

## **NOTICE OF CITY COUNCIL WORKSHOP MEETING**

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

**DATE:** Tuesday, September 30, 2014

**TIME:** 6:30 p.m.

**PLACE:** Rosenberg City Hall  
City Hall Council Chamber  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

**PURPOSE:** City Council Workshop Meeting, agenda as follows:

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

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

Call to order: City Hall Council Chamber

### **AGENDA**

1. Hear and discuss a presentation by Kendig Keast Collaborative regarding the Comprehensive Plan Update Project, and take action as necessary to direct staff. (Travis Tanner, Executive Director of Community Development)
2. Review and discuss City's *Insider* newsletter, and take action as necessary to direct staff. (William Benton, Councilor, At Large Position One)
3. Review and discuss a proposal to add 1.5 acres of City-owned property to Community Park, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
4. Review and discuss Fort Bend Green's Brazos River Recreation Master Plan, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
5. Hold Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney pursuant to Section 551.074 of the Texas Government Code.
6. Adjourn Executive Session, and reconvene into Workshop Session.
7. Adjournment.

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2014, at \_\_\_\_\_m.,

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

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

\_\_\_\_\_  
Approved for Posting:  
Robert Gracia, City Manager

\_\_\_\_\_  
Approved:  
Cynthia McConathy, Mayor Pro Tem

**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.**



# CITY COUNCIL COMMUNICATION

## September 30, 2014

<b>ITEM #</b>	<b>ITEM TITLE</b>
1	<b>Comprehensive Plan Issues and Needs Discussion</b>
<b>ITEM/MOTION</b>	
Hear and discuss a presentation by Kendig Keast Collaborative regarding the Comprehensive Plan Update Project, and take action as necessary to direct staff.	
<b>FINANCIAL SUMMARY</b>	<b>ELECTION DISTRICT</b>

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

1. Kendig Keast Collaborative Memorandum – 09-17-14
2. Resolution No. R-1787 – 08-05-14
3. City Council Meeting Minute Excerpt – 08-05-14

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

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

**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*  
 Robert Gracia  
 City Manager

**EXECUTIVE SUMMARY**

The Professional Services Agreement for the Comprehensive Plan, approved under Resolution No. R-1787 on August 05, 2014, includes an "Issues and Needs Workshop" for the consultant to provide an orientation to the comprehensive planning process to City Council and to obtain early input and set direction and priorities for the planning effort. This item has been placed on the Agenda per the Agreement to obtain input from City Council. Attached for reference is a memorandum from Kendig Keast Collaborative regarding the workshop and overall process.

## MEMORANDUM

**Date:** September 17, 2014  
**To:** Mayor and City Council, City of Rosenberg, TX  
**From:** Aaron Tuley, AICP, Project Manager  
Christian F. Lentz, AICP, Deputy Project Manager  
**Subject:** Issues and Needs Workshop (Rosenberg Comprehensive Plan)

Kendig Keast Collaborative (KKC) has initiated work on the City of Rosenberg’s comprehensive plan update. As you are aware your comprehensive plan document is intended to serve as the City’s formal policy on how it manages growth, development, and community character; and includes an associated work program by which the City would initiate its recommendations. The 12 month planning program for which you have partnered with KKC will be the first update of your long-range growth and development policies since 1995.

**We will be meeting with you on Tuesday, September 30**, during your scheduled workshop to: **A)** Discuss the components of the Rosenberg comprehensive plan; **B)** Orient you to the comprehensive planning process; and, **C)** Learn your perspectives on how Rosenberg can absorb new growth in a fiscally efficient, economically sound, and aesthetically appealing manner. The program for this “Issues and Needs Workshop” will include an overview presentation provided by KKC, followed by a series of questions soliciting your opinions on the City’s preferred growth scenarios.

We anticipate needing between 45 minutes and 1 hour of your time.

The Issues and Needs Workshop is part of a larger effort to solicit public input during the initial stages of the City comprehensive planning process. During the week of September 29 through October 3, we are also meeting with local business, financial, and non-profit stakeholders in a series of informal small-group listening sessions. Our meeting with you will be followed over the subsequent weeks with an initial comprehensive planning meeting with the Rosenberg Planning Commission, and a community workshop (scheduled for October 9).

We look forward to meeting you on September 30, any welcome any comments or questions in advance.

Respectfully submitted,  
KENDIG KEAST COLLABORATIVE  
Digital

[www.kendigkeast.com](http://www.kendigkeast.com)

RESOLUTION NO. R-1787

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 PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND KENDIG KEAST COLLABORATIVE FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$91,860.

\* \* \* \* \*

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

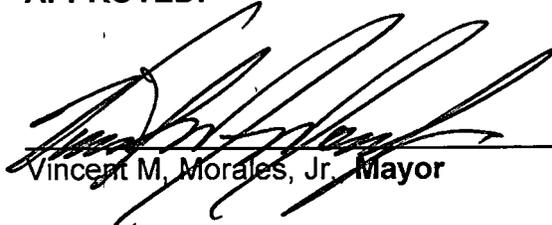
Section 1. The City Manager is hereby authorized to execute a Professional Services Agreement (Agreement), by and between the City of Rosenberg, Texas, and Kendig Keast Collaborative for professional planning services related to the Comprehensive Plan. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

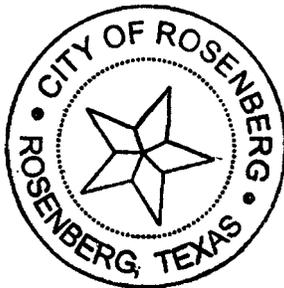
PASSED, APPROVED, AND RESOLVED this 5<sup>th</sup> day of August 2014.

ATTEST:

  
Linda Cernosek, City Secretary

APPROVED:

  
Vincent M. Morales, Jr., Mayor



**PROFESSIONAL SERVICES AGREEMENT**

**COMPREHENSIVE PLAN  
for  
ROSENBERG, TEXAS**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

KNOW BY THESE PRESENTS:

This Agreement made this \_\_\_\_ day of July, 2014, by and between the City of Rosenberg, Texas, acting by and through Robert Gracia, City Manager, hereinafter referred to as the "CLIENT," and Kendig Keast Collaborative, an Illinois Corporation, acting by and through its President, Mr. Bret C. Keast, with an office located at 1415 Highway 6 South, Suite A-300, Sugar Land, Texas, 77478, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement.

**ARTICLE I  
CONSULTANT**

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

**ARTICLE II  
SCOPE OF SERVICES**

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the Comprehensive Plan as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CLIENT shall have the option to obtain the services of the CONSULTANT to perform Additional Services. Such Additional Services needs will be documented in a progress report, and then authorized through a written Amendment to this Agreement. As agreed mutually by the CLIENT and the CONSULTANT, Additional Services that are described in a written Amendment to this Agreement shall include a description of the additional work, associated compensation, and time schedule, as applicable. By way of

illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:

- (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;
- (b) Requested additional trips other than the number identified in the Scope of Services and project schedule;
- (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
- (e) Requested additional deliverables (e.g., executive summary) or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports and maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
- (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CLIENT as outlined in the Scope of Services;
- (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
- (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CLIENT has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget;
- (i) Requested incorporation of substantive revisions into the draft or final plan document which have arisen since the plan, ordinance, document, maps or other materials delivered to the CLIENT were originally prepared; and
- (j) Other related or unrelated professional planning services that may be requested by the CLIENT.

