

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, September 15, 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 Prihoda, First Assembly of God, Rosenberg)

Announcements.

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 August 18, 2015, Special Meeting Minutes for August 25, 2015, Workshop Meeting Minutes for August 25, 2015, and Regular Meeting Minutes for September 01, 2015. (Linda Cernosek, City Secretary)
 - B. Consideration of and action on Resolution No. R-2037, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Termination Agreement by and between the City and Rosenberg FM 2218 LTD. (Randall Malik, Economic Development Director)
 - C. Consideration of and action on Resolution No. R-2035, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Agreement and Acknowledgement of Termination of Water Supply and Wastewater Services Contract between the City of Rosenberg, Texas, and 2218 Rosenberg, L.P. (Randall Malik, Economic Development Director)
 - D. Consideration of and action on Resolution No. R-2036, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Assignment and Assumption of Utility Commitment Letter by and between Fort Bend County Municipal Utility District No. 150 (Wind Meadows) and the City of Rosenberg. (Randall Malik, Economic Development Director)

- E. Consideration of and action on Resolution No. R-2034, a Resolution authorizing the City Manager to execute, for and on behalf of the City, the Assignment of Public Infrastructure, 10' Sanitary Sewer Easement, dated December 5, 2013, which assigns to the City the Easement Agreement (10' Sanitary Sewer Easement) dated February 1, 2006, from WM Commercial, L.P., a Texas limited partnership to Fort Bend County Municipal Utility District No. 150 recorded under Document No. 2006012967 of the Official Public Records of Fort Bend County, Texas, for the sum of \$10.00. (Randall Malik, Economic Development Director)
- F. Consideration of and action on Ordinance No. 2015-28, an Ordinance providing for the disannexation from the corporate boundaries of the City of Rosenberg, Texas, of 1.393 acres (60,689 square feet) located in the Wiley Martin League, A-56, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 155 – Bonbrook Plantation), pursuant to the petition for disannexation; adjusting the boundaries of Council District No. 4 to exclude the tract disannexed hereby; containing certain findings; providing for non-severability; and establishing an effective date. (Travis Tanner, Executive Director of Community Development)

REGULAR AGENDA

- 2. Review and discuss the proposed renaming of Community Park after Tony Becerra, and take action as necessary. (Jimmie J. Peña, Councilor, District 1)
- 3. Consideration of and action on Resolution No. R-2030, a Resolution awarding Bid No. 2015-13 for the Airport Avenue Phase II Reconstruction Project (Louise Street to West of Graeber Road); and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same. (John Maresh, Assistant City Manager of Public Services)
- 4. Consideration of and action on Resolution No. R-2042, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Memorandum of License Agreement and License Agreement, by and between the City and GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless, allowing for the installation of antennae, associated cabling and equipment on the City-owned elevated water storage tank located at 2214 Ruby Street. (John Maresh, Assistant City Manager of Public Services)
- 5. Consideration of and action on Resolution No. R-2038, a Resolution authorizing the Mayor to execute a resale deed for real property generally located at Brazos Street and described as Tract 1: Geo Number: 4415000120050901: Lot No. Five (5) in Block No. Twelve (12), of the Kaffenberger Addition to the City of Rosenberg, as more particularly described in Volume 236, Page 562 of the Deed Records of Fort Bend County, Texas. (Joyce Vasut, Executive Director of Administrative Services)
- 6. Consideration of and action on Resolution No. R-2032, a Resolution accepting and approving the Investment Policy of the City of Rosenberg. (Joyce Vasut, Executive Director of Administrative Services)
- 7. Consideration of and action on Resolution No. R-2039, a Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, in an aggregate principal amount not to exceed \$10,000,000, for the acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto. (Joyce Vasut, Executive Director of Administrative Services)
- 8. Consideration of and action on Resolution No. R-2033, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-13, in the amount of \$605,000 for certain maintenance and operations expenditures. (Joyce Vasut, Executive Director of Administrative Services)
- 9. Consideration of and action on Resolution No. R-2041, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-14, in the amount of \$1,364,281 for certain Capital Improvement Projects. (Joyce Vasut, Executive Director of Administrative Services)
- 10. Consideration of and action on Resolution No. R-2015, a Resolution awarding Bid No. 2015-14 for Mosquito Control Services; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same. (Jeff Trinker, Executive Director of Support Services)
- 11. Consideration of and action on Resolution No. R-2016, a Resolution awarding Bid No. 2015-15 for Janitorial Services; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same. (Jeff Trinker, Executive Director of Support Services)

12. Hold Executive Session to consult with City Attorney on pending or contemplated litigation, namely Texas Department of Transportation v. Rosenberg condemnation proceedings, pursuant to Section 551.071 of the Texas Government Code.
13. Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.
14. Adjournment.

[EXECUTION PAGE TO FOLLOW]

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

by _____.

Attest:
Anne Stark, Assistant City Secretary

Approved for Posting:
Robert Gracia, City Manager

Approved:
Cynthia A. McConathy, 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.

Section Nine. In many cases, lots were subsequently built on and sold, resulting in homeowners or residents being part in and part out of the City.

While the City did not develop the property or necessarily create the situation, having lots in multiple jurisdictions is not a situation that staff recommends continuing. Further, the estimated fiscal impact or loss of ad valorem tax revenue is only approximately \$900 annually based on 2014 City taxes levied.

While staff does not object to releasing the property from the City's jurisdiction based on the circumstances, it is a more rigorous process than if the land was unoccupied. If unoccupied, such a disannexation can be initiated simply by a petition from the property owner. If occupied, however, per state law (Local Government Code, Ch. 43) and City Charter (Sec. 1.04), it requires a petition from the majority of voters residing in the area and additional notification requirements to be completed by petitioner/s.

It appears at this time all registered voters (7 out of 7) have signed the petition. This has been verified by Fort Bend County as of August 24, 2015. Additionally, the petition specifically waives the right for petitioner/s to recover any City property taxes paid to date, so there should not be a negative fiscal impact from that standpoint.

This request was initially submitted in May 2015, with the City Attorney commenting that the disannexation needed to follow publication, posting, voting and timing requirements per state law. According to a letter received from Beazer Homes, dated August 13, 2015, the publishing, posting, voting and timing requirements have been fulfilled. The City Attorney has reviewed the resubmitted petition and attached exhibits and found them to be in conformance with the requirements of the City Charter and the Local Government Code.

Staff believed it was important to first bring this item to City Council for discussion purposes since it will set a precedent for how the City deals with future potential disannexation of occupied property. Therefore it is important to review the requirements per state law.

Key Discussion Points: Travis Tanner gave an overview and presentation of the item. Scott Tschirhart, City Attorney, explained that the petition has been reviewed and is binding, but the ultimate decision of whether to disannex this property is at the discretion of Council. After discussion, Council directed staff to move forward with the disannexation of the property. This item will be brought before Council in the form of an Ordinance at a future meeting.

10. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-2031, A RESOLUTION WITHDRAWING CONSENT TO THE ESTABLISHMENT OF ANY DEVELOPMENT STANDARDS OR GUIDELINES OF THE WEST FORT BEND MANAGEMENT DISTRICT AND REPEALING ALL PRIOR DEVELOPMENT STANDARDS AND GUIDELINES ADOPTED BY THE WEST FORT BEND MANAGEMENT DISTRICT.**

Executive Summary: This item has been added to the Agenda to provide City Council with an opportunity to consider Resolution No. R-2031 (Resolution). Standard and guideline adoption by the West Fort Bend Management District (District) must be approved by the cities of Rosenberg and Richmond. This Resolution will withdraw consent by the City of Rosenberg from all previously adopted development standards and guidelines so that no such development standards and guidelines will be enforceable within the District.

Resolution No. R-2031 was attached in the agenda packet for review and consideration.

Key Discussion Points: Mayor McConathy gave an overview of the item. Scott Tschirhart explained his concern that we would not want to leave a space where there are no development standards whatsoever. He recommended delaying the effective date of the Resolution, and providing interim standards before reaching a final solution during a workshop meeting. After discussion, Council requested that an amendment be made to Section 2 to include the following language: "This Resolution shall be effective sixty (60) days from passage."

Action: Councilor Pena made a motion, seconded by Councilor Moses, to approve Resolution



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
2	Proposed Renaming of Community Park
ITEM/MOTION	
Review and discuss the proposed renaming of Community Park after Tony Becerra, and take action as necessary.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

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

1. Tony Becerra Biography

APPROVALS**Submitted by:*****Jimmie Peña/rl***

Jimmie Peña
City Councilor
District 1

Reviewed by:

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- Executive Director of Support Services *M*

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item was requested to be included on the Agenda in order to discuss the possible renaming of Community Park after Rosenberg resident Tony Becerra.

Tony Becerra Biography

Tony Becerra is the son of Jose and Severa Becerra. His birth name was Antonio G. Becerra. He was born on September 3, 1925, and was raised in Rosenberg, Texas. He attended Rosenberg High School and then was drafted into WWII at the age of 18. He served in the United States Army. He was assigned to the U.S. Army Corps of Engineers and attached to the 28th Infantry Division. He was captured by the Germans during the Battle of the Bulge and became a prisoner of war for five months. He and three other fellow POW's also decided to escape due to the advance of the Allied troops. They succeeded and found out later that the war was already over.

Upon returning to the United States, Tony Becerra made an important decision. He chose to begin helping people with his talents as an individual and also as a business man. He also became a community leader whom the people sought after for help with their problems.

Tony Becerra was a barber, an insurance salesman, notary public, bail bondsman, dancehall owner, was heavily involved in voter registration and also served as political precinct judge for many years. Over the years, he ran for political office five times and lost, but was never discouraged. He finally won in 1992 when he was elected to the City Council of Rosenberg. He served twelve years on the City Council.

Tony Becerra provided many events and activities to help the community following the war such as: organizing baseball teams, holding Easter egg hunts, worked as an interpreter for many people, including local attorneys who needed interpreters for the court. His dancehall was used by the community for many family functions and many times individuals were not charged for the use of the facility. He has contributed to many non-profits and continues to help those in need. As a barber, he would help his local community church, Our Lady of Guadalupe Catholic Church, by cutting the hair of the priests, and others, free of charge. As a life insurance agent, there were many times he would pay for his clients who could not afford to make their monthly payments. He was constantly helping the poor and immigrants who needed help. He has always lived on the north side of Rosenberg and continues to help and champion the rights of the poor. Tony Becerra has truly been a blessing to many people and as a man who never forgot where he came from.

Highlights of his life:

- Served in U.S. Army as private during WWII and became POW
- Lifelong resident of Rosenberg, Texas and community leader since returning from the war
- Received Associates degree from WCJC
- One of the founding members of American GI forum (north side of Rosenberg)
- Owner of Tony Becerra Insurance since 1980 to present
- Served on Rosenberg City Council from 1992 to 2005

- Received award from City of Rosenberg in 2013 for his service as a war veteran and for his lifelong commitment as community leader.

Family:

- Tony Becerra and Mary M. Becerra, spouse (deceased)
- Tony Becerra, Jr., son (deceased)
- Richard Becerra, son
- Dora Lea Piskor, daughter
- Oscar T. Becerra, son
- Adele Becerra Picon, daughter (deceased)
- Mary Jane Becerra Gonzalez, daughter
- Peggy Jo Arredondo Meza, daughter
- John Michael Becerra, son
- Anthony Ray Becerra, son
- Carlos Joe Becerra, son (deceased)
- Roy Lee Becerra, son
- Lupita Ann Becerra New, daughter
- Jacqueline Becerra Felan, daughter
- Joe John Becerra, son



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
3	Resolution No. R-2030 - Awarding Bid No. 2015-13 for Airport Avenue Phase II Reconstruction Project (Louise Street to West of Graeber Road)

ITEM/MOTION

Consideration of and action on Resolution No. R-2030, a Resolution awarding Bid No. 2015-13 for the Airport Avenue Phase II Reconstruction Project (Louise Street to West of Graeber Road); and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:	Budgeted:	<input type="checkbox"/> District 1
<input checked="" type="checkbox"/> One-time	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> District 2
<input type="checkbox"/> Recurring	Source of Funds:	<input type="checkbox"/> District 3
<input type="checkbox"/> N/A	424-0000-550-7031 (CP1502)	<input checked="" type="checkbox"/> District 4
	434-0000-550-7031 (CP1502)	<input type="checkbox"/> City-wide
		<input type="checkbox"/> N/A

SUPPORTING DOCUMENTS:

<ol style="list-style-type: none"> Bid Summary Form Proposal Kruse Correspondence – 09-03-15 Resolution No. R-2030 FY2016 CIP Airport Avenue Phase II Project Summary Project Location Map Resolution No. R-1997 – 07-07-15 City Council Meeting Minute Excerpt – 07-07-15 	MUD #: N/A
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APPROVALS

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

EXECUTIVE SUMMARY

Sealed bids were received on Wednesday, September 02, 2015, for the Airport Avenue Phase II Reconstruction Project (Louise Street to West of Graeber Road). The bids were opened and tabulated as indicated on the attached bid summary. A total of four (4) bids were received. Airport Avenue Phase II is included in the FY2016 Capital Improvements Projects approved by City Council on July 07, 2015 (Resolution No. R-1997).

Staff recommends Bid No. 2015-13 be awarded to Trans-Tex Construction, LLC, of Pattison, Texas, for the base bid amount of \$3,963,661.00. The construction contract time is two hundred seventy (270) calendar days. The attached correspondence from the Project Engineer, Sam Kruse with Costello, Inc., recommends same. Trans-Tex Construction, LLC, was previously the contractor for the Spur 529 Water Line Extension and the Reclaimed Water Line Extension to serve Terry High School projects. Trans-Tex Construction, LLC, completed both of these projects without any issues. Should the bid be awarded as recommended, the Trans-Tex Construction, LLC, proposal will be attached and will serve as Exhibit "A" to Resolution No. R-2030.

Staff recommends approval of Resolution No. R-2030 which will award Bid No. 2015-13 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Project.

BID SUMMARY
Bid No. 2015-13
AIRPORT AVENUE RECONSTRUCTION PROJECT PHASE II
(LOUISE STREET TO WEST OF GRAEBER ROAD)

BID NO.	COMPANY	TOTAL BASE BID	CALENDAR DAYS
1.	Trans-Tex Construction, LLC P.O. Box 699 Pattison, Texas 77466	\$3,963,661.00	270
2.	Gonzalez Construction 3114 Blackwood Road Rosenberg, Texas 77471	\$4,129,321.57	270
3.	Conrad Construction Company P.O. Box 841134 Houston, Texas 77284	\$5,118,050.00	270
4.	Triple B Services 820 Old Atascocita Road Huffman, Texas 77336	\$5,397,934.40	270

BID FORM

**PHASE 2 RECONSTRUCTION OF AIRPORT AVE. (LOUISE – WEST OF GRAEBER)
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS**

To: The Honorable Mayor Cynthia McConathy
City of Rosenberg
PO Box 32
Rosenberg, Texas 77471

THE UNDERSIGNED BIDDER, having examined the plans, specifications, and other proposed Contract Documents, and all Addenda thereto, and being acquainted with and fully understanding:

- a) the extent and character of the work covered by this proposal;
- b) the location, arrangement, and specified requirements for the proposed work;
- c) the location, character, and condition of existing streets, roads, highways, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses, and other installations, both surface and underground, which may affect or be affected by the proposed work;
- d) the nature and extent of the work to be made, and the type, character and general condition of materials to be excavated;
- e) necessary handling and rehandling of excavated materials, including the construction of fills and embankments;
- f) the location and extent of necessary or probable de-watering requirements;
- g) the difficulties and hazards to the work which might be caused by storm and flood water;
- h) local conditions relative to labor, transportation, hauling and rail delivery facilities;
- i) all other factors and conditions affecting or which may be affected by the work.

WE HEREBY PROPOSE to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to therein (as altered, amended, or modified by all addenda thereto) for and in consideration of the following prices:

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

ROADWAY SITE PREPARATION AND EARTHWORK ITEMS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
1	1	LS		Mobilization Including Bonds and Insurance FOR ONE HUNDRED TWENTY THOUSAND DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>120,000.⁰⁰</u>	\$ <u>120,000.⁰⁰</u>
2	1	LS		Materials Testing Allowance FOR <u>EIGHTY THOUSAND</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>80,000</u>	\$ <u>80,000</u>
3	1	LS		Clearing and Grubbing Per Plans & Specifications, Complete in Place FOR <u>FIVE THOUSAND</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>5,000.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
4	1	LS		Roadway Excavation, Complete in Place (Approx. 15,000 CY) FOR <u>EIGHTY TWO THOUSAND</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>82,000.⁰⁰</u>	\$ <u>82,000.⁰⁰</u>
5	1,184	LF		Remove and Dispose of Existing Pipe (All Sizes, All Materials), Complete in Place FOR <u>NINE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>9.⁰⁰</u>	\$ <u>10,656.⁰⁰</u>
5A	26	LF		Culvert to be Plugged and Grouted (All Sizes), Complete in Place FOR <u>EIGHTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>85.00</u>	\$ <u>2210.⁰⁰</u>
6	4,240	CY		Remove and Dispose of Existing Pavement and Base Material, Complete in Place FOR <u>FIVE</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	\$ <u>5.⁰⁰</u>	\$ <u>21,200.⁰⁰</u>

**Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET**

BID NUMBER: 2015-13

7	356	LF	Sawcut Existing Pavement FOR <u>SEVEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>7.00</u>	\$ <u>2,492.00</u>
TOTAL FOR ROADWAY SITE PREPARATION AND EARTHWORK (SUBTOTAL BID ITEMS 1-7)					\$ <u>323,558.00</u>

PAVING ITEMS

BID ITEM NUMBER	QUANTITIES	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
8	20,195	SY	6" Subgrade Stabilized with Lime, Complete in Place FOR <u>THREE</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>3.00</u>	\$ <u>60,585.00</u>
9	273	Ton	Hydrated Lime (Type A) for Stabilization - 7%, Complete in Place. FOR <u>ONE HUNDRED SIXTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER TON	\$ <u>165.00</u>	\$ <u>45,045.00</u>
10	15,490	SY	Reinforced Concrete Pavement - 7" Depth, Complete in Place FOR <u>FORTY SIX</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>46.00</u>	\$ <u>712,540.00</u>
11	2,650	SY	High Early Strength Reinforced Concrete Pavement - 7" Depth, Complete in Place FOR <u>FIFTY ONE</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>51.00</u>	\$ <u>135,150.00</u>
12A	909	SY	Commercial: Reinforced Concrete Driveway - 6" Depth, Complete in Place with C-Sand per Detail FOR <u>SIXTY THREE</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>63.00</u>	\$ <u>57,267.00</u>
12B	332	SY	Residential: Reinforced Concrete Driveway - 6" Depth, Complete in Place with C-Sand per Detail FOR <u>SIXTY THREE</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>63.00</u>	\$ <u>20,916.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)

BID NUMBER: 2015-13

BID SHEET

13	1,460	SY	Reinforced Concrete Sidewalk - 4 1/2" Depth, Complete in Place with 2" Sand Base FOR <u>FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>50.00</u>	\$ <u>73,000.00</u>
14	7	EA	Concrete ADA Ramp Type 2 (Modified) - 4 1/2" Including Brick Pavers per Construction Plans, Complete in Place FOR <u>ONE THOUSAND SIX HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,600.00</u>	\$ <u>11,200.00</u>
15	3	EA	Concrete ADA Ramp Type 9 - 4 1/2", Complete in Place FOR <u>TWO THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,500.00</u>	\$ <u>7,500.00</u>
16	12	EA	Concrete ADA Ramp Type 10 - 4 1/2", Complete in Place FOR <u>TWO THOUSAND FOUR HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,400.00</u>	\$ <u>28,800.00</u>
17	8,232	LF	Concrete Curb - 6", Complete in Place FOR <u>FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>5.00</u>	\$ <u>41,160.00</u>
18	600	SY	Temporary Asphalt with Base Materials, 1 1/2" ACP over 8" black base (or compacted limestone), Complete in Place FOR <u>THIRTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>35.00</u>	\$ <u>21,000.00</u>
TOTAL FOR PAVING (SUBTOTAL BID ITEMS 8-18)					\$ <u>1,214,160.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

DRAINAGE ITEMS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
19	4,330	LF		Install and Maintain Trench Safety System for Drainage System, Complete in Place FOR <u>TWO</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>2.00</u>	\$ <u>8,660.00</u>
20	22	LF		Furnish and Install 18" RCP (C-76) (Class III) at all depths, Bedding & Backfill, Complete in Place FOR <u>NINETY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>95.00</u>	\$ <u>2,090.00</u>
21	807	LF		Furnish and Install 24" RCP (C-76) (Class III) at all depths, Bedding & Backfill, Complete in Place FOR <u>EIGHTY</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>80.00</u>	\$ <u>64,560.00</u>
22	189	LF		Furnish and Install 30" RCP (C-76) (Class III) at all depths, Bedding & Backfill, Complete in Place FOR <u>EIGHTY SEVEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>87.00</u>	\$ <u>16,443.00</u>
23	774	LF		Furnish and Install 36" RCP (C-76) (Class III) at all depths, Bedding & Backfill, Complete in Place FOR <u>ONE HUNDRED TWENTY</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>120.00</u>	\$ <u>92,880.00</u>
24	76	LF		Furnish and Install 42" RCP (C-76) (Class III) at all depths, Bedding & Backfill, Complete in Place FOR <u>ONE HUNDRED THIRTY THREE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>133.16</u>	\$ <u>10,108.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
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25	571	LF	Furnish and Install 48" RCP (C-76) (Class III) at all depths, Bedding & Backfill, Complete in Place FOR <u>One Hundred Fifty</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>150.00</u>	\$ <u>85,650.00</u>
26	1,365	LF	Furnish and Install 8' x 4' RCB, (C-1433), Storm Sewer at all depths, Bedding & Backfill, Complete in Place FOR <u>Four Hundred Fifteen</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>415.00</u>	\$ <u>566,475.00</u>
27	471	LF	Furnish and Install 7' x 3' RCB, (C-1433), Storm Sewer at all Depths with Bedding and Backfill, Complete in Place FOR <u>Three Hundred Sixty Five</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>365.00</u>	\$ <u>171,915.00</u>
28	77	LF	Furnish and Install 5' x 2' RCB per Plans, C-1433, Storm Sewer at all Depths with Bedding and Backfill, Complete in Place FOR <u>Two Hundred Thirty Five</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>235.00</u>	\$ <u>18,095.00</u>
29	17	EA	Furnish and Install Standard Type "H-2" Inlet, Complete in Place FOR <u>Two Thousand Four Hundred</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,400.00</u>	\$ <u>40,800.00</u>
30	1	EA	Furnish and Install Standard Type "A" Inlet. Complete in Place FOR <u>Two Thousand</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
31	25	EA	Furnish and Install Standard Type "E" Inlet. Complete in Place FOR <u>Two Thousand Two Hundred</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,200.00</u>	\$ <u>55,000.00</u>
32	1	EA	Furnish and Install 24" X 24" Catch Basin, Complete in Place FOR <u>One Thousand</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>

Phase 2 Airport Avenue Reconstruction
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BID SHEET

33	1	EA	Furnish and Install Precast Standard Depth Manhole with Flapgate (Waterman Industries F-10 Drainage Gate or approved equal), Complete in Place FOR <u>SIX THOUSAND THREE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>6,300.00</u>	\$ <u>6,300.00</u>
34	8	EA	Furnish and Install Precast Standard Depth Storm Manhole, Complete in Place FOR <u>THREE THOUSAND FIVE HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>3,550.00</u>	\$ <u>28,400.00</u>
35	2	EA	Furnish and Install Cast-In-Place Junction Box, Complete in Place FOR <u>EIGHT THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>8,500.00</u>	\$ <u>17,000.00</u>
36	17	EA	Manhole Lids with Extensions on Reinforced Concrete Box Culverts, Complete In Place FOR <u>ONE THOUSAND THREE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,300.00</u>	\$ <u>22,100.00</u>
37	1	EA	Grate Inlet Top with Extension on Reinforced Concrete Box Culvert, Complete In Place FOR <u>ONE THOUSAND THREE HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,350.00</u>	\$ <u>1,350.00</u>
38	566	SY	Furnish and Install 5" Concrete Slope Paving, Complete in Place FOR <u>SIXTY EIGHT</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE YARD	\$ <u>656.00</u>	\$ <u>38,480.00</u>
39	4,210	LF	Install drainage swale, Complete in Place FOR <u>THREE</u> DOLLARS AND <u>FIFTY</u> CENTS PER LINEAR FOOT	\$ <u>3.50</u>	\$ <u>14,735.00</u>
40	2	EA	Furnish and Install modified H-2 Inlet (for Jones St), Complete in Place FOR <u>FIVE THOUSAND</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>5,000.00</u>	\$ <u>10,000.00</u>
TOTAL FOR DRAINAGE (SUBTOTAL BID ITEMS 19-40)					\$ <u>1,274,049.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

SANITARY SEWER ITEMS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
41	7,164	LF		Install and Maintain Trench Safety System for Sanitary Sewer System, Complete in Place FOR <u>TWO</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>2.00</u>	\$ <u>14,328.00</u>
42	5	DAY		Bypass Pumping Operations During Sanitary Sewer Installations FOR <u>TWO THOUSAND ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER DAY	\$ <u>2,100.00</u>	\$ <u>10,500.00</u>
43	30	EA		Furnish and Install Precast Standard Depth Sanitary Manhole at all depths, Complete in Place FOR <u>THREE THOUSAND SEVEN HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>3,700.00</u>	\$ <u>111,000.00</u>
44	1,060	LF		Remove and Dispose of Existing Sanitary Sewer (All Sizes), Per Plans FOR <u>FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>5.00</u>	\$ <u>5,300.00</u>
45	4,286	LF		Abandon Existing Sanitary Sewer (All Sizes); Grout Fill, Per Plans FOR <u>FIFTEEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>15.00</u>	\$ <u>64,290.00</u>
46	15	EA		Remove and Dispose of Existing Sanitary Sewer Manhole at all depths, Complete in Place FOR <u>FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>500.00</u>	\$ <u>7,500.00</u>
47	1	EA		Remove Sanitary Lift Station, Elec Pole and Meter, Per Plans FOR <u>FIVE THOUSAND</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
47A	1	LS		Relocation of Water Resuse Water Line @ Sta. 25+80 FOR <u>FIVE THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>5,500.00</u>	\$ <u>5,500.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)

BID NUMBER: 2015-13

BID SHEET

48	109	LF	Furnish and Install 6" PVC (SDR-26) at all depths, Bedding & Backfill, Complete in Place FOR <u>SEVENTY EIGHT</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>78.00</u>	\$ <u>8,502.00</u>
49	155	LF	Furnish and Install 8" PVC (SDR-26) at all depths, Bedding & Backfill, Complete in Place FOR <u>SIXTY ONE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>61.00</u>	\$ <u>9,455.00</u>
50	80	LF	Furnish and Install 10" PVC (SDR-26) at all depths, Bedding & Backfill, Complete in Place FOR <u>Eighty ONE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>81.00</u>	\$ <u>6,480.00</u>
51	5,442	LF	Furnish and Install 12" PVC (SDR-26) at all depths, Bedding & Backfill, Complete in Place FOR <u>THIRTY FOUR</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>34.00</u>	\$ <u>185,028.00</u>
52	318	LF	Furnish and Install 18" PVC (SDR-26) at all depths, Bedding & Backfill, Complete in Place FOR <u>ONE HUNDRED SEVENTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>175.00</u>	\$ <u>55,650.00</u>
53	20	EA	Furnish and Install Sanitary Sewer Reconnections, All Sizes, Bedding & Backfill, Complete in Place FOR <u>FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>500.00</u>	\$ <u>10,000.00</u>
54	1	EA	Spectra Shield Existing Manhole FOR <u>THREE THOUSAND THREE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>3,300.00</u>	\$ <u>3,300.00</u>
55	1	EA	Connect to Existing Manhole FOR <u>ONE THOUSAND TWO HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
TOTAL FOR SANITARY SEWER ITEMS (SUBTOTAL BID ITEMS 41-55)					\$ <u>503,033.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

WATER LINE ITEMS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
56	1119	LF		Remove and Dispose of Existing Waterline (All Sizes) FOR <u>FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>5.00</u>	\$ <u>5,595.00</u>
57	6	EA		Cut, Plug, and Abandon Existing Waterline (All sizes) FOR <u>ONE THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,500.00</u>	\$ <u>9,000.00</u>
58	4,266	LF		Install and Maintain Trench Safety System for Water Lines, Complete in Place. FOR <u>TWO</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>2.00</u>	\$ <u>8,532.00</u>
58A	18	LF		Furnish and Install 24" C-900 Casing - 150 PSI, Complete in Place FOR <u>ONE HUNDRED TWENTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>125.00</u>	\$ <u>2,250.00</u>
59	3,754	LF		Furnish and Install 12" PVC (C-900) at all depths, Bedding & Backfill, Complete in Place FOR <u>THIRTY SEVEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>37.00</u>	\$ <u>138,898.00</u>
59A	18	LF		Furnish and Install 12" DIP with MJ fittings at all depths, Bedding & Backfill, Complete in Place FOR <u>Eighty SEVEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>87.00</u>	\$ <u>1,566.00</u>
60	408	LF		Furnish and Install 8" PVC (C-900) at all depths, Bedding & Backfill, Complete in Place FOR <u>SEVENTY THREE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>73.00</u>	\$ <u>29,784.00</u>
60A	62	LF		Furnish and Install 8" DIP with MJ fittings at all depths, Bedding & Backfill, Complete in Place FOR <u>ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>100.00</u>	\$ <u>6,200.00</u>

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BID SHEET

61	104	LF	Furnish and Install 6" PVC (C-900) at all depths, Bedding and Backfill, Complete in Place FOR <u>SEVENTY</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>70.00</u>	\$ <u>7,280.00</u>
61A	18	LF	Furnish and Install 6" DIP with MJ fittings at all depths, Bedding and Backfill, Complete in Place FOR <u>ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>100.00</u>	\$ <u>1,800.00</u>
62	3	EA	Furnish and Install 2" (Long Side) Poly Service Line at all depths (in PVC Sleeve) including a new plastic meter box, Bedding and Backfill, Complete in Place FOR <u>ONE THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,500.00</u>	\$ <u>4,500.00</u>
63	9	EA	Furnish and Install 1" Copper Service Line (Short Side) at all depths including a new plastic meter box, Bedding & Backfill, Complete in Place FOR <u>SEVEN HUNDRED FORTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>740.00</u>	\$ <u>6,660.00</u>
64	85	LF	Furnish and Install 20" Steel Casing at all depths, Bedding & Backfill, Complete in Place FOR <u>ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>100.00</u>	\$ <u>8,500.00</u>
65	1	EA	Install 2" Blow Off Assembly, Complete in Place FOR <u>ONE THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
66	16	EA	Furnish 12" GV & Box, Complete in Place FOR <u>TWO THOUSAND TWO HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,250.00</u>	\$ <u>36,000.00</u>
67	6	EA	Furnish 8" GV & Box, Complete in Place FOR <u>ONE THOUSAND ONE HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,150.00</u>	\$ <u>6,900.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

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68	3	EA	Furnish 6" GV & Box, Complete in Place FOR <u>NINE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>900.00</u>	\$ <u>2,700.00</u>
69	5	EA	Remove and Salvage Fire Hydrant Assembly to City FOR <u>TWO HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>200.00</u>	\$ <u>1,000.00</u>
70	13	EA	Furnish Fire Hydrant Assembly at all bury depths, including FH, FH lead, 6" GV & Box, and 12" X 6" Tee. Complete in Place FOR <u>FOUR THOUSAND FOUR HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>4,400.00</u>	\$ <u>57,200.00</u>
71	1	EA	Furnish 8" X 6" Reducer, Complete in Place FOR <u>TWO HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>250.00</u>	\$ <u>250.00</u>
72	1	EA	Furnish 12" X 12" Tee, Complete in Place FOR <u>EIGHT HUNDRED THIRTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>835.00</u>	\$ <u>835.00</u>
73	1	EA	Furnish 12" X 8" Cross Tee, Complete in Place FOR <u>EIGHT HUNDRED FORTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>840.00</u>	\$ <u>840.00</u>
74	5	EA	Furnish 12" X 8" Tee, Complete in Place FOR <u>SEVEN HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>700.00</u>	\$ <u>3,500.00</u>
75	2	EA	Furnish 12" X 6" Tee, Complete in Place FOR <u>SIX HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>650.00</u>	\$ <u>1,300.00</u>

**Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET**

BID NUMBER: 2015-13

76	1	Ton	Miscellaneous Water Line Fittings, Complete in Place FOR <u>NINE THOUSAND FOUR HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER TON	\$ <u>9,400.00</u>	\$ <u>9,400.00</u>
77	13	EA	Blue Water Line FH Markers, Complete in Place FOR <u>FIFTEEN</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>15.00</u>	\$ <u>195.00</u>
78	3	EA	Tie 12" WL to Exist 12" WL (Wet Connection), Complete in Place FOR <u>TWO THOUSAND FOUR HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,400.00</u>	\$ <u>7,200.00</u>
79	4	EA	8" Wet Connection, Complete in Place FOR <u>ONE THOUSAND EIGHT HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,800.00</u>	\$ <u>7,200.00</u>
80	3	EA	6" Wet Connection, Complete in Place FOR <u>ONE THOUSAND TWO HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,200.00</u>	\$ <u>3,600.00</u>
81	3	EA	Tie-Ins to Existing Reclaimed Waterline including all piping, valves, and appurtenances as shown on the plans, Complete in Place FOR <u>SIX THOUSAND TWO HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>6,200.00</u>	\$ <u>18,600.00</u>
TOTAL FOR WATER LINE ITEMS (SUBTOTAL BID ITEMS 56-81)					\$ <u>388,785.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

SW3P ITEMS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
82	2.73	AC		Hydromulch Seeding of Disturbed Areas, Complete in Place including watering until vegetation establishment FOR <u>ONE THOUSAND FIVE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER ACRE	\$ <u>1,500.⁰⁰</u>	\$ <u>4,095.⁰⁰</u>
83	1,255	SY		Solid Sodding, Complete in Place including watering until establishment - 18" Wide Strip FOR <u>THREE</u> DOLLARS AND <u>FORTY</u> CENTS PER SQUARE YARD	\$ <u>3.⁴⁰</u>	\$ <u>4,267.⁰⁰</u>
84	56	EA		Inlet Protection Barriers, Complete in Place FOR <u>SEVENTY ONE</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>71.⁰⁰</u>	\$ <u>3,976.⁰⁰</u>
85	2,377	LF		Reinforced Filter Fabric Fence, Complete in Place FOR <u>TWO</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>2.⁰⁰</u>	\$ <u>4,754.⁰⁰</u>
86	269	LF		Rock Filter Dam, Complete in Place FOR <u>THIRTY</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>30.⁰⁰</u>	\$ <u>8,070.⁰⁰</u>
87	1	LS		TPDES General Permit No. TXR 150000; Notice of Intent (NOI) Application Fee - Contractor's NOI FOR <u>ONE THOUSAND FOUR HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>1,400.⁰⁰</u>	\$ <u>1,400.⁰⁰</u>
TOTAL FOR SW3P (SUBTOTAL BID ITEMS 82-87)						\$ <u>26,562.⁰⁰</u>

**Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET**

BID NUMBER: 2015-13

SIGNING AND PAVEMENT MARKINGS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
88	1	LS		Remove Traffic Signs, Relocate Mail Boxes (as needed during construction), Complete in Place FOR <u>Four Thousand Five Hundred</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>
89	1	LS		Pavement Markings, Complete in Place. All Pavement Markings to be Thermoplastic FOR <u>Eighteen Thousand</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>18,000.00</u>	\$ <u>18,000.00</u>
90	1	LS		Traffic Signs, Complete in Place FOR <u>Nineteen Thousand</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>19,000.00</u>	\$ <u>19,000.00</u>
90A	1	LS		Removal of Existing Paving Markings FOR <u>Two Thousand Eight Hundred</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>2,800.00</u>	\$ <u>2,800.00</u>
TOTAL FOR SIGNING AND PAVEMENT MARKINGS (SUBTOTAL BID ITEMS 88-90A)						\$ <u>44,300.00</u>

TRAFFIC CONTROL						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
91	8	MO		Traffic Control FOR <u>Six Thousand</u> DOLLARS AND <u>NO</u> CENTS PER MONTH	\$ <u>6,000.00</u>	\$ <u>48,000.00</u>
92	200	LF		Port CTB (Furnish & Install) (Low Profile) (TY 1), Per Plans FOR <u>Eighty Four</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>84.00</u>	\$ <u>16,800.00</u>

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(Louise St. to West of Graeber Rd.)

