Plan for Rivers Mist dated May 2006.

The Preliminary Plat of this subdivision was approved by the Planning Commission on March 18, 2015. The Final Plat is consistent with the approved Preliminary Plat and meets all applicable regulations of the City of Rosenberg. Therefore staff recommends that the Planning Commission recommend approval to City Council of the Final Plat of Rivers Mist Section Three.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Poldrack inquired about the price range of the homes.
- Mr. Tanner replied that he was not aware of the price range.
- Mr. Parsons inquired about the estimated value of the homes.
- Mr. Tanner replied that this question could be posed to the developer at most, but that action could not be taken by the City based on the price of the homes.

Action Taken: Commissioner Casias moved, seconded by Commissioner Parsons, to recommend approval to City Council of the Final Plat of Rivers Mist Section Three, being a subdivision of 31.51 acres out of the WM. Lusk Survey, A-276, in Fort Bend County, Texas. (Fort Bend County Municipal Utility District No. 158): Also being a partial replat of restricted Reserve 'C', Block 1, Rivers Mist Section Two, Plat No. 2015008851 F.B.C.P.R.; 73 lots, 4 blocks and 5 reserves (13.2161 acres). The motion carried unanimously by those present.

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

Executive Summary: The Final Plat of The Trails at Seabourne Parke Section Two consists of approximately 22.691 acres and 108 residential lots. It is located south of J. Meyer Road and off of Heath Ridge, Oak Briar, and Cottage Creek Lanes, immediately southwest of The Trails at Seabourne Parke Section One. The Plat is within the City Limits and located in Fort Bend County MUD No. 147.

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

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

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Commissioner Poldrack inquired about transferring a land plan from one developer to another.
- Mr. Tanner replied that a land plan could be transferred, as long as an agreement was assigned to the other developer.
- Commissioner Poldrack stated that originally, the agreement was between the City and the first developer, not the City and the second developer. This agreement does not seem to be assignable.
- Mr. Tanner replied that the transfer requires City Council action and that the City cannot regulate the development based on ownership. Once the land plan has been approved, the developer can proceed. The City can apply current regulations if the use or layout changes, but not if the ownership changes.
- Commissioner Poldrack stated that the requirements have changed, and it seems as though the new developer would have to reset the requirements according to the present developer, not the prior developer.
- Mr. Tanner replied that the City looked into the possibility of applying the new standards, but did not have the ability to legally do so.
- Commissioner Parsons inquired about the number of sections in the development.
- Mr. Tanner replied that there are three sections. Section One has been developed, and is about half built out.
- Commissioner Parsons inquired about the number of homes that will still have to be built on 50' lots. Mr. Parsons also inquired about the number of homes previously built on 50' lots and the anticipated number of homes to be built on 50' lots.
- Mr. Tanner replied that the City is required to approve the plats on the standards implemented at that time.
- Councilor McConathy stated that after the land plan is approved, the developer is not subject to changing the lot sizes to 60' lots.
- Commissioner Parsons inquired about the number of 50' lots remaining. There appears to be a significant number of homes remaining to be built on 50' lots. Parsons stated it is not the 50' lot, it is the value of the home.
- Chairperson Pavlovsky stated that all lots in the subdivision are 50' lots.
- Commissioner Parsons inquired about the number of lots in the subdivision.
- Commissioner Poldrack inquired if an access point was located in the subdivision beside J Meyer Rd.
- Mr. Tanner replied that the subdivision has two points of connection to J Meyer Rd.
- Commissioner Poldrack inquired about the distance from J Meyer Rd. to the back of the subdivision.
- Mr. Tanner was not sure of the exact distance.
- Mr. Tanner replied there have to be multiple access points. The distance appears to be about 1,000'.
- Mr. Poldrack inquired if it exceeded the 1,200'.
- Mr. Kalkomey stated that the requirements are for block lengths, not how far from the road.
- Commissioner Poldrack thought it was from the access point to where an emergency vehicle could get to the back of the subdivision.
- Commissioner Poldrack stated that the distance from J Meyer Rd. to the back of the subdivision seemed to be more than 1,200'.
- Mr. Kalkomey replied that this distance is not required.
- Mr. Poldrack stated that he thought that 1,200' to 1,500' distance was required from the main access point to the subdivision.
- As the number of lots increase, the number of access points change. Distance covers lot, block and cul-de-sac length.
- Chairperson Pavlovsky inquired if the property goes behind Meyer Elementary School and Hwy 36.
- Commissioner Parsons inquired about a rule in the platting process defining when two access points had to be present.
- Mr. Kalkomey explained that the subdivision includes 457 lots. Two access points to J Meyer Rd. are required, both of which have been built.
- Chairperson Pavlovsky inquired if this property went behind Meyer School.
- Mr. Kalkomey replied, no it does not.
- Commissioner Poldrack inquired about the improvements to J Meyer Rd.
- Mr. Kalkomey replied that revised drawings for improvements have not been submitted.
- Commissioner Poldrack inquired about the improvements.
- Mr. Kalkomey replied that turn lanes are located at two entrances to the subdivision, therefore widening the pavement.
- Commissioner Poldrack inquired about school traffic.

- Mr. Kalkomey replied that a transition will be necessary for striping on J Meyer Rd. to transition to what the school has striped. There are no further improvements related to the school at this time.

Action Taken: Commissioner Casias moved, seconded by Commissioner Urbish, to recommend approval to City Council of the Final Plat of The Trails at Seabourne Parke Section Two, a subdivision of 22.691 acres located in the G.M. Stone 1/3 League Survey, Abstract 312, City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 147); 108 lots, 6 blocks. The motion carried by a vote of three "ayes", one "no" and one abstention. AYES: Commissioners Casias, Pavlovsky and Urbish. NO: Commissioner Poldrack, ABSTENTION: Commissioner Parsons. The motion carried by a majority of those present.