Any services requested or made necessary by CLIENT and provided by CONSULTANT that are not in the CONSULTANT's determination within the Scope of Services are considered Additional Services. Any time Additional Services needs are identified in a progress report, an effort will be made to determine if it is possible to amend the Scope of Services in a manner that eliminates or minimizes any increase in the total cost of the project, subject to written consent of CLIENT. Otherwise a written amendment to this Agreement will be prepared for CLIENT authorization of Additional Services that will increase the total cost of the project.

### **ARTICLE III** **CONSULTANT PERSONNEL**

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be

employees of or have any contractual relationship with the CLIENT.

- 3.2 The CONSULTANT may contract with Subconsultants for portions of the work or services under this Agreement with the prior written approval of the CLIENT. Any work or services subcontracted hereunder shall be specified by a written Agreement and shall be subject to the provisions of this Agreement.

#### **ARTICLE IV** **SUPPORT SERVICES**

- 4.1 The CLIENT agrees to provide the CONSULTANT with support services, that are readily available, during conduct of the services listed in Article II, Scope of Services. Support services will include the services described in Exhibit "B" – Support Services, which is attached and made a part of this Agreement. Support services that are not provided by the CLIENT may warrant a contract amendment and be subject to additional compensations as set out in Article VI, Compensation to Consultant.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CLIENT that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CLIENT for use by the CONSULTANT.
- 4.3 The CLIENT shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CLIENT within a timeframe specified in Exhibit "A" Scope of Services and/or in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CLIENT agrees to provide the CONSULTANT with support services, that are readily available, needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings as described in Article II, Scope of Services. The CONSULTANT will advise and coordinate with the CLIENT to accomplish these support services.
- 4.5 In the event CLIENT fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated by CLIENT in the same manner as, and shall be considered to be, Additional Services.

#### **ARTICLE V** **TIME OF PERFORMANCE**

- 5.1 The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CLIENT.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within twelve (12) months from receipt of written Authorization to Proceed by the CLIENT, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;

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

- 5.3 The completion schedule set forth in Paragraph 5.2 may be subject to causes that result in delay over which neither the CONSULTANT nor the CLIENT has any control. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CLIENT's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

**ARTICLE VI**  
**COMPENSATION TO CONSULTANT**

- 6.1 The CLIENT shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CLIENT shall pay to the CONSULTANT on a basis of reimbursement of Actual Costs Incurred ("ACI") in an amount not-to-exceed **ninety-one thousand eight hundred and sixty dollars (\$91,860.00)**. ACI includes salary costs, overhead, direct expenses, and profit. The maximum ACI amount may be modified pursuant to Article X, Changes or Termination, in the event of increased cost, change in the Scope of Services, an extension of time beyond that specified in paragraph 5.2, or an increase or decrease in the complexity or character of the work. In addition to ACI, CLIENT agrees to compensate CONSULTANT for any Additional Services, as authorized in writing in accordance with paragraph 2.2. Such Additional Services or expenses shall be invoiced separately by CONSULTANT and paid by CLIENT upon receipt of billing for such services. Such payments shall be in addition to and have no bearing on the above ACI not-to-exceed amount. Payment later than 30 days shall include interest at 1-1/2 percent per month from the date the CONSULTANT receives confirmation of CLIENT receipt of the invoice until the date CONSULTANT receives payment. Such interest is due and payable when the overdue payment is made and is in addition to the above stated total contract amount.
- 6.2 Payment shall be made by the CLIENT upon receipt of a statement from CONSULTANT. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice. Each invoice is due and payable by the CLIENT upon receipt by the CLIENT, subject to the terms of paragraph 6.1.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CLIENT, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. In such event, CLIENT shall comply with the provisions of Paragraph 10.4 below. The CLIENT's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

**ARTICLE VII**  
**PRODUCT OF SERVICES, COPYRIGHT**

- 7.1 The CONSULTANT and the CLIENT mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the CLIENT. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CLIENT with the number of copies of reports as shown in Article II, Scope of Services.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

**ARTICLE VIII**  
**PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT**

- 8.1 No employee, agent, or member of the local public body of the CLIENT shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof, except as allowed in Section 3.1 of this Agreement.

**ARTICLE IX**  
**CERTIFICATIONS OF CONSULTANT**

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

**ARTICLE X**  
**CHANGES OR TERMINATION**

- 10.1 Except as expressly described above regarding Additional Services, this Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CLIENT may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:

- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
- (b) Right of the CLIENT to Terminate for Convenience - This Agreement may also be terminated by the CLIENT for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by fax or registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.

10.4 Upon receipt of a notice of termination under any of the conditions under Paragraphs 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CLIENT and which cannot reasonably be refunded to CONSULTANT, all of which CLIENT agrees to pay upon receipt of said Final Statement. Data and study products prepared by the CONSULTANT and paid for by CLIENT under this Agreement shall be delivered to the CLIENT if requested.

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

#### ARTICLE XI CONFIDENTIALITY

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

#### ARTICLE XII INSPECTION OF RECORDS

12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and

such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.

- 12.2 Any time during normal business hours and as requested by the CLIENT, the CONSULTANT shall make available to the CLIENT for examination all of its project records with respect to all matters covered by this Agreement and will allow the CLIENT to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Sugar Land, Texas, and copies will be available upon request in a timely manner in this office for audit purposes to the CLIENT or its authorized representative.

### **ARTICLE XIII INSURANCE**

13.1 Insurance

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

Workmen's Compensation: Statutory

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

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

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

Umbrella Liability: \$1,000,000.00

### **ARTICLE XIV MISCELLANEOUS PROVISIONS**

- 14.1 Neither the CLIENT nor the CONSULTANT shall be required to perform any term, condition, or covenant of this AGREEMENT while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CLIENT or the CONSULTANT that by the exercise of due diligence the CLIENT or the CONSULTANT is unable, wholly or in part, to prevent or overcome and supersedes all prior agreements and

understanding between CLIENT and CONSULTANT concerning the subject matter of this Agreement.

14.2 This Agreement constitutes the entire agreement between the CLIENT and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

14.3 The CLIENT and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Texas. Any legal dispute between the parties shall be resolved in the following manner:

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within ten days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include: (a) a statement of each party's position and a summary of the evidence and arguments supporting its position; and (b) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within twenty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the controversy or claim has not been resolved within thirty days of the meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.

If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures, parties are free to bring their claim in a court of law. Venue for all actions brought pursuant to this agreement is in Fort Bend County, Texas; and all parties consent to Fort Bend County, Texas, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.