BID NUMBER: 2015-13

BID SHEET

93	20	LF	Port CTB (Furnish & Install) (Low Profile) (TY 2), Per Plans FOR <u>SEVENTY SIX</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>76.00</u>	\$ <u>1,520.00</u>
94	200	LF	Port CTB (Remove) (Low Profile) (TY 1), Per Plans FOR <u>TWENTY THREE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>23.00</u>	\$ <u>4,600.00</u>
95	20	LF	Port CTB (Remove) (Low Profile) (TY 2), Per Plans FOR <u>TWENTY THREE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>23.00</u>	\$ <u>460.00</u>
96	1	LS	Removal of Existing Pavement Markings FOR <u>TWO THOUSAND EIGHT HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>2,800.00</u>	\$ <u>2,800.00</u>
TOTAL FOR TRAFFIC CONTROL (SUBTOTAL BID ITEM 91-96)					\$ <u>74,180.00</u>

TREE PROTECTION

BID ITEM NUMBER	QUANTITIES	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
97	4	EA	Remove tree 0 to 11.99" or Palm (in Row) FOR <u>ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>100.00</u>	\$ <u>400.00</u>
98	7	EA	Remove tree 12 to 29.99" (in Row) FOR <u>ONE THOUSAND ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,100.00</u>	\$ <u>7,700.00</u>
99	1	LS	Clearance Prune Tree FOR <u>TWO THOUSAND TWO HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER LUMP SUM	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>
TOTAL FOR TREE PROTECTION (SUBTOTAL BID ITEMS 97-99)					\$ <u>10,300.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

BRIDGE ITEMS						
BID ITEM NUMBER	QUANTITIES	UNIT		BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
100	596	SF		Extend Bridge Slab; To Include Breaking Back Existing Bridge Slab, Removing Existing Bridge Rail, and Installing Type A Joints. FOR <u>THIRTY ONE</u> DOLLARS AND <u>NO</u> CENTS PER SQUARE FOOT	\$ <u>31.00</u>	\$ <u>18,476.00</u>
101	9.2	CY		Extend Approach Slab; To Include Removing Top Portion of Existing Approach Slab and Removing Existing Bridge Rail. FOR <u>ONE THOUSAND THREE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	\$ <u>1,300.00</u>	\$ <u>11,960.00</u>
102	130	LF		Remove Mow Strip FOR <u>SEVEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>7.00</u>	\$ <u>910.00</u>
103	25	LF		Remove MBGF Transition FOR <u>ELEVEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>11.00</u>	\$ <u>275.00</u>
104	2	EA		Guardrail End Treatment (Move & Reset); To Include Replacing Unsalvagable Timber Posts FOR <u>TWO THOUSAND SIX HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>2,600.00</u>	\$ <u>5,200.00</u>
105	4	CY		4" Concrete Mow Strip FOR <u>FOUR HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	\$ <u>400.00</u>	\$ <u>1,600.00</u>
106	105	LF		Combination Rail FOR <u>TWO HUNDRED TWENTY</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>220.00</u>	\$ <u>23,100.00</u>

Phase 2 Airport Avenue Reconstruction
(Louise St. to West Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

107	105	LF	PRI Rail FOR <u>ONE HUNDRED TEN</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>110.00</u>	\$ <u>11,550.00</u>
108	2	EA	MBGF Transition (TL-2) FOR <u>ONE THOUSAND ONE HUNDRED</u> DOLLARS AND <u>NO</u> CENTS PER EACH	\$ <u>1,100.00</u>	\$ <u>2,200.00</u>
TOTAL FOR BRIDGE ITEMS (SUBTOTAL BID ITEMS 100-108)					\$ <u>75,271.00</u>

EXTRA BID ITEMS (TO BE USED W/ PRIOR CITY AUTHORIZATION)						
BID ITEM NUMBER	QUANTITIES	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID	
109	50	CY	Extra Cement Stabilized Sand FOR <u>TWENTY FIVE</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	25.00*	\$ <u>1,250.00</u>	
110	50	CY	Extra Excavation FOR <u>FOUR</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	\$ <u>4.00</u>	\$ <u>200.00</u>	
111	50	CY	Extra Class "A" Concrete FOR <u>ONE HUNDRED EIGHTY</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	180.00*	\$ <u>9,000.00</u>	

**Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET**

BID NUMBER: 2015-13

112	6,105	LF	Televising Completed Sanitary Sewer FOR <u>TWO</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>2.00</u>	\$ <u>12,210.00</u>
113	1,500	LF	Pre Televising of Existing Sanitary Sewer to locate Service Connections FOR <u>ONE</u> DOLLARS AND <u>SEVENTY</u> CENTS PER LINEAR FOOT	\$ <u>1.70</u>	\$ <u>2,550.00</u>
114	50	CY	Fill, Complete in Place. FOR <u>FIVE</u> DOLLARS AND <u>NO</u> CENTS PER CUBIC YARD	5.00*	\$ <u>250.00</u>
115	1,500	LF	Pre-Cleaning Existing Sanitary Sewer FOR <u>ONE</u> DOLLARS AND <u>NO</u> CENTS PER LINEAR FOOT	\$ <u>1.00</u>	\$ <u>1,500.00</u>
116	10	DAY	Dewatering FOR <u>TWO HUNDRED FIFTY</u> DOLLARS AND <u>NO</u> CENTS PER DAY	\$ <u>250.00</u>	\$ <u>2,500.00</u>
TOTAL FOR EXTRA BID ITEMS (SUBTOTAL BID ITEMS 109-116)					\$ <u>29,460.00</u>

* Minimum unit price, Contractor can provide larger unit price if desired.

Phase 2 Airport Avenue Reconstruction
(Louise St. to West of Graeber Rd.)
BID SHEET

BID NUMBER: 2015-13

PROJECT BID ITEMS SUMMARY

SUB TOTALS:

TOTAL FOR SITE PREPARATION AND EARTHWORK ITEMS (SUBTOTAL BID ITEMS 1-7)	\$ 323,558.00
TOTAL FOR PAVING ITEMS (SUBTOTAL BID ITEMS 8-18)	\$ 1,214,163.00
TOTAL FOR DRAINAGE (SUBTOTAL BID ITEMS 19-40)	\$ 1,274,049.00
TOTAL FOR SANITARY SEWER ITEMS (SUBTOTAL BID ITEMS 41-55)	\$ 503,033.00
TOTAL FOR WATER ITEMS (SUBTOTAL BID ITEMS 56-81)	\$ 388,785.00
TOTAL FOR SW3P ITEMS (SUBTOTAL BID ITEMS 82-87)	\$ 26,562.00
TOTAL FOR SIGNING AND PAVEMENT MARKINGS ITEMS (SUBTOTAL BID ITEMS 88-90A)	\$ 44,300.00
TOTAL FOR TRAFFIC CONTROL ITEMS (SUBTOTAL BID ITEMS 91-96)	\$ 74,180.00
TOTAL FOR TREE PROTECTION ITEMS (SUBTOTAL BID ITEMS 97-99)	\$ 10,300.00
TOTAL FOR BRIDGE ITEMS (SUBTOTAL BID ITEMS 100-108)	\$ 75,271.00
TOTAL FOR EXTRA BID ITEMS (SUBTOTAL BID ITEM 109-116)	\$ 29,460.00
TOTAL BID	\$ 3,963,661.00

Any Construction not specified as a bid item should be considered incidental to the bid items identified in the bid form.

Total number of Calendar Days to complete entire project = 270 Calendar Days

Total amounts bid for TOTAL BASE BID and TOTAL BID Includes all costs, commissions, overhead, permits, and payments required and necessary for the complete work as specified.

I/We acknowledge receipt of the addenda listed below and the total bid price has been adjusted accordingly.

1. 08/28/2015
2. 08/31/2015
3. _____

In submitting the Bid, I/We do so with the understanding that all Contract Documents, Drawings, Specifications, and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this Bid, I/We will:

- a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.
- b) Furnish a construction schedule satisfactory to Owner within ten (10) days after written notice to proceed.

The Undersigned acknowledges that the Contract entered into by and between the City and the Bidder will be a "separated contract" under Sections 151.06 (b) and 151.011 (a) of the Texas Tax Code and Comptroller's rule 3 TAC, Section 291, and the undersigned submits the following amounts for use as the separated contract amounts for use in the Contract if the undersigned is the successful Bidder:

The Price of In-Place Materials to be Incorporated into the Project:	\$ <u>2,478,382.57</u>
The Price of labor, Profit, materials no In-Place and all other charges:	\$ <u>1,485,278.43</u>
TOTAL: (Must Agree with Total Bid)	\$ <u>3,963,661.00</u>

It is agreed that, in the event the undersigned fails to enter into such contract and furnish such bonds within the time and in the manner required, the bidder will forfeit to Owner, as liquidated damages, the bank certified check, cashier's check, or the bidder's bond, as provided in the Contract Documents.

I/We agree and understand that Owner reserves the right to accept or reject any or all bids and/or to accept any bid or combination of bids considered advantageous.

DATE: 9-2-15

BIDDER: TRANS TEX CONSTRUCTION, LLC.

ATTEST/SEAL

(If a corporation):

WITNESS

(If not a corporation):

Company Name

BY: Brad Munsell

Signature

BRAD MUNSELL

Printed or Typed Name

PRESIDENT

Title

BY: 

PO Box #699

Street Address

NAME: MATTHEW MUNSELL

PATRISON, TX 77466

City, State & Zip Code

TITLE: Vice President

(281)375-2645

Area Code and Phone Number



September 3, 2015

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

Re: Recommendation of Construction Award
Phase 2 Airport Ave. Reconstruction (Louise – west of Graeber)

Dear Mr. Gracia:

The referenced project was bid on Wednesday, September 2, 2015. Four responsive bids were received for the project (bid tabulation attached) and the low responsive bid was submitted by Trans Tex Construction, LLC. - **\$3,963,661.**

Trans Tex is a local company that has successfully completed paving and utility infrastructure projects in Rosenberg and other Texas Gulf Coast communities.

References for completed projects were contacted and positive responses were obtained concerning overall quality of work, working relationships, and responsiveness.

The company's most recent financial statement (unaudited) was reviewed (Balance Sheet, Income Statement, Statement of Cash Flows, the Franchise Tax Account Status, Better Business Bureau Status) and no major concerns were encountered.

Based on the bids submitted and our review of the Contractor's history completing City of Rosenberg and other local projects, reference checks, and overall financial stability of the company, we recommend that the City award the construction contract to Trans Tex Construction, LLC.

Sincerely,
Costello, Inc.

A handwritten signature in blue ink that reads "Samuel W. Kruse, Jr.".

Samuel W. Kruse, Jr., P.E.
Vice President, Municipal Services

W:\2014\2014326\Bid Phase\Costello-elec-LH- 1st and 2nd pg.docx

RESOLUTION NO. R-2030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDED BID NO. 2015-13 FOR THE AIRPORT AVENUE PHASE II RECONSTRUCTION PROJECT (LOUISE STREET TO WEST OF GRAEBER ROAD); AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2015-13 to _____, in the amount of \$_____ for the Airport Avenue Phase II Reconstruction Project (Louise Street to West of Graeber Road).

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

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

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

ATTEST:

APPROVED:

Linda Cernosek, TRMC, **City Secretary**

Amanda J. Barta, **Mayor Pro Tem**

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: \$4,736,000

Authorized Funding:

CO 2013 Bond Funds (Fund 422)	\$380,000
2013 County Mobility Funds (Fund 434)	\$2,200,000
CO 2014A Bond Funds (Fund 424)	<u>\$2,300,000</u>
Total	\$4,780,000

Council Approval Date: October 21, 2014 by Resolution No. R-1867

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 from FM 2218 to Graeber Road has been completed.

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

Supporting Documentation: Resolution No. R-1867 (Engineering Services)



Janca

Villages Of Town C

Alamo

Greenwood C

Wiesner

Glenmeadow

Greenwood

Nowak

Graeber Road

Louise Street

Freeway Manor

Armory Place

Los Pinos

Bayou Crossing

Jones Meadow

Airport Avenue

Barcak Acres

Bayou Bend

FM 2218

Jerit Park

Airport Avenue
Phase 2 Project
Limits

RESOLUTION NO. R-1997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016.

* * * * *

WHEREAS, the City staff of the City of Rosenberg has identified its priorities for Capital Improvement Projects; and,

WHEREAS, the City Manager has recommended twenty-three (23) Capital Improvement Projects to be addressed in FY2016; and,

WHEREAS, the FY2016 Budget will include funding for the majority of the recommended Capital Improvement Projects and recommendations for funding other projects; now, therefore,

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

Section 1. City Council hereby approves the FY2016 Capital Improvements Plan for the City of Rosenberg which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 7th day of July 2015.

ATTEST:


Linda Cernosek, City Secretary

APPROVED:


Cynthia McConathy, Mayor



FY2016 CAPITAL IMPROVEMENT PROJECTS

GENERAL/STREETS AND DRAINAGE PROJECTS

- | |
|-------------------------------|
| 1. Airport Avenue – Phase Two |
|-------------------------------|
2. Avenue C Connector from 8th Street to River Road
 3. Bamore Road Connector to I-69
 4. Bryan Road
 5. Dry Creek Drainage Improvements
 6. FM 2218 from I-69 to State Highway 36 (TxDOT)
 7. Old Richmond Road/Jennetta Street and Avenue F Drainage
 8. Railroad Quiet Zones
 9. Sidewalks – Replace/Removal of Existing
 10. Spacek Road Improvements – Phase Two
 11. State Highway 36 from I-69 to FM2218 (TxDOT)
 12. Traffic Signal at Reading Road and Town Center Boulevard
 13. Traffic Signal for Reading Road at Spacek Road
 14. US Highway 59/I-69 Expansion from FM 762 to Beasley (TxDOT)

WATER AND WASTEWATER PROJECTS

Alternate Water Projects (GRP):

15. A Meyer Road/Benton Road/Rohan Road Waterline Extensions/Oversizing (GRP)
16. Chloramine Conversion System (GRP)
17. FM 2977 Water Storage Tank (GRP)
18. Water Plant No. 8 (GRP)

Other Water and Wastewater Projects:

19. North Side Water Improvements – Phase Three
20. Spacek Road Sewer Lift Station
21. Spacek Road Sewer Line
22. Utility Adjustments for I-69 Improvement Project (TxDOT)
23. WWTP 1A Collection System – Phase Two

included in the proposed FY2016 Budget. Staff recommends approval of Resolution No. R-1996.

Key Discussion Points: Joyce Vasut read the Executive Summary and explained that passing this Resolution does not mean that all of the projects will be funded; rather, it gives staff a priority list for guidance when trying to fund as many of the projects as possible. Ms. Vasut requested clarification from Council regarding their wishes with the Firewall, which Council stated is a priority to fund prior to a technology audit, along with ticket writers, if possible.

Action: Councilor Euton made a motion, seconded by Councilor Moses, to approve Resolution No. R-1996, a Resolution approving FY2016 Budget Priorities. The motion carried by a unanimous vote.

12. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1997, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016.**

Executive Summary: During the FY2016 Budget process, staff reviewed the current Capital Improvement Plan (CIP) and is recommending that a total of twenty-three (23) projects be addressed in FY2016. Exhibit "A" to Resolution No. R-1997 lists the twenty-three (23) individual projects. The Planning Commission met on May 20, 2015, and also recommended approval of the projects proposed for the FY2016 CIP. These projects were also presented to City Council at the June 23, 2015 City Council Workshop.

Existing funding is available for eleven (11) of the Capital Projects. Three (3) projects can be funded using General Fund Balance which will require a budget adjustment at a future meeting. The Railroad Quiet Zones Project is awaiting additional costing information before funding can be determined.

There are several remaining Capital Projects which are not completely funded. Funding for these projects may include the issuance of Certificates of Obligation, as follows:

- **Issue Certificates of Obligation – November 2015 - \$4,915,200 (to be paid with Subsidence Fees)**
 - Chloramine Conversion System (GRP) - \$376,200
 - Water Plant No. 8 (GRP) - \$4,539,000
- **Issue Certificates of Obligation – November 2015 - \$5,000,000 (to be paid with Water/Wastewater fees)**
 - WWTP 1A Collection System (Phase Two) - \$5,000,000
- **Issue Certificates of Obligation - March 2016 - \$5,612,000**
 - Bryan Road – \$2,300,000
 - Spacek Road Improvements - Phase II – \$312,000
 - Old Richmond Road/Jennetta Street and Avenue F Drainage - \$3,000,000
- **Issue Certificates of Obligation – March 2016 - \$4,317,000 (to be paid with Water/Wastewater fees)**
 - Spacek Road Sewer Lift Station - \$2,617,000
 - Spacek Road Sewer Line - \$1,700,000

The actual details regarding the issuance of Certificates of Obligation, including the dollar amounts and timing of the issues, will be analyzed and strategized during the first quarter of FY2016 to determine the best options for the City.

Approval of Resolution No. R-1997 will establish the City's FY2016 Capital Improvements Plan and allow for the projects to be properly included in the proposed FY2016 Budget. Staff recommends approval of Resolution No. R-1997.

Key Discussion Points: Joyce Vasut read the Executive Summary.

Action: Councilor Euton made a motion, seconded by Councilor Barta, to approve Resolution No. R-1997, a Resolution approving Capital Improvement Plan priorities for FY2016. The motion carried by a unanimous vote.

13. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1998, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2017 THROUGH FY2020.**

Executive Summary: Pursuant to the City Charter which requires a five-year Capital Improvement Plan (CIP), staff has prepared a proposed schedule for Capital Projects in FY2017, FY2018, FY2019 and FY2020. The development of the CIP for FY2017 to FY2020 is based on several factors, including but not limited to:

- Unfunded Mandates (Fort Bend Subsidence District, TCEQ)
- Liability/Risk Management including noncompliance violations which subject the City to monetary fines, penalties and/or enforcement actions
- Protect the health, safety and welfare of the citizens and the environment
- Opportunities to leverage City funds with Fort Bend County Mobility Bond Funds or grant funds
- Quality of life/growth including City parks and City facilities

The proposed FY2017-FY2020 CIP is attached to Resolution No. R-1998 as Exhibit "A". Staff recommends approval of Resolution No. R-1998.

Key Discussion Points: Joyce Vasut read the Executive Summary. This list is a fluid document as serves as a general outline of future needs.

Action: Councilor Barta made a motion, seconded by Councilor Moses, to approve Resolution No. R-1998, a Resolution approving Capital Improvement Plan priorities for FY2017 to FY2020. The motion carried by a unanimous vote.

14. ***This item was considered at the beginning of the Agenda as item 2a.***
CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1994, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONTRACT EXTENSION, BY AND BETWEEN THE CITY AND PATILLO, BROWN AND HILL, LLP, FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES FOR FISCAL YEARS ENDING SEPTEMBER 30, 2015, AND SEPTEMBER 30, 2016.

15. **HOLD EXECUTIVE SESSION TO DELIBERATE THE EMPLOYMENT, EVALUATION, OR DUTIES OF THE CITY MANAGER PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**

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

An Executive Session was held to deliberate the employment, evaluation, or duties of the City Manager pursuant to Section 551.074 of the Texas Government Code.

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

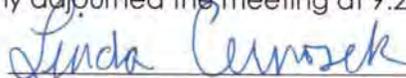
Mayor McConathy adjourned the Executive Session and reconvened into Regular Session at 9:25 p.m.

17. **ANNOUNCEMENTS.**

- Effective July 21, Announcements will be moved to the beginning of the Agenda.
- Rosenberg Police Explorers are conducting a competition on July 18, 2015 at Terry High School, and are need of volunteers.

18. **ADJOURNMENT.**

There being no further business, Mayor McConathy adjourned the meeting at 9:28 p.m.


Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
4	Resolution No. R-2042 – Verizon Wireless Memorandum of License Agreement and License Agreement

ITEM/MOTION

Consideration of and action on Resolution No. R-2042, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Memorandum of License Agreement and License Agreement, by and between the City and GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless, allowing for the installation of antennae, associated cabling and equipment on the City owned elevated water storage tank located at 2214 Ruby Street.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds:

Revenue Receipts

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

MUD #: N/A

SUPPORTING DOCUMENTS:

- Resolution No. R-2042

APPROVALS

Submitted by:

Assistant City Manager of
Public Services

Reviewed by:

- Exec. Dir. of Administrative Services
- City Attorney *DNRBHZ/jm*
- City Engineer
- (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless, submitted a request seeking approval and authorization to install antennae, cabling, and related equipment on the City-owned elevated water storage tank located at 2214 Ruby Street. Staff and the City Attorney have negotiated a License Agreement (Agreement) similar to those previously approved by City Council for similar equipment installed on this water tank by T-Mobile and Clear Wireless. The Agreement includes a primary term of ten (10) years, commencing on the date equipment installation begins, or January 01, 2016, whichever occurs first. The Agreement also provides Verizon Wireless the right to extend said license for up to four (4) additional and successive five (5) year terms. The base annual rental amount has been established at \$22,000.00, with a four percent (4%) annual increase in the rental rate for the term of the Agreement. Staff has reviewed drawings for the proposed antennae and related equipment that would be installed on the tower and has no objections.

Staff recommends approval of Resolution No. R-2042, a Resolution authorizing the City Manager to execute a Memorandum of License Agreement and License Agreement by and between the City of Rosenberg and Verizon Wireless.

RESOLUTION NO. R-2042

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, A MEMORANDUM OF LICENSE AGREEMENT AND LICENSE AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND GTE MOBILNET OF SOUTH TEXAS LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, ALLOWING FOR THE INSTALLATION OF ANTENNAE, ASSOCIATED CABLING AND EQUIPMENT ON THE CITY-OWNED ELEVATED WATER STORAGE TANK LOCATED AT 2214 RUBY STREET.

* * * * *

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 a Memorandum of License Agreement and a License Agreement by and between the City of Rosenberg, Texas, and GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless, allowing for the installation of antennae, associated cabling and equipment on the City-owned elevated water storage tank located at 2214 Ruby Street.

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

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

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

ATTEST:

APPROVED:

Linda Cernosek, **CITY SECRETARY**

Amanda J. Barta, **MAYOR PRO TEM**

Licensee Site Name: Walnut Ave Tower / 284082

Upon Recording, Return to:

Rogers Lewis Jackson Mann & Quinn, LLC
P.O. Box 11803
Columbia, SC 29211

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

MEMORANDUM OF LICENSE AGREEMENT

This Memorandum of License Agreement is made this ____ day of _____, 201_, between **CITY OF ROSENBERG**, a home-rule municipal corporation under the laws of the State of Texas, having its principal address at 2110 Fourth Street, Rosenberg, Texas 77471, hereinafter referred to as "LICENSOR", and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LICENSEE". LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. Licensor is the owner of a water tank (the "**Water Tank**") on real property (the "**Property**") located in Fort Bend County, Texas, and further described in Exhibit A attached hereto and made a part hereof for all purposes. LICENSOR and LICENSEE entered into a License Agreement (the "License") regarding the Property on _____, 20_ for an initial term of ten (10) years, commencing on the Commencement Date. Licensee shall have the right to extend the License for up to four (4) additional and successive five-year terms as set forth in the License.
2. Pursuant to the License, Licensor licenses to Licensee as a site for a communications facility consisting of antennae and associated cabling and equipment as more particularly described below. Licensee shall have the right to erect, construct, operate, maintain, repair and replace a single 437 square foot footprint for its equipment on the Licensed Premises ("**Land Space**"), as well as footprints on the Water Tank for the attachment of its antennae and tower equipment to the Water Tank's handrail ("**Tower Space**"). Licensee shall light the communications equipment in any manner required by the Federal Aviation Administration. Licensee shall have the

right to erect, construct, operate, maintain, repair and replace a mount or mounts on the Water Tank as shown on Exhibit B. Antennae will be mounted as shown in Exhibit B. The antennae will be connected to the ground equipment with cable running from the ground equipment to the antennae, the radio equipment will be supplied with power service by lines running to Licensee's equipment. Licensee shall have the non-exclusive right (the "**Rights of Way**") for ingress and egress, on foot or motor vehicle, including trucks over or along a wide right-of-way extending from the nearest public right-of-way, Ruby Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space and/or the Tower Space. Said Land Space, Tower Space and Rights of Way are substantially described in Exhibit "B", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "**Licensed Premises**".

3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date Licensee commences installation of the equipment on the Licensed Premises, or on January 1, 2016, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the License shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the License shall commence on the 1st day of the following month (either of the foregoing or January 1, 2016, if applicable, being the "**Commencement Date**").
4. Should LICENSOR, at any time during the initial term or any renewal term decide (i) to sell or transfer all or any part of the Property or the Water Tower thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Water Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that LICENSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Water Tower and/or Property occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.
5. The terms, covenants and provisions of the License, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LICENSOR and LICENSEE.

[Signatures to Follow]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LICENSOR and LICENSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

WITNESSES:

By: _____
Name: _____

LICENSOR:

CITY OF ROSENBERG, TEXAS

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

LICENSEE:

**GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless**

By San Antonio MTA, L.P., Its General Partner

**By Verizon Wireless Texas, LLC, Its General
Partner**

By: _____
Print Name: _____

By: _____
Name: Aparna Khurjekar
Title: Area Vice President Network
Date: _____

STATE OF TEXAS)
)
COUNTY OF FORT BEND)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the **CITY OF ROSENBERG, TEXAS**, and s/he, being authorized to do so, executed the foregoing instrument as his/her own act and deed on behalf of the **CITY OF ROSENBERG, TEXAS**.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 201_.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SUBJECT PROPERTY: A tract of land containing 0.740 acres, more or less, being out of the Charles Krobot 33.28 acre tract in Lots 38 and 39 of Rosenberg Farms Subdivision (Volume 4, Page 25, Plat Records), located in the Henry Scott League, Fort Bend County, Texas.