8. REVIEW AND DISCUSS THE PROPOSED ROSE MEADOWS DEVELOPMENT, AND TAKE ACTION AS NECESSARY.

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

The existing Land Plan was approved under previous City ordinances relating to lot size, etc., but the developer is proposing to change the layout, bringing into question whether they would have to comply with current City ordinances. A Revised Land Plan (see attached for reference) has been submitted to staff for review, but was submitted on April 9, 2015 (submittal deadline for April 15 Planning Commission meeting was March 20), so staff has not had the opportunity to conduct a full review. Normally, for a full review to be completed, a traffic impact analysis (TIA) must be submitted and, because this development has an existing Utility Agreement with the City, that would have to be reviewed as well to determine if revisions are necessary based on the new layout. The proposed plan appears to contain a number 50'x120' single-family lots as well as senior living and commercial development.

The developer has requested the opportunity to discuss this item with the Planning Commission and City Council. At this time they are referring to the development as "Rose Meadows," hence the title of the Agenda item.

Key Discussion:

- Mr. Tanner presented the item and reviewed the Executive Summary.
- Mr. Tanner explained that some issues need to be addressed in the existing agreement. One being points of connection for water and sanitary sewer due to changes that occurred since the initial agreement of approximately twelve years ago. Additional concerns include the development plan exhibit, number of utility connections, master water meter, connection charges and impact fees, and the provision to the existing agreement concerning termination of a fire services agreement. Mr. Tanner explained that exhibits and ordinances have been included in the agreement which relate to water and sanitary sewer points of connection. There has been a change in acreage from the original Land Plan and utility agreement of 201 acres to 194 acres. The current agreement does not have a strategic partnership agreement. Mr. Tanner expressed that the City would like to discuss the agreement with the developer. The future plan would include a separate planned unit development agreement which would address lot size and park land dedication requirements. A traffic study is also needed to determine whether there is a need for any improvements as a result of changes to the layout. City ordinance requiring funding for legal and engineering costs incurred by the City also must be addressed.
- Mr. Tanner stated that pre-development meetings have been held with the developer to assist with the process prior to negotiations. The Land Plan for the proposed Rose Meadows Development was submitted late last week and the Traffic Study for the Development will be completed later. Mr. Tanner stated that the development includes single-family housing on 50' lots. It is a senior community with a variety of housing types along with a commercial development at the intersection of FM 2977 and Bryan Rd. The City's goal is to work with the developer of Rose Meadows Development to get it moving forward.
- Chairperson Pavlovsky inquired about the master water meter.
- Mr. Kalkomey explained that when water is supplied to MUDs, water goes to one meter and the district pays one water bill. Sub-billing is up to the subdivision. Meters were originally installed individually. One master water meter was not installed because of the water flow to FM 152. Mr. Kalkomey stated that master meters are not installed in any of the MUDs today.
- Mr. Pavlovsky requested that guests state their name and residential address.
- Mr. Kerry Gilbert, BGE Kerry & Associates, 20414 Chadberry Court, Katy, Texas. Mr. Gilbert introduced the following: Amar Amancharia, Rose Meadows Development; Terry Reeves, Jones & Carter (engineer); and Geoff Freeman, BGE Kerry Gilbert & Associates.

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

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

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

4. **HOLD PUBLIC HEARING ON A FINAL PLAT OF THE TOWNHOMES AT BRAZOS TOWN CENTER, A 20.0427 ACRE TRACT OF LAND BEING ALL OF RESTRICTED RESERVE "A", BRAZOS TOWN CENTER, SECTION TWO (PLAT NO. 20050239; F.B.C.P.R.) IN THE JANE H. LONG LEAGUE, ABSTRACT NO. 55, AND IN THE SIMON JONES SURVEY, ABSTRACT NO. 271, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 5 RESERVES, 139 LOTS, 3 BLOCKS.**

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

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

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

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

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

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

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

Key Discussion:

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

infrastructure is in place for those lots.

- Chairperson Pavlovsky inquired if the developer was required to upgrade the development and required to provide wider front lots.
- Mr. Tanner replied that it was not required. The developer, however, must comply with the approved land plan that is in place.
- Chairperson Pavlovsky inquired about the life span of this development agreement.
- Mr. Tanner replied that this development does not have a time limitation.
- Commissioner Parsons inquired about obtaining a summary, showing the subdivisions that are grandfathered and the number of lots remaining. Commissioner Parsons referred to any developments that do not comply with the newest standards.
- Mr. Tanner replied that no developments comply with current standards except for Stonecreek Estates. Originally, the subdivisions were required to have 50' lots. Later, the requirement changed to at least 50 percent 60' lots. Now, all 60' lots are required. Only the one recent development that staff knows of has been approved by the City with all 60' lots.
- Commissioner Parsons stated that it would be interesting to know the number of 50' lots remaining that have been approved by the City to be built on.
- Councilor McConathy asked what Commissioner Parson's expectation was.
- Commissioner Parsons replied that it would be interesting to know the number of approved 50' lots remaining.
- Commissioner Parsons asked if there was a timeline for how long land plans are vested.
- Mr. Tanner replied that there are timelines in the more recently established development agreements.
- Commissioner Parsons inquired about the time span.
- Mr. Tanner replied that the development agreement was for approximately ten to twelve years. Should standards change after this period of time, the developers must comply with the current standards.
- Commissioner Parsons inquired about the validity of the land plan after a change of ownership when the land plan dates back to 2003.
- Mr. Tanner replied that it is State law that a change of ownership does not affect the approved land plan.
- Commissioner Parsons inquired about a limit of allowable years.
- Mr. Tanner replied that limitations have been established in development agreements, but not in this particular one.
- Commissioner Parsons stated that a ten to twelve year limit is not in the City's best interest, especially with the pace that Rosenberg is growing.
- Chairperson Pavlovsky replied that it depends on the size of the development.
- Commissioner Parsons believes that the City should look at the growth of the area.
- Mr. Tanner explained that MUD No. 184, Stonecreek Estates, is a good example. If the City began considering a five-year time span, then the developer would have to be given a reasonable expectation.
- Commissioner Casias inquired if LGI Homes was the same builder that developed Sunrise Meadows.
- Mr. Tanner replied that it was.
- Commissioner Casias inquired about the road improvements.
- Mr. Tanner replied that the developer must submit information regarding road improvements and that Mr. Kalkomey could address this agreement.
- Commissioner Parsons inquired if a developer could escrow money for improvements and if the developer could be required to submit money up-front once established?
- Mr. Kalkomey replied that the developer would make the road improvements per the agreement before Section Two was approved. Mr. Kalkomey intends to make a recommendation to have the road improvements in place, however the agreement has not been executed yet.
- Commissioner Parsons inquired about the size of these homes, and if the homes will be starter homes.
- Chairperson Pavlovsky asked if there were any more questions or comments.