14.4 If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

14.5 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CLIENT: Robert Gracia, City Manager  
City of Rosenberg  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

CONSULTANT: Bret C. Keast, President  
Kendig Keast Collaborative  
1415 Highway 6 South, Suite A-300  
Sugar Land, Texas 77478

- 14.6 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 14.7 The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CLIENT thereto. Provided however, that claims for money by the CONSULTANT from the CLIENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CLIENT.
- 14.8 Successors and Assigns: The CLIENT and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information: The CONSULTANT, at such times and in such forms as the CLIENT may require, shall furnish the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CLIENT, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or

enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

- 14.14 State or Federal Laws. This Agreement is performed in Rosenberg, Texas, and is subject to all applicable Federal and State laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.
- 14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.
- 14.16 Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

\* \* \* \* \*

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR ROSENBERG:

FOR KENDIG KEAST COLLABORATIVE:

By: \_\_\_\_\_  
Robert Gracia  
City Manager

By: \_\_\_\_\_  
Bret C. Keast, AICP  
President

ATTEST:

\_\_\_\_\_

## **Exhibit "A"**

### **Scope of Services**

Under contract to the **City of Rosenberg**, Kendig Keast Collaborative (KKC) will provide professional community planning services to assist the City in updating its Comprehensive Plan for guiding the long-range development and enhancement of the community. KKC will build upon and coordinate with other recent and concurrent planning efforts and studies to complete these tasks.

KKC's project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Support Services of the City outlined in Exhibit "B" to the Professional Services Agreement to make the best use of the available consultant budget. The City's Project Director will manage the overall process and direct the consultant team in performing the project services. The consultant team will coordinate with other agencies and entities, as needed, in conjunction with the City.

#### **PROJECT ADMINISTRATION AND MANAGEMENT**

KKC will complete project management activities in coordination with the City's Project Director to ensure schedule adherence, cost control and quality assurance. These activities will include:

- A **project kick-off meeting** with key City staff, via an online WebEx video or teleconference (following receipt of written Notice to Proceed from the City), to recap the scope of services and discuss detailed schedule, data/information needs and other project logistics. KKC will then **meet with City staff for project planning and coordination discussions on each scheduled visit** to the City. Discussions on the emerging plan content and overall direction will also occur during visits, as time permits, and will be supplemented by scheduled teleconferences and WebEx video or teleconferences to allow for more in-depth staff-consultant interaction.
- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status and document significant work accomplished and activities scheduled for the next progress report period, as well as note any difficulties encountered and steps taken to address them.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus adequate time for City review/approval of deliverables.
- Frequent **communication and coordination with the City's Project Director** by email, WebEx video or teleconferences, and written correspondence, as appropriate.

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#### **PHASE 1 – INITIATION, BACKGROUND AND COMMUNITY OUTREACH**

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##### **TASK 1 – Existing Information Assessment**

KKC will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, both from the City and other sources.

### Task Activities

1. Provide City staff a checklist of typical resource items for a comprehensive planning effort, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid City decision-making. Then coordinate with staff to determine which items will be available for the project.
2. Coordinate with City staff to identify key project contacts and relevant agencies and entities (e.g., Central Fort Bend Chamber Alliance, West Fort Bend Management District, Rosenberg Development Corporation, and Texas Department of Transportation).

### **TASK 2 – Community Background**

KKC will compile and assess a base of information on Rosenberg’s history and setting, and existing conditions and outlook, focusing especially on key influences that will shape the community’s future. This will provide background and assumptions to support needs assessment and long-range planning decisions throughout the comprehensive planning process.

### Task Activities

1. Conduct a review and evaluation of the City’s current planning documents and other relevant materials to understand the past and recent history of community planning efforts in Rosenberg and West Fort Bend County, and the key opportunities and challenges facing the community.
2. Identify action items in previous plans that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations, or other factors.
3. Document and consider relevant regional factors, plans and projects that will influence the community over the 20-year planning horizon.
4. Complete an initial review of the City’s existing development policies, regulations, incentives, and other factors influencing the area’s development and redevelopment potential and practices.
5. Compile a summary of key indicators, from the latest available Census data and other sources, to illustrate historical, current and projected conditions, trends and context relevant to elements of the Comprehensive Plan (e.g., demographics, economy and labor force, land use and development, transportation and commuting, infrastructure, public services and facilities, housing, etc.).
6. Prepare a set of population projections, in five-year increments through the plan horizon year (2035), and work toward consensus on the most likely future population range that should be assumed for the new Comprehensive Plan (recognizing that such projections must be monitored and revisited year by year as actual trends unfold). Also take into account projections included in other City plans and studies and forecasts produced by regional, state, and national entities, including the Houston-Galveston Area Council and U.S. Census Bureau.

## Deliverables

- **Community Overview component** to be incorporated into Chapter 1, *Introduction*, of the Comprehensive Plan and will summarize the previously mentioned task activities. Through narrative discussion and associated charts and graphics, this overview will summarize indicators, capture population projections, and highlight key planning considerations emerging from KKC's initial background studies and leadership and community involvement activities, which will also help to focus later task work. The overview is also intended to avoid duplication of existing "community profile" reports and similar data compilations already available through local sources and/or websites (which will be cited as resources for obtaining more detailed community data).

## **TASK 3 – Community Engagement**

KKC will coordinate with City staff to plan and facilitate a series of outreach activities intended to engage the community's public and private leadership, as well as residents, business owners, property owners, local organizations and others interested in setting strategic priorities for the city's future. Necessary coordination with other external agencies and organizations will also be initiated early on and throughout the process as needed for individual plan elements. The overall program will be designed to make the community aware of the comprehensive planning process and provide opportunities throughout to offer input and ideas and react to draft plan content and proposals. This approach will also ensure that the resulting plan reflects community values and priorities, and is in line with goals and expectations of the City Council and Planning Commission.

### Task Activities

1. Facilitate an initial, informal **Issues and Needs Workshop** involving members of City Council, Planning Commission, and other City boards/commissions, as appropriate. The workshop purpose is partly orientation to the comprehensive planning process, but especially to obtain early input and set direction and priorities for the planning effort. (This workshop will be scheduled in conjunction with the same project visit as the "listening sessions" in the next item.)
2. Coordinate with City staff to arrange and conduct a series of up to four (4) informal, one-hour "**Listening Sessions.**" The sessions should involve a mix of residents, business and property owners, public officials, developers/builders/realtors, representatives of community organizations, and others as appropriate (e.g., high school age youth) to discuss their hopes, concerns and priorities for the city's future. Each session should involve no more than 15-18 persons to ensure effective dialogue, meaning that approximately 60-72 persons could potentially be engaged through this activity.
3. Coordinate with City staff to arrange and facilitate a "**big picture**" outreach **Community Workshop** intended for broad public participation. The workshop will be scheduled to occur during the initial community engagement phase, on the same day as the small group Listening Sessions and the first Advisory Committee meeting.

The workshop will be a two-hour event held in the evening. The workshop will begin with a common presentation for all attendees, followed by break-out sessions for more area-specific discussions and engagement activities. The focus for the workshop will be:

- Community Workshop - Vision and Principles: Participants will contribute to the crafting of a new vision and the underlying principles for key elements of the Comprehensive Plan update, including land use and character, transportation, and implementation. The workshops will include visioning and other exercises to build consensus around clarification of issues, resolution of conflicts, and orientation to and guidance for subsequent chapters.
4. **Conduct four (4) meetings with a broadly representative Comprehensive Plan Advisory Committee.** These meetings will be used in part to present individual plan elements and seek comments and direction from the committee. The draft plan elements will be sent to the committee members in advance of each meeting to give them ample time for review and preparation for the meetings.