EXHIBIT B

LICENSED PREMISES AND EASEMENTS

[See Attached Drawings]

NOTE: Licensee may be referred to in the attached drawings as “Lessee”

LEGEND

- S' SET 5/8 INCH IRON (WITH CAP STAMPED 'COTTON SURVEYING')
- CF CLERK'S FILE
- CLF CHAIN LINK FENCE
- EA EDGE OF ASPHALT
- EG EDGE OF GRAVEL
- FND FOUND
- IR IRON ROD
- FBCOR FORT BEND COUNTY DEED RECORDS
- FBCOPR FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- NAD NORTH AMERICAN DATUM
- No. NUMBER
- PS PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- PP POWER POLE
- SQ. FT. SQUARE FEET
- TOB TOP BANK DITCH
- TBM TEMPORARY BENCHMARK
- W/CAP WITH CAP
- VOL VOLUME



HOUSTON LIGHTING AND POWER
100' RIGHT OF WAY

EXHIBIT B
(Page 1 of 5)

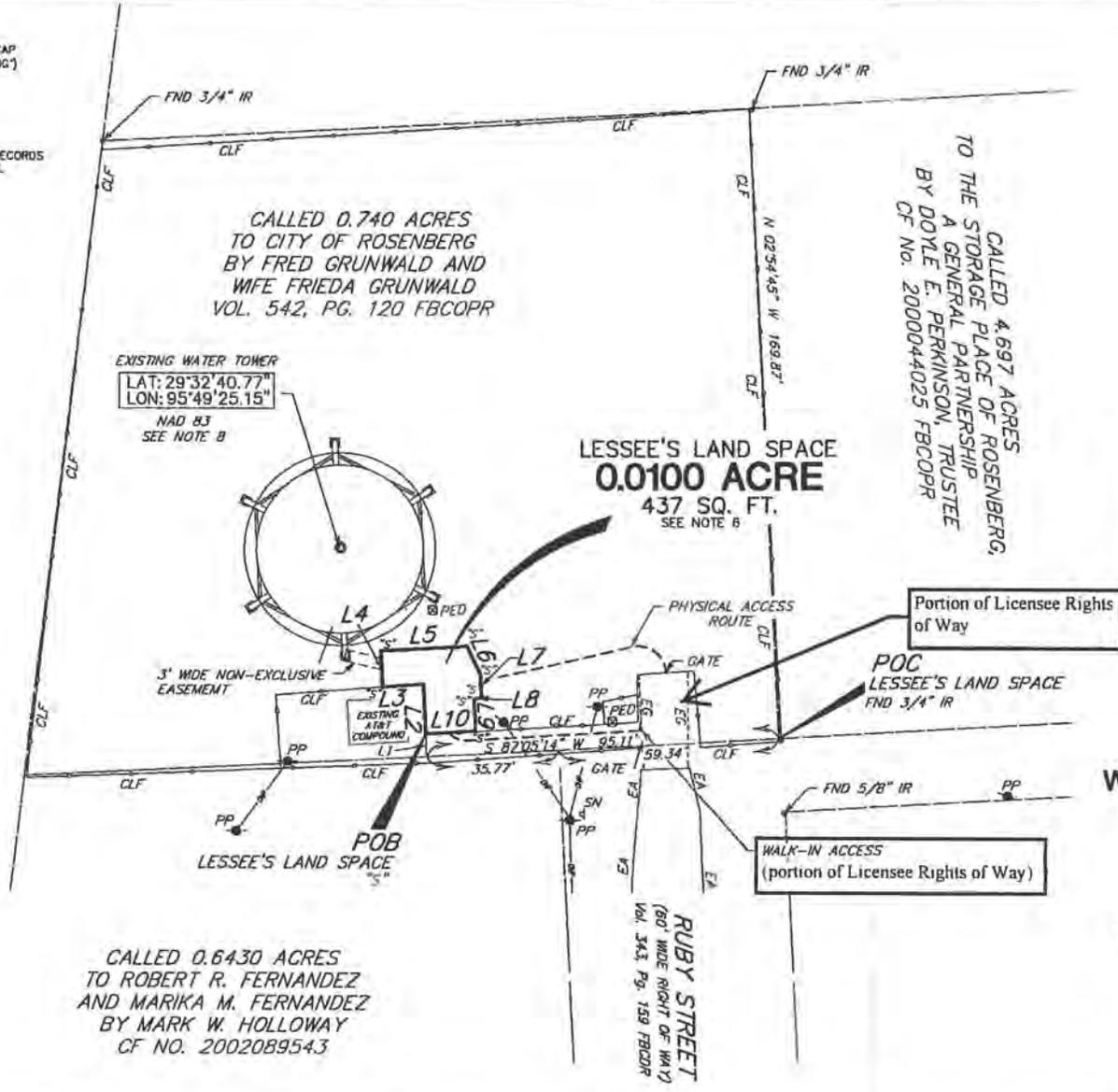
CALLED 0.740 ACRES
TO CITY OF ROSENBERG
BY FRED GRUNWALD AND
WIFE FRIEDA GRUNWALD
VOL. 542, PG. 120 FBCOPR

CALLED 4.697 ACRES
TO THE STORAGE PLACE OF ROSENBERG,
BY A GENERAL PARTNERSHIP
BY DOYLE E. PERKINSON, TRUSTEE
CF No. 2000044025 FBCOPR

EXISTING WATER TOWER
LAT: 29°32'40.77"
LON: 95°49'25.15"
NAD 83
SEE NOTE B

LESSEE'S LAND SPACE
0.0100 ACRE
437 SQ. FT.
SEE NOTE B

LINE	BEARING	DISTANCE
L1	N 02°54'49" W	6.05'
L2	N 03°02'32" W	13.55'
L3	S 85°33'42" W	11.06'
L4	N 03°02'32" W	9.83'
L5	N 86°57'28" E	23.39'
L6	S 26°11'05" E	8.29'
L7	S 03°02'32" E	6.54'
L8	S 86°52'30" W	2.01'
L9	S 02°57'34" E	8.91'
L10	S 86°48'27" W	13.56'



POB
LESSEE'S LAND SPACE

Portion of Licensee Rights
of Way

POC
LESSEE'S LAND SPACE
FND 3/4" IR

WALK-IN ACCESS
(portion of Licensee Rights of Way)

CALLLED 0.6430 ACRES
TO ROBERT R. FERNANDEZ
AND MARIKA M. FERNANDEZ
BY MARK W. HOLLOWAY
CF NO. 2002089543

RUBY STREET
(60' WIDE RIGHT OF WAY)
Vol. 343, Pg. 159 FBCOR

**LAND TITLE SURVEY
OF
WALNUT AVE TOWER SITE**

BEING
SITE No. 20131002276
SITE ID. 284082
0.0100 ACRE
OUT OF THE
HENRY SCOTT LEAGUE, A-83
FORT BEND COUNTY, TEXAS
MAY 2015



**COTTON SURVEYING
COMPANY**
8326 Dallas, Suite 103
Houston, Texas 77061-1108
Office (713) 961-0275

a Jones & Carter Company
Austin • Breckenridge • Bryan • Dallas • Houston
Roseburg • San Antonio • The Woodlands

LESSEE'S LAND SPACE
0.0100 ACRE

STATE OF TEXAS §
COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 0.0100 acre tract of land situated in the Henry Scott League, Abstract No.83 in Fort Bend County, Texas, being out of a called 0.740 acre tract of land conveyed to the City of Rosenberg by Deed recorded in Volume 542, Page 120 of the Fort Bend County Official Public Records of Real Property, said 0.0100 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83:

COMMENCING at a found 3/4-inch iron rod at the southeast corner of said 0.740 acre tract common with the southwest corner of called 4.697 acre tract conveyed to The Storage Place of Rosenberg in Clerk's File No. 2000044025 of the Fort Bend County Official Public Records, said iron rod also being the northeast corner of Ruby Street (60' Right of Way) recorded in Volume 343, Page 159 of the Fort Bend County Deed Records;

THENCE, South 87°05'14" West, along the south line of said 0.740 acre tract common with the north line of said Ruby Street, at 59.34 feet passing the northwest corner of said Ruby Street, continuing along the north line of a called 0.6430 acres conveyed to Robert R. Fernandez and Marika M Fernandez recorded in Clerk's File 2002089543 of the Fort Bend County Official Public Records for a total distance of 95.11 feet to a point in the north line of said 0.6430 acre tract;

THENCE, North 02°54'49" West, 6.05 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for the POINT OF BEGINNING of the herein described tract;

THENCE, North 03°02'32" West, 13.55 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 85°33'42" West, 11.06 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, North 03°02'32" West, 9.83 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, North 86°57'28" East, 23.39 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 26°11'05" East, 8.29 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 03°02'32" East, 6.54 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 86°52'30" West, 2.01 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 02°57'34" East, 8.91 feet to a set 5/8-inch iron rod (with cap stamped "Cotton Surveying") for corner;

THENCE, South 86°48'27" West, 13.56 feet to the POINT OF BEGINNING, CONTAINING 0.0100 acres of land in Fort Bend County, Texas, as shown on Drawing No. 8728 in the office of Cotton Surveying Company in Houston, Texas.

EXHIBIT B (Page 2 of 5)

LAND TITLE SURVEY
OF
WALNUT AVE. TOWER SITE
BEING
SITE No. 20131002276
SITE ID. 284082
0.0100 ACRE
OUT OF THE
HENRY SCOTT LEAGUE, A-83
FORT BEND COUNTY, TEXAS
MAY 2015



COTTON SURVEYING
COMPANY
6335 Gullien, Suite 103
Houston, Texas 77061-1169
Office (713) 981-0275

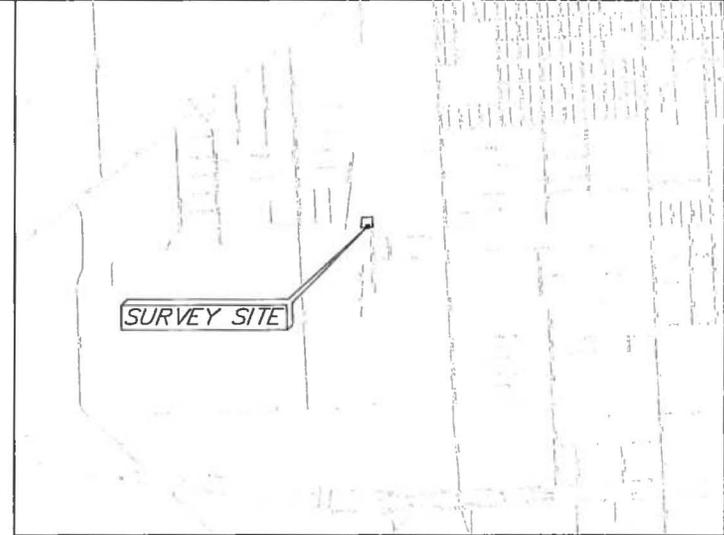
a Jones & Carter Company
Austin • Brenham • Bryan • Dallas • Houston
Rosenberg • San Antonio • The Woodlands

GENERAL NOTES:

1. Reference an Abstractor's Certificate prepared by Texas Abstract Services dated May 19, 2014. No additional research for easements or encumbrances was performed by Cotton Surveying Company.
 2. Bearings shown hereon are based on the Texas Coordinate System, South Central Zone, (NAD 83).
 3. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
 4. According to Map No. 48157C0240L of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Fort Bend County, Texas, effective date April 2, 2014 the subject tract is situated within: Un-shaded Zone "X", defined as areas determined to be outside the 0.2% annual chance floodplain.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
5. Research for Adjoiner Tracts was performed by Texas Abstract Services on May 19, 2014.
 6. The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to position accuracy of the boundary monuments shown hereon.
 7. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
 8. Latitude, Longitude and Elevations were obtained with Global Positioning Satellite Equipment and are based on the following National Geodetic Survey Monuments:

PID	DESIGNATION
DF4052	HOUSTON WAAS 1 CORSARP
DEB140	CORNERSTONE COOP CORS ARP

9. This survey has been prepared for the sole purpose of the transaction described in the above referenced Title Commitment and the parties listed thereon. This survey is not to be used for any subsequent transactions.
10. Visible improvements/utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
11. A metes & bounds description of this tract is available in the offices of Cotton Surveying Company in Houston, Texas.
12. Any and all easements and setbacks as set out in the map of Rosenberg Farms Subdivision, recorded in Volume 4, Page 25 of the Fort Bend County Deed Records.
13. Drainage Easement dated February 10, 1961, executed by Charles Krobot to Fort Bend County, recorded in Volume 415, Page 99 of the Fort Bend County Deed Records.



Subject to the General Notes shown hereon:

The undersigned hereby certifies unto Verizon Wireless and Pennington Law Firm, LLC, and Texas Abstract Services that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on May 6, 2014 and as to matters of record relies upon the documents listed in the Abstractor's Certificate Control No. 18822, prepared by Texas Abstract Services and certified through May 19, 2014, which includes, and is limited to, the Lessee's Land Space, herein collectively termed, the "Property", as shown and as described on this drawing (b) this survey accurately shows (1) the location of any buildings, structures and other improvements situated on or within the Property (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Property as described and shown on this survey, and (4) all setback lines, encroachments, easements and rights-of-way crossing, abutting or affecting the Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way; (c) the area of the Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the field notes attached to this survey accurately state the courses and distances found in performing the on-the-ground survey; (e) the notes listed on the survey are true and correct (f) except as shown on the survey drawing, there are no (1) visible easements or rights-of-way across or abutting or affecting the Property (2) easements or rights-of-way across or abutting or affecting the Property of which the undersigned has been advised (3) visible encroachments from the Property onto an adjacent property or onto easements, streets, or alleys, by any of the building structures or other improvements, or (4) visible encroachments on the Property by buildings structures or other improvements situated on adjoining property; (g) Access to the Lessee's Land Space will be from Ruby Street through the called 0.740 acre tract conveyed to The City of Rosenberg; (h) this professional service conforms to (1) the scope of work as requested by Verizon Wireless on a site visit and (2) the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition IV Survey.

Surveyed: May 6, 2014
 Revised: May 2015
 Revised Lessee's Boundary

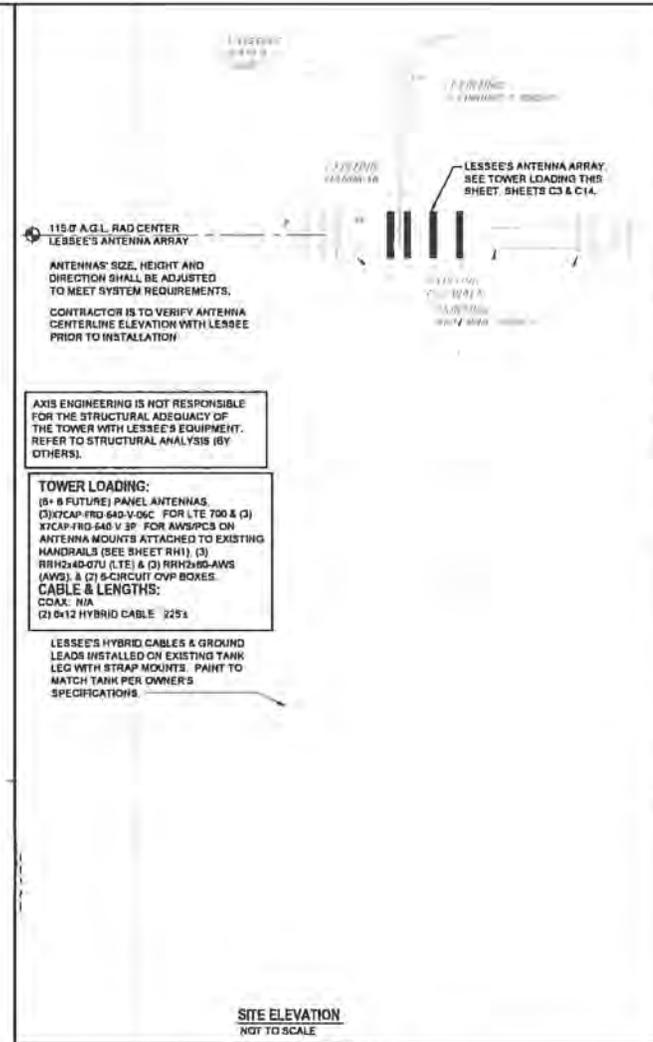
Steven A. Jares
 Steven A. Jares
 Registered Professional Land Surveyor
 No. 5317
 S.jares@jonescarter.com

LAND TITLE SURVEY
 OF
WALNUT AVE. TOWER SITE
 BEING
 SITE No. 20131002276
 SITE ID. 284082
0.0100ACRE
 OUT OF THE
HENRY SCOTT LEAGUE, A-83
 FORT BEND COUNTY, TEXAS
 MAY 2015

COTTON SURVEYING COMPANY
 6135 Galton, Suite 103
 Houston, Texas 77081-1169
 Office (713) 961-0275

a Jones & Carter Company
 Austin • Brenham • Bryan • Dallas • Houston
 Rosenberg • San Antonio • The Woodlands

EXHIBIT B
 Page 3 of 5



AXIS ENGINEERING IS NOT RESPONSIBLE FOR THE STRUCTURAL ADEQUACY OF THE TOWER WITH LESSEE'S EQUIPMENT. REFER TO STRUCTURAL ANALYSIS (BY OTHERS).

TOWER LOADING:
 (5) 8' FUTURE) PANEL ANTENNAS
 (3) X7CAP-FRD 640-V-06C FOR LTE T00 & (3) X7CAP-FRD 640 V 3P FOR AWS/PCS ON ANTENNA MOUNTS ATTACHED TO EXISTING HANDRAILS (SEE SHEET RH1), (3) RRH240-07U (LTE) & (3) RRH260-AWS (AWS) & (2) 6-CIRCUIT OVP BOXES.
CABLE & LENGTHS:
 COAX: N/A
 (2) 0x12 HYBRID CABLE 325ft

LESSEE'S HYBRID CABLES & GROUND LEADS INSTALLED ON EXISTING TANK LEG WITH STRAP MOUNTS. PAINT TO MATCH TANK PER OWNER'S SPECIFICATIONS.

SITE ELEVATION
 NOT TO SCALE

TE:
 p No. 48157C0240L of the Federal Emergency Agency's Flood Insurance Rate Maps for Fort Worth, effective April 2, 2014. The subject tract is in shaded Zone X defined to be outside the 100-year flood plain. NEAREST BASE FLOOD SITE BASED ON THIS MAP IS 99.0' TOP OF 3.4' AMSL, 24" ABOVE THE FINISHED SITE.

LEGEND	
T.O.C. TOP OF CONCRETE	T.O.S. TOP OF SOIL
LESSEE FENCE	LESSEE O.H. UTILITY
LESSEE EASEMENT	EX. EASEMENT
LESSEE FIN. GRADE	EX. PROPERTY LINE
LESSEE PAVING	EX. UTILITY POLE
LESSEE UTILITY POLE	EX. C.L. FENCE
LESSEE LEASE LINE	EX. S.W. FENCE
LESSEE PAVEMENT	EX. ELEVATION
LESSEE U.G. TELCO	EX. O.H. UTILITY
LESSEE U.G. POWER	EX. HIGH BANK

verizon
WIRELESS
 14123 CICERO ROAD
 HOUSTON, TX 77095
 PHONE: (713) 507-1650
 FAX: (713) 507-1618

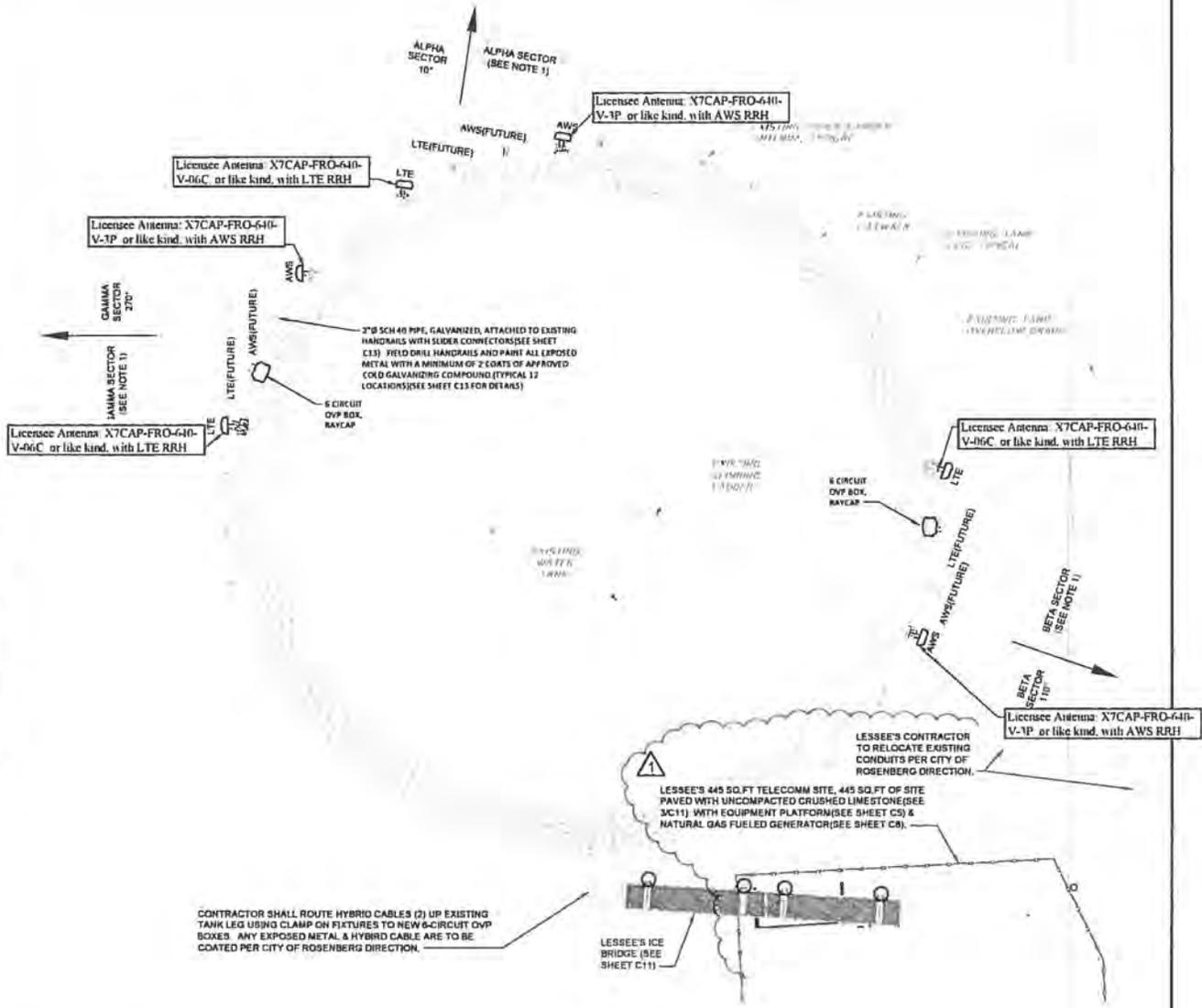
AXIS Engineering, Inc.
 Wireless Site Design and Engineering
 www.axisengineering.net

AXIS PROJECT NUMBER
 01-140316-015

REVISIONS	BY
RELOCATED GENERATOR PER CITY 04-02-2015	CLF

ENLARGED SITE PLAN & ELEVATION
VERIZON WIRELESS - TEXAS AREA
WALNUT AVENUE SITE
 2214 2/3 RUBY ST. #B
 ROSENBERG, TEXAS 77471

CLF
 CLF
 18-2P-2014
 284082
C2
 VERIZON WIRELESS
 WALNUT AVENUE



verizon
WIRELESS
14123 CICERO ROAD
HOUSTON, TX 77095
PHONE (713) 507-1650
FAX (713) 507-1618

AXIS Engineering, Inc.
A Verizon Wireless Engineering Company
www.axisengineering.net
AXIS PROJECT NUMBER
01-140316-015

REVISIONS	BY
RELOCATED GENERATOR PER CITY 04-02-2015	CLF

ANTENNA INFORMATION
VERIZON WIRELESS - TEXAS AREA
WALNUT AVENUE SITE
2214 203 RUBY ST. #B
ROSENBERG, TEXAS 77471

CLF
CLF
12-22-2014
284082

C3
VERIZON WIRELESS
WALNUT AVENUE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License" or "Agreement") is made this day by and between **CITY OF ROSENBERG**, a home-rule municipal corporation under the laws of the State of Texas, having its principal address at 2110 Fourth Street, Rosenberg, Texas 77471, hereinafter referred to as "Licensor" or "City" and **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter referred to as "Licensee."

WHEREAS, Licensor is the owner of a water tank (the "**Water Tank**") on real property (the "**Property**") located in Fort Bend County, Texas, and further described in Exhibit A attached hereto and made a part hereof for all purposes; and,

WHEREAS, Licensee desires to license a portion of the Water Tank and land adjacent thereto owned by Licensor for the purpose of construction, operation, and maintenance of a communication transmission facility, along with ingress and egress thereto, and utility, fiber and cable easements thereto, also being more specifically described and shown on Exhibit B attached hereto; and

NOW THEREFORE, in consideration of the terms, conditions and recitals hereinafter set forth, Licensor and Licensee agree to the following:

1. USE

A) Licensor hereby licenses to Licensee as a site for a communications facility consisting of antennae and associated cabling and equipment as more particularly described below. Licensee shall have the right to erect, construct, operate, maintain, repair and replace a single 437 square foot footprint for its equipment on the Licensed Premises ("**Land Space**"), as well as footprints on the Water Tank for the attachment of its antennae and tower equipment to the Water Tank's handrail ("**Tower Space**"). Licensee shall light the communications equipment in any manner required by the Federal Aviation Administration. Licensee shall have the right to erect, construct, operate, maintain, repair and replace a mount or mounts on the Water Tank as shown on Exhibit B. Antennae will be mounted as shown in Exhibit B. The antennae will be connected to the ground equipment with cable running from the ground equipment to the antennae, the radio equipment will be supplied with power service by lines running to Licensee's equipment. Licensee shall have the non-exclusive right (the "**Rights of Way**") for ingress and egress, on foot or motor vehicle, including trucks over or along a wide right-of-way extending from the nearest public right-of-way, Ruby Street, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space and/or the Tower Space. Said Land Space, Tower Space and Rights of Way are substantially described in Exhibit "B", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "**Licensed Premises**".

Only the items listed in paragraph 1) A) and as shown on Exhibit B are allowable on the Licensed Premises. Any additional structures, antennae, footprints, equipment, cabinets of any kind, and/or any other items not specifically contained in paragraph 1) A) and authorized by City, in writing, are strictly prohibited. Licensee's failure to comply with the requirements of this paragraph shall constitute a default of this License and call for

the immediate cancellation and termination of this License if said prohibited equipment is not removed within thirty (30) days of notice ("Prohibited Equipment Removal Period"). If such equipment remains on the Property after the Prohibited Equipment Removal Period, the City shall have the right and authority to remove any and all structures, antennae, footprints, cabinets of any kind, or any other item placed/installed on the Licensed Premises without notice to Licensee, in the event of a breach of this paragraph. The City shall not be responsible for any damage to any structures, antennae, footprints, equipment, cabinets of any kind, and/or any other item removed from the Licensed Premises in the event of Licensee's default.

The foregoing notwithstanding, the parties agree and acknowledge that Licensee shall be permitted to add and/or modify its equipment, without any increase in rent, provided the proposed addition and/or modification is within Licensee's authorized Licensed Premises. Further, Licensor shall not unreasonably withhold, condition or delay approval of any proposed addition or modification by Licensee. Licensee reserves the right to replace the aforementioned tower equipment, without a rental increase and upon notice to Licensor, with similar and comparable equipment provided said replacement does not increase tower loading of said Water Tower.

B) Licensee and its Authorized Personnel shall be entitled to 24-hour, 7- day per week access to the Licensed Premises for the purpose of maintenance, repair, replacement and removal of the Licensed Premises. For purposes hereof, "Authorized Personnel" means employees, engineers, technicians or contractors of Licensee (or persons or entities under direct supervision thereof) who either

(i) Carry an identification badge identifying them as employees or agents of Licensee, or

(ii) are employees, engineers, contractors or technicians acting on Licensee's behalf.

Notwithstanding anything to the contrary, all access to the Licensed Premises by Licensee shall be subject in each instance to the reasonable security requirements and reasonable rules and regulations from time to time in effect at the Property at which the Licensed Premises is located provided that Licensee's use of the Licensed Premises is not unreasonably impaired and Licensee is given at least 48 hours advanced notice of any security and/or access requirements. If Licensee requires access to the Licensed Premises outside of Licensor's normal business hours, Licensee will be responsible for any reasonable costs incurred by Licensor in providing such access. Licensee shall use its best efforts to contact Licensor no less than four (4) hours prior to accessing the Licensed Premises, and agrees to conduct its normal maintenance activities during normal business hours. Licensor agrees and acknowledges Licensee may use the Rights of Way to access the Land Space without complying with access procedures in the event of an Emergency, which shall mean a situation where, in Licensee's sole and reasonable discretion, there is an immediate or imminent threat of harm to persons or property or there is an equipment, system or network malfunction or failure causing an interruption in service thereby requiring immediate attention and access to the Licensed Premises by Licensee.

C) [Intentionally Deleted].

D) Licensee agrees and understands that it is the Licensee's responsibility to abide by all federal, state and local rules and regulations pertaining to the operation of the site and

of Licensee's equipment; including, without limitation, those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and any other alterations or improvements authorized herein, Licensee agrees and understands that changes in rules and policies by agencies or persons other than Licensor that affect the operation or use of Licensee's equipment and of the site are not Licensor's responsibility. Licensee hereby represents that Licensee has obtained the necessary licenses and permits required to use said site, or that Licensee will obtain said licenses or permits, at Licensee's own expense, prior to any such use.

E) Licensee represents that it has independently ascertained that the site is adequate and proper for Licensee's intended use and has entered into this License based solely upon said independent investigation, and not upon any representation by Licensor.

F) The rights granted by Licensor under this License are not exclusive, and Licensor shall have the right to lease, license or permit the use of the Water Tank, or parts of the Water Tank, to others. The foregoing notwithstanding, Licensee shall have exclusive use of the Land Space, and Tower Space.

G) Licensee agrees not to cause measurable interference with the use of the Water Tank, related facilities, or equipment of other Licensees, Licensees or permittees of Licensor, or any other prior existing users of the Property. In the event Licensee's equipment causes such measurable interference, and after Licensor has notified Licensee of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent Licensee is unable to cure the interference within this timeframe, Licensee shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days Licensee is unable to cure the interference, it will remove the equipment which caused the interference, or at its option, terminate this Agreement.

Licensor agrees any other licensee or tenant on the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the Licensee.

The parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this Section 1(G) and therefore, either party shall have the right to specifically enforce the provisions of this Section 1(G) in a court of competent jurisdiction.

Licensee shall take commercially reasonable efforts to keep the Licensed Premises free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference. The foregoing notwithstanding, Licensor agrees Licensee's proper and lawful use of its batteries and/or emergency generator and associated tank do not create a hazard. Licensee shall at its sole cost cover its equipment, personal property, or Antenna Facility to protect same from paint and debris fallout that may occur during such painting, construction or alteration process.

H) Licensee represents that its equipment and the operations thereof will not cause any measurable harmful interference, electromagnetic or otherwise, to the useful

operation of Licensor's public works, fire, police and emergency services equipment and/or any communications equipment. Should Licensor determine that the Licensee's operation is causing such harmful interference, it shall notify the Licensee, and after receipt of such notice, Licensee will be given a reasonable period of time, at least thirty (30) days, to correct such harmful interference or remove the equipment which is causing such interference. However, if such interference creates an emergency situation, as determined by Licensor, then the thirty (30) day period does not apply, and the provider shall rectify the problem immediately, or cease operations on that tower until the problem is rectified. Costs of reducing such interference shall be borne by the Licensee.

l) Licensee shall not construct any material improvements or structures on the Licensed Premises not otherwise allowed under the terms of this License, nor shall Licensee make any material alterations to said Licensed Premises, other than repairs in the ordinary course of business without the prior written approval of Licensor, which approval shall not be unreasonably withheld.

2. TERM AND RENT

This License shall be for a primary term ("**Primary Term**") of ten (10) years, commencing based upon the date Licensee commences installation of the equipment on the Licensed Premises, or on January 1, 2016, whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the License shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the License shall commence on the 1st day of the following month (either of the foregoing or January 1, 2016, if applicable, being the "**Commencement Date**") and ending on the date immediately preceding the tenth anniversary of the Commencement Date. As rent and rental for the use of the Licensed Premises, Licensee shall pay to City the annual sum of \$22,000.00 (twenty-two thousand dollars and no cents), payable in advance on the first (1st) day of the calendar month following Commencement Date and annually thereafter during the Primary Term and each Renewal Period (as defined below). During the Primary Term and any Renewal Period, this annual rental rate shall be increased four percent (4%) annually effective on each anniversary of the Commencement Date. Licensee shall have the right to extend this License for up to four (4) additional and successive five-year terms (each a "**Renewal Period** ") on the same terms and conditions as set forth in this License, subject to escalation of rent as hereinabove provided. Each Renewal Term shall become automatically effective, unless City gives written notice to Licensee at least eighteen (18) months prior to the expiration of the Primary Term or prior to the expiration of the then-current Renewal Period that City elects not to renew the License beyond the expiration date of the Primary Term or of the then-current Renewal Period. If Licensee shall remain in possession of the Premises at the expiration of this License or any Renewal Period without a written agreement, such possessory period shall be deemed a month-to-month license under the same terms and conditions of this License. The foregoing notwithstanding, Licensee may terminate the License at the end of the Primary Term or any Renewal Period by giving Licensor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LICENSOR shall provide to LICENSEE (i) documentation, acceptable to LICENSEE in LICENSEE's reasonable discretion, evidencing good and sufficient title to and/or

interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE in LICENSEE's reasonable discretion (collectively, "Rental Documentation"). Delivery of such Rental Documentation to LICENSEE by any assignee(s), or transferee(s) shall be a prerequisite for the payment of any rent by LICENSEE to such party and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) until Rental Documentation has been supplied to LICENSEE as provided herein.

3. UTILITIES

LICENSOR shall, at all times during the Term, provide reasonable access to electrical service and telephone service within the Licensed Premises. If the Licensed Premises are metered for electrical power furnished by an electric utility serving the area, Licensee shall, at Licensee's sole cost and expense, install or transfer an electric meter to the Licensed Premises, to Licensee's name and account Licensee agrees to pay any and all power bills and/or any other obligations which it incurs in connection with the Licensed Premises during the entire term of this License and any renewal thereof, and agrees to hold Licensor harmless from same. If the Licensed Premises is not metered for electric power furnished by an electric utility, Licensor hereby agrees to grant unto Licensee an easement for the purpose of bringing electricity to the Licensed Premises. Licensee shall install electric service lines. LICENSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Licensed Premises), a temporary power source, and all related equipment and appurtenances within the Licensed Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Licensed Premises as long as plans for such conduits are submitted to and approved by Licensor prior to installation.

4. COMPLIANCE WITH LAWS

Licensee agrees, at its expense, to conduct all operations on said Licensed Premises in full compliance with all laws ordinances, rules, regulations, orders or directives of any government authority, and shall not commit or allow to be committed any public or private nuisance thereon. The Licensor shall also comply with all rules and regulations enforced by the Federal Aviation Administration with regard to the lighting, marking and painting of water towers. During the Term, Licensor shall keep the Water Tower in good repair and maintain the Property and Water Tower.

5. WARRANTY

Licensor warrants that Licensor owns fee simple title to the Property, or has the authority to assign or sublet a previously executed license, and that the License herein created is and shall be free and clear of all liens and other encumbrances. Licensor warrants that this agreement includes access to the Licensed Premises.

6. COVERAGE AND INTERFERENCE

City makes no representations concerning the distance at which useable radio signals may be transmitted and received from the site or location thereof. Licensee is hereby notified that the site is subject to degradation performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line and ignition noise, inter-modulation, co-channel interference, and interference from users of the same or other radio frequencies. Additionally, Licensor may use, from time to time, cathodic protection systems or other electrified equipment or systems that may cause interference with radio signals. The City is not responsible for interference due to the above or other causes, whether caused by the City's operations or not. However, in the event Licensor's equipment or systems cause interference with Licensee's radio signals and Licensor is unwilling or unable to eliminate such interference within 72 hours from its inception, then Licensee may, at any time thereafter, terminate this License without further liability to Licensor under this License.

7. RENTAL PAYMENTS

All future rental payments due hereunder shall be paid or tendered to Licensor at Licensor's address specified herein, or to such other place as Licensor may from time to time designate the Licensee upon not less than thirty (30) days advance written notice. No change of ownership with respect to the Licensed Premises or with respect to the rental payments provided for herein shall be effective and binding upon Licensee for any purpose until thirty (30) days after the acquiring party shall have furnished Licensee by registered or certified, return receipt requested, United States Mail, a copy duly certified by the appropriate public official, of the recorded instrument, if any and Rental Documentation as provided in Paragraph 2 above.

8. TERMINATION

A) Licensee may terminate the Agreement upon at least thirty (30) days' notice to Licensor, at any time, in the event that (i) any certificate, permit and other approval (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities (a) should be finally rejected; (b) is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (c) may not be obtained in a timely manner, in Licensee's reasonable determination; or (ii) Licensee determines that any structural analysis is unsatisfactory.