Action Taken: Vice Chairperson Phipps moved, seconded by Commissioner Urbish, to approve the Preliminary Plat of The Trails at Seabourne Parke Section Two, a subdivision of 22.691 acres located in the G.M. Stone 1/3 League Survey, Abstract 312, City of Rosenberg, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 147); 108 lots, 6 blocks. The motion carried by a vote of four "ayes", one "no" and one abstention.
Ayes: Chairperson Pavlovsky, Vice Chairperson Phipps, Commissioners Casias and Urbish. **No:** Commissioner Poldrack. **Abstention:** Commissioner Parsons.

Additional Discussion:

- Chairperson Pavlovsky asked the Commissioners about the language in the agreement and how comfortable it was for them at getting this done right. Commissioners present agreed to Chairperson Pavlovsky's question raised.
- Mr. Kalkomey replied that this is the first step in getting completed.



CITY COUNCIL COMMUNICATION

June 02, 2015

ITEM #	ITEM TITLE
9	Ordinance No. 2015-19 – Amendment to Game Room Ordinance

ITEM/MOTION

Consideration of and action on Ordinance No. 2015-19, an Ordinance amending the Code of Ordinances by amending Division 3 of Article II of Chapter 16 thereof entitled “Game Rooms and Amusement Redemption Machines”; providing for the regulation of game rooms and the use of “amusement redemption machines”; providing a penalty for violation of any provision hereof; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for an effective date.

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

SUPPORTING DOCUMENTS: MUD #: N/A

1. Ordinance No. 2015-19 - Redlined
2. Ordinance No. 2015-19
3. Ordinance No. 2013-42 – 11-05-13
4. City Council Meeting Minute Excerpt – 11-05-13

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
Scott Tschirhart/rl	<input type="checkbox"/> Exec. Dir. of Administrative Services	 Robert Gracia City Manager
Scott Tschirhart	<input type="checkbox"/> Asst. City Manager of Public Services	
City Attorney	<input type="checkbox"/> City Attorney	
	<input type="checkbox"/> City Engineer	
	<input checked="" type="checkbox"/> Police Chief 	
	<input checked="" type="checkbox"/> Exec. Dir. of Community Development TLT	

EXECUTIVE SUMMARY

City Council adopted an Ordinance No. 2013-42 for the licensing and regulation of game rooms and the use of “amusement redemption machines” on November 05, 2013. After further review and implementation of the Ordinance for more than a year, staff is recommending further revisions and strengthening of the Ordinance to limit future locations of game rooms in areas with the potential to have a negative impact on the City and its residents.

Specifically, the distance requirements in Ordinance No. 2015-19 have been amended to restrict game rooms from establishing within a certain proximity to residences and City parks (similar to other City ordinances for salvage yards and alcoholic beverage sales, for example). Additionally, the distance requirements from places where alcohol is served or consumed have been amended to include places where alcoholic beverages are sold in any capacity.

Staff recommends approval of Ordinance No. 2015-19 as presented.

ORDINANCE NO. 2015-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 16-51. – REGULATIONS GOVERNING LICENSED GAME ROOMS OF DIVISION 3, ARTICLE II OF CHAPTER 16 THEREOF ENTITLED “GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES”, PROVIDING FOR REGULATION OF GAME ROOMS AND THE USE OF “AMUSEMENT REDEMPTION MACHINES”; PROVIDING A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rosenberg is authorized to regulate game rooms operating “amusement redemption machines” as defined herein, pursuant to Chapter 51 of the Texas Local Government Code and the City Charter; and,

WHEREAS, the City Council finds that regulating game rooms is a legitimate and reasonable means to ensure that operators of game rooms do not knowingly allow their establishments to be used as places to conduct illegal activities; and,

WHEREAS, the City Council finds that the proliferation of these “amusement redemption machines” in the City will necessitate increased police and code enforcement regulation to ensure that such machines and establishments are operated within lawful parameters; and,

WHEREAS, the City Council finds that game rooms that operate amusement redemption machines can have a deleterious secondary effect on the surrounding areas adjacent to them, causing increased crime, such as gambling, theft, criminal trespass, criminal mischief, and burglary, and,

WHEREAS, the City Council of the City of Rosenberg, Texas, desires to minimize and control these adverse effects and thereby protect the health, safety and welfare of the citizens and community of Rosenberg, Texas;

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

Section 1. The findings set out herein are found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes.

The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by amending Section 16-51 of Division 3 of Article II of Chapter 16 thereof to provide as follows:

“Sec.16-51. - Regulations governing licensed game rooms.