The Advisory Committee should be comprised of approximately 15-20 individuals (with representatives of various other agencies and organizations invited to attend as relevant topics are considered). The Advisory Committee will be charged with reviewing individual plan elements and entering into discussion and debate on all plan assumptions, themes and concepts and an eventual action agenda. The Advisory Committee should include several members of the Planning Commission, and at least one member of City Council to serve as a liaison on the committee throughout the process.

KKC will conduct the first meeting with the Advisory Committee on the same day as the small group Listening Sessions, and the Community Workshop. The second Advisory Committee meeting will be scheduled to present Comprehensive Plan Chapters 1, *Introduction*, and 2, *Land Use and Character*. The third Advisory Committee meeting will be focused on Chapter 3, *Transportation* and the development of the Thoroughfare Plan. The fourth and final Advisory Committee will be scheduled in conjunction with Comprehensive Plan Chapter 4, *Implementation*.

5. In conjunction with the second meeting of the Advisory Committee, KKC will provide an **interim briefing to the City Council**, to inform Council members of the project status and to ensure the plan is consistent with their expectations and policy direction.
6. KKC will attend **one (1) Planning Commission public hearing** as outlined under Phase 3, *Plan Finalization and Adoption*.

#### Deliverables

- Suggested agenda items along with handouts and/or presentation materials, as appropriate, for each scheduled meeting and outreach activity.

#### **TASK 4 - MindMixer**

A Virtual Town Hall site would be established to solicit on-line and mobile community engagement. Using inputs from the stakeholder listening sessions, technical interviews, and guidance from staff, the virtual town hall would be organized to respond to the unique planning considerations of Rosenberg. These topic areas would create a safe, easy-to-use environment for people to participate, at their convenience, from their computer or mobile phone. Online controls and screening processes are built into the site to ensure a safe user experience, and to filter inappropriate content so it is not on display to the public. Unlike a traditional "survey," the virtual town hall allows for continuous participation and interaction throughout the entirety of the plan development process.

The site would also be used as an avenue to solicit general comments, ideas, and suggestions, which would supplement that gained through small group and face-to-face interviews that are conducted by the consultant team. MindMixer would be also be used to test ideas as to the City's policies and the support for different implementation approaches. For instance, this could extract insight as to the community's attitudes about quality development, growth management, regulatory controls, etc.

This feedback will influence the overall direction of the draft Comprehensive Plan and, in particular, its recommended programs and initiatives, as well as implementation priorities to be highlighted in the plan through final review and deliberation by City Council.

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## **PHASE 2 – PLAN DEVELOPMENT**

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### **TASK 5 – Vision, Principles and Preferences**

Upon transitioning from the initial community engagement activities into the plan development phase, KKC will prepare a list of draft Guiding Principles for consideration by the Comprehensive Plan Advisory Committee (CPAC) during its first meeting. These principles will set the stage for more detailed analyses when drafting each plan element. Each element will include a set of goals and strategies followed by detailed action recommendations. The action items are designed to help the community achieve its expressed goals in accordance with the broader guiding principles.

#### Deliverables

- **CPAC Meeting 1 Guiding Principles.**
- **Chapter 1, *Introduction***, with pertinent introductory and background information about the planning process and resulting new document, and incorporating the Community Overview component and demographic projections drafted through Task 2, *Community Background*, the results of the Task 3, *Issues and Needs Workshop* and small-group Listening Sessions.

### **TASK 6 – Land Use and Character**

Through this plan element, KKC will document the City's intent and policy regarding how growth and new development will be accommodated, consistent with other fiscal and community considerations – including efficient utilization of land, utility infrastructure, and roadway networks – to achieve and maintain a desired community form and character. This will include review and analysis of existing plans and studies regarding utilities infrastructure, including capacities and planning-level improvement needs to support and sustain desired growth and redevelopment. The consultant team will also assess the capacity of the City's public safety services to accommodate ongoing growth and enlarged service areas.

#### Task Activities

1. Prepare a summary narrative describing existing utility infrastructure (water, wastewater, storm drainage), any facility or service issues or deficiencies, and the future outlook, anticipated needs, and programmed improvements. This will be drawn from recent/ongoing plans and studies and discussions with City staff and any other service providers in the area.

Also highlight implications for the city's growth and development patterns, and likely demand for utility extension into areas not currently served.

2. Review demographic and socioeconomic data to project land use demands and implications for public facilities and infrastructure services.
3. Assess opportunities for and constraints to future development, infill development and redevelopment based upon significant land uses, use and property ownership patterns, the transportation network, infrastructure and public service capacity and availability, and environmental factors. Identify and quantify the areas available, most suitable, and preferred for new growth and targeted reinvestment, taking into account the general fiscal implications of alternative growth patterns.
4. Provide an overview of the quality, character and condition of Rosenberg's housing stock and neighborhoods.
5. Assess the City's public safety services; review current/planned service provision and anticipated staffing and facility needs to accommodate future growth.
6. Draft policies regarding the appropriate siting, design and functionality of future community facilities. Also highlight opportunities to locate and integrate such facilities in strategic investment areas (e.g., downtown, key corridors) or other prime locations that would complement economic development and/or other community objectives.
7. Document existing and emerging land use conflicts, compatibility and transition needs, and issues of community design. Prepare recommendations to protect and preserve valued natural, historic and scenic resources; the desired character of vacant tracts, infill sites, and properties warranting redevelopment; development compatibility; and other applicable development objectives.
8. Draft general aesthetic improvement / enhancement guidelines, and policies for implementation, particularly as it relates to community identity and a sense of place (e.g., enhanced signage and wayfinding, urban design standards, etc.) and how it would apply to special districts within the City, and corridors, such as the management, redevelopment and enhancement of Avenues H & I and State Highway 36.

#### Deliverables

- **Chapter 2, *Land Use and Character***, will establish the necessary policy guidance for making decisions about the compatibility of individual developments within the context of the larger community. This chapter will summarize the previously mentioned task activities, including but not limited to, the condition of the City's utilities infrastructure, the City's public safety services quality, and the general character and condition of Rosenberg's housing stock and neighborhoods. This chapter will also provide a set of strategies to ensure the City's overall design and image distinguishes Rosenberg from nearby communities which may be competing for residents and businesses. General guidelines and implementation policies for enhanced signage, wayfinding, and urban design standards for the management, redevelopment and enhancement of Avenues H & I and State Highway 36 will be included within this chapter.
- **Growth and Development Plan**, will serve as the City's "growth map" for directing development, preserving valued areas and lands, and protecting the integrity of

neighborhoods, while also safeguarding and enhancing community character and aesthetics. The development of the Growth and Development Plan will be coordinated with the updating of the Thoroughfare Plan, developed in conjunction with Chapter 3, *Transportation*, as well as the City's policies and plans for new development and infill, annexation, and infrastructure investments and upgrades.

## **TASK 7 – Transportation**

The consultant team will focus on policies and strategies designed to ensure orderly development and improvement of the area transportation system, considering not only facilities for automobiles but other modes of transportation as well. This includes “complete streets” considerations for pedestrian and bicycle circulation and safety, existing and future public transportation needs, and freight movement in and through the community (including truck traffic and railroad corridors). This task will be closely coordinated with planning associated with Chapter 2, *Land Use and Character* and preparation of the Growth and Development Plan to evaluate the impacts of different transportation investment decisions on future development and community character. The City's current Thoroughfare Plan will also be reviewed to ensure adequate preservation of rights-of-way concurrent with new development.