B) During the first five years of the Primary Term, Licensee may terminate this License, in its sole discretion, by giving ninety (90) days written notice to Licensor of its intention to do so, provided that Licensee shall tender to the Licensor a termination fee equal to the amount of the then-annual rent. Licensee may terminate this License at any time during years six (6) through ten (10) of the Primary Term by giving ninety (90) days written notice to Licensor of its intention to do so, provided that Licensee shall tender to the Licensor a termination fee equal to nine (9) months of the then-annual rent. Licensee may terminate this License at any time during any Renewal Period by giving ninety (90) days written notice to Licensor of its intention to do so, provided that Licensee shall tender to the Licensor a termination fee equal to six (6) months of the then-annual rent.

C) Licensor may terminate this License if Licensee breaches the terms of the Rosenberg Verizon Wireless License Agreement - 03-12-14

Agreement and fails to cure said breach within the applicable cure period. City may terminate this License if Licensee's actions materially interfere with the City's use of the Water Tank for its intended purposes of providing water to its citizens as reasonably determined by the City. City may also terminate this License if at any time Licensee uses Hazardous Materials in a manner not allowed by this License. Rent shall continue until all personal property of the Licensee is removed.

9. INSPECTION AND ACCESS

Upon request, Licensor shall be afforded access to the Licensed Premises and/or to Licensee's equipment for routine inspection purposes and Licensee shall furnish City with a key or the combination of any lock securing the site and/or Licensee's equipment, provided that City shall make no hard electrical connections to any of Licensee's equipment without the prior written consent of Licensee. Licensee may provide an escort to accompany Licensor during any such routine access to the Licensed Premises. The foregoing notwithstanding, Licensee agrees and acknowledges Licensor may access Licensee's Licensed Premises without complying with access procedures stated in this Section 9 in the event of an Emergency, which shall mean a situation where, in Licensor's sole and reasonable discretion, there is an immediate or imminent threat of harm to persons or property or Licensor's water supply..

10. ASSIGNABILITY

Licensee shall not assign this License without prior written consent of Licensor, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Licensee may assign this License without Licensor's consent to any parent, affiliate or subsidiary of Licensee, any party that merges or consolidates with Licensee or its parent, or any party that purchases or otherwise acquires all or substantially all of Licensee's ownership interest or assets. Upon acceptance of any assignment of this License together with a copy of such assignee's written assumption of Licensee's obligations hereunder, Licensor shall look solely to such assignee for the satisfaction of Licensee's obligations hereunder, and Licensee shall be released from any further obligations under this License. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

11. ACCEPTABLE ENCUMBRANCES

Notwithstanding the terms and provisions of Paragraph 5 hereof, this License is made expressly subject to certain valid and existing easements, leases, rights of way, oil, gas and mineral rights, and restrictions which are presently of record.

12. DEFAULT

A) If Licensee fails to comply with any material provisions of this License, as reasonably determined by Licensor, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Licensor, Licensor may, at its option, terminate this License without affecting any rights to which Licensor may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Licensee will not be deemed to be in default hereunder

if Licensee commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

Failure on the part of Licensee to make any rental payment hereunder on or before its due date shall give Licensor the right (following written notice and an opportunity to cure as provided below) to declare a forfeiture of this License, which declaration of forfeiture shall be made in writing and shall be mailed or delivered to Licensee in accordance with this License at the address specified herein (or to any subsequent address hereafter specified by Licensee). This License and all rights of Licensee hereunder shall terminate thirty (30) days after receipt by Licensee of such written declaration of forfeiture, unless on or before the expiration of such thirty (30) day period the Licensee shall pay to Licensor the rental then owing hereunder.

Licensor may not maintain any action or effect any remedies for default against Licensee unless and until Licensee has failed to cure the breach within the time periods provided in this Paragraph.

B) If Licensor fails to comply with any material provisions of this License and such failure is not cured within thirty (30) days after receipt of written notice thereof from Licensee, Licensee may, at its option, terminate this License without affecting any rights to which Licensee may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Licensor will not be deemed in default hereunder if Licensor commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

13. REPAIRS AND MAINTENANCE

Licensor reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, improve or remove the Water Tank. However, in the event of regular, scheduled, and/or non-emergency maintenance, repair, or repainting, Licensor shall schedule such non-emergency maintenance, repair, or repainting as far in advance as is reasonably possible and shall provide Licensee with at least ninety (90) days advance written notice in the event such maintenance, repair, or repainting shall require Licensee to temporarily remove or relocate one or more of its antennae and/or equipment. Licensor agrees to use reasonable efforts to enable Licensee to install and operate a temporary cell site on the Property or on other property owned by Licensor which is suitable as a cell site for Licensee until the antenna(e) and/or equipment affected by such temporary relocation can be reinstalled at the original location. Likewise, in the event the Water Tank is to be removed, City shall schedule such removal as far in advance as is reasonably possible and shall provide Licensee with at least six (6) months advance written notice requiring Licensee to remove Licensee's equipment and/or City agrees to reasonable efforts to relocate Licensee to such other property as is owned by the City and as to which the City and Licensee both agree may be used as and is suitable for a cell site. Licensor agrees to use reasonable efforts to enable Licensee to install and operate a temporary cell site on the Property or on other property owned by Licensor which is suitable as a cell site for Licensee until the Licensee develops a replacement site serving the same general coverage as at the equipment installed under this License. Licensee shall be responsible for any costs related to the removal and/or the relocation of Licensee's equipment and antennae. Upon Licensee's removal of its equipment and antennae due to removal of the Water Tank, all obligations of Licensee to City hereunder shall terminate.

Licensee shall prominently post easily readable signs advising of any hazard(s) which may be common, known, or that Licensee should be aware of through the exercise of ordinary diligence, to the operation the equipment owned or operated by Licensee.

Licensee agrees that the CITY shall not be liable for any theft, damages, or destruction of signs, goods, and/or other property of the Licensee both during the initial term and any renewal terms of this License and as so left after the Licensee vacates the licensed area.

14. REMOVAL OF PROPERTY

Licensee shall have the right at any time during the Term or within ninety (90) days after the termination ("Removal Period") of this License to dismantle and remove all property and improvements placed by Licensee on the Licensed Premises or on the lands of Licensor adjacent and contiguous to the Licensed Premises, regardless of the manner in which such property and improvements may be affixed thereto; provided, however, that said Licensed Premises shall be restored to substantially their original condition as of the Commencement Date insofar as it is reasonably practicable to do so, reasonable wear and tear and casualty excepted, or, if mutually agreed upon, it may transfer such property to Licensor and leave the same in place as abandoned property. Notwithstanding anything to the contrary in the foregoing, after termination, Licensee agrees to reimburse Licensor for any reasonable and actual costs incurred for repairing any damage to the Licensed Premises caused by Licensee, or its employees, contractors or agents.

If such time for removal causes Licensee to remain on the Licensed Premises after the Removal Period, Licensee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

Licensee has no right to retain possession of the Licensed Premises or any part thereof beyond the expiration of that Removal Period set forth above, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, Licensee holds over in violation this Paragraph, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in this Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

15. INSURANCE AND INDEMNITY

- A) Licensee Insurance. The City provides no insurance on Licensee's equipment. Licensee agrees to furnish City with Certificates of Insurance certifying to the City that Licensee has agreed to the below specified insurance. Further, such Certificate of Insurance will include City as an additional insured as their interest may appear on liability insurance with minimum coverage of:

Bodily Injury and/or Death: \$3,000,000.00 per occurrence for bodily injury including and for damage to property.

CITY INSURANCE. City shall obtain and keep in force during the term a policy or policies insuring

against loss or damage to the Water Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. City's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Water Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

Notwithstanding the indemnity in section 15(B) below, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Licensed Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Licensed Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- B) Indemnification.** Subject to Paragraph 15 (A) above, Licensee shall indemnify and hold the Licensor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Licensee, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Licensor shall indemnify and hold Licensor harmless in accordance with the Texas Tort Claims Act and any applicable limitations contained therein.

16. HAZARDOUS MATERIALS

a. Licensee represents to City, as part of the consideration recited herein, that no part of the Licensed Premises shall be used by Licensee for the unlawful disposal, storage, treatment, processing, manufacturing or other handling of any hazardous wastes, hazardous substances, asbestos or other materials (collectively, the foregoing are referred to herein as "**Hazardous Materials**") deemed hazardous or otherwise subject to any federal, state, county or municipal laws, statutes, codes, rules, regulations or ordinances pertaining to the use, handling, release, disposal, storage, treatment, processing or manufacturing of such Hazardous Materials or similar materials and substances (collectively, all such laws, etc are referred to herein as "**Environmental Laws**").

b. Licensor shall be responsible for all obligations of compliance with applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of Licensee.

c. Licensee expressly acknowledges and agrees that in the event of any such contamination by any hazardous wastes, hazardous substances, asbestos or other materials

(collectively, the foregoing are referred to herein as "**Hazardous Materials**") shall hereafter occur, or shall hereafter be determined to have occurred, arising out of or resulting from Licensee's use, of the Licensed Premises, such occurrence of contamination shall be deemed, at Licensor's option, to constitute a default under this License. Licensee, in conducting its activities pursuant to this Agreement will comply with all applicable Federal, State and Local requirements governing environmental and industrial hygiene matters including those set out in any applicable statute, regulation, order, legal decision or by common law.

d. Licensee shall hold Licensor harmless and indemnify Licensor from and assume all duties, responsibility and liability, at Licensee's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results from any (i) failure by Licensee to comply with any applicable legal requirement governing environmental or industrial hygiene matters except to the extent that any such non-compliance is caused by Licensor; and (ii) environmental or industrial hygiene conditions to the extent resulting from the activities of Licensee. Licensee shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Agreement or to any environmental conditions or contamination to the extent not caused by Licensee or those acting on its behalf.

17. [Intentionally Deleted].

18. NOTICES

All notices pertaining to this License shall be considered as duly delivered when mailed to the address hereafter specified by registered, certified or regular mail, return receipt requested, or by a nationally recognized courier service that provides proof of delivery. All notices shall be considered as duly delivered when mailed to the addresses specified below as hereinafter indicated. Either party may from time to time designate a different address by written notice to the other party. The initial addresses to be utilized hereunder are as follows, to-wit:

Licensee:

GTE Mobilnet of South Texas Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Licensor:

City of Rosenberg
PO Box 32
Rosenberg, TX 77471
Attn: City Manager

With a copy to: City of Rosenberg
PO Box 32
Rosenberg, TX 77471
Attn: Finance Department

City of Rosenberg
PO Box 32
Rosenberg, TX 77471
Attn: Assistant City Manager of Public Services

19. CONSEQUENTIAL DAMAGES WAIVER AND TAXES

A) Licensee shall pay real and personal property taxes and assessments, if any, which become due and payable during the term of this License that are due to the Licensed Premises located on the Water Tank ("Licensee's Site Taxes"). Licensee shall indemnify Licensor from any and all liabilities, obligations, damages, penalties, claims, liens, costs and expenses which may be imposed upon, incurred by, or asserted against Licensor in relation to Licensee's Site Taxes owed or assessed on the Licensed Premises arising out of the Licensee's use of the Water Tank. Failure of Licensee to pay applicable Licensee's Site Taxes within thirty (30) days of notice by Licensor to Licensee shall constitute grounds for termination of this License by Licensor, however, the Licensee reserves the right to contest the tax, if such contest occurs, Licensee agrees to post a bond in Licensor's favor in the amount of said taxes contested, including the amount of all penalties and interest due or to be due during the period of such contest. Licensor shall reasonably cooperate with Licensee at Licensee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Licensee, there is a reduction, credit or repayment received by the Licensor for any taxes previously paid by Licensee, Licensor agrees to promptly reimburse to Licensee the amount of said reduction, credit or repayment. In the event that Licensee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Licensor will pursue such dispute at Licensee's sole cost and expense upon written request of Licensee.

Licensee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Licensee at the Property. Nothing in this Paragraph shall be construed as making Licensee liable for any portion of Licensor's income taxes in connection with any Property or otherwise.

20. ESTOPPEL

Licensee shall at any time upon thirty (30) days prior written notice from

City execute, acknowledge and deliver to City a statement in writing:

- (a) certifying that this License is unmodified and in full force and effect (or, if modified, stating the nature of such modification), and the date to which the Rent and other charges are paid in advance, if any,
- (b) acknowledging that there are not, to Licensee's knowledge, any uncured defaults on the part of City hereunder, or specifying such defaults if any are unclaimed, and
- (c) setting forth any prepaid Rent.

21. MISCELLANEOUS

A) Licensor and Licensee represent and warrant to each other that no broker was involved in connection with this transaction.

B) This License shall be construed and governed by the laws of the State of Texas. The parties agree that venue for any action involving this License may only be brought in state or federal court having jurisdiction over Fort Bend County, Texas.

C) This License may be amended only in writing, executed by both parties hereto or their permitted transferees.

D) This License, together with any exhibits attached hereto, shall constitute the entire License between the parties hereto. No party shall be bound by any communications between them on the subject matter of this License unless the communication is in writing, bears a date contemporaneous with or subsequent to the date of this License, and is agreed to by all parties hereto. Upon execution of this License, all prior agreements or understandings between the parties regarding the subject matter hereof shall be null and void.

E) In the event of one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The submission of this Agreement for examination does not constitute an offer to lease the Licensed Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

F) The headings of the paragraphs of this License are for the guidance and convenience of reference only and shall not otherwise affect any of the terms or provisions hereof.

G) [Intentionally Deleted].

H) Licensor covenants and agrees that so long as Licensee is not in default under this License beyond any applicable grace or cure period, Licensee's use and quiet enjoyment of the Licensed Premises will not be disturbed by Licensor.

I) License covenants that it shall not bind, or attempt to bind, Licensor for the payment of any money in connection with the repair, alteration, addition, or reconstruction in, on, or about the Licensed Premises. Further, the License agrees to remove, within thirty (30) days after filing, by payment or provisions for bonding any mechanic's or materialman's liens filed against Licensed Premises and to indemnify Licensor in connection with such liens to the extent of any damages, expenses, attorney's fees, or court costs incurred by Licensor.

J) This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

K) Licensor agrees to execute a Memorandum of this Agreement which Licensee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

L) The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

M) Notwithstanding the fact that this Agreement is a license and that a license is normally revocable at will by the grantor, the parties hereto agree that the license granted by this Agreement is not revocable at will and that this Agreement can only be terminated in accordance with the provisions of this Agreement or as a result of a default that is not cured within any applicable notice and cure period set forth in this Agreement or otherwise as ordered by a court of competent jurisdiction.

22. Rights Upon Sale. Should LICENSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Water Tower thereon to a purchaser other than LICENSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Water Tower and or Property occupied by LICENSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof,

such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder under the terms of this Agreement. To the extent that LICENSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Water Tower and/or Property occupied by LICENSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of this Agreement.

- 23. Casualty.** In the event of damage by fire or other casualty to the Water Tower or Licensed Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Licensed Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Licensed Premises, terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Licensed Premises is impaired. In the event of a casualty to the Water Tower or Licensed Premises, Licensor agrees to use reasonable efforts to enable Licensee to install and operate a temporary cell site on the Property or on other property owned by Licensor which is suitable as a cell site for Licensee until the Water Tower and/or Licensed Premises are repaired. Licensee shall be responsible for any costs related to the removal and/or the relocation of Licensee's equipment and antennae.
- 24. Condemnation.** In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Licensed Premises or Water Tower, LICENSEE, in LICENSEE's sole discretion, is unable to use the Licensed Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LICENSEE's operations at the Licensed Premises for more than forty-five (45) days, LICENSEE may, at LICENSEE's option, to be exercised in writing within fifteen (15) days after LICENSOR shall have given LICENSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LICENSEE may on its own behalf make a claim in any condemnation proceeding involving the Licensed Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LICENSEE does not terminate this Agreement

in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Licensed Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Licensed Premises taken bears to the total rentable area of the Licensed Premises. In the event that this Agreement is not terminated by reason of such condemnation, LICENSOR shall promptly repair any damage to the Licensed Premises caused by such condemning authority.

25. **SNDA.** At LICENSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LICENSOR which from time to time may encumber all or part of the Property, Water Tower or right-of-way; provided, however, as a condition precedent to LICENSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Water Tower or Property, LICENSOR shall obtain for LICENSEE's benefit a non-disturbance and attornment agreement for LICENSEE's benefit in the form reasonably satisfactory to LICENSEE, and shall recognize LICENSEE's right to remain in occupancy of and have access to the Licensed Premises as long as LICENSEE is not in default of this Agreement beyond applicable notice and cure periods.

[Signatures to Follow]

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY OF WHICH, THIS LICENSE AGREEMENT has been executed by the parties as of the date below stated Licensee warrants and represents that the individual executing this License on behalf of Licensee, has full authority to execute this License and bind Licensee to the same.

WITNESSES:

By: _____
Name: _____

By: _____
Name: _____

LICENSOR:

CITY OF ROSENBERG, TEXAS

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

LICENSEE:

**GTE Mobilnet of South Texas Limited
Partnership d/b/a Verizon Wireless**

**By San Antonio MTA, L.P., Its General
Partner**

**By Verizon Wireless Texas, LLC, Its General
Partner**

By: _____
Name: **Aparna Khurjekar**
Title: **Area Vice President Network**
Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SUBJECT PROPERTY: A tract of land containing 0.740 acres, more or less, being out of the Charles Krobot 33.28 acre tract in Lots 38 and 39 of Rosenberg Farms Subdivision (Volume 4, Page 25, Plat Records), located in the Henry Scott League, Fort Bend County, Texas.

EXHIBIT B

LICENSED PREMISES AND EASEMENTS

[See Attached Drawings]

NOTE: Licensee may be referred to in the attached drawings as “Lessee”

LEGEND

- "S" SET 5/8 INCH IRON (WITH CAP STAMPED "COTTON SURVEYING")
- CF CLERK'S FILE
- CLF CHAIN LINK FENCE
- EA EDGE OF ASPHALT
- EG EDGE OF GRAVEL
- FND FOUND
- IR IRON ROD
- FBCDR FORT BEND COUNTY DEED RECORDS
- FBCOPR FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- NAD NORTH AMERICAN DATUM
- No. NUMBER
- PG PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- PP POWER POLE
- SQ. FT. SQUARE FEET
- TOB TOP BANK DITCH
- TBM TEMPORARY BENCHMARK
- W/CAP WITH CAP
- VOL VOLUME



NORTH
SCALE: 1" = 30'

CALLED 0.740 ACRES
TO CITY OF ROSENBERG
BY FRED GRUNWALD AND
WIFE FRIEDA GRUNWALD
VOL. 542, PG. 120 FBCOPR

CALLED 4.697 ACRES
TO THE STORAGE PLACE OF ROSENBERG,
A GENERAL PARTNERSHIP
BY DOYLE E. PERKINSON, TRUSTEE
CF NO. 2000044025 FBCOPR

EXISTING WATER TOWER
LAT: 29°32'40.77"
LON: 95°49'25.15"
NAD 83
SEE NOTE 8

LESSEE'S LAND SPACE
0.0100 ACRE
437 SQ. FT.
SEE NOTE 6

LINE	BEARING	DISTANCE
L1	N 02°54'49" W	6.05'
L2	N 03°02'32" W	13.55'
L3	S 85°33'42" W	11.06'
L4	N 03°02'32" W	9.83'
L5	N 86°57'28" E	23.39'
L6	S 26°11'05" E	8.29'
L7	S 03°02'32" E	6.54'
L8	S 86°52'30" W	2.01'
L9	S 02°57'34" E	8.91'
L10	S 86°48'27" W	13.56'

EXHIBIT B
(Page 1 of 5)

HOUSTON LIGHTING AND POWER
100' RIGHT OF WAY

3' WIDE NON-EXCLUSIVE
EASEMENT

Portion of Licensee Rights
of Way

POC
LESSEE'S LAND SPACE
FND 3/4" IR

WALK-IN ACCESS
(portion of Licensee Rights of Way)

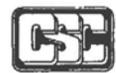
POB
LESSEE'S LAND SPACE
"S"

CALLED 0.6430 ACRES
TO ROBERT R. FERNANDEZ
AND MARIKA M. FERNANDEZ
BY MARK W. HOLLOWAY
CF NO. 2002089543

RUBY STREET
(60' WIDE RIGHT OF WAY)
Vol. 343, Pg. 159 FBCDR

LAND TITLE SURVEY
OF
WALNUT AVE. TOWER SITE

BEING
SITE No. 20131002276
SITE ID. 284082
0.0100 ACRE
OUT OF THE
HENRY SCOTT LEAGUE, A-83
FORT BEND COUNTY, TEXAS
MAY 2015



COTTON SURVEYING
COMPANY
6336 Gulltown, Suite 103
Houston, Texas 77061-1160
Office (713) 661-0275

a Jones & Carter Company
Austin • Brenham • Bryan • Dallas • Houston
Rosenberg • San Antonio • The Woodlands

LESSEE'S LAND SPACE
0.0100 ACRE

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES & BOUNDS description of a certain 0.0100 acre tract of land situated in the Henry Scott League, Abstract No.83 in Fort Bend County, Texas, being out of a called 0.740 acre tract of land conveyed to the City of Rosenberg by Deed recorded in Volume 542, Page 120 of the Fort Bend County Official Public Records of Real Property; said 0.0100 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found 3/4-inch iron rod at the southeast corner of said 0.740 acre tract common with the southwest corner of called 4.697 acre tract conveyed to The Storage Place of Rosenberg in Clerk's File No. 2000044025 of the Fort Bend County Official Public Records, said iron rod also being the northeast corner of Ruby Street (60' Right of Way) recorded in Volume 343, Page 159 of the Fort Bend County Deed Records;

THENCE, South 87°05'14" West, along the south line of said 0.740 acre tract common with the north line of said Ruby Street, at 59.34 feet passing the northwest corner of said Ruby Street, continuing along the north line of a called 0.6430 acres conveyed to Robert R. Fernandez and Marika M Fernandez recorded in Clerk's File 2002089543 of the Fort Bend County Official Public Records for a total distance of 95.11 feet to a point in the north line of said 0.6430 acre tract;

THENCE, North 02°54'49" West, 6.05 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for the POINT OF BEGINNING of the herein described tract;

THENCE, North 03°02'32" West, 13.55 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, South 85°33'42" West, 11.06 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, North 03°02'32" West, 9.83 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, North 86°57'28" East, 23.39 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, South 26°11'05" East, 8.29 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, South 03°02'32" East, 6.54 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, South 86°52'30" West, 2.01 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, South 02°57'34" East, 8.91 feet to a set 5/8-inch iron rod (with cap stamped "Colton Surveying") for corner;

THENCE, South 86°48'27" West, 13.56 feet to the POINT OF BEGINNING, CONTAINING 0.0100 acres of land in Fort Bend County, Texas, as shown on Drawing No. 8728 in the office of Colton Surveying Company in Houston, Texas.

EXHIBIT B (Page 2 of 5)

LAND TITLE SURVEY
OF
WALNUT AVE. TOWER SITE

BEING
SITE No. 20131002276
SITE ID. 284082
0.0100 ACRE
OUT OF THE
HENRY SCOTT LEAGUE, A-83
FORT BEND COUNTY, TEXAS
MAY 2015



COTTON SURVEYING
COMPANY
6338 Dallas, Suite 103
Houston, Texas 77061-1169
Office (713) 981-0275

a Jones & Carter Company
Austin • Brenham • Bryan • Dallas • Houston
Rosenberg • San Antonio • The Woodlands

GENERAL NOTES:

1. Reference an Abstractor's Certificate prepared by Texas Abstract Services dated May 19, 2014. No additional research for easements or encumbrances was performed by Cotton Surveying Company.
2. Bearings shown hereon are based on the Texas Coordinate System, South Central Zone, (NAD 83).
3. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. According to Map No. 48157C0240L of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Fort Bend County, Texas, effective date April 2, 2014 the subject tract is situated within: Un-shaded Zone "X", defined as areas determined to be outside the 0.2% annual chance floodplain

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

5. Research for Adjoiner Tracts was performed by Texas Abstract Services on May 19, 2014.
6. The square footage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to position accuracy of the boundary monuments shown hereon.
7. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
8. Latitude, Longitude and Elevations were obtained with Global Positioning Satellite Equipment and are based on the following National Geodetic Survey Monuments:

PID	DESIGNATION
DF4062	HOUSTON WAAS 1 CORSARP
DEB140	CORNERSTONE COOP CORS ARP

9. This survey has been prepared for the sole purpose of the transaction described in the above referenced Title Commitment and the parties listed thereon. This survey is not to be used for any subsequent transactions.
10. Visible Improvements/utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey.
11. A metes & bounds description of this tract is available in the offices of Cotton Surveying Company in Houston, Texas.
12. Any and all easements and setbacks as set out in the map of Rosenberg Farms Subdivision, recorded in Volume 4, Page 25 of the Fort Bend County Deed Records.
13. Drainage Easement dated February 10, 1961, executed by Charles Krabot to Fort Bend County, recorded in Volume 415, Page 99 of the Fort Bend County Deed Records.



Subject to the General Notes shown hereon:

The undersigned hereby certifies unto Verizon Wireless and Pennington Law Firm, LLC, and Texas Abstract Services that (a) this survey drawing is based upon an on-the-ground survey made by the undersigned on May 8, 2014 and as to matters of record relies upon the documents listed in the Abstractor's Certificate Control No. 18822, prepared by Texas Abstractors Services and certified through May 19, 2014, which includes, and is limited to, the Lessee's Land Space, herein collectively termed, the 'Property', as shown and as described on this drawing (b) this survey accurately shows (1) the location of any buildings, structures and other improvements situated on or within the Property (2) the facts found by the undersigned at the time of said survey, (3) the courses and measured distances of the perimeter boundaries of the Property as described and shown on this survey, and (4) all setback lines, encroachments, easements and rights-of-way crossing, abutting or affecting the Property, as shown on the Abstractor's Certificate or otherwise known to or observed by the undersigned, along with any recording information for such setback lines, encroachments, easements and rights-of-way, (c) the area of the Property shown hereon is accurate to the nearest square foot, and there are no discrepancies, conflicts or shortages in area or boundary lines; (d) the field notes attached to this survey accurately state the courses and distances found in performing the on-the-ground survey; (e) the notes listed on the survey are true and correct (f) except as shown on the survey drawing, there are no (1) visible easements or rights-of-way across or abutting or affecting the Property (2) easements or rights-of-way across or abutting or affecting the Property of which the undersigned has been advised (3) visible encroachments from the Property onto an adjacent property or onto easements, streets, or alleys, by any of the building structures or other improvements, or (4) visible encroachments on the Property by buildings structures or other improvements situated on adjoining property; (g) Access to the Lessee's Land Space will be from Ruby Street through the called 0.740 acre tract conveyed to The City of Rosenberg; (h) this professional service conforms to (1) the scope of work as requested by Verizon Wireless on a site visit and (2) the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition IV.

Surveyed: May 8, 2014
 Revised: May 2015
 Revised Lessee's Boundary



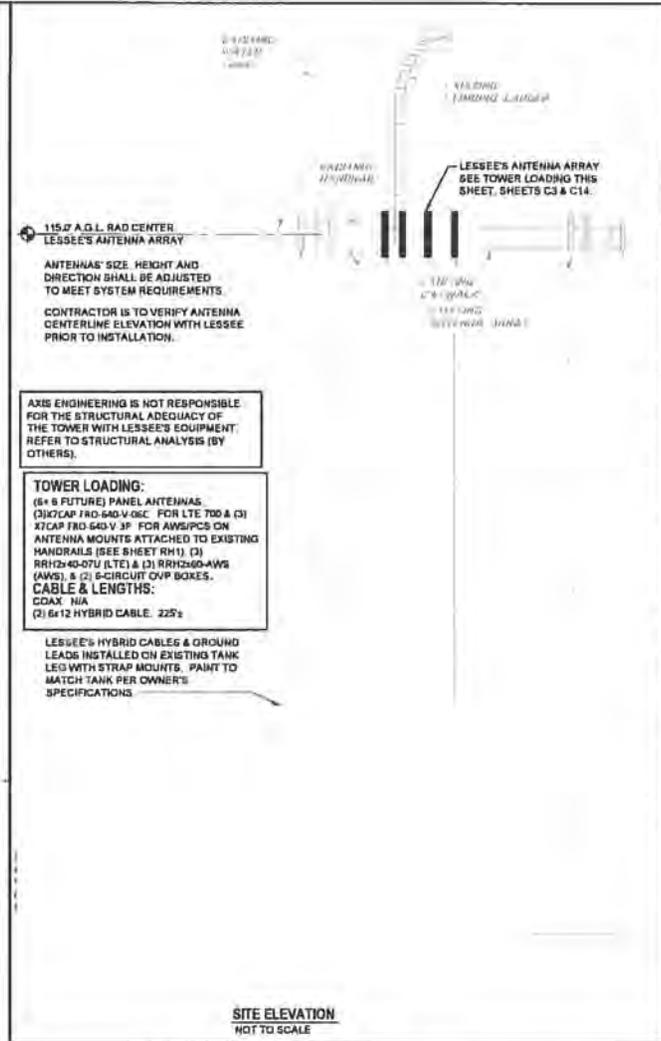
LAND TITLE SURVEY
 OF
WALNUT AVE. TOWER SITE
 BEING
 SITE No. 20131002276
 SITE ID. 284082
0.0100ACRE
 OUT OF THE
HENRY SCOTT LEAGUE, A-83
 FORT BEND COUNTY, TEXAS
 MAY 2015



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EXHIBIT B
 Page 3 of 5



AXIS ENGINEERING IS NOT RESPONSIBLE FOR THE STRUCTURAL ADEQUACY OF THE TOWER WITH LESSEE'S EQUIPMENT. REFER TO STRUCTURAL ANALYSIS (BY OTHERS).

TOWER LOADING:
 (6x8 FUTURE) PANEL ANTENNAS
 (3)X7CAP FRD 640 V-09C FOR LTE T00 & C1
 X7CAP FRD 640 V-3P FOR AWS/PCS ON ANTENNA MOUNTS ATTACHED TO EXISTING HANDRAILS (SEE SHEET RH1) (3)
 RR175-40-07U (LTE) & (3) RR175-60-AWG (AWS) & (2) S-CIRCUIT OVP BOXES.
CABLE & LENGTHS:
 COAX N/A
 (2) 6x12 HYBRID CABLE 225'

LESSEE'S HYBRID CABLES & GROUND LEADS INSTALLED ON EXISTING TANK LEG WITH STRAP MOUNTS. PAINT TO MATCH TANK PER OWNER'S SPECIFICATIONS.

SITE ELEVATION
 NOT TO SCALE

TE:
 § No. 48157C0240L of the Federal Emergency Agency's Flood Insurance Rate Maps for Fort was, effective April 2, 2014, the subject tract is included Zone X defined to be outside the free flood plain. NEAREST BASE FLOOD SITE BASED ON THIS MAP IS 80.0' TOP OF 3.4' AMSL 3.4' ABOVE THE FINISHED SITE.

LEGEND	
T.O.C. TOP OF CONCRETE	T.O.S. TOP OF SKID
LESSEE FENCE	LESSEE O.H. UTILITY
LESSEE EASEMENT	EX. EASEMENT
LESSEE FIN. GRADE	EX. PROPERTY LINE
LESSEE PAVING	EX. UTILITY POLE
LESSEE UTILITY POLE	EX. C.I. FENCE
LESSEE LEASE LINE	EX. B.W. FENCE
LESSEE PAVEMENT	EX. ELEVATION
LESSEE U.G. TELCO	EX. O.H. UTILITY
LESSEE U.G. POWER	EX. HIGH BANK

verizon
WIRELESS

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

AXIS Engineering, Inc.
 3500 West Loop South, Suite 1000
 Houston, Texas 77020
 www.axis-engineering.com
 Phone: (713) 507-1650

AXIS PROJECT NUMBER
01-140316-015

REVISIONS	BY
RELOCATED GENERATOR PER CITY 04-02-2015	CLF

ENLARGED SITE PLAN & ELEVATION

VERIZON WIRELESS - TEXAS AREA

WALNUT AVENUE SITE
 2214 2/3 RUBY ST #B
 ROSENBERG, TEXAS 77471

DATE	CLF
DATE	CLF
DATE	12-22-2014
DATE	254062
C2	
VERIZON WIRELESS WALNUT AVENUE	



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
5	Resolution No. R-2038 – Authorizing Resale Deed

ITEM/MOTION

Consideration of and action on Resolution No. R-2038, a Resolution authorizing the Mayor to execute a resale deed for real property generally located at Brazos Street and described as Tract 1: Geo Number: 4415000120050901: Lot No. Five (5) in Block No. Twelve (12), of the Kaffenberger Addition to the City of Rosenberg, as more particularly described in Volume 236, Page 562 of the Deed Records of Fort Bend County, Texas.

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

SUPPORTING DOCUMENTS:

1. Resolution No. R-2038
2. Official Bid Form
3. Bid Analysis
4. Location Map

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
- Tax Attorney *MD/jv*

Approved for Submittal to City Council:

Robert Gracia
 City Manager

EXECUTIVE SUMMARY

Mike Darlow, with Perdue, Brandon, Fielder, Collins and Mott, LLP, presented an offer received from Lisa T. Gallardo to purchase a lot on Brazos Street from the City for \$6,615.07. The official bid form, bid analysis, and a map showing the location are attached. The proposed resale deed has been included as Exhibit "A" to Resolution No. R-2038.