Every business or place under this article shall at all times conform to the following regulations:

- (a) All building, and fire code standards must be met. Inspection by building official and certificate of occupancy shall be obtained before license is issued.
- (b) In the case of a game room to be operated under an assumed name, a true and correct copy of the registration of the assumed name certificate.
- (c) No activities allowed outdoors.
- (d) The premises shall be kept and maintained in a clean, healthful and sanitary condition in accordance with all applicable statutes and ordinances, and all rooms or halls connected thereto shall be well-lighted and kept open and free from blinds, screens and obstructions.
- (e) No loud, boisterous, indecent or suggestive conduct shall be allowed on the premises.
- (f) No alcoholic beverages shall be sold, consumed, or served on ~~shall be served or consumed on~~ the premises nor within the same building nor at any other place within 300 feet of the premises which is reasonably under the control of the owner, occupant, operator or custodian of the premises. The three-hundred-foot measurement shall be from property line to property line.
- (g) No gambling of any kind shall be allowed on the premises.
- (h) No loitering shall be allowed on the premises either within or without a building.
- (i) Truants, as that term is defined in V.T.C.A., Education Code § 25.088 et seq., shall not be allowed on the premises during regular public school hours.

- (j) No one under the age of eighteen (18) shall be permitted.
- (k) No amusement redemption machine game room shall be located within 300 feet of a church, school, ~~or~~ hospital, residence, or City park or recreation center. The 300-foot measurement shall ~~be made from the closest point of the school, church or hospital building to the closest point of the building containing such coin-operated machine.~~ from property line to property line.
- (l) It shall be the duty of any owner, manager, or employee of a game room, or other person exercising control over a game room or a portion of a game room, to clearly mark their hours of operation on every entrance.
- (m) Amusement redemption machine game room may only operate between the hours of 10:00 a.m. and 12:00 midnight.
- (n) Inside lighting shall be maintained at an intensity of not less than thirty (30) foot-candle power, three (3) feet from the floor, measured at any location in any room open to the public, which shall be operative during all hours of operation of any place of business covered under the ordinance from which this section derives.
- (o) Parking shall be the greater of one (1) approved paved on-site parking space for every 45 square feet of each game room or one (1) approved paved on-site parking space for each two (2) machines located within each game room. In addition one (1) space per employee per shift must be provided for each game room.
- (p) All parking to serve each game room shall be brought into compliance with Code of Ordinances, Ch. 6, Art. XVI, Sec. 6-416 (8) pertaining to parking lot lighting.
- (q) Either the owner, operator, or manager of the premises must be present to supervise the operation of the machines. The machines shall not be left unattended.
- (r) An amusement redemption machine game room operator must be a person who is at least twenty-one (21) years of age.”

Section 2. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision

hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 3. This ordinance shall take effect after adoption and publication as required by law.

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 _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

Cynthia McConathy, **MAYOR**

APPROVED AS TO FORM:

Scott Tschirhart, **CITY ATTORNEY**
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

ORDINANCE NO. 2015-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 16-51. – REGULATIONS GOVERNING LICENSED GAME ROOMS OF DIVISION 3, ARTICLE II OF CHAPTER 16 THEREOF ENTITLED “GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES”, PROVIDING FOR REGULATION OF GAME ROOMS AND THE USE OF “AMUSEMENT REDEMPTION MACHINES”; PROVIDING A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Rosenberg is authorized to regulate game rooms operating “amusement redemption machines” as defined herein, pursuant to Chapter 51 of the Texas Local Government Code and the City Charter; and,

WHEREAS, the City Council finds that regulating game rooms is a legitimate and reasonable means to ensure that operators of game rooms do not knowingly allow their establishments to be used as places to conduct illegal activities; and,

WHEREAS, the City Council finds that the proliferation of these “amusement redemption machines” in the City will necessitate increased police and code enforcement regulation to ensure that such machines and establishments are operated within lawful parameters; and,

WHEREAS, the City Council finds that game rooms that operate amusement redemption machines can have a deleterious secondary effect on the surrounding areas adjacent to them, causing increased crime, such as gambling, theft, criminal trespass, criminal mischief, and burglary, and,

WHEREAS, the City Council of the City of Rosenberg, Texas, desires to minimize and control these adverse effects and thereby protect the health, safety and welfare of the citizens and community of Rosenberg, Texas;

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

Section 1. The findings set out herein are found to be true and correct and are hereby adopted by the City Council and made a part of this Ordinance for all purposes.

The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by amending Section 16-51 of Division 3 of Article II of Chapter 16 thereof to provide as follows:

“Sec.16-51. - Regulations governing licensed game rooms.

Every business or place under this article shall at all times conform to the following regulations:

- (a) All building, and fire code standards must be met. Inspection by building official and certificate of occupancy shall be obtained before license is issued.
- (b) In the case of a game room to be operated under an assumed name, a true and correct copy of the registration of the assumed name certificate.
- (c) No activities allowed outdoors.
- (d) The premises shall be kept and maintained in a clean, healthful and sanitary condition in accordance with all applicable statutes and ordinances, and all rooms or halls connected thereto shall be well-lighted and kept open and free from blinds, screens and obstructions.
- (e) No loud, boisterous, indecent or suggestive conduct shall be allowed on the premises.
- (f) No alcoholic beverages shall be sold, consumed, or served on the premises nor within the same building nor at any other place within 300 feet of the premises which is reasonably under the control of the owner, occupant, operator or custodian of the premises. The three-hundred-foot measurement shall be from property line to property line.
- (g) No gambling of any kind shall be allowed on the premises.
- (h) No loitering shall be allowed on the premises either within or without a building.
- (i) Truants, as that term is defined in V.T.C.A., Education Code § 25.088 et seq., shall not be allowed on the premises during regular public school hours.
- (j) No one under the age of eighteen (18) shall be permitted.