### Task Activities

1. Review available data, studies and plans regarding the existing transportation system and specific facilities/services (including freight movement and public transit), and current and projected roadway and traffic conditions and improvement needs.
2. Perform existing conditions analyses of the major street system to evaluate traffic safety, as well as the capacity, level of service (LOS), necessary rights-of-way and facility cross sections, continuity, and connectivity of the existing and planned thoroughfare system. Also evaluate planned transportation improvements for their potential impacts on the city's growth and land use patterns.
3. Evaluate the City's current Thoroughfare Plan to identify any warranted adjustments or additions necessary to implement and ensure consistency with the Growth and Development Plan and other City growth policies. Update the Thoroughfare Plan map to identify the general alignments of rights-of-way for future thoroughfares throughout the City limits and planning area, planned locations of interchanges and major intersections, and cross sections for varying roadway classifications. This will include consideration of how multi-modal improvements are accommodated within rights-of-way, especially to support pedestrian and bicycle circulation and future transit services and utilization through a “complete streets” approach.
4. Draft policies to ensure consideration of vehicular and bicycle/pedestrian circulation needs in conjunction with future growth and land use planning, especially where major trip generators are involved. This will include review of the existing Parks Master Plan and other relevant plans, and evaluation of existing bicycle/pedestrian networks and facilities to identify gaps and improvement needs.
5. Determine the need for better management of property access along major roadways to protect traffic-carrying capacity and improve safety, as well as the need to “calm” traffic within neighborhoods and other pedestrian-oriented areas.

6. Assess the outlook for public transit services in the area.

#### Deliverables

- **Chapter 3, *Transportation***, will summarize the previously mentioned task activities, including the evaluation of traffic safety, capacity, and level of service (LOS), continuity, and connectivity of the existing and planned thoroughfare system. Vehicular and bicycle/pedestrian circulation policies related to future growth and land use planning, access management and traffic calming, will accompany the narrative.
- Updated **Thoroughfare Plan map**.

#### **TASK 8 – Implementation**

KKC will utilize the recommendations of the individual plan elements to consolidate an overall strategy for executing the updated Comprehensive Plan, particularly for the highest-priority initiatives that will be first on the community's action agenda. This plan element will also outline crucial procedures for monitoring and revisiting the plan policies and action priorities every year, and for completing future plan updates at appropriate milestones. These processes provide an essential "feedback loop" into the City's long-range planning and strategic decision-making, leading to necessary plan adjustments based on implementation successes and challenges and ongoing changes in physical, economic and social conditions in the community and region.

#### Task Activities

1. Coordinate with City staff to compile from the various plan elements those action statements that are considered "strategic" in nature so they may be linked to specific implementation tools, strategies and potential funding mechanisms and thereby ensure that the new Comprehensive Plan is a "plan of action."
2. Assess the City's "implementation readiness" and outline a recommended organizational framework to ensure successful implementation of the plan. This will include strategies for staffing, roles of boards and commissions, and linkages between the plan and the City's annual budgeting and capital improvements programming.
3. Embed an annual review and reporting function into the implementation program to provide a means of gauging progress and ensuring accountability.
4. Highlight opportunities for the City to coordinate planning and implementation efforts with other key agencies and entities, with other jurisdictions, where appropriate, and with other private and non-profit partners.
5. Facilitate a joint workshop of the City Council, Planning Commission, and Advisory Committee to provide an overview of the overall draft plan and identify near-term action priorities. Also lead discussion on available, feasible tools for accomplishing priority actions, particularly for steps to be taken immediately within the first six months following plan adoption; anticipated timeframes and assigned responsibility for each priority action item; and, strategies for maintaining community support and awareness – and momentum and energy for plan implementation – beyond plan adoption.

### Deliverables

- **Chapter 4, *Implementation***, will summarize previously mentioned task activities with appropriate tables and illustrations to accompany the narrative. This element will include an action agenda of near-term and longer-range implementation steps; an associated organization and management plan; and, a strategy and schedule for regular plan reviews, amendments, and periodic updates.
- **Revised draft versions of all other plan elements and maps**, in PDF format, for printing and advance distribution by City staff to the joint workshop participants.

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## PHASE 3 – PLAN FINALIZATION AND ADOPTION

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### **TASK 9 – Public and Official Consideration**

Following the joint workshop under Task 8, KKC will coordinate with City staff to compile a final proposed Comprehensive Plan for public hearing and official consideration.

#### Task Activities

1. In coordination with City staff, present highlights of the final proposed plan at a public hearing before the Planning Commission, and assist in responding to public comments and questions, as appropriate. Then proceed into a Commission workshop, immediately after the hearing, to work through revisions the Commission deems necessary before making a recommendation of plan adoption to City Council.

#### Deliverables

- **All elements and maps for the final proposed Comprehensive Plan document (Chapters 1-4)**, in PDF format, for printing, distribution and website posting by City staff prior to the public hearing phase.
- **Itemization of all major revisions** within the final proposed Comprehensive Plan document agreed upon by the Planning Commission before recommending plan adoption to City Council.

### **TASK 10 – Plan Finalization and Summary**

Following plan adoption by City Council, KKC will finalize the Comprehensive Plan document to reflect all further adjustments made through final City Council review and deliberation.

#### Deliverables

- **Three hard copies, full-color original of the final adopted Comprehensive Plan document**, including all maps, illustrations and related attachments (provided in a binder for ease of reference and updating by the City).
- **Electronic files on compact disc** for all elements of the final plan document (in their native format in Microsoft Office Suite or Adobe InDesign, Adobe PDFs, and all map-related files in ESRI-compatible formats).

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## **APPROACH TO DELIVERABLES**

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KKC will provide draft deliverables through each task of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City in Adobe PDF format for ease of file transfer and reproduction and distribution. The PDF versions are also suitable for posting on the City's website. Maps, illustrations and other graphics will be produced in color (unless they are black-and-white line sketches) in a format suitable for display during meetings and at public events/hearings.

Whenever the consultant team submits draft deliverables, it will be the responsibility of the City's Project Director to coordinate, compile and forward in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Director should be included, as needed, on whether and how the consultant team should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, staff-recommended revisions.

The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions may require additional services depending on their nature and the current budget status.

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## **OPTIONAL TASKS**

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The following tasks were identified within KKC's response to RFQ No. 2014-24:

### **Optional Task No. 1: Community Workshop No. 2**

A second community workshop would be convened during the draft plan phase to obtain feedback on the plan's overall direction and potential implementation priorities. Participants would see how their input and interaction since the early stages of the process has come together in an overall draft Comprehensive Plan document. Highlights would be presented, and then attendees would have an opportunity to suggest where implementation efforts and resources should be focused, plus ways to move forward toward achieving near-term priorities that should be reflected in the plan.

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## **ADDITIONAL OR CONTINUING SERVICES**

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During or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further issues research, or otherwise engage consultant team personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by the City Council or City Manager, as appropriate, and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the maximum not-to-exceed amount (and, if necessary, the time of performance) of the original professional services agreement.