The offer is for 100% of the taxes, costs and City mowing liens due on the property. Mr. Darlow recommends the resale be approved by adopting Resolution No. R-2038.

Staff also recommends approval of Resolution No. R-2038, a Resolution authorizing the resale of property that was acquired through tax foreclosure proceedings.

RESOLUTION NO. R-2038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A RESALE DEED FOR REAL PROPERTY GENERALLY LOCATED AT BRAZOS STREET AND DESCRIBED AS TRACT 1: GEO NUMBER: 4415000120050901: LOT NO. FIVE (5) IN BLOCK NO. TWELVE (12), OF THE KAFFENBERGER ADDITION TO THE CITY OF ROSENBERG, AS MORE PARTICULARLY DESCRIBED IN VOLUME 236, PAGE 562 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

* * * * *

WHEREAS, it is deemed desirable and in the best interest of the City of Rosenberg to sell certain real property; and,

WHEREAS, certain real property, referenced in Section 1 below, has been held in trust by Fort Bend County having been offered for public sale due to delinquent taxes and/or liens; and,

WHEREAS, the City Council deems the subject property is not needed for future use by the City of Rosenberg and should be sold; and,

WHEREAS, the City Council of the City of Rosenberg authorizes the Mayor to direct the preparation and facilitation of any and all documentation necessary to sell said property; now, therefore,

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

Section 1. That the City Council hereby authorizes the Mayor to execute the resale deed for said property, for and on behalf of the City of Rosenberg, generally located at Brazos Street and described as follows:

Tract 1: Geo Number: 4415000120050901: Lot No. Five (5) in Block No. Twelve (12), of the Kaffenberger Addition to the City of Rosenberg, as more particularly described in Volume 236, Page 562 of the Deed Records of Fort Bend County, Texas.

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

Section 3. The Mayor is hereby authorized to accept the sale price of \$6,615.07 for said property.

Section 4. That this Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND RESOLVED on the _____ day of _____ 2015.

ATTEST:

APPROVED:

Linda Cernosek, TRMC, **City Secretary**

Amanda J. Barta, **Mayor Pro Tem**

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

RESALE DEED

NOTICE OF CONFIDENTIALITY RIGHT:

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

KNOW ALL MEN BY THESE PRESENTS that the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the FORT BEND COUNTY/ LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of SIX THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND SEVEN CENTS (\$6,615.07), in hand paid by LISA T. GALLARDO ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the FORT BEND COUNTY/ LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 12-DCV-200968, styled CITY OF ROSENBERG VS. JEWEL B. BUTLER said property being described as:

TRACT 1: GEO: 4415000120050901
LOT NO. FIVE (5) IN BLOCK NO. TWELVE (12) OF THE KAFFENBERGER ADDITION TO THE CITY OF ROSENBERG, AS MORE PARTICULARLY DESCRIBED IN VOLUME 236, PAGE 562 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

GRANTOR excludes and excepts from this conveyance any warranties, express or implied, on the property, including, without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

GRANTOR conveys the property:

- (a). "as is", "with all faults" and without any warranty as to condition or environmental hazard,
- (b). subject to all restrictions, easements, rights-of-way leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County,
- (c). subject to any right of redemption; and

- (d). subject to rights of parties in possession

GRANTOR disclaims any warranty, guaranty or representation, oral or written, on:

- (a). the nature and condition of the property or other items conveyed hereunder, without limitation, the water, soil and geology,
- (b). the suitability of the property conveyed hereunder for any and all activities and uses which GRANTEE may elect to conduct thereon,
- (c). the existence of any environmental hazards or conditions thereon, (including but not limited to the presence of asbestos or other hazardous materials),
- (d). compliance with applicable environmental laws, rules or regulations; and
- (e). the compliance of the property with any laws, ordinances, or regulations of any governmental entity or body.

By acceptance of this deed, GRANTEE acknowledges and agrees:

- (a). that GRANTOR acquired the property through foreclosure of a tax lien as Trustee and as such has little, if any, knowledge of the physical or economic characteristics of the property,
- (b). GRANTEE has inspected the property and is relying solely on her own investigation of the same and not on any information provided or to be provided by on behalf of GRANTOR,
- (c). that any information provided with respect to the property was obtained from a variety of sources, and
- (d). GRANTOR (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information.
- (e). that if there are any improvements on the property, GRANTOR shall not be responsible for or liable to GRANTEE for any construction defects, errors omissions, or any other conditions affecting the property.

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions

affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, her successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

GRANTEE hereby further agrees on behalf of her successors, beneficiaries and assigns to indemnify, protect, defend, save and hold harmless GRANTOR and GRANTOR'S elected and appointed officials, employees, officers, directors, representatives, attorney and agents from and against any and all debts, duties, obligation, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said LISA T. GALLARDO, her successors, beneficiaries, heirs and assigns forever, so that neither the CITY OF ROSENBERG for itself and as Trustee for the use and benefit of the FORT BEND COUNTY/ LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for post judgment years and for the current year are assumed by, and are to be paid by GRANTEE.

Executed this _____ day of _____, 2015.

CITY OF ROSENBERG FOR ITSELF AND AS
TRUSTEE FOR THE USE AND BENEFIT OF FORT
BEND COUNTY/ LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

CYNTHIA A. MCCONATHY
MAYOR, CITY OF ROSENBERG

THE STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, CYNTHIA A. MCCONATHY, Mayor, and CITY OF ROSENBERG, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2015.

SEAL

NOTARY PUBLIC, in and for the
STATE OF TEXAS
My Commission Expires: _____

Grantee:

Lisa T. Gallardo
P.O. Box 205
Rosenberg, TX 77471

After Recording Return to:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008
Kevin Davidson

PerdueBrandonFielderCollins&MottLLP
ATTORNEYS AT LAW



**OFFICIAL BID FORM-TAX RESALE PROPERTY
CITY OF ROSENBERG**

You may bid on any or all of the parcels available- *that do not already have an offer pending.*
Please enter the amount you wish to bid, City of Rosenberg reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is", "where is" and "without warranty".

Cause Number	Account Number	Amount Offered for Resale Property	Amount due for Post-Judgment Taxes (if any)	Total Amount Offered for Property
12-DCV-200968	4415000/20050901	\$6393.73	P/J Years Due: 2014 Amount Due: 221.94	\$6615.07
			P/J Years Due: Amount Due:	
			P/J Years Due: Amount Due:	

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax code. I understand that I am responsible for post-judgment taxes, and I further understand that I am to provide for those taxes, if any, in the total amount offered for the property(ies). I agree to indemnify the City and its attorney and agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

LISA T GALLARDO
Bidder's Name (Please Print or Type)
(Name wanted on deed)

Lisa T Gallardo
Bidder's Signature

PO Box 205
Bidder's Address (address wanted on deed)

7134801229 / kopir@sbcglobal.net
Bidder's Telephone / Email Address

ROSENBERG 77471
City Zip

8/5/15
Date

Bid Analysis

Cause No. 12-DCV-200968
Judgment Date: 5/23/2013

Account No(s). 4415000120050901
Struck Off Date: 9/2/2014

Description:

GEO: 4415000120050901

LOT NO. FIVE (5) IN BLOCK NO. TWELVE (12) OF THE KAFFENBERGER ADDITION TO THE CITY OF ROSENBERG, AS MORE PARTICULARLY DESCRIBED IN VOLUME 236, PAGE 562 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS.

Bid Amount \$6,615.07

Name of Bidder Lisa T. Gallardo

Judgment/ Opening Bid Information

<u>Tax Entity</u>	<u>Tax Years</u>	<u>Amount Due</u>
City of Rosenberg	2010-2013	\$325.80
Fort Bend County/ Lamar Consolidated Independent School District	2010-2013	\$1,220.90

Total (4415000120050901) \$1,546.70

TOTAL AMOUNT DUE AT TIME OF TAX SALE: \$1,546.70

Property Value (at time of Judgment)

Account No. 4415000120050901 \$9,790.00

Costs

Research Fee	<u>\$250.00</u>
Court Costs	<u>\$419.00</u>
Publication Fee (Fort Bend Independent Paper)	<u>\$183.30</u>
Constable Fee & Commission (Constable Rob Cook)	<u>\$310.00</u>
Recording Fee (Struck off Deed- PBFCM)	<u>\$25.00</u>
Recording Fee (Resale Deed- PBFCM)	<u>\$25.00</u>
Ad Litem Fee (PBF)	<u>\$800.00</u>

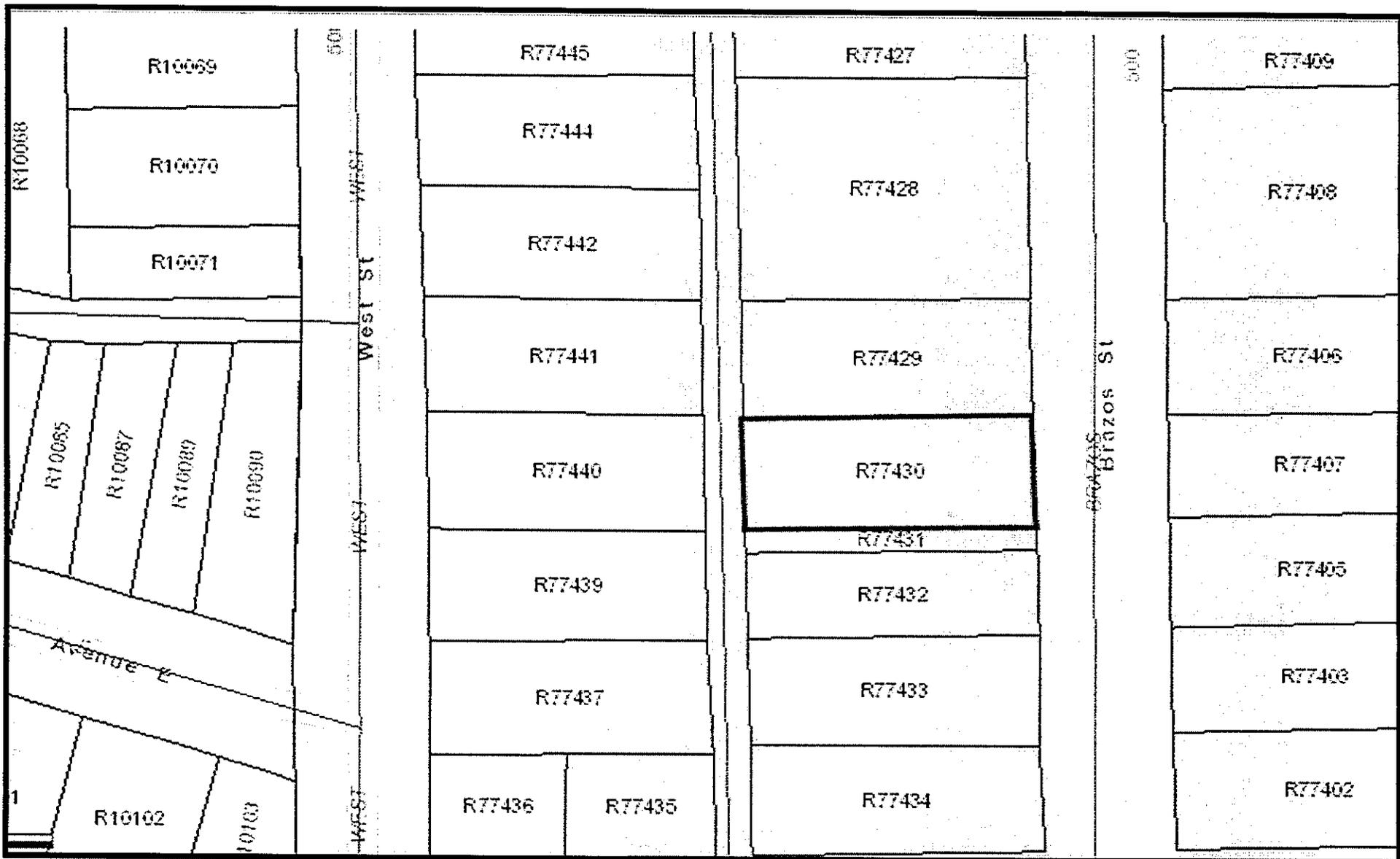
Total costs: \$2,012.30

Proposed Distribution

Bid Amount \$6,615.07 - Costs \$2,012.30 - Post Jdmt \$221.94 (August, 2015 for 2014 Tax Years)

(ACCOUNT NO. 4415000120050901) Net to Distribute \$4,380.83

City of Rosenberg	\$325.80
Fort Bend County/ Lamar Consolidated Independent School District	\$1,220.90
City of Rosenberg Health and Safety Liens	\$2,834.13





CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
6	Resolution No. R-2032 - Annual Review of the City's Investment Policy
ITEM/MOTION	
Consideration of and action on Resolution No. R-2032, a Resolution accepting and approving the Investment Policy of the City of Rosenberg.	
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 type="checkbox"/> District 4
		<input checked="" type="checkbox"/> City-wide
		<input type="checkbox"/> N/A

SUPPORTING DOCUMENTS:

1. Investment Policy - Redlined
2. Resolution No. R-2032
3. Disclosure Under the Public Funds Investment Act Memorandum - 09-01-15
4. Government Treasurer's Organization of Texas Certificate - 12-10-14

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Public Funds Investment Act (PFIA) and the City's Investment Policy (Policy) require the Policy to be reviewed annually by the Finance/Audit Committee and the City Council.

The Policy, attached to Resolution No. R-2032 as Exhibit "A", is included for your review. The Policy has been reviewed by staff and was presented to the Finance/Audit Committee immediately prior to this City Council meeting.

In accordance with the PFIA and the City's Investment Policy, attached you will find a copy of the most recent training certificate and the disclosure statement for the Executive Director of Administrative Services.

City staff and the Finance/Audit Committee recommend approval of the Resolution No. R-2032, approving the Investment Policy for the City of Rosenberg.

City of Rosenberg Investment Policy

1. **Purpose.** The purpose of this investment policy shall be to establish and provide the City of Rosenberg (the City) with specific policy guidelines in order to conduct the investment program of the City, and to ensure that all investments of City funds will be made in compliance with State Statutes, City of Rosenberg Charter and Ordinances, and Governmental Accounting Standards Board Statement No. 3. The City will strive to invest public funds in a manner which will provide maximum security and the best commensurate yield while meeting the daily cash flow demands of the City.
2. **Scope; Applicability.**
 - 2.1 The Investment Policy applies to all financial assets of the City. The policy establishes guidelines for those who can invest City funds, how City funds will be invested, and when and how a regular review of investments will be made. ~~The financial assets of all funds of the City comprise one pooled fund group with the exception of bond funds which are initially invested per issue. All funds are invested under a single strategy and share the same investment objectives. These following types of funds, are accounted for in the City's Comprehensive Annual Financial Report (CAFR), are invested and include the following:~~
 - 2.1.1 ~~General Fund used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.~~
 - 2.1.2 ~~Special Revenue Funds used to account for proceeds from specific revenue sources, which are restricted to expenditures for specific purposes.~~
 - 2.1.3 ~~Debt Service Funds used to account for resources to be used for the payment of principal, interest and related costs on general obligation debt.~~
 - 2.1.4 ~~Capital Project Funds used to account for resources, to be used for the acquisition or construction of major capital facilities which are not financed by enterprise funds, or internal service funds.~~
 - 2.1.5 ~~Enterprise Funds used to account for operations that are financed and operated in a manner similar to private business enterprise funds.~~
 - 2.1.6 ~~Internal Service Funds used to account for the cost of providing goods or services between City departments.~~
 - 2.1.7 Any other funds as created by the City.
 - 2.2 The financial assets of all funds of the City are invested as a consolidated fund group, with the exception of bond funds which are invested per bond issue. All consolidated funds are invested under a single strategy and share the same investment objectives. ~~These funds, as well as funds that may be created from time-to-time, shall be administered in accordance with the provisions of this policy.~~
3. **Strategy.** The City's investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy takes into account the expertise and time constraints of the investment officers. The objectives listed in Section 4 and the allowable investments listed in Section 7 reflect the strategy to avoid credit risk. Diversification refers to dividing investments among a variety of securities offering

City of Rosenberg Investment Policy

independent returns. The use of investment pools achieves diversification. The management of maturities refers to structuring the maturity dates of investments so that investments mature at different time throughout the year. This strategy is specified, in accordance with the consolidated ~~pooled~~ fund group discussed in Section 2.

Investment maturities for ~~debt service~~ bond funds and/or other types of reserve funds may not exceed three (3) years, provided however, that no more than fifty percent (50%) of the City's overall portfolio may be invested in maturities exceeding two (2) years.

4. Objectives. Funds of the City shall be invested in accordance with all applicable Texas statutes, this policy and any other approved, written administrative procedures. The financial assets of the City shall be invested in accordance with the following provisions:

~~34.1~~ **Safety of Principal.** Safety of principal is the foremost objective of the investment program. ~~Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio, investments are limited to the safest types of securities, and pre-qualification is required for broker/dealers, financial institutions, and advisors with which the City will do business;~~The City will give priority to the preservation and safety of the principal invested. Investments will be made in a manner that will mitigate credit risk and interest rate risk.

~~34.2~~ **Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities ~~with budgetary and economic cycles and~~ forecasted cash flow requirements. Short-term investment pools and no-load money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.;

~~3.3~~ **Return on Investment (Yield).** ~~The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on Investment is of secondary importance compared to safety and liquidity objectives. The yields of the three and six month Treasury bill shall be the minimum yield objectives or "benchmarks";~~

~~34.34~~ **Diversification.** ~~Investment shall be made in order to avoid unreasonable or avoidable risks, to enhance total yield and to fulfill the objectives of this section or written policies;~~The investment portfolio shall be diversified to minimize market and credit risk in any particular sector and shall be diversified by maturity to stabilize interest income throughout market cycles.

City of Rosenberg Investment Policy

~~34.4 **Public Trust.** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid transactions that might impair public confidence in the City's ability to govern effectively.~~

~~34.5 **Return on Investment (Yield).** The City will invest in a manner that will maximize earning to the greatest extent, consistent with State and local laws and the objectives of safety and liquidity.~~

~~**Statutory Compliance and Staffing Capabilities.** Investments shall be made based on statutory constraints and subject to available designated staffing capabilities.~~

~~3.6 **Banking Relationships.** This policy shall further seek to maintain good banking relationships while minimizing the cost of banking services.~~

~~3.7 **Maximizing Investible Cash Balance.** Procedures shall be established and implemented in order to maximize investible cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.~~

~~4. **Strategy.** The City's investment strategy is the logical product of the investment objectives. As such, it emphasizes low credit risk, diversification, and the management of maturities. The strategy also takes into account the expertise and time constraints of the investment officers. The allowable investments listed in Section 7 reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. The City's strategy uses investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds may be initially invested for a longer time, some investments mature each calendar month.~~

~~A single strategy is specified, in accordance with the single pooled fund group defined in Section 2. The major components of the strategy are as follows:~~

~~4.1 **Depository Bank.** Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law.~~

~~4.2 **Investment Pools.** An investment pool is an entity created to invest public funds jointly on behalf of entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. Funds are usually available from investment pools on a next day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staffs, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. The strategy of the City calls for the use of investment pools as a primary source of diversification and a secondary source of liquidity.~~

~~4.3 **Direct Investments.** The City may purchase securities of the U.S. Treasury and U.S. Agencies in the secondary market. The majority of these purchases are~~

City of Rosenberg Investment Policy

~~Treasury Bills with maturities of six months or less. The City employs a laddered maturity strategy for these instruments, enhancing liquidity. However, the laddered yields are those of six-month investments rather than securities having a single month to maturity, enhancing yield. Funds whose expenditures are not anticipated for at least six months are available for such investing. Additionally, the City may occasionally purchase a U.S. Treasury or Agency security with maturities longer than six (6) months. Only a small portion of reserve funds and construction funds with longer term investment horizons are available for investing in maturities over six months if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds.~~

~~4.4 **Hold to Maturity.** The strategy of the City is to maintain enough liquidity in its portfolio that it never needs to sell a security. This will protect the principal of the investment against interest rate risk. Should it become necessary to sell a security prior to maturity, it will not be sold at less than acquisition cost without authorization of the City Manager or their written designee.~~

5. **Delegation of Authority.** All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the ability of the City to govern effectively.

5.1 **Finance/Audit Committee.** As a requirement of this section, a Finance/Audit Committee shall hereby be established. The purpose of the Finance/Audit Committee shall be to determine and review investment policies and the results of the investment activities of the City; advise the Investment Officer as to any factors affecting market conditions, investment activities, and target rates of return; authorize financial institutions and broker/dealer bid lists; and to recommend any changes that may be appropriate to investment ordinances, policies and procedures. The membership of the Finance/Audit Committee shall be composed of the members of the City Council's Finance/Audit Committee, the City Manager or their written designee, and the Investment Officer. Members of the Finance/Audit Committee shall serve without compensation. The Investment Officer shall serve as chairman of the Finance/Audit Committee.

5.2 **Investment Officers.** The Finance Director shall be designated as the Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager or their written designee. The City's investment officers shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except under the terms of this policy and the written procedures. Authority granted to a person to invest the City's funds is effective until rescinded or until termination of the person's employment by the City. The investment officers shall be responsible for all transactions undertaken and shall establish a system of controls, to regulate the activities of subordinate officials. The investment officers shall possess sufficient working knowledge of economics and securities

City of Rosenberg Investment Policy

markets, as well as the supervisory experience and judgment necessary to carry out the responsibilities outlined in this policy.

- 5.3 **Training of Investment Officers.** All investment officers of the City shall attend at least one training session related to investing public funds within 12 months of assuming duties. The training must include education on investment controls, security risks, strategy risks, market risks, and compliance with state laws governing investment activities. They must also attend at least ~~ten~~ **eight (8)** hours of continuing education not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The training provider must be an independent source approved by the City's Finance/Audit Committee. **Training may be sponsored by the following:**
- Texas Municipal League
 - Government Finance Officer Association of Texas
 - Government Treasurers Organization of Texas
 - University of North Texas
- 5.4 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The Investment Officer, while acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.
- 5.5 **Internal Control.** The Investment Officer shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designated to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions.
6. **Ethics and Conflicts of Interest.** City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City Staff should disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the

City of Rosenberg Investment Policy

City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

7. **Authorized Investment Instruments.** City funds governed by this policy may only be invested in the instruments described below, all of which are authorized by Chapter 2256 of the Government Code (Public Funds Investment Act.) However, investments in instruments other than government securities shall be made only if the yield is equal to or is greater than the bond equivalent yield on U.S. Treasury obligations of comparable maturity.

Investments not listed below, including collateralized mortgage obligations and reverse repurchases agreements, are strictly prohibited. In addition, the purchase of specific issues may at times be restricted or prohibited by the Finance Director ~~or the City Manager~~, as investment officers, due to current market conditions.

An investment that requires a minimum rating under this section does not qualify as an authorized investment during this period if the investment does not meet the minimum rating. The City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

Operating Funds:

- 7.1 **Financial Institution Deposits.** Funds, such as Certificates of Deposit, Certificates of Deposit Account Registry Services, or other evidences of deposit may be placed at a financial institution or approved broker that meets the following requirements:

7.1.1 The main or branch office must be located in Texas and meet the requirements of the Act.

7.1.2 The deposits must be guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or the National Credit Union Share Insurance Fund or its successor, or secured by obligations in a manner allowed by Section 9. Safekeeping and Collateral.

- 7.2 **Investment Pools.** An investment pool is an entity created to invest public funds jointly on behalf of entities that participate in the pool and whose investment objectives, in order of priority, are safety, liquidity, and yield. Investment Pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended and must meet the following criteria:

7.2.1 The Investment Committee and City Council must approve the use of specific investment pools and shall, at least annually, review, revise and adopt a list of approved investment pools.

7.2.2 An investment pool must provide an offering circular or other similar disclosure instrument and provide monthly and transaction reporting as required by Section 2256.016 of the Texas government Code.

City of Rosenberg Investment Policy

7.2.3 A public funds investment pool created to function as a money market mutual fund, organized in conformity with Chapter 791 (Interlocal Cooperation Contracts Act) and Chapter 2256 (Public Funds Investment Act) of the Government Code must: a.) have a dollar-weighted average stated maturity of 60 days or fewer; b.) seek to maintain a stable net asset value of \$1 per share; and c.) be rated not less than Aaa, AAAM or an equivalent rating by at least one nationally recognized rating service.

7.3 **U.S. Treasuries and Agencies.** ~~Direct~~ Obligations of the United States of America, its agencies and instrumentalities, -

~~7.2~~ ~~Including~~ other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States of America or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the full faith and credit of the United States.

~~7.3~~ ~~Direct obligations of the following United State agencies and instrumentalities:~~

~~7.3.1~~ ~~Federal Farm Credit System (FFC)~~

~~7.3.2~~ ~~Federal Home Loan Bank System (FHLB)~~

~~7.3.3~~ ~~Federal Home Loan Mortgage Corp. "Freddie Mac" (FHLMC)~~

~~7.3.4~~ ~~Federal National Mortgage Association "Fannie Mae" (FNMA)~~

7.4 Direct obligations of the State of Texas or its agencies and instrumentalities rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent, including -

~~7.5~~ ~~Other~~ obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, or the United States of America or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the full faith and credit of the United States.
~~rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent.~~

~~7.6~~ ~~Fully collateralized Certificate of Deposit or Certificate of Deposit Account Registry Service that are issued by a City Council approved depository (as described below) and are:~~

a. ~~guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;~~ or

b. ~~secured by obligation in accordance with Section 9.0 herein.~~

City of Rosenberg Investment Policy

~~A City Council approved depository is a state or national bank, savings bank, or state or federal credit union domiciles in this state:~~

- ~~a. the depository has a rating by nationally recognized investment rating firm on its short-term certificates of deposit on the date of purchase of no less than A-1 or its equivalent; and~~
- ~~b. the City has on file a signed depository agreement, approved by the City Attorney, which complies with Chapter 105 of the Local Government Code and details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination.~~

7.5 Other Obligations. Obligations of counties, cities, or other political subdivisions of any State have been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.

7.76 Repurchase Agreements. Fully collateralized repurchase agreements provided the City has on file a signed Master Repurchase Agreement, approved by the City Attorney, which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement terminations and provided the repurchase agreement:

- ~~a.7.6.1. Has a defined termination date;~~
- ~~b.7.6.2. isAre secured by cash and/or obligations as allowed by the Act and this Policy in accordance with Section 9.0 herein;~~
- ~~c.7.6.3 Require independent third party safekeeping of all securities doing business in this State; required the securities being purchased by the City to be assigned to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and~~
- ~~d.7.6.4 isAre placed through a primary government securities dealer, as defined by the Federal Reserve, or financial institution doing business in the state, and which is rated no less than A or its equivalent by two nationally recognized rating services.~~

Texas;

7.6.5 Do not create a reverse repurchase agreement by the City;

7.78 Money Market Mutual Fund. No-load money market mutual funds that are:

~~7.7.1 Registered with and regulated by the Securities and Exchange Commission; that:~~

~~7.7.2a. have a dollar-weighted average stated maturity of 60 days or fewer;~~

~~b. Whose investment objectives include seeking to maintain a stable net asset value of \$1 per share;~~

~~c.7.7.3 Who is continuously are-rated not less than Aaa, AAA, or an equivalent rating by at least one nationally recognized rating service; and~~

~~d. have provided the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940.~~

City of Rosenberg Investment Policy

~~Investments will be made in a money market mutual fund only after a thorough investigation of the fund approval by the Finance/Audit Committee which shall, at least annually, review, revise and adopt a list of approved funds.~~

- 7.9 ~~Local government investment pools, created to function as money market mutual funds, organized in conformity with Chapter 791 (Interlocal Cooperation Contracts Act) and Chapter 2256 (Public Funds Investment Act) of the Government Code:~~
- ~~a. have a dollar-weighted average stated maturity of 60 days or fewer;~~
 - ~~b. seek to maintain a stable net asset value of \$1 per share;~~
 - ~~c. are rated not less than Aaa, AAAM or an equivalent rating by at least one nationally recognized rating service; and~~
 - ~~d. have provided the City with an offering circular and other information required by the Public Funds Investment Act.~~

~~To become eligible, investment pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended; and be approved by City Council action. Investments will be made in a local government investment pool only after a thorough investigation of the pool and approval by the Finance/Audit Committee which shall, at least annually, review, revise and adopt a list of approved pools.~~

~~**Debt Service and/or Reserve Funds.** Investment maturities for debt service interest and sinking funds and/or other types of reserve funds may not exceed five (5) years, provided however, that no more than fifty percent (50%) of the City's overall portfolio may be invested in maturities exceeding two (2) years.~~

8. **Selection of Qualifying Institutions.** Qualifying institutions shall be of two types: federally insured financial institutions, or securities brokers and/or dealers.

- 8.1 **Financial Institutions:** Selection criteria for federally insured financial institutions shall include the following:

- 8.1.1 The financial institution must be an FDIC member bank;
- 8.1.2 The financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and
- 8.1.3 A written agreement must be executed with financial institutions.
- 8.1.4 ~~The financial institution must meet all State laws for the deposit of public funds. The financial institution must be located within the corporate boundaries of the City. Depositories located outside the City limits, but within Fort Bend County or Harris County may be eligible to bid on investments, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the depository service contract; and the City Council has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is not doing business within the City, after taking into consideration what is in the best interest of the City in establishing a depository.~~

City of Rosenberg Investment Policy

- 8.2 **Brokers/Dealers:** Selection criteria for broker/dealers shall include the following:
- 8.2.1 Investments shall only be made with those business organizations (including money market mutual funds and local government investment pools) that have provided the City with a ~~written instrument~~ **Policy Certification**, executed by a qualified ~~member~~ **representative** of the firm, ~~as defined by Section 2256.002, of the Texas Government Code~~ acknowledging that the business organization has:
 - a. received and reviewed the City's Investment Policy; and
 - b. implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the City's Investment Policy, ~~except to the extent that the authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.~~
 - 8.2.2 ~~A Primary Government Securities Dealer, recognized as such by the Federal Reserve Bank of New York; or~~
 - ~~8.2.3~~ A broker/dealer located within the Fort Bend or Harris County boundaries, licensed to conduct business in the State of Texas,
 - ~~8.2.3~~ A broker/dealer licensed and in standing with the Texas Department of Securities and ~~regulated by~~ the Securities and Exchange Commission; and
 - 8.2.4 A broker/dealer **licensed and** in good standing with the Financial Industry Regulatory Authority (FINRA).
- 8.3 The Investment Officer shall maintain an approved bid list containing both financial institutions and brokers/dealers with which the City is authorized to conduct investment transactions. Additions to or deletions from the bid list shall be reviewed and approved at least annually by the Finance/Audit Committee. (List attached.)
- 8.4 The Finance/Audit Committee shall evaluate the soundness of both the financial institutions and broker/dealers. Investigation may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and broker/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the Finance/Audit Committee or the Investment Officer.
9. **Safekeeping and Collateral.**
- 9.1 For all investment securities purchased by the City, securities pledged as collateral for certificates of deposit or other evidence of deposit shall be retained in safekeeping in an **independent** third party bank that has a branch located within the State of Texas. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions. The City, financial institution, and the safekeeping bank shall operate in

City of Rosenberg Investment Policy

accordance with the master safekeeping agreement approved by all three parties. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. The City shall always maintain the original safekeeping receipt for all investment and pledged collateral.

- 9.2 Release of collateral or substitution of securities must be approved in writing by the Investment Officer, with the consent of the City Manager.
 - 9.3 The City may accept the following securities as collateral for its certificates of deposit and other evidences of deposit (V.T.C.A., Government Code, Section 2256.001, et. Seq. formerly Article 842a-2, Section 2, V.T.C.S., as amended);
 - 9.3.1 FDIC coverage;
 - 9.3.2 U.S. Treasury Bills, notes and bonds;
 - 9.3.3 State of Texas bonds;
 - 9.3.4 Bonds issued by other Texas governmental entities (City, County, school districts, or special districts) with a remaining maturity if 20 years or less. Bonds must be (and must remain) investment quality: that is, with a rating of at least "A" or its equivalent.
 - 9.3.5 Other obligations of the U.S. or its agencies and instrumentalities of which both the principal and interest are unconditionally guaranteed by the U.S.; provided however, that at least 90% of the pledged collateral must be in the form of sections 9.3.1 – 9.3.4 above.
 - 9.4 For certificates of deposit, other evidence of deposit, and U.S. Treasury bills, notes, and bonds, collateral shall be at 105% of the market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.
 - 9.5 Financial Institutions with whom the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, CUSIP, type, description of the security, safekeeping receipt number, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. ~~The City and the financial institution shall jointly assume responsibility that the collateral is sufficient.~~
10. **Portfolio Management.** It shall be the duty of the City to manage the investment portfolio to enhance overall investment income through active fund management.
- 10.1 **Monitoring of Performance.** The Investment Officer shall routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and adjust the portfolio accordingly.

**City of Rosenberg
Investment Policy**

10.2 Diversification of Portfolio.

10.2.1 Diversification by Maturities- The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that the maturities of investments shall be timed to coincide with projected cash flow needs. The maximum dollar-weighted average maturity of all funds in the pooled fund group shall not exceed one year.