- (k) No amusement redemption machine game room shall be located within 300 feet of a church, school, hospital, residence, or City park or recreation center. The 300-foot measurement shall from property line to property line.
- (l) It shall be the duty of any owner, manager, or employee of a game room, or other person exercising control over a game room or a portion of a game room, to clearly mark their hours of operation on every entrance.
- (m) Amusement redemption machine game room may only operate between the hours of 10:00 a.m. and 12:00 midnight.
- (n) Inside lighting shall be maintained at an intensity of not less than thirty (30) foot-candle power, three (3) feet from the floor, measured at any location in any room open to the public, which shall be operative during all hours of operation of any place of business covered under the ordinance from which this section derives.
- (o) Parking shall be the greater of one (1) approved paved on-site parking space for every 45 square feet of each game room or one (1) approved paved on-site parking space for each two (2) machines located within each game room. In addition one (1) space per employee per shift must be provided for each game room.
- (p) All parking to serve each game room shall be brought into compliance with Code of Ordinances, Ch. 6, Art. XVI, Sec. 6-416 (8) pertaining to parking lot lighting.
- (q) Either the owner, operator, or manager of the premises must be present to supervise the operation of the machines. The machines shall not be left unattended.
- (r) An amusement redemption machine game room operator must be a person who is at least twenty-one (21) years of age.”

Section 2. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Rosenberg, Texas, declares that it would have passed each and every part

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

Section 3. This ordinance shall take effect after adoption and publication as required by law.

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 _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

Cynthia McConathy, **MAYOR**

APPROVED AS TO FORM:

Scott Tschirhart, **CITY ATTORNEY**
Denton Navarro Rocha Bernal Hyde & Zech, P.C.

ORDINANCE NO. 2013-42

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AMENDING THE CODE OF ORDINANCES BY DELETING SECTIONS 16-43 TO 16-60 OF DIVISION 2 OF ARTICLE II OF CHAPTER 16 THEREOF; BY ADDING A NEW DIVISION 3 TO ARTICLE II OF CHAPTER 16 THEREOF ENTITLED "GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES", PROVIDING FOR THE ESTABLISHMENT OF PROCEDURES FOR THE LICENSING AND REGULATION OF GAME ROOMS AND THE USE OF "AMUSEMENT REDEMPTION MACHINES"; PROVIDING A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH .

WHEREAS, "amusement redemption machines", defined herein are becoming a popular method of entertainment and amusement; and,

WHEREAS, there is a potential for abuse in that persons operating establishments with "amusement redemption machines" can exceed the limitations set forth in the Texas Penal Code and become gambling establishments; and,

WHEREAS, the proliferation of these "amusement redemption machines" in the City will necessitate increased police and code enforcement regulation and review to ensure that such machines and establishments are operated within lawful parameters; and,

WHEREAS, the City Council of the City of Rosenberg, Texas, is of the opinion that procedures for licensing and regulating the location and operation of "amusement redemption machines" is in the best interest of the citizens of Rosenberg, Texas;

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

Section 1. The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by deleting Sections 16-43 through 16-60 of Division 2 of Article II of Chapter 16 thereof to provide as follows:

"DIVISION 2. - CARNIVALS AND SIMILAR SHOWS AND EXHIBITIONS.

Sec. 16-42. – Reserved."

Section 2. The Code of Ordinances of the City of Rosenberg, Texas, is hereby amended by adding a new Division 3 to Article II of Chapter 16 thereof, to provide as follows:

“DIVISION 3. – GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES

Sec.16-43. - Definitions.

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

Amusement redemption machine means a recreational machine that provides the user with an opportunity to receive something of value other than a right to replay and in which credits, or the equivalent thereof, are accumulated when: a particular configuration of like symbols is displayed in a random fashion by the machine; symbols or numbers are matched to a randomly selected symbol or number determined by the machine; a combination of cards is arrived at and valued in a traditional hierarchy for purposes of poker; or a combination of cards is arrived at and points assigned for purposes of blackjack.

Game room means a building, facility, or other place that contains one or more amusement redemption machines.

Game room owner means an individual who has an ownership interest in a game room.

Game room operator means any person who owns or leases or rents or manages or is in any way responsible for controlling the operation of a game room.

Sec. 16-44. - Unrestricted access by law enforcement officer.

It shall be the duty of any owner, manager, operator, or employee of a game room, or other person exercising control over a game room, a portion of a game room, or an amusement redemption machine, to provide any law enforcement officer with immediate unrestricted access during business hours to all areas of a game room and to all amusement redemption machines.

Sec.16-45. - Inspection by law enforcement officer, and building official.

- (a) Any law enforcement officer may inspect a game room or an amusement redemption machine located in the city to determine whether the game

room or amusement redemption machine complies with this division and state law.

- (b) The building official shall have the authority to designate a person to make periodic inspections of premises licensed under this article for the purpose of determining whether or not such premises are in compliance with the health, plumbing and sanitary and other ordinances of the city.
- (c) An owner, manager, operator, or employee of a game room or other person exercising control over a game room, or an amusement redemption machine, who does not allow a law enforcement officer, or building official, to inspect a game room or amusement redemption machine commits an offense.

Sec.16-46. - License fee levied.

- (a) *Payment of fee and issuance of license.* An owner, manager, operator, or lessee of an amusement redemption machine game room shall be required to secure a license by paying to the city an annual inspection and amusement redemption machine game room license fee as adopted in the city's fee schedule. Upon payment of the license or renewal license and compliance with all provisions of this article, the building official shall issue a license.
- (b) *Expiration and renewal.* Annual amusement redemption machine game room licenses issued by the city shall automatically expire on August 31 following its issuance, except as otherwise stated herein. Such license shall automatically expire if the holder thereof sells, transfers equity, or otherwise disposes of such devices. The city shall not refund any portion of a license after the license is issued, nor shall it prorate or reduce an amount of any fee due to the city. The license is not assignable after the license is issued.
- (c) *Late penalty.* Upon the expiration of a license, and within thirty (30) days thereafter, the person shall obtain a renewal in the same manner as an original license to continue operating an amusement redemption machine game room. Failure to pay this fee within thirty (30) days will require such person to pay an additional late fee in an amount equal to 20 percent (20%) of the fee actually due or 20 percent (20%) of the previous year's fee, whichever is greater, in order to obtain reinstatement of the license. Nothing here authorizes the licensee to operate after the expiration of a license and before a renewal is effective.