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**PROJECT COST**

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Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and expense costs plus professional fee.

Phase 1: Project Startup and Reconnaissance

Project Administration and Management Activities	\$ 3,450
TASK 1 – Existing Information Assessment	\$ 2,090
TASK 2 – Community Background	\$ 5,690
TASK 3 – Community Engagement	\$ 9,185
TASK 4 - MindMixer (site live for three months during early outreach phase)	\$ 6,860

Phase 2: Plan Development

TASK 5 – Vision, Principles and Preferences	\$ 4,400
TASK 6 – Land Use and Character	\$24,462
TASK 7 – Transportation	\$21,668
TASK 8 – Implementation	\$ 9,870

Phase 3: Plan Finalization and Adoption

TASK 9 – Public and Official Consideration	\$ 1,405
TASK 10 – Plan Finalization and Summary	\$ 2,780

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**TOTAL** **\$91,860**

**Optional Tasks:**

1. Community Workshop No. 2	\$ 3,820
<b>Subtotal</b>	<b>\$ 3,820</b>

## Exhibit "B"

### Support Services of City

The City will provide administrative and technical support services to assist the Consultant in performing the Scope of Services described in Exhibit "A." The support services to be provided by the City will include the following types of general services and specific tasks for the work program:

- Identify a single individual as the City's Project Director, who will serve as a primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving both City and Consultant personnel, resources and capabilities.
- Provide all available data, maps, aerial imagery, previous reports/plans/studies, and other information that is available to the City in digital or printed format and is pertinent and necessary for development of each deliverable. *Prompt compilation and delivery of such resource materials to the Consultant is an essential prerequisite for initiation of work and timely progress on various initial study tasks.* The City will reproduce all materials, to the extent feasible, such that they will not require return upon project completion.
- Assist the Consultant in establishing contacts with agencies and organizations for data collection and coordination purposes, except where the Consultant is already known to and has communicated with an agency or organization through previous projects. Based on our experience, it is helpful for City staff to make such entities aware of the project and provide a "heads up" in advance of potential Consultant contacts so the agency or organization recognizes that the Consultant is engaged in a City-sponsored project that will benefit from their input and support.
- Ensure that key City personnel, board/commission members, and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Director, to provide information and referrals and offer opinions, insights, and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with the City Council and other City officials as specified in Exhibit "A," Scope of Services.
- Immediately upon project initiation the City's Project Director will coordinate with the Consultant to transfer spatial data and mapping that the City can make available for the project, including data sets and GIS coverages (and AutoCAD layers, as useful and appropriate) already developed/maintained by the City for its entire planning area or readily available to the City from other sources. *Delay in transferring this data to the Consultant may compromise the overall work program and the schedule of deliverables. Availability of a workable base map and dataset is an essential prerequisite for initiation of work and timely progress on various initial tasks.*
- Reproduce and forward each draft project deliverable submitted by the Consultant (via email) to advisory committee members, key City staff members, and other project participants as appropriate. In addition, each draft deliverable should also be provided to the Planning Commission (if an advisory committee is established) and City Council for courtesy review and discussion as the planning process proceeds. An item should be added to the

Planning Commission and City Council agendas throughout the duration of the project to provide ongoing discussion opportunities for these bodies and to allow for overall direction of the process. City staff will be responsible for providing briefings to the City Council at regular intervals throughout the process, in addition to any Consultant briefings specified in Exhibit "A," Scope of Services.

- Conduct public information activities in conjunction with major public meetings/events and other fitting project milestones. The City will be responsible for news media contacts, preparation and distribution of news releases and any other public information materials, and posting of meeting notices and project information and updates on the City's website.
- Use the City's website to disseminate information and inform, update, and educate the public about the project, including opportunities for ongoing input and interaction through the MindMixer Online Discussion Forum. The Consultant will provide already-completed documents or GIS maps in an Adobe PDF format, which can be easily posted by City staff on the City's website.
- Provide three-ring binders (2-inch size) with section dividers (based on the number of project elements plus some extra tabs for other project materials) for all advisory committee members, involved City officials and staff, and others as needed for purposes of organizing and maintaining project materials throughout the process. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings. The Consultant will provide electronic files of notebook materials for reproduction and distribution by the City.
- Arrange and provide use of public meeting facilities for each scheduled public involvement event and meeting identified in Exhibit "A," Scope of Services, including adequate setup for presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, etc.). The City's support services will include providing public and news media notification of public meetings, preparing sign-in sheets, producing/ mailing/ distributing notices, reproducing agendas and other handout materials, and providing refreshments. The Consultant will be responsible for presentations and preparation of necessary graphic aids for all meetings, including easels, flip pads and markers. The City will also be responsible for inviting members of City boards and commissions and representatives of other key agencies and community organizations to attend public meetings related to the planning process.
- Commit the necessary resources to prepare adequately for, promote citizen participation in, and ensure media coverage of key community involvement events. The City might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support. The City's responsibilities will include securing a meeting location with adequate setup and seating for large gatherings and presentations (PowerPoint projector, sound system, screen or white wall, reduced lighting, extension cords and multi-plug power strips, etc.), distributing promotional posters and/or flyers, distributing any other public information materials, publicizing the event through informal networks and "word of mouth" means, encouraging major businesses and institutions to highlight the event on high-profile marquee signs and message boards (as appropriate), making arrangements for snacks/beverages and "warm-up" entertainment (as appropriate, such as a local school choir or string quartet), providing greeters and City staff or volunteers to staff a sign-in table,

assigning City staff to assist Consultant personnel during any planned small-group break-out sessions, arranging for City officials to welcome attendees and provide brief opening remarks, inviting any guest speakers as needed, arranging one or more door prizes to encourage attendees to stay for the entire event (as appropriate), and reproducing a program/agenda for the event. The Consultant will provide a checklist and other guidance and sample materials based on its experience in conducting and facilitating many similar events in other communities.

- Commit the necessary staff and financial resources to prepare adequately for, promote citizen and leadership participation in, and ensure media coverage of the MindMixer Virtual Town Hall site. The City's responsibilities will include reviewing and approving website content prior to publication at consistent intervals throughout the planning process (as outlined in Exhibit "A," Scope of Services, Task 4); compiling and providing digital photos of key elected/appointed officials and City staff; monitoring website comments regularly in partnership with Consultant staff; distributing promotional posters and/or business cards; publicizing the website through both formal and informal networks as well as "word of mouth" means; encouraging civic organizations and major businesses and institutions to highlight the site through their marketing channels; and arranging for one or more prizes to encourage optimal participation from users. The Consultant will provide a checklist and other guidance and sample materials based on its experience in overseeing similar interactive websites for other communities.
- Consider and act on all deliverables and other interim work items submitted by the Consultant that require City review, comments, or approval within the scheduled timeframes to enable the Consultant to complete the work on schedule. Specific timeframes for such City response will be incorporated into the detailed project schedule cited in Exhibit "A," Scope of Services. Upon receipt of a consolidated list of written comments, the Consultant will provide one round of edits. Any additional edits will be on an Additional Services basis. *Any delays encountered by the Consultant during the project, which are beyond the Consultant's control, will be documented in the monthly progress reports and may delay the delivery of work products and/or the original anticipated completion date of the project.*
- Provide the Consultant written summaries, and copies of any handouts/materials, from all project-related meetings not attended by the Consultant.
- Provide such public notice of meetings and hearings as is required by law or deemed desirable by the City.