10.2.2 Diversification by Investment Instrument. Diversifications by investment instrument shall not exceed the following guidelines:

	<u>Percentage of Portfolio</u> <i>(Maximum)</i>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government Sponsored Corporations	75%
Fully Collateralized Certificates of Deposit	100%
Authorized Government Investment Pools <small>The maximum to be invested in any one pool shall be 55% of the 95% of the total portfolio percentage authorized for total pool investment. (One pool maximum shall be 52.25% of total portfolio.)</small>	95%
Other Authorized Obligations	10%

10.3 The City shall invest local funds in investments yielding the highest possible rate return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.

10.4 It is the policy of the City to require competitive bidding for all individual security purchases and sales except for:

- a. transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
- b. treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
- c. automatic overnight "sweep" transactions with City Depository.

At least three bids or offers must be solicited for all other transaction involving individual securities. The City's Investment Advisor is also required to solicit at

City of Rosenberg Investment Policy

least three bids or offers when transacting trades on the City's behalf. In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

- 10.5 The Investment Officer may order investments orally, but shall be required to provide written confirmation of the investment order from the financial institution or broker/dealer.
 - 10.6 All investments purchased by the City shall be purchased "delivery versus payment" (DVP), meaning the City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.
 - 10.7 Investments will never be prematurely sold at less than acquisition cost without the authorization of the City Council.
11. **Maximum Maturities.** To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from date of purchase. The settlement date is considered the date of the purchase. However, the City may collateralize its certificates of deposits and repurchase agreements using longer-dated investments not to exceed 30 year.
12. **Reporting.** The Investment Officer shall generate reports as specified for management purposes at least quarterly. Such reports shall be submitted to the Finance/Audit Committee, and to the City Council, and must be signed by the Investment Officer. Reports must include a statement of compliance of the investment portfolio with the approved investment strategy and with the Public Funds Investment Act. Market prices for all investments are closely monitored using a nationally recognized securities database. Additionally, reports must include, but are not limited to, the following:
- 12.1 A list of all investments by type, financial institution or broker/dealer, by fund and by maturity date at the end of the reporting period.
 - 12.2 Investment activities during the reporting period, including investment purchases and maturities or sales.
 - 12.3 Realized and unrealized gain or losses resulting from appreciation or depreciation by listing the cost and market value of securities (in accordance with Governmental Accounting Standards Board (GASB) requirements.)
 - 12.4 Average-weighted yield to maturity of portfolio on investment as compared to applicable benchmarks.
 - 12.5 Percentage of the total portfolio which each type of investment represents.

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Quarterly reports must also be reviewed at least annually by an independent auditor, and the auditor shall report the results to the Finance/Audit Committee. In conjunction with its annual financial audit, a compliance audit of management controls on investments and adherence to the City's established investment policies will be performed by the independent auditors.

13. **Investment Policy Adoption.** The City Council shall adopt the written investment policy by resolution. The City Council shall review the policy and strategy annually. Revisions shall be made only by City Council resolution.

**City of Rosenberg
Investment Policy**

BROKER/DEALERS

~~Bank of America~~

~~UBS~~

~~Morgan Stanley~~

~~A.G. Edwards~~

~~SAMCO~~

~~Duncan Williams~~

Coastal Securities

Wells Fargo

INVESTMENT POOLS

TexPool

Lonestar

~~MBIA~~ Texas CLASS

Texas TERM

LOGIC

RESOLUTION NO. R-2032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, ACCEPTING AND APPROVING THE INVESTMENT POLICY OF THE CITY OF ROSENBERG.

* * * * *

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

Section 1. The City of Rosenberg, Texas, deems it necessary and proper and in accordance with the City's Investment Policy and the Public Funds Investment Act to review the Investment Policy on an annual basis; and, is hereby approving and accepting the revised Investment Policy of the City of Rosenberg 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**

Amanda J. Barta, **MAYOR PRO TEM**

City of Rosenberg Investment Policy

1. **Purpose.** The purpose of this investment policy shall be to establish and provide the City of Rosenberg (the City) with specific policy guidelines in order to conduct the investment program of the City, and to ensure that all investments of City funds will be made in compliance with State Statutes, City of Rosenberg Charter and Ordinances, and Governmental Accounting Standards Board Statement No. 3. The City will strive to invest public funds in a manner which will provide maximum security and the best commensurate yield while meeting the daily cash flow demands of the City.

2. **Scope; Applicability.**
 - 2.1 The Investment Policy applies to all financial assets of the City. The policy establishes guidelines for those who can invest City funds, how City funds will be invested, and when and how a regular review of investments will be made. The following types of funds, accounted for in the City's Comprehensive Annual Financial Report (CAFR), are invested:
 - 2.1.1 General Fund
 - 2.1.2 Special Revenue Funds
 - 2.1.3 Debt Service Funds
 - 2.1.4 Capital Project Funds
 - 2.1.5 Enterprise Funds
 - 2.1.6 Internal Service Funds
 - 2.1.7 Any other funds as created by the City.

 - 2.2 The financial assets of all funds of the City are invested as a consolidated fund group, with the exception of bond funds which are invested per bond issue. All consolidated funds are invested under a single strategy and share the same investment objectives.

3. **Strategy.** The City's investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy takes into account the expertise and time constraints of the investment officers. The objectives listed in Section 4 and the allowable investments listed in Section 7 reflect the strategy to avoid credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. The use of investment pools achieves diversification. The management of maturities refers to structuring the maturity dates of investments so that investments mature at different time throughout the year. This strategy is specified, in accordance with the consolidated fund group discussed in Section 2.

Investment maturities for bond funds and/or other types of reserve funds may not exceed three (3) years, provided however, that no more than fifty percent (50%) of the City's overall portfolio may be invested in maturities exceeding two (2) years.

4. **Objectives.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this policy and any other approved, written administrative procedures. The financial assets of the City shall be invested in accordance with the following provisions:

City of Rosenberg Investment Policy

- 4.1 **Safety of Principal.** Safety of principal is the foremost objective of the investment program. The City will give priority to the preservation and safety of the principal invested. Investments will be made in a manner that will mitigate credit risk and interest rate risk.
 - 4.2 **Liquidity.** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements. Short-term investment pools and no-load money market mutual funds provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
 - 4.3 **Diversification.** The investment portfolio shall be diversified to minimize market and credit risk in any particular sector and shall be diversified by maturity to stabilize interest income throughout market cycles.
 - 4.4 **Public Trust.** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid transactions that might impair public confidence in the City's ability to govern effectively.
 - 4.5 **Return on Investment (Yield).** The City will invest in a manner that will maximize earning to the greatest extent, consistent with State and local laws and the objectives of safety and liquidity.
5. **Delegation of Authority.** All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the ability of the City to govern effectively.
- 5.1 **Finance/Audit Committee.** As a requirement of this section, a Finance/Audit Committee shall hereby be established. The purpose of the Finance/Audit Committee shall be to determine and review investment policies and the results of the investment activities of the City; advise the Investment Officer as to any factors affecting market conditions, investment activities, and target rates of return; authorize financial institutions and broker/dealer bid lists; and to recommend any changes that may be appropriate to investment ordinances, policies and procedures. The membership of the Finance/Audit Committee shall be composed of the members of the City Council's Finance/Audit Committee, the City Manager or their written designee, and the Investment Officer. Members of the Finance/Audit Committee shall serve without compensation. The Investment Officer shall serve as chairman of the Finance/Audit Committee.
 - 5.2 **Investment Officers.** The Finance Director shall be designated as the Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager or their written designee. The City's investment officers shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction

City of Rosenberg Investment Policy

except under the terms of this policy and the written procedures. Authority granted to a person to invest the City's funds is effective until rescinded or until termination of the person's employment by the City. The investment officers shall be responsible for all transactions undertaken and shall establish a system of controls, to regulate the activities of subordinate officials. The investment officers shall possess sufficient working knowledge of economics and securities markets, as well as the supervisory experience and judgment necessary to carry out the responsibilities outlined in this policy.

- 5.3 **Training of Investment Officers.** All investment officers of the City shall attend at least one training session related to investing public funds within twelve (12) months of assuming duties. The training must include education on investment controls, security risks, strategy risks, market risks, and compliance with state laws governing investment activities. They must also attend at least eight (8) hours of continuing education not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The training provider must be an independent source approved by the City's Finance/Audit Committee. Training may be sponsored by the following:
- Texas Municipal League
 - Government Finance Officer Association of Texas
 - Government Treasurers Organization of Texas
 - University of North Texas
- 5.4 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The Investment Officer, while acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.
- 5.5 **Internal Control.** The Investment Officer shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designated to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions.
6. **Ethics and Conflicts of Interest.** City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City Staff should disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

City of Rosenberg Investment Policy

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

7. **Authorized Investment Instruments.** City funds governed by this policy may only be invested in the instruments described below, all of which are authorized by Chapter 2256 of the Government Code (Public Funds Investment Act.) However, investments in instruments other than government securities shall be made only if the yield is equal to or is greater than the bond equivalent yield on U.S. Treasury obligations of comparable maturity.

Investments not listed below, including collateralized mortgage obligations and reverse repurchases agreements, are strictly prohibited. In addition, the purchase of specific issues may at times be restricted or prohibited by the Finance Director, as investment officer, due to current market conditions.

An investment that requires a minimum rating under this section does not qualify as an authorized investment during this period if the investment does not meet the minimum rating. The City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

- 7.1 **Financial Institution Deposits.** Funds, such as Certificates of Deposit, Certificates of Deposit Account Registry Services, or other evidences of deposit may be placed at a financial institution or approved broker that meets the following requirements:

7.1.1 The main or branch office must be located in Texas and meet the requirements of the Act.

7.1.2 The deposits must be guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor, or the National Credit Union Share Insurance Fund or its successor, or secured by obligations in a manner allowed by Section 9. Safekeeping and Collateral.

- 7.2 **Investment Pools.** An investment pool is an entity created to invest public funds jointly on behalf of entities that participate in the pool and whose investment objectives, in order of priority, are safety, liquidity, and yield. Investment Pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended and must meet the following criteria:

7.2.1 The Investment Committee and City Council must approve the use of specific investment pools and shall, at least annually, review, revise and adopt a list of approved investment pools.

City of Rosenberg Investment Policy

7.2.2 An investment pool must provide an offering circular or other similar disclosure instrument and provide monthly and transaction reporting as required by Section 2256.016 of the Texas government Code.

7.2.3 A public funds investment pool created to function as a money market mutual fund, organized in conformity with Chapter 791 (Interlocal Cooperation Contracts Act) and Chapter 2256 (Public Funds Investment Act) of the Government Code must: a.) have a dollar-weighted average stated maturity of 60 days or fewer; b.) seek to maintain a stable net asset value of \$1 per share; and c.) be rated not less than AAA or an equivalent rating by at least one nationally recognized rating service.

7.3 **U.S. Treasuries and Agencies.** Obligations of the United States of America, its agencies and instrumentalities, including other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States of America or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the full faith and credit of the United States.

7.4 Direct obligations of the State of Texas or its agencies and instrumentalities rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent, including other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, or the United States of America or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the full faith and credit of the United States.

7.5 **Other Obligations.** Obligations of counties, cities, or other political subdivisions of any State have been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.

7.6 **Repurchase Agreements.** Fully collateralized repurchase agreements provided the City has on file a signed Master Repurchase Agreement, approved by the City Attorney, which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement terminations and provided the repurchase agreement:

7.6.1 Has a defined termination date;

7.6.2 Are secured by cash and/or obligations as allowed by the Act and this Policy;

7.6.3 Require independent third party safekeeping of all securities doing business in this State;

7.6.4 Are placed through a primary government securities dealer, as defined by the Federal Reserve, or financial institution doing business in Texas;

7.6.5 Do not create a reverse repurchase agreement by the City;

City of Rosenberg Investment Policy

7.7 **Money Market Mutual Fund.** No-load money market mutual funds that are:

- 7.7.1 Registered with and regulated by the Securities and Exchange Commission;
- 7.7.2. Whose investment objectives include seeking to maintain a stable net asset value of \$1 per share;
- 7.7.3 Who is continuously rated no less than AAA or an equivalent rating by at least one nationally recognized rating service; and

8. **Selection of Qualifying Institutions.** Qualifying institutions shall be of two types: federally insured financial institutions, or securities brokers and/or dealers.

8.1 **Financial Institutions:** Selection criteria for federally insured financial institutions shall include the following:

- 8.1.1 The financial institution must be an FDIC member bank;
- 8.1.2 The financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and
- 8.1.3 A written agreement must be executed with financial institutions.
- 8.1.4 The financial institution must meet all State laws for the deposit of public funds.

8.2 **Brokers/Dealers:** Selection criteria for broker/dealers shall include the following:

- 8.2.1 Investments shall only be made with those business organizations (including money market mutual funds and local government investment pools) that have provided the City with a Policy Certification, executed by a qualified representative of the firm, as defined by Section 2256.002, of the Texas Government Code acknowledging that the business organization has:
 - a. Received and reviewed the City's Investment Policy; and
 - b. Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the City's Investment Policy.
- 8.2.2 A broker/dealer located within the Fort Bend or Harris County boundaries, licensed to conduct business in the State of Texas,
- 8.2.3 A broker/dealer licensed and in standing with the Texas Department of Securities and the Securities and Exchange Commission; and
- 8.2.4 A broker/dealer licensed and in good standing with the Financial Industry Regulatory Authority (FINRA).

8.3 The Investment Officer shall maintain an approved bid list containing both financial institutions and brokers/dealers with which the City is authorized to conduct investment transactions. Additions to or deletions from the bid list shall be reviewed and approved at least annually by the Finance/Audit Committee. (List attached.)

City of Rosenberg Investment Policy

8.4 The Finance/Audit Committee shall evaluate the soundness of both the financial institutions and broker/dealers. Investigation may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and broker/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the Finance/Audit Committee or the Investment Officer.

9. Safekeeping and Collateral.

9.1 For all investment securities purchased by the City, securities pledged as collateral for certificates of deposit or other evidence of deposit shall be retained in safekeeping in an independent third party bank that has a branch located within the State of Texas. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions. The City, financial institution, and the safekeeping bank shall operate in accordance with the master safekeeping agreement approved by all three parties. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. The City shall always maintain the original safekeeping receipt for all investment and pledged collateral.

9.2 Release of collateral or substitution of securities must be approved in writing by the Investment Officer, with the consent of the City Manager.

9.3 The City may accept the following securities as collateral for its certificates of deposit and other evidences of deposit (V.T.C.A., Government Code, Section 2256.001, et. Seq. formerly Article 842a-2, Section 2, V.T.C.S., as amended);

9.3.1 FDIC coverage;

9.3.2 U.S. Treasury Bills, notes and bonds;

9.3.3 State of Texas bonds;

9.3.4 Bonds issued by other Texas governmental entities (City, County, school districts, or special districts) with a remaining maturity if 20 years or less. Bonds must be (and must remain) investment quality: that is, with a rating of at least "A" or its equivalent.

9.3.5 Other obligations of the U.S. or its agencies and instrumentalities of which both the principal and interest are unconditionally guaranteed by the U.S.; provided however, that at least 90% of the pledged collateral must be in the form of sections 9.3.1 – 9.3.4 above.

9.4 For certificates of deposit, other evidence of deposit, and U.S. Treasury bills, notes, and bonds, collateral shall be at 105% of the market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

**City of Rosenberg
Investment Policy**

9.5 Financial Institutions with whom the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, CUSIP, type, description of the security, safekeeping receipt number, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable.

10. **Portfolio Management.** It shall be the duty of the City to manage the investment portfolio to enhance overall investment income through active fund management.

10.1 **Monitoring of Performance.** The Investment Officer shall routinely monitor the contents of the portfolio, the available markets and the relative values of competing instruments, and adjust the portfolio accordingly.

10.2 **Diversification of Portfolio.**

10.2.1 **Diversification by Maturities.** The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that the maturities of investments shall be timed to coincide with projected cash flow needs. The maximum dollar-weighted average maturity of all funds in the pooled fund group shall not exceed one year.

10.2.2 **Diversification by Investment Instrument.** Diversifications by investment instrument shall not exceed the following guidelines:

	<u>Percentage of Portfolio</u> <i>(Maximum)</i>
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government Sponsored Corporations	75%
Fully Collateralized Certificates of Deposit	100%
Investment Pools <small>The maximum to be invested in any one pool shall be 55% of the 95% of the total portfolio percentage authorized for total pool investment. (One pool maximum shall be 52.25% of total portfolio.)</small>	95%
Other Authorized Obligations	10%

City of Rosenberg Investment Policy

- 10.3 The City shall invest local funds in investments yielding the highest possible rate return while providing necessary protection of the principal consistent with the operating requirements of this section or written policies.
- 10.4 It is the policy of the City to require competitive bidding for all individual security purchases and sales except for:
- a. transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
 - b. treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
 - c. automatic overnight “sweep” transactions with City Depository.

At least three bids or offers must be solicited for all other transaction involving individual securities. The City’s Investment Advisor is also required to solicit at least three bids or offers when transacting trades on the City’s behalf. In situations where the exact security being offered in not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

- 10.5 The Investment Officer may order investments orally, but shall be required to provide written confirmation of the investment order from the financial institution or broker/dealer.
- 10.6 All investments purchased by the City shall be purchased “delivery versus payment” (DVP), meaning the City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.
- 10.7 Investments will never be prematurely sold at less than acquisition cost without the authorization of the City Council.
11. **Maximum Maturities.** To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from date of purchase. The settlement date is considered the date of the purchase. However, the City may collateralize its certificates of deposits and repurchase agreements using longer-dated investments not to exceed 30 year.
12. **Reporting.** The Investment Officer shall generate reports as specified for management purposes at least quarterly. Such reports shall be submitted to the Finance/Audit Committee, and to the City Council, and must be signed by the Investment Officer. Reports must include a statement of compliance of the investment portfolio with the approved investment strategy and with the Public Funds Investment Act. Market prices for all investments are closely monitored using a nationally recognized securities database. Additionally, reports must include, but are not limited to, the following:

**City of Rosenberg
Investment Policy**

- 12.1 A list of all investments by type, financial institution or broker/dealer, by fund and by maturity date at the end of the reporting period.
- 12.2 Investment activities during the reporting period, including investment purchases and maturities or sales.
- 12.3 Realized and unrealized gain or losses resulting from appreciation or depreciation by listing the cost and market value of securities (in accordance with Governmental Accounting Standards Board (GASB) requirements.)
- 12.4 Average-weighted yield to maturity of portfolio on investment as compared to applicable benchmarks.
- 12.5 Percentage of the total portfolio which each type of investment represents.

Quarterly reports must also be reviewed at least annually by an independent auditor, and the auditor shall report the results to the Finance/Audit Committee. In conjunction with its annual financial audit, a compliance audit of management controls on investments and adherence to the City's established investment policies will be performed by the independent auditors.

- 13. **Investment Policy Adoption.** The City Council shall adopt the written investment policy by resolution. The City Council shall review the policy and strategies annually. Revisions shall be made only by City Council resolution.

**City of Rosenberg
Investment Policy**

BROKER/DEALERS

Coastal Securities

Duncan Williams

Wells Fargo

INVESTMENT POOLS

LOGIC

Lonestar

Texas CLASS

Texas TERM

TexPool

MEMORANDUM

Date: September 1, 2015
To: Mayor and Council Members
Copy: Texas Ethics Commission
From: Joyce Vasut, Finance Director
Subject : DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

As Investment Officer for the City of Rosenberg (City), I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the City as of the date of this memorandum, in compliance with the Public Funds Investment Act and with the City's Investment Policy.

1. I have the following "personal business relationships" with individuals or entities who are offering to engage, have offered to engage or may offer to engage in an investment transaction with the City.

(a) I own (i) ten per cent (10%) or more of the voting stock or shares or (b) \$5,000 or more of the fair market value of the following business organizations: Not Applicable

(b) I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year: Not Applicable

(c) I acquired from the following business organizations during the previous year investments with a book value of \$2,500 or more for my personal account: I have Certificates of Deposit with Amegy Bank, which is the City's Bank Depository. I also have a checking account with Amegy bank

2. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell an investment to the City: Not Applicable

3. I acknowledge that this disclosure will be filed with the City council Members of the City and the Texas Ethics Commission by the City.



(SIGNATURE)

Government Treasurers' Organization of Texas
and
University of North Texas Center for Public Management

Certificate of Attendance
presented to

Joyce Vasut

For completion of training on the Texas Public Funds Investment Act and related investment issues:

Economic Commentary	2.0
Legislative Update	1.5
The Municipal Advisory Process, Part I	
Municipalities Continuing Disclosure Cooperation Initiative	1.5
The Municipal Advisory Process, Part II	1.5
The Fed in Perspective	
GTOT Investment Policy Certification	1.0
The Future of GSEs	
Choosing the Right Benchmark for Public Sector Portfolios	1.0
The State of the Texas Economy	1.5
Implementing Pensions: GASB-68	1.5
Let the Feds Talk Taper, My Focus is Commercial Paper	
MAC & EMMA for Dummies	1.5
OPEB – Future Impacts	
The Current Investment Market	

Total Hours: 13

GTOT Winter Seminar
December 8-10, 2014
Fort Worth, Texas

Patrick Shinkle

Patrick Shinkle
TSBPA CPE Sponsor 004662



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
7	Resolution No. R-2039 – Intent to Issue Certificates of Obligation

ITEM/MOTION

Consideration of and action on Resolution No. R-2039, a Resolution authorizing publication of Notice of Intention to Issue Certificates of Obligation, in an aggregate principal amount not to exceed \$10,000,000, for the acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

- Resolution No. R-2039
- Certificates of Obligation, Series 2015 – Financing Schedule

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
- City Bond Counsel *MD/jv*

Approved for Submittal to City Council:


Robert Gracia
City Manager

EXECUTIVE SUMMARY

Marcus Deitz, with McGuireWoods LLP, has prepared Resolution No. R-2039 authorizing publication of Notice of Intention to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$10,000,000 for Bryan Road, Spacek Road, Old Richmond Road and water and wastewater system improvements.

Approval of Resolution No. R-2039 is required for Mr. Deitz, City's Bond Counsel, and Joe Morrow, City's Financial Advisor, to proceed with obtaining quotes for the financing. The quotes and terms will be presented to City Council at a later date for approval. The proposed schedule is to obtain quotes on October 20, 2015.

Staff recommends approval of Resolution No. R-2039, authorizing publication of Notice of Intention to issue Certificates of Obligation, in an aggregate principal amount not to exceed \$10,000,000 for the acquisition, construction and improvement of certain public works, and authorizing certain other matters relating thereto.

RESOLUTION NO. R-2039

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 FOR THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN PUBLIC WORKS, AND AUTHORIZING CERTAIN OTHER MATTERS RELATING THERETO

STATE OF TEXAS §
COUNTY OF FORT BEND §
CITY OF ROSENBERG §

WHEREAS, the City Council (the “City Council”) of the City of Rosenberg, Texas (the “City”), is authorized to issue certificates of obligation to pay contractual obligations to be incurred for the construction of public works, for the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes, and for the payment of contractual obligations for professional services pursuant to Subchapter C of Chapter 271, Texas Local Government Code, as amended;

WHEREAS, the City Council has determined that it is in the best interests of the City and otherwise desirable to issue the City of Rosenberg, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the “Certificates”) for the design, engineering, acquisition and construction of certain public works and the purchase of certain equipment for authorized needs and purposes;

WHEREAS, in connection with the Certificates, the City Council intends to publish notice of intent to issue the Certificates (the “Notice”) in a newspaper of general circulation in the City; and

WHEREAS, the City Council has been presented with and has examined the proposed form of Notice and finds that the form and substance thereof is satisfactory, and that the recitals and findings contained therein are true, correct and complete.

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

Section 1. Preamble. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 2. Authorization of Notice. The City Secretary is hereby authorized and directed to execute and deliver the Notice set forth in Exhibit A hereto and to publish such Notice on behalf of the City once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication of the Notice to be at least

thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 3. Authorization of Other Matters Relating Thereto. The Mayor, City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given all as required by the Texas Government Code, Chapter 551, as amended.

[signature page follows]

PASSED AND APPROVED this 15th day of September, 2015.

Cynthia A. McConathy, Mayor
City of Rosenberg, Texas

ATTEST:

Linda Cernosek, City Secretary
City of Rosenberg, Texas

(SEAL)

EXHIBIT A
NOTICE OF INTENTION TO ISSUE CERTIFICATES

NOTICE IS HEREBY GIVEN that the City Council of the City of Rosenberg, Texas (the "City") will meet at its regular meeting place at City Hall, Rosenberg, Texas at 7:00 p.m. on the 20th day of October, 2015, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation in one or more series, payable from ad valorem taxation and a surplus pledge of certain revenues of the water and sewer system of the City, in the maximum aggregate principal amount of \$10,000,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council at the time of issuance and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City to pay all or any part of the contractual obligations to be incurred for the construction of public works and the purchase of materials, supplies, equipment, machinery, buildings, land and rights-of-way for authorized needs and purposes and for the payment of contractual obligations for professional services, to wit: (i) street, drainage and utility improvements to City streets and roads, (ii) improvements and repairs to the City's waste water system, (iii) improvements and repairs to the City's water system and (iv) professional services rendered in connection with the above listed projects.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 15th day of September, 2015.

City Secretary
City of Rosenberg, Texas

City of Rosenberg, Texas
\$10,000,000 Combination Tax and Revenue Certificates of Obligation, Series 2015

FINANCING SCHEDULE

Sep-15							Oct-15							Nov-15							Dec-15							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31			

Completion Date	Event	Responsibility
Tuesday, September 15, 2015	Council Meeting to Approve Notice of Intention to Issue(NOI)	City
Wednesday, September 16, 2015	1st Draft of POS Distributed	FWG
Friday, September 18, 2015	First Publication of NOI	City
Monday, September 21, 2015	Comments Due Back on 1st Draft of POS	FWG
	Documents sent out for rating	FA
Wednesday, September 23, 2015	2nd Draft of POS Distributed	FA
Friday, September 25, 2015	Second Publication of NOI	City
Monday, September 28, 2015	Comments Due Back on 2nd Draft of POS	FWG
	Rating Calls this week	City,FA
Wednesday, September 30, 2015	3rd Draft of POS Distributed	FA
Wednesday, October 07, 2015	Comments Due Back on 3rd Draft of POS	FWG
Friday, October 09, 2015	Ratings Due Back by close of business	FA
Tuesday, October 13, 2015	POS is Posted for the Sale	FA
Tuesday, October 20, 2015	Bids Due/Pricing for Certificates - Morning	FA
	Council Meeting to Award Certificates and Approve Issuance - Evening	FWG
Tuesday, November 17, 2015	Closing. Funds Delivered	FWG

* This Financing Schedule is subject to change.

Symbol Key		
FWG	Finance Working Group	Includes the City, BC & FA
City	City of Rosenberg	--
BC	Bond Counsel	McguireWoods LLP
FA	Financial Advisor	First Southwest Company
IP	Initial Purchaser	TBD



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
8	Resolution No. R-2033 - Budget Amendment 15-13
ITEM/MOTION	

Consideration of and action on Resolution No. R-2033, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-13, in the amount of \$605,000 for certain maintenance and operations expenditures.

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

SUPPORTING DOCUMENTS:

1. Resolution No. R-2033
2. Vasut Memorandum - 09-08-15

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
 Executive Director of
 Administrative Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 City Manager

EXECUTIVE SUMMARY

As the fiscal year-end approaches, there are several accounts that are currently over budget or are requesting purchases prior to fiscal year-end that will put the account over budget. In order to avoid large expenditures that are greater than the budgeted amounts, this budget adjustment is presented to increase certain line items by reallocating expenditures or increasing revenues. There is only one item which is for the Rosenberg Development Corporation that uses fund balance to offset the increase in expenditures. A memorandum is attached that describes each of the adjustments presented.

Budget Amendment 15-13 is included as Exhibit "A" to Resolution No. R-2033. Staff recommends approval of Resolution No. R-2033 as presented.

RESOLUTION NO. R-2033

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 15-13, IN THE AMOUNT OF \$605,000 FOR MAINTENANCE AND OPERATIONS EXPENDITURES.

* * * * *

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

Section 1. The City Council hereby authorizes Budget Amendment 15-13 (Amendment), in the amount of \$605,000 for certain over-budget line items and requested purchases prior to fiscal year end. 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**

Amanda J. Barta, **Mayor Pro Tem**

CITY OF ROSENBERG, TEXAS
REQUEST FOR BUDGET AMENDMENT

NUMBER: 15-13

Fund 101,219,501,601,603 Departments: Various Fiscal Year: 2014-15

Item [] was [X] was not included in the Department's original budget request.

Type of expenditure: () Recurring (X) Nonrecurring

Type of adjustment: (x) line-item transfer [] department transfer
(x) request for additional funds [] accounting correction

The budget amendment requested will require the following revisions;

FUND BALANCE/RETAINED EARNINGS ACCOUNT(S):

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL/AMENDED BUDGET (1)</u>	<u>REQUESTED TRANSFER</u>	<u>AMENDED BUDGET</u>
219-0000-350-0000	Fund Balance - RDC	\$ 5,004,881.00	\$ (120,000.00)	\$ 4,884,881.00
	TOTAL	\$ 5,004,881.00	\$ (120,000.00)	\$ 4,884,881.00

REVENUE ACCOUNT(S):

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL/AMENDED BUDGET (1)</u>	<u>REQUESTED TRANSFER</u>	<u>AMENDED BUDGET</u>
101-0000-402-0000	Sales Tax	\$ 8,376,000.00	\$ 77,000.00	\$ 8,453,000.00
101-0000-423-1000	LCISD	1,050,656.00	30,000.00	1,080,656.00
101-0000-432-1800	Infrastruture Inspection Fees	65,000.00	100,000.00	165,000.00
101-0000-466-1000	Donations - Animal Control	-	12,500.00	12,500.00
101-0000-467-0000	Reimbursement for Personnel	-	74,000.00	74,000.00
101-0000-467-1000	Insurance Proceeds	-	5,800.00	5,800.00
501-0000-431-1020	Water Tap Fees	90,000.00	101,500.00	191,500.00
601-0000-472-1000	General Fund Ins Premiums	1,323,176.00	17,900.00	1,341,076.00
601-0000-472-4000	Employees' Insurance Premiums	494,482.00	48,500.00	542,982.00
601-0000-472-4500	Employee Flex Spending Contributions	42,000.00	7,800.00	49,800.00
601-0000-472-6000	Retiree Insurance Premiums	58,500.00	10,000.00	68,500.00
	TOTAL	\$ 11,499,814.00	\$ 485,000.00	\$ 11,984,814.00

EXPENSE ACCOUNT(S):

101-1500-510-4390	Other Professional Services/Election Redistricting	\$ 5,000.00	\$ 20,000.00	\$ 25,000.00
101-1500-510-5710	Other Contractual Services - Legal	125,000.00	57,000.00	182,000.00
101-1800-510-5735	MUD Drainage Tax Reimbursement	47,000.00	17,050.00	64,050.00
101-1800-510-8530	Bad Debt Expense	50,000.00	(17,050.00)	32,950.00
101-1921-530-4395	Infrastruture Inspection Fees	65,000.00	80,000.00	145,000.00
101-3000-520-1010	Salaries & Wages	4,672,597.00	(150,200.00)	4,522,397.00
101-3000-520-1020	Overtime	126,300.00	175,000.00	301,300.00
101-3000-520-3510	Motor Vehicle Repair Supplies	50,000.00	20,000.00	70,000.00
101-3000-520-3610	Small Tools and Equipment	500.00	11,000.00	11,500.00
101-3034-520-3195	Other Expenses - Donations	-	12,500.00	12,500.00
101-3036-520-1020	Overtime	60,000.00	30,000.00	90,000.00
101-3100-520-1020	Overtime	87,000.00	9,000.00	96,000.00
101-3100-520-3510	Motor Vehicle Repair Supplies	37,000.00	15,000.00	52,000.00
101-5022-530-3540	Street Repair Supplies	175,000.00	32,000.00	207,000.00
101-5022-530-6325	Equipment Maintenance	25,000.00	20,000.00	45,000.00
101-5022-530-7035	Crack Sealing	32,000.00	(32,000.00)	-
219-6000-540-4390	Outside Professional Services	80,000.00	120,000.00	200,000.00
501-5052-600-3415	Chemical Supplies	42,000.00	53,500.00	95,500.00
501-5052-600-6325	Equipment Repair & Maintenance	100,100.00	25,000.00	125,100.00
501-5053-600-3532	Water Meters	75,000.00	60,000.00	135,000.00
501-5053-600-3730	Fuel, Oil and Lubricants	38,000.00	(12,000.00)	26,000.00
501-5053-600-5715	Water Leakage Survey	25,000.00	(25,000.00)	-
601-0000-610-5110	Health Insurance Premiums	2,132,264.00	56,000.00	2,188,264.00
601-0000-610-5125	Dental Insurance Premiums	106,000.00	5,700.00	111,700.00
601-0000-610-5130	Insurance Claims - Flex Spending Accounts	42,000.00	13,000.00	55,000.00
601-0000-610-5710	Other Contractual Services	11,800.00	9,500.00	21,300.00
603-1220-610-4235	Dues/Subscriptions/Memberships	21,500.00	(20,000.00)	1,500.00
603-1220-610-7041	Computer Hardware/Software	35,000.00	20,000.00	55,000.00
	TOTAL	\$ 8,266,061.00	\$ 605,000.00	\$ 8,871,061.00

Reason(s) for Amendment: Please explain the reason(s) the amendment is requested.
(Attach additional sheets if necessary.)