- (d) *Sealing.* The city shall have the authority to seal any coin-operated machine located at any amusement redemption machine game room for which a license fee has not been secured.
- (e) The license shall be conspicuously posted inside the building.

Sec. 16-47. - Appeal from refusal.

In the event the city shall refuse to grant a license to any applicant under this division, such action shall be final, unless the applicant shall, within ten (10) days after the refusal to grant such license, file a written appeal with the city secretary addressed to the city council, requesting a hearing upon the question as to whether or not his application shall be granted. In the event such appeal is filed, the city shall provide the city council with a record of all proceedings theretofore had with reference to the application, including the written application, together with the action of the city and the reasons for such action. The city council shall, within thirty (30) days, grant a hearing thereon to determine the correctness of the action of the city, at which hearing, the council may make such investigation as it may deem fit, whether all the pertinent facts appear in the application or not. Within seven (7) days after final adjournment of the hearing, the city council shall cause a written deduction of its judgment thereon to be filed with the city secretary. Any decision of the city council thereon shall be final and may not be appealed.

Sec. 16-48. - Game room sign required.

- (a) Each entrance to a game room shall be marked with a sign that:
 - (1) States "GAME ROOM" in four-inch or larger block letters; and,
 - (2) Is legible and visible at all times from a distance of twenty-five (25) feet by a person outside the building or structure standing in an area open to and accessible by a member of the public at all times the game room is in operation.

Sec. 16-49. – Egress doors.

- (a) It shall be the duty of any owner, manager, operator, or employee of a game room, or other person exercising control over a game room or a portion of a game room, or over a building, facility, or other place that contains amusement redemption machine(s), to provide egress doors

during business hours that are readily openable from the egress side without the use of a key or special knowledge or effort in conformance with the fire code and all applicable city codes.

- (b) All entrance doors must remain unlocked during the hours of operation.
- (c) All exit doors must comply with the International Fire Code, as amended.

Sec. 16-50. - Transparent, uncovered windows required.

- (a) Any building, facility, or other place that contains a minimum of one (1) amusement redemption machine must have at least one (1) window in the front of the building allowing a clear and unobstructed view of all amusement redemption machines by a person outside the building or structure standing in an area open to and accessible by a member of the public at all times the game room is in operation.
- (b) It shall be the duty of any owner, manager, operator, or employee of a game room, or other person exercising control over a game room or a portion of a game room, to provide transparent glass in each game room window.
- (c) It shall be unlawful for any person to cover a game room window or otherwise block or obscure the view of any amusement redemption machine through a game room window.
- (d) It shall be unlawful for any person to exhibit or display, or to permit to be exhibited or displayed, two (2) or more amusement redemption machines unless such machines are located in a game room building or structure with not fewer than two (2) windows or transparent walls or panels of glass or other material that permit a clear, unobstructed view of both the interior of the game room and each amusement redemption machine located therein, by a person outside the building or structure standing in an area open to and accessible by a member of the public at all times the game room is in operation.
- (e) It shall be unlawful for any person to exhibit or display, or to permit to be exhibited or displayed, any amusement redemption machine in a game room unless the required transparent walls or windows of the game room:

- (1) Are located on at least two (2) sides of the game room, and each amusement redemption machine located therein is visible through such walls or windows; and,
 - (2) At the lowest point are not more than four (4) feet above the adjacent sidewalk or ground level; and,
 - (3) At the highest point are at least eight (8) feet higher than the adjacent sidewalk or ground level; and,
 - (4) Are at least four (4) feet wide.
- (f) It shall be unlawful for any person to erect or construct on any premises or to cut the building into two (2) or more rooms by constructing partitions therein. This section shall not apply to sanitary facilities which shall be enclosed and adequately ventilated in accordance with the health, plumbing, sanitary and building ordinances of the city.

Sec.16-51. - Regulations governing licensed game rooms.

Every business or place under this article shall at all times conform to the following regulations:

- (a) All building, and fire code standards must be met. Inspection by building official and certificate of occupancy shall be obtained before license is issued.
- (b) In the case of a game room to be operated under an assumed name, a true and correct copy of the registration of the assumed name certificate.
- (c) No activities allowed outdoors.
- (d) The premises shall be kept and maintained in a clean, healthful and sanitary condition in accordance with all applicable statutes and ordinances, and all rooms or halls connected thereto shall be well-lighted and kept open and free from blinds, screens and obstructions.
- (e) No loud, boisterous, indecent or suggestive conduct shall be allowed on the premises.
- (f) No alcoholic beverages shall be served or consumed on the premises nor within the same building nor at any other place within 300 feet of the

premises which is reasonably under the control of the owner, occupant, operator or custodian of the premises.