**CITY, A DRAINAGE EASEMENT BETWEEN THE CITY OF ROSENBERG AND TESSA HOLDINGS, L.L.C., FOR DRAINAGE FACILITIES TO BE CONSTRUCTED BY THE CITY, GENERALLY LOCATED WEST OF BAMORE ROAD AND ASSOCIATED WITH THE CENTERPOINT LATERAL IMPROVEMENTS PROJECT.**

**Executive Summary:** In order to complete the final phase of the Bamore Road Improvement Project, easements are required to accommodate the construction of an extension of the existing CenterPoint Lateral Drainage Channel. This channel provides the drainage outfall for the improvements to Bamore Road, and drains to Seabourne Creek. A drainage easement has been negotiated with the property owners Tessa Holdings, L.L.C., for this final phase of Bamore Road Improvements.

Staff recommends approval of Resolution No. R-1823, authorizing the Mayor to execute and accept the drainage easement. If approved, the fully executed easement will be attached to the Resolution as Exhibit "A".

- E. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1824, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND ACCEPT, FOR AND ON BEHALF OF THE CITY, A DRAINAGE EASEMENT BETWEEN THE CITY OF ROSENBERG AND TESSA HOLDINGS, L.L.C., FOR DRAINAGE FACILITIES TO BE CONSTRUCTED BY THE CITY, GENERALLY LOCATED WEST OF BAMORE ROAD AND ASSOCIATED WITH THE CENTERPOINT LATERAL IMPROVEMENTS PROJECT.**

**Executive Summary:** In order to complete the final phase of the Bamore Road Improvement Project, easements are required to accommodate the construction of an extension of the existing CenterPoint Lateral Drainage Channel and the storm sewer outfall that will connect from Bamore Road, Phase IV. This particular drainage easement has been negotiated with the property owners, Tessa Holdings, L.L.C., for the storm sewer outfall that will run along the North side of the Encapsulite tract from Bamore Road to the CenterPoint Lateral Drainage Channel.

Staff recommends approval of Resolution No. R-1824, authorizing the Mayor to execute and accept the drainage easement. If approved, the fully executed easement will be attached to the Resolution as Exhibit "A".

- F. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1830, A RESOLUTION ACKNOWLEDGING THE ACQUISITION OF A DRAINAGE EASEMENT MORE PARTICULARLY DESCRIBED AS A 0.30 ACRES TRACT OF LAND IN THE JAMES LOWERY 1/3 LEAGUE, ABSTRACT 275, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, AND ASSOCIATED WITH THE DRY CREEK DRAINAGE IMPROVEMENTS PROJECT.**

**Executive Summary:** Construction plans and bid documents for the regional detention basin control structure near Ricefield Road and the Louise Street box culvert crossing improvements have been completed. The construction bid is scheduled for award by City Council on Tuesday, August 05, 2014. In order to accommodate the proposed drainage improvement project, staff was directed to secure additional drainage easement necessary for the Louise Street crossing.

Resolution No. R-1830 provides for the acknowledgment of the acquisition of a said drainage easement for the Louise Street crossing.

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

**Executive Summary:** As discussed at the May 6 and June 24, 2014 City Council meetings, on February 11, 2014, the Professional Services/Engineering Project Review Committee recommended that Kendig Keast Collaborative be selected to update the City's Comprehensive Plan (Plan). The Plan update is a budgeted project. The Plan was last updated in 1995. Since that time, the City's population has grown by over 50 percent (50%) from 23,000 to approximately 35,000. The rate of growth has increased recently and is expected to continue given the widening of U.S. 59/I-69 and build-out of neighboring communities immediately north of Rosenberg. Therefore, it is critical for the City to plan and determine what infrastructure improvements and development standards are needed to accommodate future growth and development.

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

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

The consultant, Kendig Keast Collaborative, has extensive experience working with communities without zoning, similar to Rosenberg, to implement their plans. The above scope of work will be completed for an amount not to exceed \$91,860, which is well within the budgeted amount of \$100,000. The Professional Services Agreement with Kendig Keast Collaborative is attached to Resolution No. R-1787 as Exhibit "A". At the May 6 meeting, this item was tabled for further discussion at a Workshop. The item was subsequently placed on the June 24 Workshop Agenda for City Council to discuss the scope of the Project going forward. Staff presented additional information and the consultant answered questions posed by City Council. The general consensus of City Council at the time was to move forward with the Project. However, this item was tabled at the July 15, 2014 City Council Meeting. Staff recommends approval of Resolution No. R-1787.

H. **CONSIDERATION OF AND ACTION ON THE 10/20 YEAR WRITE OFF PER TEXAS PROPERTY TAX CODE SECTION 33.05 "LIMITATION ON COLLECTION OF TAXES".**

**Executive Summary:** The Finance staff received correspondence from County Tax Assessor/Collector, Patsy Schultz, requesting acknowledgement of the 10/20 Year Write Off of Property Taxes by the City Council. The total amount that is being written off per the summary is \$3,282.90, and is in accordance with the guidelines set out in the Texas Property Tax Code.

Due to the small amounts involved on these particular properties, they do not receive any attention from the delinquent tax attorneys and sit on the rolls as delinquent until they reach the statutorily determined limitation points. These amounts are taken into account each year since 97% of the total certified valuation is considered collectible and included as projected revenue.

Staff recommends that the City Council acknowledge receipt of the enclosed 10/20 Year Write Off of Property Taxes as presented in the Schultz correspondence dated July 09, 2014.

Mayor Morales stated on Item C the address included in the Agenda Packet was a physical address that is the wrong address. It is a P.O. Box but the rest of the document information is correct. The change in address will be noted in the drainage easement document.

Item G will be moved to the Regular Agenda as Item 2A.

**Action:** Councilor Bolf made a motion, seconded by Councilor Benton to approve Consent Agenda Items A, B, C, D, E, F, H and the changes to Item C as noted. The motion carried by a unanimous vote of those present.

**REGULAR AGENDA**

- 2A. ***This item was previously Item G on the Consent Agenda.***  
**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1787, A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY AND KENDIG KEAST COLLABORATIVE FOR PROFESSIONAL PLANNING SERVICES RELATED TO THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED \$91,860.**  
**Executive Summary:** As discussed at the May 6 and June 24, 2014 City Council meetings, on

February 11, 2014, the Professional Services/Engineering Project Review Committee recommended that Kendig Keast Collaborative be selected to update the City's Comprehensive Plan (Plan). The Plan update is a budgeted project. The Plan was last updated in 1995. Since that time, the City's population has grown by over 50 percent (50%) from 23,000 to approximately 35,000. The rate of growth has increased recently and is expected to continue given the widening of U.S. 59/I-69 and build-out of neighboring communities immediately north of Rosenberg. Therefore, it is critical for the City to plan and determine what infrastructure improvements and development standards are needed to accommodate future growth and development.