This budget adjustment will allocate funds to several areas that are currently overbudget or are requesting purchases prior to the fiscal year end.

Department Head Date

Director of Finance Date

Assistant City Manager Date

City Manager Date

Mayor/City Council (if between divisions or capital outlay) Date

ACCOUNTING USE ONLY: DATE POSTED: _____

Group #: _____

POSTED BY: _____

MEMORANDUM

From the Finance Department

September 8, 2015

To: Honorable Mayor and City Council

CC: Robert Gracia, City Manager

From: Joyce Vasut, Executive Director of Administrative Services 

Re: FY2015 Budget Adjustment 15-13

Prior to the end of the Fiscal Year 2015, several adjustments are needed for larger expenditures that are either exceeding the budget or may exceed the budget. Since these items are for larger amounts than the typical year-end adjustments, I decided to present them prior to the year-end budget adjustment. The majority of these items are either offset by decreases in other expenditures or by increases in revenues as noted below:

1. Other Professional Services includes an increase of \$20,000 for attorney fees in which professional expertise relative to MUD agreements and development agreements is necessary. This increase will be offset with an increase in Sales Tax.
2. Other Contractual Services – Legal includes an increase of \$57,000 for City Attorney fees for the fiscal year. This increase will also be offset with an increase in Sales Tax.
3. MUD Drainage Tax Reimbursement includes an increase of \$17,050 for reimbursements to MUDs for bonds issued for drainage as required by MUD agreements. This will be offset with a decrease to Bad Debt Expense.
4. Infrastructure Inspection Fees are collected from developer and used to pay for inspections on new development. The increase of \$80,000 in expenditures is offset by an increase in the corresponding revenues.
5. Overtime for the Police Department is increased by \$175,000, which is offset by an increase in revenues - Reimbursements for Personnel (\$50,000) and by a decrease to Salaries and Wages (\$125,000).
6. Motor Vehicle Repair Supplies for the Police Department increase by \$20,000. This is offset by an increase to Insurance Proceeds (\$5,800) and a decrease to Salaries and Wages (\$14,200).
7. Small Tools and Equipment for the Police Department increase by \$11,000 which is offset with a decrease to Salaries and Wages.
8. Other Expenses – Donations for Animal Control in the amount of \$12,500 is offset by an increase in the Revenue account for Donations – Animal Control.
9. Overtime for the School Resource Officers in the amount of \$30,000 is offset by revenues from Lamar Consolidated ISD.
10. Overtime for the Fire Department in the amount of \$9,000 is offset by an increase in revenues - Reimbursements for Personnel.

11. Motor Vehicle Supplies for the Fire Department increase by \$15,000 and is offset by the increase in revenues – Reimbursements.
12. Street Repair Supplies increase by \$32,000 for alley repairs with a corresponding decrease to Crack Sealing.
13. Equipment Maintenance for Public Works increase by \$20,000 for repairs and is offset by the additional Infrastructure Inspection Fees
14. Outside Professional Services for the RDC, which has already been approved by the RDC Board, includes professional services relative to the pending lawsuit, development agreements and engineering service for development projects. This was offset with RDC Fund Balance.
15. Chemical Supplies increase in the amount of \$53,500 due to increase in cost of chemicals. This expense will be offset by the reduction in Fuel, Oil and Lubricants in the amount of \$12,000 and additional revenues from Water Tap Fees.
16. Equipment Repair and Maintenance increase in the amount of \$25,000 for necessary repairs. This expense will be offset by a decrease in the line item for the Water Leakage Survey which was not conducted in FY2015.
17. Water Meters increase by \$60,000 due to the number of new water taps. This expense is offset by additional Water Tap Fees.
18. Health Insurance Premiums (\$56,000), Dental Insurance Premiums (\$5,700), Insurance Claims – Flexible Spending Accounts (\$13,000), and Other Contractual Services (\$9,500) include increases due to additional coverage elected by employees and their dependents. These expenses are offset by additional revenues in the Insurance Fund.
19. Computer Hardware and Software increase of \$20,000 for additional equipment purchases which will be offset by a \$20,000 reduction to Dues, Subscriptions and Memberships.

These adjustments are necessary for FY2015 expenditures and are being presented prior to year-end. A final year-end budget adjustment will be presented next month to adjust for any other items in which an adjustment will be necessary.

If you have any questions or need additional information regarding these adjustment, feel free to contact me.



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
9	Resolution No. R-2041 - Budget Amendment 15-14
ITEM/MOTION	
Consideration of and action on Resolution No. R-2041, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 15-14, in the amount of \$1,364,281 for certain Capital Improvement Projects.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

Yes No N/A

Source of Funds:

See Attached

District 1

District 2

District 3

District 4

City-wide

N/A

SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-2041
2. Resolution No. R-2029 – 09-01-15
3. Resolution No. R-1982 – 08-18-15
4. Resolution No. R-1997 – 07-07-15
5. City Council Meeting Draft Minute Excerpt – 09-01-15
6. City Council Meeting Draft Minute Excerpt – 08-18-15
7. City Council Meeting Minute Excerpt – 07-07-15

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

This budget adjustment is presented to allow for several Capital Improvements Projects that are scheduled to begin and possibly incur expenditures prior to fiscal year end. These projects, as listed below, are all included in the FY2016 Capital Improvement Plan as approved by City Council in Resolution No. R-1997 on July 7, 2015.

1. North Side Water Improvements – Phase II – On September 1, 2015, City Council approved Resolution No. R-2029 awarding Bid No. 2015-07 in the amount of \$243,280. The Community Development Block Grant (CDBG) program provided funding in the amount of \$210,000 for this Project, of which \$39,900 was used for engineering, leaving \$170,100 for construction. The City would provide local matching funds in the amount of \$73,180 to fully fund the remaining construction cost. The City had budgeted \$61,000 for the local matching funds; therefore, a budget adjustment in the amount of \$12,180 is presented.
2. A. Meyer, Benton and Rohan Road Water Line – Funding for this Project is included in the FY2016 Budget. However, payment for the oversizing of water line needs to be made in FY2015 to Fort Bend County MUD No. 184 in the amount of \$119,776.

3. Railroad Quiet Zones – On August 18, 2015, City Council approved Resolution No. R-1982, a Resolution signifying the City’s intent to participate in a Project regarding railroad crossings and directional horns and/or quiet zones, by and among the City of Rosenberg, the City of Richmond, Fort Bend County, Texas, and the Henderson-Wessendorff Foundation, in an amount not to exceed \$100,000.
4. Avenue C Connector – The FY2016 Capital Improvement Plan identified that this Project would be funded with General Fund Balance in the amount of \$939,000.
5. Bamore Road Connector - The FY2016 Capital Improvement Plan identified that this Project would be funded with General Fund Balance in the amount of \$193,325.

Budget Amendment 15-14 is included as Exhibit “A” to Resolution No. R-2041. Staff recommends approval of Resolution No. R-2041 as presented.

RESOLUTION NO. R-2041

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 15-14, IN THE AMOUNT OF \$1,364,281 CERTAIN CAPITAL IMPROVEMENT PROJECTS.

* * * * *

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

Section 1. The City Council hereby authorizes Budget Amendment 15-14 (Amendment), in the amount of \$1,364,281 to allocate funds for certain capital improvement projects including Avenue C Connector, Bamore Road Connector, Railroad Quiet Zones, Northside Water Improvements – Phase II, and A. Meyer, Benton and Rohan Road Waterline Improvements. 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**

Amanda J. Barta, **Mayor Pro Tem**

CITY OF ROSENBERG, TEXAS
REQUEST FOR BUDGET AMENDMENT

NUMBER: 15-14

Fund 101,216,410,520

Departments: Various

Fiscal Year: 2014-15

Item [] was [X] was not included in the Department's original budget request.

Type of expenditure: () Recurring (X) Nonrecurring

Type of adjustment: () line-item transfer [] department transfer
(x) request for additional funds [] accounting correction

The budget amendment requested will require the following revisions;

FUND BALANCE/RETAINED EARNINGS ACCOUNT(S):

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL BUDGET (1)</u>	<u>REQUESTED TRANSFER</u>	<u>AMENDED BUDGET</u>
<u>101-0000-350-0000</u>	<u>Fund Balance - General Fund</u>	<u>\$ 11,619,351.00</u>	<u>\$ (1,232,325.00)</u>	<u>\$ 10,387,026.00</u>
<u>216-0000-350-0000</u>	<u>Fund Balance - CDBG Fund</u>	<u>\$ 69,114.00</u>	<u>\$ (12,180.00)</u>	<u>\$ 56,934.00</u>
<u>520-0000-350-0000</u>	<u>Retained Earnings - GRP Fund</u>	<u>2,453,869.00</u>	<u>(119,776.00)</u>	<u>2,334,093.00</u>
	TOTAL	<u>\$ 14,142,334.00</u>	<u>\$ (1,364,281.00)</u>	<u>\$ 12,778,053.00</u>

REVENUE ACCOUNT(S):

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>ORIGINAL BUDGET (1)</u>	<u>REQUESTED TRANSFER</u>	<u>AMENDED BUDGET</u>
<u>410-0000-481-9101</u>	<u>Transfer from General Fund</u>	<u>655,242.00</u>	<u>1,232,325.00</u>	<u>1,887,567.00</u>
	TOTAL	<u>\$ 655,242.00</u>	<u>\$ 1,232,325.00</u>	<u>\$ 1,887,567.00</u>

EXPENSE ACCOUNT(S):

<u>101-1800-510-9410</u>	<u>Transfer to General Supplemental</u>	<u>655,242.00</u>	<u>1,232,325.00</u>	<u>1,887,567.00</u>
<u>216-1900-540-7031 CP1505</u>	<u>Improvements O/T - Northside Water Improvements - Phase II</u>	<u>271,000.00</u>	<u>12,180.00</u>	<u>283,180.00</u>
<u>410-0000-550-7032</u>	<u>Improvements O/T - Avenue C Connector</u>	<u>-</u>	<u>939,000.00</u>	<u>939,000.00</u>
<u>410-0000-550-7033</u>	<u>Improvements O/T - Bamore Road connector</u>	<u>-</u>	<u>193,325.00</u>	<u>193,325.00</u>
<u>410-0000-550-7034</u>	<u>Improvements O/T - Railroad Quiet Zones</u>	<u>-</u>	<u>100,000.00</u>	<u>100,000.00</u>
<u>520-0000-600-7031 CP1516</u>	<u>Improvements O/T - A Meyer, Benton and Rohan Road Water</u>	<u>-</u>	<u>119,776.00</u>	<u>119,776.00</u>
	TOTAL	<u>\$ 926,242.00</u>	<u>\$ 2,596,606.00</u>	<u>\$ 3,522,848.00</u>

Reason(s) for Amendment: Please explain the reason(s) the amendment is requested.
(Attach additional sheets if necessary.)

This budget adjustment will allocate funds for Avenue C Connector, Bamore Road Connector, Railroad Quiet Zones, Northside Water Improvements – Phase II and A Meyer, Benton and Rohan Road Waterline Improvements.

Department Head _____ Date _____

Director of Finance _____ Date _____

Assistant City Manager _____ Date _____

City Manager _____ Date _____

Mayor/City Council (if between divisions or capital outlay) _____ Date _____

ACCOUNTING USE ONLY: DATE POSTED: _____

Group #: _____

POSTED BY: _____

RESOLUTION NO. R-2029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDING BID NO. 2015-07 FOR CONSTRUCTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT RELATED TO CONSTRUCTION SERVICES FOR THE NORTH SIDE WATERLINE IMPROVEMENTS PHASE II; AND, PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2015-07 to Schohil Construction, in the amount of \$243,280.00 for construction of Services, LLC Community Development Block Grant (CDBG) Project North Side Waterline Improvements – Phase II, generally located in the area bounded by Avenue D to the north, Avenue F to the south, 6th street to the east and 3rd Street to the west.

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

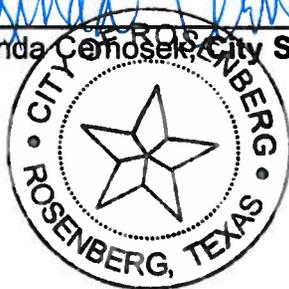
Section 3. A copy of the Proposal is attached hereto as Exhibit “A” and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 13th day of September 2015.

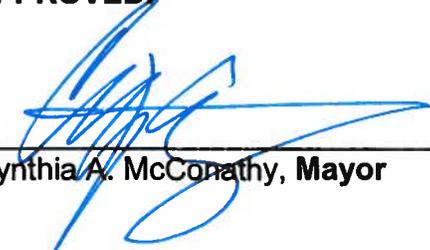
ATTEST:



Linda C. Consock, City Secretary



APPROVED:



Cynthia A. McConathy, Mayor

**FORT BEND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
BLOCK GRANT PROGRAM
BLOCK GRANT NO. B-14-UC-48-004
PROJECT NO. #14-697**

**PHASE II ~ NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG
FORT BEND COUNTY, TEXAS
BID PROPOSAL**

TO: The Honorable Mayor Cynthia A. McConathy
City of Rosenberg
Post Office Box 32
Rosenberg, Texas 77471

THE UNDERSIGNED BIDDER, having examined the plans, specifications, and other proposed Contract Documents, and all Addenda thereto, and being acquainted with and fully understanding:

- (a) the extent and character of the work covered by this proposal;
- (b) the location, arrangement, and specified requirements for the proposed work;
- (c) the location, character, and condition of existing streets, roads, highways, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses, and other installations, both surface and underground, which may affect or be affected by the proposed work;
- (d) the nature and extent of the work to be made, and the type, character and general condition of materials to be excavated;
- (e) necessary handling and rehandling of excavated materials, including the construction of fills and embankments;
- (f) the location and extent of necessary or probable de-watering requirements;
- (g) the difficulties and hazards to the work which might be caused by storm and flood water;
- (h) local conditions relative to labor, transportation, hauling and rail delivery facilities;
- (i) all other factors and conditions affecting or which may be affected by the work.

WE HEREBY PROPOSE to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to therein (as altered, amended, or modified by all addenda thereto) for and in consideration of the following prices:

**PHASE II - NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
I. <u>BASE BID</u>			
1. 12" WATER LINE, P.V.C. AWWA C-900, DR-18 WITH #10 GAUGE INSULATED COPPER TRACER WIRE CONNECTORS PLACED OVER NEW WATER LINE. COMPLETE AND IN PLACE FOR <u>SEVENTY FOUR</u> DOLLARS & <u>NO</u> CENTS	395 L.F.	\$ <u>74⁰⁰</u>	\$ <u>29,230⁰⁰</u>
2. 12" WATER LINE, P.V.C. AWWA C-900, DR-18 RESTRAINED JOINT (CERTA-LOK OR APPROVED EQUAL) WITH #10 GAUGE INSULATED COPPER TRACER WIRE CONNECTORS PLACED OVER NEW WATER LINE WITHIN THE STEEL ENCASEMENT PIPE UNDER RAILROAD. COMPLETE AND IN PLACE FOR <u>FORTY EIGHT</u> DOLLARS & <u>NO</u> CENTS	265 L.F.	\$ <u>48⁰⁰</u>	\$ <u>12,720⁰⁰</u>
3. BORE AND JACK 12" WATER LINE (DO NOT INCLUDE COST OF PIPE). COMPLETE AND IN PLACE FOR <u>TWENTY FOUR</u> DOLLARS & <u>NO</u> CENTS	40 L.F.	\$ <u>24⁰⁰</u>	\$ <u>960⁰⁰</u>
4. BORE AND JACK 20" STEEL ENCASEMENT PIPE (INCLUDE COST OF PIPE). COMPLETE AND IN PLACE FOR <u>TWO HUNDRED NINETY FIVE</u> DOLLARS & <u>NO</u> CENTS	265 L.F.	\$ <u>295⁰⁰</u>	\$ <u>78,175⁰⁰</u>

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
5. 6" P.V.C. WATER LINE, AWWA C-900, DR-18 WITH #10 GAUGE INSULATED COPPER TRACER WIRE CONNECTORS PLACED OVER NEW WATER LINE. COMPLETE AND IN PLACE FOR <u>SIXTY TWO</u> DOLLARS & <u>NO</u> CENTS	40 L.F.	\$ <u>62.00</u>	\$ <u>2,480.00</u>
6. TRENCH BOX OR SHORING WATER LINE EXCAVATION IN ACCORDANCE WITH O.S.H.A. STANDARDS AT ALL REQUIRED LOCATIONS. COMPLETE AND IN PLACE FOR <u>ONE</u> DOLLARS & <u>NO</u> CENTS	395 L.F.	\$ <u>1.00</u>	\$ <u>395.00</u>
7. 12" GATE VALVE AND BOX WITH CONCRETE PAD. COMPLETE AND IN PLACE FOR <u>NO THOUSAND ONE HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	4 EACH	\$ <u>2,150.00</u>	\$ <u>8,600.00</u>
8. 6" GATE VALVE AND BOX WITH CONCRETE PAD. COMPLETE AND IN PLACE FOR <u>ONE THOUSAND SIX HUNDRED SEVENTY FIVE</u> DOLLARS & <u>NO</u> CENTS	4 EACH	\$ <u>1,675.00</u>	\$ <u>6,700.00</u>
9. FLUSHING VALVE (5' BURY). COMPLETE AND IN PLACE FOR <u>FOUR THOUSAND EIGHT HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>4,850.00</u>	\$ <u>4,850.00</u>

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
10. 12" X 12" TEE. COMPLETE AND IN PLACE FOR <u>Four Hundred Fifty</u> DOLLARS & <u>No</u> CENTS	1 EACH	\$ <u>450⁰⁰</u>	\$ <u>450⁰⁰</u>
11. 12" X 6" TEE. COMPLETE AND IN PLACE FOR <u>Four Hundred</u> DOLLARS & <u>No</u> CENTS	4 EACH	\$ <u>400⁰⁰</u>	\$ <u>1,600⁰⁰</u>
12. 12" PLUG AND CLAMP. COMPLETE AND IN PLACE FOR <u>Four Hundred Fifty</u> DOLLARS & <u>No</u> CENTS	3 EACH	\$ <u>450⁰⁰</u>	\$ <u>1,350⁰⁰</u>
13. 6" PLUG AND CLAMP. COMPLETE AND IN PLACE FOR <u>Three Hundred Fifty</u> DOLLARS & <u>No</u> CENTS	3 EACH	\$ <u>350⁰⁰</u>	\$ <u>1,050⁰⁰</u>
14. 2" BLOW-OFF ASSEMBLY. COMPLETE AND IN PLACE FOR <u>One Thousand Four Hundred Fifty</u> DOLLARS & <u>No</u> CENTS	1 EACH	\$ <u>1,450⁰⁰</u>	\$ <u>1,450⁰⁰</u>
15. MISCELLANEOUS WATER LINE FITTINGS. COMPLETE AND IN PLACE FOR <u>Two Thousand</u> DOLLARS & <u>No</u> CENTS	1 TON	\$ <u>2,000⁰⁰</u>	\$ <u>2,000⁰⁰</u>
16. CONNECT NEW 6" WATER LINE TO EXISTING 6" WATER LINE (WET CONNECTION). COMPLETE AND IN PLACE FOR <u>Six Hundred Fifty</u> DOLLARS & <u>No</u> CENTS	3 EACH	\$ <u>650⁰⁰</u>	\$ <u>1,950⁰⁰</u>

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
17. HYDROMULCH SEEDING OF DISTURBED AREA AND PROVIDE WATERING UNTIL VEGETATION ESTABLISHMENT. COMPLETE AND IN PLACE FOR <u>TWO DOLLARS & FIFTY</u> DOLLARS & <u>FIFTY</u> CENTS	600 S.Y.	\$ <u>2.50</u>	\$ <u>1,500.00</u>
18. CONTRACTOR MOBILIZATION. COMPLETE AND IN PLACE FOR <u>SEVEN THOUSAND FIVE HUNDRED</u> DOLLARS & <u>NO</u> CENTS	1 L.S.	\$ <u>7,500.00</u>	\$ <u>7,500.00</u>
19. FURNISH AND MAINTAIN SIGNAGE, FLAGMEN, TRAFFIC CONTROL AND DETOUR PLAN FOR LANE CLOSURES, AND OTHER WARNING DEVICES IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. COMPLETE AND IN PLACE FOR <u>ONE THOUSAND SIX HUNDRED</u> DOLLARS & <u>NO</u> CENTS	1 L.S.	\$ <u>1,600.00</u>	\$ <u>1,600.00</u>
20. PROVIDE BONDS, INSURANCE, PERMITS AND MISCELLANEOUS IN ACCORDANCE WITH CONTRACT DOCUMENTS. COMPLETE AND IN PLACE FOR <u>FIVE THOUSAND EIGHT HUNDRED</u> DOLLARS & <u>NO</u> CENTS	1 L.S.	\$ <u>5,800.00</u>	\$ <u>5,800.00</u>

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

	ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
21.	PROVIDE INSURANCE AND FEES FOR WORK IN TWO RAILROADS (NOTE: THE CITY HAS PURCHASED RAILROAD PROTECTIVE LIABILITY INSURANCE FOR BNSF RAILROAD). COMPLETE AND IN PLACE FOR <i>SEVEN THOUSAND FOUR HUNDRED</i> DOLLARS & <u>NO</u> CENTS	1 L.S.	\$ <u>7,400.00</u>	\$ <u>7,400.00</u>
22.	CONSTRUCTION STAKING. COMPLETE AND IN PLACE FOR <u>TWO THOUSAND</u> DOLLARS & <u>NO</u> CENTS	1 BUD.	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>

I. TOTAL AMOUNT OF BASE BID = \$ 179,760.00

TOTAL NUMBER OF WORKING DAYS
 TO COMPLETE BASE BID = 20 WORKING DAYS
 (CONTRACTOR TO SPECIFY)

NOTE TO CONTRACTOR:

This project is being funded through a grant from the Fort Bend County Community Development Block Grant Program. Based on available construction funds, a portion of the water line may be deleted or added to, depending upon the final construction bids received. The unit prices specified in the bid proposal will be used to increase or decrease the total contract amount.

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
II. ALTERNATE BID			
A1. 12" WATER LINE, P.V.C. AWWA C-900, DR-18 WITH #10 GAUGE INSULATED COPPER TRACER WIRE CONNECTORS PLACED OVER NEW WATER LINE. COMPLETE AND IN PLACE FOR <u>SIXTY SEVEN</u> DOLLARS & <u>NO</u> CENTS	330 L.F.	\$ <u>67⁰⁰</u>	\$ <u>22,110⁰⁰</u>
A2. BORE AND JACK 12" WATER LINE (DO NOT INCLUDE COST OF PIPE). COMPLETE AND IN PLACE FOR <u>TWENTY TWO</u> DOLLARS & <u>NO</u> CENTS	110 L.F.	\$ <u>22⁰⁰</u>	\$ <u>2,420⁰⁰</u>
A3. 6" P.V.C. WATER LINE, AWWA C-900, DR-18 WITH #10 GAUGE INSULATED COPPER TRACER WIRE CONNECTORS PLACED OVER NEW WATER LINE. COMPLETE AND IN PLACE FOR <u>FORTY EIGHT</u> DOLLARS & <u>NO</u> CENTS	120 L.F.	\$ <u>48⁰⁰</u>	\$ <u>5,760⁰⁰</u>
A4. BORE AND JACK 6" WATER LINE (DO NOT INCLUDE COST OF PIPE). COMPLETE AND IN PLACE FOR <u>FOURTEEN</u> DOLLARS & <u>NO</u> CENTS	50 L.F.	\$ <u>14⁰⁰</u>	\$ <u>700⁰⁰</u>

**PHASE II - NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
A5. 2" WATER LINE, P.V.C. AWWA C-900, CLASS 200. COMPLETE AND IN PLACE FOR <u>THIRTY FOUR</u> DOLLARS & <u>NO</u> CENTS	20 L.F.	\$ <u>34.00</u>	\$ <u>680.00</u>
A6. TRENCH BOX OR SHORING WATER LINE EXCAVATION IN ACCORDANCE WITH O.S.H.A. STANDARDS AT ALL REQUIRED LOCATIONS. COMPLETE AND IN PLACE FOR <u>ONE</u> DOLLARS & <u>NO</u> CENTS	310 L.F.	\$ <u>1.00</u>	\$ <u>310.00</u>
A7. 12" GATE VALVE AND BOX WITH CONCRETE PAD. COMPLETE AND IN PLACE FOR <u>TWO THOUSAND NINE HUNDRED</u> DOLLARS & <u>NO</u> CENTS	3 EACH	\$ <u>2,900.00</u>	\$ <u>8,700.00</u>
A8. 6" GATE VALVE AND BOX WITH CONCRETE PAD. COMPLETE AND IN PLACE FOR <u>NINE HUNDRED EIGHTY</u> DOLLARS & <u>NO</u> CENTS	5 EACH	\$ <u>980.00</u>	\$ <u>4,900.00</u>
A9. 2" GATE VALVE AND BOX WITH CONCRETE PAD. COMPLETE AND IN PLACE FOR <u>FIVE HUNDRED NINETY</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>590.00</u>	\$ <u>590.00</u>

**PHASE II - NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
A10. FLUSHING VALVE (5' BURY). COMPLETE AND IN PLACE FOR <u>TWO THOUSAND TWO HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>4,250⁰⁰</u>	\$ <u>4,250⁰⁰</u>
A11. 12" X 6" TEE. COMPLETE AND IN PLACE FOR <u>FOUR HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	4 EACH	\$ <u>450⁰⁰</u>	\$ <u>1,800⁰⁰</u>
A12. 12" X 2" SADDLE TAP. COMPLETE AND IN PLACE FOR <u>NINETY FIVE</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>95⁰⁰</u>	\$ <u>95⁰⁰</u>
A13. 6" X 6" TEE. COMPLETE AND IN PLACE FOR <u>THREE HUNDRED</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>300⁰⁰</u>	\$ <u>300⁰⁰</u>
A14. 12" PLUG AND CLAMP. COMPLETE AND IN PLACE FOR <u>TWO HUNDRED</u> DOLLARS & <u>NO</u> CENTS	2 EACH	\$ <u>200⁰⁰</u>	\$ <u>400⁰⁰</u>
A15. 6" PLUG AND CLAMP. COMPLETE AND IN PLACE FOR <u>ONE HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	4 EACH	\$ <u>150⁰⁰</u>	\$ <u>600⁰⁰</u>
A16. MISCELLANEOUS WATER LINE FITTINGS. COMPLETE AND IN PLACE FOR <u>TWO THOUSAND</u> DOLLARS & <u>NO</u> CENTS	0.5 TON	\$ <u>2,000⁰⁰</u>	\$ <u>1,000⁰⁰</u>

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
A17. CONNECT NEW 6" WATER LINE TO EXISTING 6" WATER LINE (WET CONNECTION). COMPLETE AND IN PLACE FOR <u>EIGHT HUNDRED</u> DOLLARS & <u>NO</u> CENTS	3 EACH	\$ <u>800⁰⁰</u>	\$ <u>2,400⁰⁰</u>
A18. CONNECT NEW 2" WATER LINE TO EXISTING 2" WATER LINE (WET CONNECTION). COMPLETE AND IN PLACE FOR <u>THREE HUNDRED EIGHTY</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>380⁰⁰</u>	\$ <u>380⁰⁰</u>
A19. 1" SHORT SERVICE CONNECTION. COMPLETE AND IN PLACE FOR <u>SEVEN HUNDRED TWENTY FIVE</u> DOLLARS & <u>NO</u> CENTS	2 EACH	\$ <u>725⁰⁰</u>	\$ <u>1,450⁰⁰</u>
A20. 1" LONG SERVICE CONNECTION. COMPLETE AND IN PLACE FOR <u>NINE HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	1 EACH	\$ <u>950⁰⁰</u>	\$ <u>950⁰⁰</u>
A21. RELOCATION OF EXISTING WATER METER AND BOX. COMPLETE AND IN PLACE FOR <u>FIVE HUNDRED FIFTY</u> DOLLARS & <u>NO</u> CENTS	2 EACH	\$ <u>550⁰⁰</u>	\$ <u>1,100⁰⁰</u>

**PHASE II – NORTH ROSENBERG WATER DISTRIBUTION IMPROVEMENTS
CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS
BID FORM**

ITEM DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	ESTIMATED QUANTITIES UNIT	UNIT PRICE	TOTAL PRICE BID
A22. HYDROMULCH SEEDING OF DISTURBED AREA AND PROVIDE WATERING UNTIL VEGETATION ESTABLISHMENT. COMPLETE AND IN PLACE FOR <u>Two</u> DOLLARS & <u>FIFTY</u> CENTS	450 S.Y.	\$ <u>2.50</u>	\$ <u>1,125.00</u>
A23. CONSTRUCTION STAKING. COMPLETE AND IN PLACE FOR <u>ONE THOUSAND FIVE HUNDRED</u> DOLLARS & <u>NO</u> CENTS	1 BUD.	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>

II. TOTAL AMOUNT OF ALTERNATE BID = \$ 63,520.00

TOTAL NUMBER OF WORKING DAYS
TO COMPLETE ALTERNATE BID = 10 WORKING DAYS
(CONTRACTOR TO SPECIFY)

NOTE TO CONTRACTOR:

This project is being funded through a grant from the Fort Bend County Community Development Block Grant Program. Based on available construction funds, a portion of the water line may be deleted or added to, depending upon the final construction bids received. The unit prices specified in the bid proposal will be used to increase or decrease the total contract amount.

SUMMARY OF BIDS

I. TOTAL AMOUNT FOR BASE BID = \$ 179,760⁰⁰

II. TOTAL AMOUNT FOR ALTERNATE BID = \$ 63,520⁰⁰

TOTAL AMOUNT BID = \$ 243,280⁰⁰

TOTAL NUMBER OF WORKING DAYS TO COMPLETE ENTIRE PROJECT = 30 WORKING DAYS
(CONTRACTOR TO SPECIFY)

NOTE TO CONTRACTOR:

This project is being funded through a grant from the Fort Bend County Community Development Block Grant Program. Based on available construction funds, a portion of the water line may be deleted or added to, depending upon the final construction bids received. The unit prices specified in the bid proposal will be used to increase or decrease the total contract amount.

Total amounts bid for TOTAL BASE BID AND ALTERNATE BID include all costs, commissions, overhead, permits, and payments required and necessary for the complete work as specified.

I/We acknowledge receipt of the addenda listed below and the total bid price has been adjusted accordingly.

1. *1 Rec'd 8/17/15 
2. _____

In submitting the Bid, I/We do so with the understanding that all Contract Documents, drawings, Specifications and Addenda are completely understood and that there is no doubt as to the intent and scope of the work to be accomplished.

If I/We are notified of the acceptance of this bid, I/We will:

- (a) Furnish Payment and Performance Bonds in accordance with approved forms, to be paid by me/us for the proper completion of the work as specified and in the time allotted, the said bonds to be issued for one hundred percent (100%) of the amount of the total contract sums. Said Bonds shall conform to the laws of Texas.
- (b) Furnish a construction schedule satisfactory to Owner within ten (10) days after written notice to proceed.

It is agreed that, in the event the undersigned fails to enter into such contract and furnish such bonds within the time and in the manner required, the bidder will forfeit to Owner, as liquidated damages, the bank certified check, cashier's check, or bidder's bond, as provided in the specifications.

I/We agree and understand that Owner reserves the right to accept or reject any or all bids and/or to accept any bid or combination of bids considered advantageous.

DATE: 8/19/2015

BIDDER: Scout Construction Services LLC
Company's Name

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

BY: [Signature]
Signature

George Scoular
Printed or Typed Name

President
Title

BY: [Signature]

15821 Fm 529 #116
Street Address

NAME: Lucy Lambertson

Houston, TX 77095
City, State & Zip Code

TITLE: Office Manager

281 955 8375
Area Code and Phone Number

RESOLUTION NO. R-1982

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, SIGNIFYING ITS INTENT FOR PARTICIPATION IN A PROJECT REGARDING RAILROAD CROSSINGS AND DIRECTIONAL HORNS AND/OR QUIET ZONES, BY AND AMONG THE CITY OF ROSENBERG, THE CITY OF RICHMOND, FORT BEND COUNTY, TEXAS, AND THE HENDERSON-WESSENDORFF FOUNDATION.

* * * * *

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

Section 1. The City Council of the City of Rosenberg hereby signifies its intent for participation in a project regarding railroad crossings and directional horns and/or quiet zones, by and among the City of Rosenberg, the City of Richmond, Fort Bend County, and the Henderson-Wessendorff Foundation.

Section 2. The City Council of the City of Rosenberg hereby authorizes the expenditure of funds for the City of Rosenberg portion of the consultant fees necessary to design and estimate construction costs for the directional horns and/or quiet zones in an amount not to exceed \$100,000.

PASSED, APPROVED, AND RESOLVED this 18th day of August 2015.



ATTEST:

Linda Cernosek
Linda Cernosek, CITY SECRETARY

APPROVED:

Cynthia A. McConathy
Cynthia A. McConathy, MAYOR

RESOLUTION NO. R-1997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016.