- (g) No gambling of any kind shall be allowed on the premises.
- (h) No loitering shall be allowed on the premises either within or without a building.
- (i) Truants, as that term is defined in V.T.C.A., Education Code § 25.088 et seq., shall not be allowed on the premises during regular public school hours.
- (j) No one under the age of eighteen (18) shall be permitted.
- (k) No amusement redemption machine game room shall be located within 300 feet of a church, school, or hospital. The 300-foot measurement shall be made from the closest point of the school, church or hospital building to the closest point of the building containing such coin-operated machine.
- (l) It shall be the duty of any owner, manager, or employee of a game room, or other person exercising control over a game room or a portion of a game room, to clearly mark their hours of operation on every entrance.
- (m) Amusement redemption machine game room may only operate between the hours of 10:00 a.m. and 12:00 midnight.
- (n) Inside lighting shall be maintained at an intensity of not less than thirty (30) foot-candle power, three (3) feet from the floor, measured at any location in any room open to the public, which shall be operative during all hours of operation of any place of business covered under the ordinance from which this section derives.
- (o) Parking shall be the greater of one (1) approved paved on-site parking space for every 45 square feet of each game room or one (1) approved paved on-site parking space for each two (2) machines located within each game room. In addition one (1) space per employee per shift must be provided for each game room.
- (p) All parking to serve each game room shall be brought into compliance with Code of Ordinances, Ch. 6, Art. XVI, Sec. 6-416 (8) pertaining to parking lot lighting.

- (q) Either the owner, operator, or manager of the premises must be present to supervise the operation of the machines. The machines shall not be left unattended.
- (r) An amusement redemption machine game room operator must be a person who is at least twenty-one (21) years of age.

Sec.16-52. - Termination of license.

If a person holding a license issued under the terms of this division violates any provision of this article, or the laws of the state, or if a game room licensed under this division is not being conducted in accordance with this article, this Code and the laws of the state, or is being conducted in violation thereof, the city may at any time give notice in writing to the owner, operator, licensee, manager, or other person in control of the operation and maintenance of such game room that the license issued for the operation and maintenance of such game room has been revoked, stating therein the reason or reasons for such revocation. Such notice of revocation shall become a final revocation after the expiration of ten (10) days from the date of the service of same upon the owner, operator, licensee, manager or other person in charge of the game room, unless, on or before the expiration of such ten (10) days, the licensee, owner, operator, manager or other person in charge shall file with the city secretary a written appeal addressed to the city council, in which it is requested that the city council grant a hearing upon the question of whether or not the license shall be revoked. Such appeal, if made and filed as prescribed herein, shall operate as a stay or postponement of the revocation, until such time as the city council shall grant a hearing and make final adjudication upon the question of whether or not the license should be revoked. Such hearing shall be held within thirty (30) days after the date of the filing of the appeal. Within seven (7) days after final adjournment of the hearing, the city council shall cause a written judgment thereon to be filed with the city secretary. Any decision of the city council thereon shall be entered upon the minutes of such meeting. Any decision of the city council thereon shall be final and may not be appealed.

Sec. 16-53. - Illegal machines.

This division shall not be construed to authorize or permit the keeping, exhibition, operation, display, or maintenance of any machine that is prohibited by the Constitution of this state or Chapter 47 of the Texas Penal Code.

Sec. 16-54.- Existing Amusement Redemption Machine Game rooms.

- (a) Any existing business that contains an amusement redemption machine or operates a game room must obtain a license within sixty (60) days of the enactment of this Ordinance, and be in compliance with all the regulations and requirements of this Ordinance.
- (b) Failure to obtain a license within sixty (60) days and continued operations of an existing Amusement Redemption Machine Game Room will be a violation of this Ordinance.

Sec.16-55. - Violation – Penalty.

Any person, owner, manager, operator, or employee of a game room, or other person exercising control over a game room or a portion of a game room, violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon a conviction shall be subject to a penalty in an amount as provided in Section 1-13 of this Code.

Sec.16-56. -Conflict.

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

Secs.16-57- 16-60. – Reserved.”

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

PASSED AND APPROVED by a vote of 7 “ayes” in favor and 0 “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 5th day of November 2013.

ATTEST:



Erinda Carnosek, CITY SECRETARY

APPROVED AS TO FORM:

Lora Jean D. Lenzsch, CITY ATTORNEY

APPROVED:

Vincent M. Morales, Jr., MAYOR

Staff recommends approval of Ordinance No. 2013-40, which updates the wholesale water rate as recommended.

Key discussion points:

- Joyce Vasut read the Executive Summary regarding Ordinance No. 2013-40.

Action: Councilor Benton made a motion, seconded by Councilor McConathy to approve Ordinance No. 2013-40, an Ordinance amending the Code of Ordinances by amending Section 29-50 of Division 1 of Article II of Chapter 29 thereof, by amending Paragraph (h) establishing Wholesale Water Rates and Charges; providing a charge for late payment; and providing for severability. The motion carried by a unanimous vote.

7. **CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2013-42, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING SECTIONS 16-43 TO 16-60 OF DIVISION 2 OF ARTICLE II OF CHAPTER 16 THEREOF; BY ADDING A NEW DIVISION 3 TO ARTICLE II OF CHAPTER 16 THEREOF ENTITLED "GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES"; PROVIDING FOR THE ESTABLISHMENT OF PROCEDURES FOR THE LICENSING AND REGULATION OF GAME ROOMS AND THE USE OF "AMUSEMENT REDEMPTION MACHINES"; PROVIDING A PENALTY FOR VIOLATION OF ANY PROVISION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH.**

Executive Summary: City Council and staff reviewed a proposed Ordinance for the licensing and regulation of game rooms and the use of "amusement redemption machines" at the October 22nd Workshop. Staff has incorporated the recommendation from City Council including additional lighting requirements and parking lot specifications.

Staff recommends approval of Ordinance No. 2013-42 as presented.

Key discussion points:

- Tracie Dunn, Police Lieutenant gave a presentation regarding Ordinance No. 2013-42.
- A summary of information from the October 22nd meeting was provided in the agenda packet.

Questions/Comments:

- Councilor Grigar stated he is glad to see we are getting some regulation on this to try to slow this down and limit the number of these establishments.
- From our Workshop it says these types of establishments have been the subject of several recent news reports in the Houston surrounding area focusing on the crime occurring around and inside these businesses. Currently there are minimal regulations by the Texas Comptroller's Office and little oversight provided by the state.
- This gives us more teeth to limit the number that comes into our City and maybe even relocate them. He thanked Lieutenant Dunn for bringing this forward and having the insight of watching what is going around in our surrounding communities.
- Councilor Benton agreed with Councilor Grigar. A lot of time was put into this and he will support it.
- Councilor McConathy stated that since the Workshop she has done a lot of research on the Internet. She went to the Austin website to look at their ordinance as well as other places. It is amazing the number of cities that are having to deal with this growing issue. She commended Lieutenant Dunn for the thoroughness. We are including more restrictive verbiage than some other cities have done.
- Under Section 16-45 – Item A – it talks about the machine being located in the city. Are we restricting them to the city limits or does that also include our ETJ?
- Lora Lenzsch, City Attorney stated this ordinance is restricted to the city limits.
- Councilor McConathy stated Austin implemented their ordinance in March of this year but she did not see any data on the effectiveness of the ordinance once it was implemented. Six months from now she would like to see what kind of data we produce as a result of licensing and violations to insure we have given the instrument enough of a tool for you to keep it in check in the city.
- Mayor Morales thanked Lieutenant Dunn for all of the work on this ordinance.

Action: Councilor McConathy made a motion, seconded by Councilor Benton to approve Ordinance No. 2013-42, an Ordinance amending the Code of Ordinances by deleting Sections 16-43 to 16-60 of Division 2 of Article II of Chapter 16 thereof; by adding a new Division 3 to Article II of Chapter 16 thereof entitled "Game Rooms and Amusement Redemption Machines"; providing for the establishment of procedures for

the licensing and regulation of game rooms and the use of "amusement redemption machines"; providing a penalty for violation of any provision hereof; and repealing all ordinances or parts of ordinances inconsistent or in conflict herewith. The motion carried by a unanimous vote.

8. **REVIEW AND DISCUSS A REQUEST THAT NO CITY BOARD, COMMISSION, OR COMMITTEE HOLD MEETINGS ON WEDNESDAY EVENINGS, AND TAKE ACTION AS NECESSARY.**

Executive Summary: At the request of some of the constituents in Council District 4, this item has been included to allow City Council the opportunity to discuss refraining from the scheduling of meetings for City Boards, Commissions, and Committees on Wednesday evenings.

Key discussion points:

- Councilor Bolf stated she has been surprised by the reaction of this. A lot of the comments made are all true in a lot of respects--some maybe not so much. Wednesday night has always been church night and I understand that when people sign up for the committees that they know what nights they meet. This was not just brought to her from the three gentlemen that spoke tonight that are on the committee. Other people mentioned it when we were encouraging citizens to sign up before selections were made. Several made comments to who are leaders in their church who can't miss even one Wednesday. They are leaders and have to be there, but that they would if it wasn't on Wednesday night. She thought it would be received with more respect than it has been. She was surprised that we have meetings on Wednesday night. UIL that sanctions athletic functions schedule nothing on Wednesday because it is church night. She was asked by other citizens to bring it up to see what the other Councilors thought. She would like to see it moved out of respect for the other citizens that want to join but who don't because it is on Wednesday. If we don't change it we leave the door closed to the very few, if we change it we open the door to the majority.
- Councilor Grigar stated he respects church night. His daughter goes to CCE on Wednesday nights and there are sometimes he can't make it but it is understood. He will miss that meeting. It is also understood that some of these committees he is on or if there are special meetings he can't make it on Mondays, they are bad for him. But, if the majority says to go ahead on Monday then he has to shift his schedule around or miss it. He commends all of the volunteers we have and want to be on committees but he feels that he does not want to get into micromanaging commissions, boards and committees. He is not the city manager and that is why we hire a city manager to do the day-to-day operations. He is against this.
- Councilor Pena stated he thinks it is a good point brought up by Councilor Bolf and he thinks we need to support this. Wednesdays are bad for a lot of people. When you are asked to serve on a committee you have to understand the dates they are held on. But, maybe that is also a good reason we don't get a lot of people to volunteer for these committees. He thinks Wednesday night is a problem. We keep getting the same people and that is indicative of something. Some people have the ability to change their schedules and a lot of people don't. If you are committed to something and committed to your church life that is a big commitment a lot of people will not postpone. He favors Councilor Bolf's proposal.
- Councilor Euton stated she was surprised when she first got into City Council that we had meetings on Wednesday nights. Since we have prayer and have observed some religious practices some cities do not do, it was surprising we had things on Wednesday night. There are a lot of people that are committed to their church and they are the ones involved civically. They need to be encouraged to volunteer and she believes to encourage more to people to sign up for committees we need to respect the church night and not meet on that night.
- Councilor McConathy commended Councilor Bolf for bringing this up. For many in the audience the timing seems to be bad, but since this Council was elected our primary focus the first few months was budget. This is the first time we are getting into the other matters of the city and she is glad this was brought up. She is a minister and was surprised there were meetings on Wednesdays although she accommodated that because she wanted to serve much like many of those in the audience. You sacrifice your time and schedule to volunteer for the committees or boards. She appreciates and respects the volunteer's time. But, on behalf of the staff, they would probably appreciate a Wednesday off as well as the general populous who like to volunteer on Wednesdays she supports this measure.
- Councilor Benton stated he does not have a problem with this suggestion. He wants to make sure we can accommodate all of our members of any committees that meet on Wednesday. The Planning Commission and Parks Board meet on Wednesdays. We need to talk to them and see what days they can meet. About a year and a half ago when we had different council members they did not mind micromanaging the Image Committee. It has been done. He does not consider

ITEM 10

Announcements.

ITEM 11

Adjournment.