* * * * *

WHEREAS, the City staff of the City of Rosenberg has identified its priorities for Capital Improvement Projects; and,

WHEREAS, the City Manager has recommended twenty-three (23) Capital Improvement Projects to be addressed in FY2016; and,

WHEREAS, the FY2016 Budget will include funding for the majority of the recommended Capital Improvement Projects and recommendations for funding other projects; now, therefore,

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

Section 1. City Council hereby approves the FY2016 Capital Improvements Plan for the City of Rosenberg which is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 17th day of July 2015.

ATTEST:


Linda Cernosek, **City Secretary**

APPROVED:


Cynthia McConathy, **Mayor**



FY2016 CAPITAL IMPROVEMENT PROJECTS

GENERAL/STREETS AND DRAINAGE PROJECTS

1. Airport Avenue – Phase Two
2. Avenue C Connector from 8th Street to River Road
3. Bamore Road Connector to I-69
4. Bryan Road
5. Dry Creek Drainage Improvements
6. FM 2218 from I-69 to State Highway 36 (TxDOT)
7. Old Richmond Road/Jennetta Street and Avenue F Drainage
8. Railroad Quiet Zones
9. Sidewalks – Replace/Removal of Existing
10. Spacek Road Improvements – Phase Two
11. State Highway 36 from I-69 to FM2218 (TxDOT)
12. Traffic Signal at Reading Road and Town Center Boulevard
13. Traffic Signal for Reading Road at Spacek Road
14. US Highway 59/I-69 Expansion from FM 762 to Beasley (TxDOT)

WATER AND WASTEWATER PROJECTS

Alternate Water Projects (GRP):

15. A Meyer Road/Benton Road/Rohan Road Waterline Extensions/Oversizing (GRP)
16. Chloramine Conversion System (GRP)
17. FM 2977 Water Storage Tank (GRP)
18. Water Plant No. 8 (GRP)

Other Water and Wastewater Projects:

19. North Side Water Improvements – Phase Three
20. Spacek Road Sewer Lift Station
21. Spacek Road Sewer Line
22. Utility Adjustments for I-69 Improvement Project (TxDOT)
23. WWTP 1A Collection System – Phase Two

\$0.216258 for the purpose of paying the accruing interest and to provide a sinking fund for the payment of the indebtedness of the City be approved. The motion carried by a unanimous vote.

Action: Councilor Euton made a motion, seconded by Councilor Barta, that the property tax rate be adopted at a tax rate of \$0.470000 per \$100 valuation, and to adopt Ordinance No. 2015-27, with an amendment to section 4 correcting the date from 2015 to 2016. The motion carried by a unanimous vote.

4. CONSIDERATION OF AND ACTION ON RATIFICATION OF ADOPTION OF A BUDGET THAT WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS YEAR DUE TO AN INCREASE IN NEW DEVELOPMENT.

Executive Summary: In accordance with the requirements of Section 102.007 of the Texas Local Government Code, the City Council is required to have a separate vote to ratify the adoption of a Budget that will require raising more revenue from property taxes than in the previous year. The City Council plans to adopt a tax rate of \$0.47 per \$100, which is less than the effective rate and the rollback rate. Therefore according to Truth-in-Taxation, the City Council is not adopting a tax increase. However, due to the amount of new development, there will be an increase in the amount of taxable property and the City anticipates the collection of more property tax revenue than in the previous year. The 2015-2016 Budget as adopted also anticipates this increase.

In order to ratify the adoption of a Budget that will raise more revenues from property taxes than the previous year, it will be necessary for City Council to indicate such ratification with the following motion:

Motion: I move to ratify the adoption of the 2015-2016 Budget that will require raising more revenue from property taxes than in the previous year due to the increase in new development.

Key Discussion Points: Joyce Vasut read the Executive Summary.

Action: Councilor Pena made a motion, seconded by Councilor Wallingford, to ratify the adoption of the 2015-2016 Budget that will require raising more revenue from property taxes than in the previous year due to the increase in new development.

The motion carried by a vote of 6 to 1 as follows: Yeses: Mayor McConathy, Councilors Barta, Pena, Euton, Wallingford, and Moses. No: Councilor Benton.

5. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-2029, A RESOLUTION AWARDED BID NO. 2015-07 FOR CONSTRUCTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT RELATED TO CONSTRUCTION SERVICES FOR THE NORTH SIDE WATERLINE IMPROVEMENTS PHASE II; AND, PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.

Executive Summary: Proposals were received on Wednesday, August 19, 2015, for Phase II of the Community Development Block Grant (CDBG) waterline improvements. The bids were opened and tabulated as indicated on the Bid Summary included in the agenda packet. A total of nine (9) bids were received.

Staff recommends Bid No. 2015-07 be awarded to Scohil Construction Services, LLC, for the Base Bid amount of \$ 179,760.00 and Alternate Bid No.1 in the amount of \$ 63,520.00, for a total amount of \$ 243,280.00 with a term of thirty (30) working days. The attached correspondence from Kelly R. Kaluza & Associates, Inc., recommends same. Should the bid be awarded as recommended, the Scohil Construction proposal will be attached and will serve as Exhibit "A" to Resolution No. R-2029.

CDBG funding of \$210,000.00 has been provided for this project; \$39,900.00 is provided for engineering reimbursement and \$170,100.00 is provided for construction. The City would

provide local matching funds in the amount of \$73,180.00 to fully fund the remaining construction cost that is above the grant amount. The City had budgeted \$61,000.00 for the local matching funds; therefore, a budget adjustment in the amount of \$12,180.00 will be presented at a future meeting.

Staff recommends approval of Resolution No. R-2029 which will award Bid No. 2015-07 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Project.

Key Discussion Points: John Maresh, Assistant City Manager of Public Services, read the Executive Summary, and explained that Scohil Construction Services is already in Rosenberg working on Avenues H and I, which is why their total working days are significantly lower than the other bidders. Mr. Maresh stated his confidence that Scohil can meet that schedule, and Larence Turner with Kelly Kaluza Engineering reiterated his confidence that the contractor can complete the job in the 30 day time period as bid.

Action: Councilor Pena made a motion, seconded by Councilor Benton, to approve Resolution No. R-2029, a Resolution awarding Bid No. 2015-07 for construction of the Community Development Block Grant (CDBG) Project related to construction services for the North Side Waterline Improvements Phase II; and, providing authorization for 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.

6. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-2017, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY AND THE FORT BEND SUBSIDENCE DISTRICT REGARDING PARTICIPATION AS A SPONSOR IN THE WATER CONSERVATION EDUCATION PROGRAM.

Executive Summary: The City of Rosenberg has participated in the Fort Bend Subsidence District (District) Water Conservation Education (Learning to be Water Wise) Program (Program) annually since FY2006-2007. Per the correspondence from Mr. Mike Turco, General Manager, the District is preparing for FY2015-2016 and has provided an Interlocal Agreement to formalize the City's continued sponsorship of the Program. This Agreement, attached to Resolution No. R-2017 as Exhibit "A", will require renewal on an annual basis. The proposed FY2016 Budget Water/Wastewater Fund 514 includes a \$20,000 appropriation for said purpose. This is the same dollar amount as the current FY2014-2015 Budget.

The City receives a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each student, at a cost of \$35.40 per student. Each Certificate of Deposit can be held for up to 20 years after the issuance date. These water conservation credits are a valuable asset that can be used by the City to help meet the District's 30% groundwater reduction requirement, or they can be sold to other public or private entities that must also comply with the groundwater reduction requirement. Based on the current construction schedule to begin taking delivery of treated surface water from the Brazosport Water Authority, staff does anticipate having to use said credits to help meet the 30% groundwater reduction requirement effective on October 01, 2016.

Staff recommends approval of Resolution No. R-2017 as presented.

Key Discussion Points: John Maresh read the Executive Summary, and members of Council expressed their favor of this credit.

Action: Councilor Euton made a motion, seconded by Councilor Benton, to approve Resolution No. R-2017, a Resolution authorizing the City Manager to execute, for and on behalf of the City, an Interlocal Agreement by and between the City and the Fort Bend Subsidence District regarding participation as a sponsor in the Water Conservation Education Program. The motion carried by a unanimous vote.

property and to add the aforementioned real property to Community Park, with said property being described as Lots 4-7, Block 2, that portion of 3rd Street (80-foot wide) between Block 2 and Block 3, north of and adjacent to Avenue A, Lots 1-9, Block 3 that certain 20-foot wide alley within Block 3, that portion of 4th Street (80-foot wide) between Block 3 and 4, north of and adjacent to Avenue A, Lots 1-3, Block 4, and that certain 20-foot wide alley within Block 4, Lots 11-20, Block 11, and that portion of Avenue A (80-foot wide) north of and adjacent to, Lot 11, Block 11, City of Rosenberg Townsite, according to a map or plat thereof recorded in Volume P, Page 146, Deed Records, Fort Bend County, Texas, including any accreted property between said property; and, containing other provisions relating to the subject. The motion carried by a unanimous vote.

6. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1982, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A LETTER OF INTENT FOR PARTICIPATION IN A PROJECT REGARDING RAILROAD CROSSINGS AND DIRECTIONAL HORNS AND/OR QUIET ZONES, BY AND AMONG THE CITY OF ROSENBERG, THE CITY OF RICHMOND, AND FORT BEND COUNTY, TEXAS.

Executive Summary: City Council previously discussed the Letter of Intent submitted by Fort Bend County Precinct 1 Commissioner Richard Morrison during the May 26, 2015 City Council Workshop. Commissioner Morrison was unable to attend the Workshop due to an unexpected emergency; therefore, City Council requested the item be placed onto the next Agenda for continued discussion.

During the Workshop discussion, staff did point out that signing the Letter of Intent would obligate the City to fund a portion of the consultant fees necessary to design and estimate construction costs for the directional horns and/or quiet zones. Included in the packet is a Wayside Horn Implementation Proposal provided by Commissioner Morrison's office. The proposal includes consultant fees, construction cost and on-going insurance/maintenance cost estimates. Commissioner Morrison subsequently provided the Engineering Cost sheet (included in the agenda packet) which identifies the total fee amount for the crossings along with the proposed cost allocation per entity. Should City Council choose to support the Project, sample correspondence to notify affected commercial property owners of a proposed special assessment levy has also been provided for review. The Commissioner is scheduled to present the Project proposal to City Council.

Resolution No. R-1982 does include a provision authorizing the expenditure of funds for said purpose in an amount not to exceed, which has not yet been determined. If Resolution No. R-1982 is approved to authorize the City Manager to execute the Letter of Intent, a dollar amount will need to be included, or the provision may be deleted from the Resolution. If approved, a subsequent budget adjustment will also be required.

City Council action on Resolution No. R-1982 will authorize the City Manager to execute the Letter of Intent, included as Exhibit "A", and provide staff with the direction necessary to proceed.

Key Discussion Points: John Maresh, Assistant City Manager of Public Services, read the Executive Summary and introduced Fort Bend County Precinct 1 Commissioner Richard Morrison, who gave a presentation regarding the wayside horns. After discussion, the general consensus of Council was in support of the Resolution, amended to include an amount not to exceed \$100,000, an added contingency on participation by the City of Richmond, Fort Bend County, and the Henderson-Wessendorff Foundation, and the deletion of references to the Letter of Intent (Section 3). Further, the consensus of Council was to exclude the West Fort Bend Management District from any contracts and future maintenance in Rosenberg.

Action: Mayor McConathy made a motion, seconded by Councilor Pena, to approve Resolution No. R-1982, a Resolution authorizing the City Manager to execute, for and on

behalf of the City signifying its intent for participation in a project regarding railroad crossings and directional horns and/or quiet zones, by and among the City of Rosenberg, the City of Richmond, Fort Bend County, Texas, and the Henderson-Wessendorff Foundation, in an amount not to exceed \$100,000. The motion carried by a unanimous vote.

7. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-2018, A RESOLUTION AUTHORIZING THE CITY MANAGER AND/OR MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A STANDARD UTILITY AGREEMENT, AND ANY REVISIONS THEREOF, BY AND BETWEEN THE CITY AND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR WATER AND SANITARY SEWER UTILITY LINE RELOCATIONS NECESSITATED BY THE U.S. HWY 59/I-69 EXPANSION PROJECT.
Executive Summary: The Texas Department of Transportation (TxDOT) U.S. Hwy 59/I-69 Expansion Project has created numerous conflicts with existing City water and sanitary sewer utility lines. The utility lines must be relocated in order to eliminate the conflicts. This Standard Utility Agreement (Agreement) specifically addresses the remaining segments of water and sanitary sewer lines that will have to be relocated between Reading Road and FM 762. City Council previously approved similar Agreements on September 02, 2014 (Resolution Nos. R-1852 and R-1853) for utility relocations located between Spur 10 and Reading Road. Please note that Resolution Nos. R-1852 and R-1853 have been included without Exhibit "A" due to their size. Should City Council wish to review either Resolution Nos. R-1852 or R-1853 in their entirety, both are available in the City Secretary's office.

Due to the short timeline, TxDOT did contract with an outside engineering firm to prepare the construction plans on behalf of the City. The plans were fully reviewed and approved by City staff. TxDOT is also including the water and sanitary sewer utility line relocation work as a part of the TxDOT road construction contract. By doing so, the TxDOT Contractor assumes full responsibility for scheduling the work and the City does not have to assume the risk of monetary penalties if a delay were to occur in meeting the relocation deadline. This Agreement, attached as Exhibit "A" to Resolution No. R-2018, specifies that TxDOT will fully fund/reimburse the City for all eligible costs associated with the relocation, including engineering and construction costs. The Agreement will also provide reimbursement to the City for expenses associated with both staff and consultant time spent for tasks such as plan reviews, construction inspections and attending TxDOT meetings directly associated with the Project. Staff would also note that said Agreement and attached exhibits may require minor revisions or clarifications during the TxDOT review and approval process.

Staff recommends approval of Resolution No. R-2018 as presented.

Key Discussion Points: John Maresh read the Executive Summary. The project is estimated to take about three and a half years.

Action: Councilor Barta made a motion, seconded by Councilor Euton, to approve Resolution No. R-2018, a Resolution authorizing the City Manager and/or Mayor to execute, for and on behalf of the City, a Standard Utility Agreement, and any revisions thereof, by and between the City and Texas Department of Transportation (TxDOT) for water and sanitary sewer utility line relocations necessitated by the U.S. Hwy 59/I-69 Expansion Project. The motion carried by a unanimous vote.

8. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-2025, A RESOLUTION AWARDED BID NO. 2015-11 FOR LIME SUBGRADE STABILIZATION, WAIVING INFORMALITIES IN BIDDING; 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: The list of streets for the proposed FY2015 Street Overlay and Reconstruction Project was presented to City Council during the March 24, 2015 Workshop, and was approved on April 07, 2015. The Priority Project List is included in the supporting documentation for this item. The cost estimate for the recommended streets included is

included in the proposed FY2016 Budget. Staff recommends approval of Resolution No. R-1996.

Key Discussion Points: Joyce Vasut read the Executive Summary and explained that passing this Resolution does not mean that all of the projects will be funded; rather, it gives staff a priority list for guidance when trying to fund as many of the projects as possible. Ms. Vasut requested clarification from Council regarding their wishes with the Firewall, which Council stated is a priority to fund prior to a technology audit, along with ticket writers, if possible.

Action: Councilor Euton made a motion, seconded by Councilor Moses, to approve Resolution No. R-1996, a Resolution approving FY2016 Budget Priorities. The motion carried by a unanimous vote.

12. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1997, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2016.**

Executive Summary: During the FY2016 Budget process, staff reviewed the current Capital Improvement Plan (CIP) and is recommending that a total of twenty-three (23) projects be addressed in FY2016. Exhibit "A" to Resolution No. R-1997 lists the twenty-three (23) individual projects. The Planning Commission met on May 20, 2015, and also recommended approval of the projects proposed for the FY2016 CIP. These projects were also presented to City Council at the June 23, 2015 City Council Workshop.

Existing funding is available for eleven (11) of the Capital Projects. Three (3) projects can be funded using General Fund Balance which will require a budget adjustment at a future meeting. The Railroad Quiet Zones Project is awaiting additional costing information before funding can be determined.

There are several remaining Capital Projects which are not completely funded. Funding for these projects may include the issuance of Certificates of Obligation, as follows:

- **Issue Certificates of Obligation – November 2015 - \$4,915,200
(to be paid with Subsidence Fees)**
 - Chloramine Conversion System (GRP) - \$376,200
 - Water Plant No. 8 (GRP) - \$4,539,000

- **Issue Certificates of Obligation – November 2015 - \$5,000,000
(to be paid with Water/Wastewater fees)**
 - WWTP 1A Collection System (Phase Two) - \$5,000,000

- **Issue Certificates of Obligation - March 2016 - \$5,612,000**
 - Bryan Road – \$2,300,000
 - Spacek Road Improvements - Phase II – \$312,000
 - Old Richmond Road/Jennetta Street and Avenue F Drainage - \$3,000,000

- **Issue Certificates of Obligation – March 2016 - \$4,317,000
(to be paid with Water/Wastewater fees)**
 - Spacek Road Sewer Lift Station - \$2,617,000
 - Spacek Road Sewer Line - \$1,700,000

The actual details regarding the issuance of Certificates of Obligation, including the dollar amounts and timing of the issues, will be analyzed and strategized during the first quarter of FY2016 to determine the best options for the City.

Approval of Resolution No. R-1997 will establish the City's FY2016 Capital Improvements Plan and allow for the projects to be properly included in the proposed FY2016 Budget. Staff recommends approval of Resolution No. R-1997.

Key Discussion Points: Joyce Vasut read the Executive Summary.

Action: Councilor Euton made a motion, seconded by Councilor Barta, to approve Resolution No. R-1997, a Resolution approving Capital Improvement Plan priorities for FY2016. The motion carried by a unanimous vote.

13. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1998, A RESOLUTION APPROVING CAPITAL IMPROVEMENT PLAN PRIORITIES FOR FY2017 THROUGH FY2020.**

Executive Summary: Pursuant to the City Charter which requires a five-year Capital Improvement Plan (CIP), staff has prepared a proposed schedule for Capital Projects in FY2017, FY2018, FY2019 and FY2020. The development of the CIP for FY2017 to FY2020 is based on several factors, including but not limited to:

- Unfunded Mandates (Fort Bend Subsidence District, TCEQ)
- Liability/Risk Management including noncompliance violations which subject the City to monetary fines, penalties and/or enforcement actions
- Protect the health, safety and welfare of the citizens and the environment
- Opportunities to leverage City funds with Fort Bend County Mobility Bond Funds or grant funds
- Quality of life/growth including City parks and City facilities

The proposed FY2017-FY2020 CIP is attached to Resolution No. R-1998 as Exhibit "A". Staff recommends approval of Resolution No. R-1998.

Key Discussion Points: Joyce Vasut read the Executive Summary. This list is a fluid document as serves as a general outline of future needs.

Action: Councilor Barta made a motion, seconded by Councilor Moses, to approve Resolution No. R-1998, a Resolution approving Capital Improvement Plan priorities for FY2017 to FY2020. The motion carried by a unanimous vote.

14. ***This item was considered at the beginning of the Agenda as item 2a.***

CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1994, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A CONTRACT EXTENSION, BY AND BETWEEN THE CITY AND PATILLO, BROWN AND HILL, LLP, FOR THE PROVISION OF PROFESSIONAL AUDIT SERVICES FOR FISCAL YEARS ENDING SEPTEMBER 30, 2015, AND SEPTEMBER 30, 2016.

15. **HOLD EXECUTIVE SESSION TO DELIBERATE THE EMPLOYMENT, EVALUATION, OR DUTIES OF THE CITY MANAGER PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE.**

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

An Executive Session was held to deliberate the employment, evaluation, or duties of the City Manager pursuant to Section 551.074 of the Texas Government Code.

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

Mayor McConathy adjourned the Executive Session and reconvened into Regular Session at 9:25 p.m.

17. **ANNOUNCEMENTS.**

- Effective July 21, Announcements will be moved to the beginning of the Agenda.
- Rosenberg Police Explorers are conducting a competition on July 18, 2015 at Terry High School, and are need of volunteers.

18. **ADJOURNMENT.**

There being no further business, Mayor McConathy adjourned the meeting at 9:28 p.m.


Linda Cernosek, TRMC, City Secretary



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
10	Resolution No. R-2015 - Mosquito Control Services Bid Award

ITEM/MOTION

Consideration of and action on Resolution No. R-2015, a Resolution awarding Bid No. 2015-14 for Mosquito Control Services; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

FINANCIAL SUMMARY

Annualized Dollars:

One-time
 Recurring
 N/A

Budgeted:

Yes No N/A

Source of Funds:

101-1941-530-5710

ELECTION DISTRICT

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

SUPPORTING DOCUMENTS:

1. Bid Summary
2. Cypress Creek Pest Control Proposal
3. Resolution No. R-2015

MUD #: N/A

APPROVALS

Submitted by:

Jeff Trinker
 Executive Director of
 Support Services

Reviewed by:

Exec. Director 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

With Bid No. 2015-14, the City of Rosenberg requested written quotes for Mosquito Control Services from seven (7) contractors (and posted the bid in the newspaper) and received one (1) response and written quote.

A summary of the bids is attached for review. Cypress Creek Pest Control, Inc., submitted the only bid in the amount of \$32,050 which includes complete spray cycles of streets located in the City Limits. Other, less common, services were bid on an "as-needed" basis. Cypress Creek Pest Control, Inc., has satisfactorily performed these services for the City since 2009.

Staff recommends approval of Resolution No. R-2015, awarding Bid No. 2015-14 to Cypress Creek Pest Control, Inc., in the amount of \$32,050 for Mosquito Control Services for a one (1) year term; and, authorizing the City Manager to negotiate and execute all required documentation. Should City Council award this bid to Cypress Creek Pest Control, the proposal will be added to Resolution No. R-2015 to serve as Exhibit "A".

BID SUMMARY
Bid No. 2015-14
MOSQUITO CONTROL SERVICES

BID NO.	COMPANY	TOTAL BASE BID (FY2015-2016)	OPTIONAL EXTENSION (FY2016-2017)
1.	Cypress Creek Pest Control P.O. Box 690548 Houston, TX 77069	\$32,050.00	\$32,250.00

BIDDER INFORMATION

FULL LEGAL FIRM/COMPANY NAME: Cyness Creek Pest Control, Inc.
BUSINESS STREET ADDRESS: 8722 Rockmore Drive Houston, Tx. 77064
BUSINESS MAILING ADDRESS: P.O. Box 690548 Houston, Tx. 77269
BUSINESS TELEPHONE NUMBER: (281) 469-2679
AFTER HOURS/SUPERVISOR TELEPHONE NUMBER: (281) 222-0006
BUSINESS FAX NUMBER: (281) 469-4720
EMAIL ADDRESS: NOBUGS@CYNESSEKPESTCONTROL.COM
COUNTY: Harris MINORITY OWNED?: NO #OF EMPLOYEES 52

CORPORATION: PARTNERSHIP: PROPRIETORSHIP: L.L.C. L.L.P.
YEAR EST. 1968 NO. OF YEARS IN BUSINESS 48 FEDERAL ID NO. 74-2032886
NATURE OF BUSINESS: Pest Control / Mosquito Control

PRINCIPALS:
NAME: Zach Ivey TITLE: President
NAME: Suzanne Ivey TITLE: Vice President

BANK REFERENCE: Wells Fargo

NAME OF BANK OFFICER: Tom

ADDRESS / CITY / STATE / ZIP: 6600 Km 1960 West
Houston, Tx. 77069
PHONE NO: (281) 444-4400

BIDDER CERTIFICATION

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

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

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

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY:

Cypress Creek Pest Control, Inc.

AGENTS NAME:

LEE HUTSON

AGENTS TITLE:

Vice President

MAILING ADDRESS:

P.O. Box 690548

CITY, STATE, ZIP:

Houston, TX. 77269

AUTHORIZED SIGNATURE:



DATE OF BID:

AUGUST 19, 2015

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES 58



↓
TEXAS DEPARTMENT OF AGRICULTURE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474

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

www.tda.state.tx.us

SPCS BUSINESS LICENSE

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

CYPRESS CREEK PEST CONTROL INC
8722 ROCKMORE
HOUSTON TX 77064

TDA TPCL No. : 0567700

SPCB TPCL : 2052

Issue Date : 10/31/2014

Expiration Date : 10/31/2015

↓ THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES 201



↓
TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474

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

www.tda.state.tx.us

SPCS BUSINESS LICENSE

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

CYPRESS CREEK MOSQUITO CONTROL, LLC
14608 HERITAGE DR
MAGNOLIA TX 77354

TDA TPCL No. : 0667952

SPCB TPCL : NA

Issue Date : 03/31/2015

Expiration Date : 03/31/2016

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

OFFICE USE ONLY

Date Received

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

CYPRESS CREEK PEST CONTROL, INC.

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

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

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

CITY OF ROSENBERG
Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

4



Signature of person doing business with the governmental entity

AUGUST 17, 2015
Date

BIDDER CUSTOMER / CLIENT REFERENCES

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

1. COMPANY NAME: City of Sugar Land, TX.
ADDRESS: 2700 Town Center Blvd, North
CITY / STATE / ZIP: Sugar Land, TX. 77479
PHONE NO: (281) 275-2481
LENGTH OF CONTRACT: 12 YEARS
NAME OF CONTACT: HENRY VAVRECKA

2. COMPANY NAME: City of Missouri City, TX.
ADDRESS: 1522 Texas Parkway
CITY / STATE / ZIP: Missouri City, TX. 77489
PHONE NO: (281) 403-8626
LENGTH OF CONTRACT: 10 YEARS
NAME OF CONTACT: ALFONSO GUERRERO

3. COMPANY NAME: City of Tomball, TX.
ADDRESS: 401 Market
CITY / STATE / ZIP: Tomball, TX. 77375
PHONE NO: (281) 321-2570, (281) 290-1425
LENGTH OF CONTRACT: 23 YEARS
NAME OF CONTACT: SANDRA MARTIN

Contractor's Information Report

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

Work Plan

Please list all equipment and support equipment:

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

CYPRESS CREEK PEST CONTROL, INC. WILL COMPLETE EACH
SPRAY CYCLE COVERING ALL STREETS WITHIN THE CITY OF ROSENBERG
UTILIZING LATE MODEL CHEVY TRUCKS EQUIPPED WITH CUSTOM BUILT U.L.V.
COURTIG MOSQUITO SPRAYERS BUILT BY C.P.C. ALL TREATMENTS WILL BE
PERFORMED AT A FLOW RATE OF 40 GPM., AT A SPEED NOT TO EXCEED
12 MPH. EACH SPRAY CYCLE WILL BE COMPLETED IN ONE NIGHT
UTILIZING 2 TRUCKS. ALL TECHNICIANS ARE LICENSED WITH TDA.
EACH C.P.C. SERVICE TRUCK IS EQUIPPED WITH G.P.S.
TRACKING AND REPORTING SYSTEMS.

Provide a copy of Texas Department of Agriculture Business Registration:

SEE NEXT PAGE

Quote Worksheet

Completed written quotes for **Mosquito Control Services** must be received by the Executive Director of Support Services, Jeff Trinker, of the City of Rosenberg, at 2110 4th Street, Rosenberg, Texas 77471, or by email to jefft@ci.rosenberg.tx.us. Written quotes will be accepted until **10:00 a.m., on Wednesday, August 19, 2015**. For questions regarding bid specifications, please call 832-595-3310.

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

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

DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	TOTAL PRICE 2015-2016	OPTIONAL ONE-YEAR EXTENSION 2016-2017
1. Complete Spraying Cycle One application of mosquito control chemicals on each and every street (approximately 167.9 street miles) within the City of Rosenberg provided by the Contractor on a lump sum basis to ensure complete coverage.	30	Each	\$ <u>1075.00</u>	\$ <u>32250</u>	\$ <u>32250</u>
2. Special Request Spraying Application of mosquito control chemicals in specific areas as requested by the City and provided by the Contractor on an hourly basis.	15	Hours	\$ <u>85</u> per hour	\$ <u>1275</u>	\$ <u>1275</u>
3. Larvicide Pellets	10	Lbs	\$ <u>32</u>	\$ <u>320</u>	\$ <u>320</u>
			Total Bid Amount	\$ <u>33845</u>	\$ <u>33845</u>
Alternate Bid: Thermal fogging of storm drains at Seabourne Creek Sports Complex in specific areas and designated times as requested by the City and provided by the Contractor.	8	Each	\$ <u>25</u>	\$ <u>200</u>	\$ <u>200</u>

ACCEPTANCE OF WRITTEN QUOTES:

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

DATE: August 17, 2015
BIDDER: CYPRESS CREEK PEST CONTROL, INC.

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

BY: [Signature]
NAME: Zach Ivey
TITLE: President



Company's Name

BY: [Signature]
Signature
E. LEE HUTSON
Printed or Typed Name
8722 Rockmore Drive
Street Address
Houston, TX. 77064
City, State & Zip Code
(281) 469-2679
Area Code and Phone

RESOLUTION NO. R-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARING BID NO. 2015-14 FOR MOSQUITO CONTROL SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2015-14 to _____, in the amount of \$_____ for Mosquito Control Services.

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

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Amanda J. Barta, **Mayor Pro Tem**



CITY COUNCIL COMMUNICATION

September 15, 2015

ITEM #	ITEM TITLE
11	Resolution No. R-2016 - Janitorial Services Bid Award

ITEM/MOTION

Consideration of and action on Resolution No. R-2016, a Resolution awarding Bid No. 2015-15 for Janitorial Services; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, a General Services Contract related thereto, and/or all necessary documentation regarding same.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

Yes No N/A

Source of Funds:

101-1800-510-5715

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

SUPPORTING DOCUMENTS:

1. Bid Summary Form
2. JE Associates Proposal – Provided under separate cover
3. American Facility Services Proposal – Provided under separate cover
4. Ambassador Cleaning Services Proposal – Provided under separate cover
5. Resolution No. R-2016

MUD #: N/A

APPROVALS

Submitted by:

Jeff Trinker
Executive Director of
Support Services

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

On July 5, 2015, a request for quotes for Janitorial Services was published in the newspaper. Staff also distributed the contract specifications to thirty-one (31) vendors on the City's janitorial vendor list. On Wednesday, August 19, 2015, bids were received and opened for the City of Rosenberg (City) Janitorial Services Contract. A total of ten (10) bids were received, with six (6) of them complete (addendum acknowledged and bid bond provided).

A summary of the bids is attached for review. JE Associates submitted the lowest base total bid in the amount of \$43,746.32. This bid is approximately 20% lower than the second lowest complete bid and about \$4,000 less than the lowest bid in 2013, when the bid specs included only four (4) buildings instead of five (5). This amount is an outlier in comparison to the other bids and has caused staff to question whether the services could be satisfactorily provided at the bid price. The second lowest complete bid was submitted by American Facility Services for a total bid of \$53,627. This company is based in the Atlanta area and the contract manager would be located in Austin. Given these distances, staff is concerned about the level of supervision and attention this contract would receive. The third lowest total bid was submitted by Ambassador Cleaning Services for \$61,385. This firm is based in Houston and already has other nearby clients, including the Richmond branch of Wharton County Junior College. For City Council's review and consideration, the proposals from JE Associates, American Facility Services, and Ambassador Cleaning Services have been provided under separate cover along with the technical specifications for this Contract.

Due to the concerns noted above, staff recommends awarding Bid No. 2015-15 to Ambassador Cleaning Services, in the total amount of \$61,385 for the Janitorial Services Contract for a one (1) year term; and, authorizing the City Manager to negotiate and execute all required documentation. Should City Council award this bid as recommended, the proposal will be attached to Resolution No. R-2016 as Exhibit "A".

BID SUMMARY
Bid No. 2015-15
JANITORIAL SERVICES FOR THE CITY OF ROSENBERG

BID NO.	COMPANY	TOTAL BASE BID	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3	TOTAL BID WITH ALTERNATE ITEMS
1.	JE Associates	\$41,671.32	\$825.00	\$750.00	\$500.00	\$43,746.32
2.	American Facility Services	\$48,147.00	\$3,000.00	\$1,600.00	\$880.00	\$53,627.00
3.	Ambassador Cleaning Services	\$59,280.00	\$895.00	\$795.00	\$415.00	\$61,385.00
4.	Claron Building Maintenance	\$58,440.00	\$1,500.00	\$1,000.00	\$700.00	\$61,640.00
5.	Hospitality Cleaning Solutions	\$66,933.09	\$800.00	\$1,237.74	\$442.26	\$69,413.09
6.	C&S Janitorial	\$71,160.00	\$1,195.00	\$995.00	\$695.00	\$74,045.00

RESOLUTION NO. R-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARDED BID NO. 2015-15 FOR JANITORIAL SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A GENERAL SERVICES CONTRACT RELATED THERETO, AND/OR ALL NECESSARY DOCUMENTATION REGARDING SAME.

* * * * *

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

Section 1. The approval and award of Bid No. 2015-15 to _____, in the amount of \$_____ for Janitorial Services.

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

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

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

ATTEST:

APPROVED:

Linda Cernosek, **City Secretary**

Amanda J. Barta, **Mayor Pro Tem**

ITEM 12

Hold Executive Session to consult with City Attorney on pending or contemplated litigation, namely Texas Department of Transportation v. Rosenberg condemnation proceedings, pursuant to Section 551.071 of the Texas Government Code.

ITEM 13

Adjourn Executive Session, reconvene into Regular Session, and take action as necessary as a result of Executive Session.

ITEM 14

Adjournment.