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

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

The consultant, Kendig Keast Collaborative, has extensive experience working with communities without zoning, similar to Rosenberg, to implement their plans. The above scope of work will be completed for an amount not to exceed \$91,860, which is well within the budgeted amount of \$100,000. The Professional Services Agreement with Kendig Keast Collaborative is attached to Resolution No. R-1787 as Exhibit "A". At the May 6 meeting, this item was tabled for further discussion at a Workshop. The item was subsequently placed on the June 24 Workshop Agenda for City Council to discuss the scope of the Project going forward. Staff presented additional information and the consultant answered questions posed by City Council. The general consensus of City Council at the time was to move forward with the Project. However, this item was tabled at the July 15, 2014 City Council Meeting. Staff recommends approval of Resolution No. R-1787.

***Key discussion points:***

- Councilor Benton expressed his concern with the item and the value for the cost. Several items and tasks were pointed out as redundant and unnecessary.
- He suggested to Council to table the item at this time.
- Councilor McConathy stated that Travis Tanner, Executive Director of Community Development was not given the opportunity to answer the questions raised by Councilor Benton. She would like to hear answers to those questions before she comments.
- Travis Tanner stated Department Heads will get a copy of the plan and there will be an electronic copy on the City website. We don't have a zoning ordinance and even if the City does not have a zoning ordinance in the future we rely on performance standards in the City. We have a number of those but this plan would look at how to raise the quality of development.
- Councilor McConathy stated the Comprehensive Plan is a guide for any governing body or agency that wants to help in future planning. That is what Houston Galveston Area Council (HGAC) uses it for and a lot of municipalities come to HGAC looking for grants to do these. While she agrees with some items brought up by Councilor Benton she does like the citizen involvement which is not in place now. She would like to see what this consultant comes up with in terms of suggestions for how we as a City can grow in a non-zoned city. It doesn't mean Council has to adopt the whole plan. We can take segments and make them part of our future planning. Council would have to approve anything before it would go forward. Council would use the wisdom of the Planning Commission to get involved in those aspects of recommendation for ordinances. She has some reluctance about approving this but the benefits she sees in the plan would cause her to approve it now.
- Councilor Bolf stated she agrees with items Councilor Benton stated and items Councilor McConathy stated. She does like some of the aspects and some of the information but has some concerns about the consultant getting information from the City and staff. She wants to make sure this Council and future Councils use it and it is implemented.
- Travis Tanner stated they will have to use a lot of our existing GIS information to do this plan and they will have to look at our ordinances to make recommendations in the plan. Staff can send an email with that information.

- Councilor Pena stated he is in favor of a comprehensive plan. We have a lot of growth coming into the City. The \$91,000 is something we spend easily on roads we annex from the County. We are spending money on a lot of things that should have been spent by previous Councils. These things were neglected by previous Councils. They did not have a plan and if they had one, they didn't follow it. It takes an agency to assimilate the information in order to have a good Comprehensive Plan on where you are going. His contention is that we need to spend money if we plan to grow right. We need to look for the positive measures instead of the negative measures of things. We have a good staff and we need to utilize their abilities and knowledge. They are the ones who can tell us what we need to do. He supports the plan.
- Councilor Euton stated she agrees with all the speakers. She does not care for studies and they seem like a waste of money, but by the same token they do assimilate all the information that we have and gives it to us in a usable, concise form as a guide to use. Government is not just one person it is a lot of people. In order to keep people going in the right direction there has to be a plan to look to. It will help us as our City grows and help the City grow in a nice way where businesses and people want to come. Although she does not like spending money on surveys she would have to support this because it is out of date, but from the ordinances we have seen in parking, mobile home and apartments those guides were used in the past to set the standards we have today. She supports this measure.
- Mayor Morales stated a plan is something to work from and to get you to that end result. You have to start with a plan and you have to get input from those individuals involved. A plan is something we need to either implement as is to tweak as we go forward. We have to have a plan to start with and move forward with.

**Action:** Councilor McConathy made a motion, seconded by Councilor Euton to approve Resolution No. R-1787, a Resolution authorizing the City Manager to execute, for and on behalf of the City, a Professional Services Agreement by and between the City and Kendig Keast Collaborative for Professional Planning Services related to the comprehensive plan in an amount not to exceed \$91,860. **The motion carried by a vote of 5 to 1 of those present, as follows: Yeses: Mayor Morales, Councilors McConathy, Pena, Euton and Bolf. No: Councilor Benton.**

2. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1825, A RESOLUTION AWARDED BID NO. 2014-06 FOR CONSTRUCTION OF THE DRY CREEK REGIONAL DETENTION POND PHASE I AND LOUISE STREET DRAINAGE STRUCTURE IMPROVEMENTS PROJECT; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

**Executive Summary:** Bids were received on Wednesday, July 16, 2014, for the Dry Creek Regional Detention Pond Phase I and Louise Street Drainage Structure Improvements Project. A total of five (5) bids were opened and tabulated as indicated on the bid summary form. The Phase I project primarily includes construction of the regional detention basin control structure, located near Ricefield Road and the installation of an additional box culvert at the Dry Creek Louise Street crossing.

Staff recommends Bid No. 2014-06 be awarded to Lonnie Lischka, L.P., for the base bid in the amount of \$495,662.00. The correspondence from Charles Kalkomey, City Engineer, recommends same and was included in the agenda packet. Should the bid be awarded as recommended, the proposal from Lonnie Lischka, L.P., will be attached and serve as Exhibit "A" to Resolution No. R-1825. The contract time is 60 calendar days.

Staff recommends approval of Resolution No. R-1825 which will award Bid No. 2014-06 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Agreement.

**Key discussion points:**

- John Maresh, Assistant City Manager for Public Services read the Executive Summary regarding the item.

**Questions:**

**Q:** What will happen to the dirt pulled out of the detention pool?

**A:** It will be stockpiled and can be purchased by the contractor.

**Q:** What is this project and what will it drain and what are the benefits to the City?

**A:** This is part of the overall drainage plan for Dry Creek. Several years ago the City purchased 90 acres of land off of Ricefield and Benton Roads and sixty to sixty-five acres was to provide detention for



# CITY COUNCIL COMMUNICATION

September 30, 2014

ITEM #	ITEM TITLE
2	Rosenberg <i>Insider</i> Newsletter Discussion
ITEM/MOTION	
Review and discuss City's <i>Insider</i> newsletter, and take action as necessary to direct staff.	
FINANCIAL SUMMARY	ELECTION DISTRICT

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

- 1. None

**MUD #:** N/A

**APPROVALS**

**Submitted by:**

**William Benton/rl**

William Benton  
Councilor, At Large Position One

**Reviewed by:**

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

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

This item has been included to allow for City Council discussion regarding the future publication and content of the Rosenberg *Insider* newsletter.



# CITY COUNCIL COMMUNICATION

## September 30, 2014

ITEM #	ITEM TITLE
3	Community Park Proposal Discussion
<b>ITEM/MOTION</b>	

Review and discuss a proposal to add 1.5 acres of City-owned property to Community Park, and take action as necessary to direct staff.

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

**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

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

1. Map - Community Park and Surrounding Parcels
2. Parks and Recreation Board Meeting Minute Excerpt - 05-22-14

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

Darren McCarthy  
Parks and Recreation  
Director

**Reviewed by:**

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

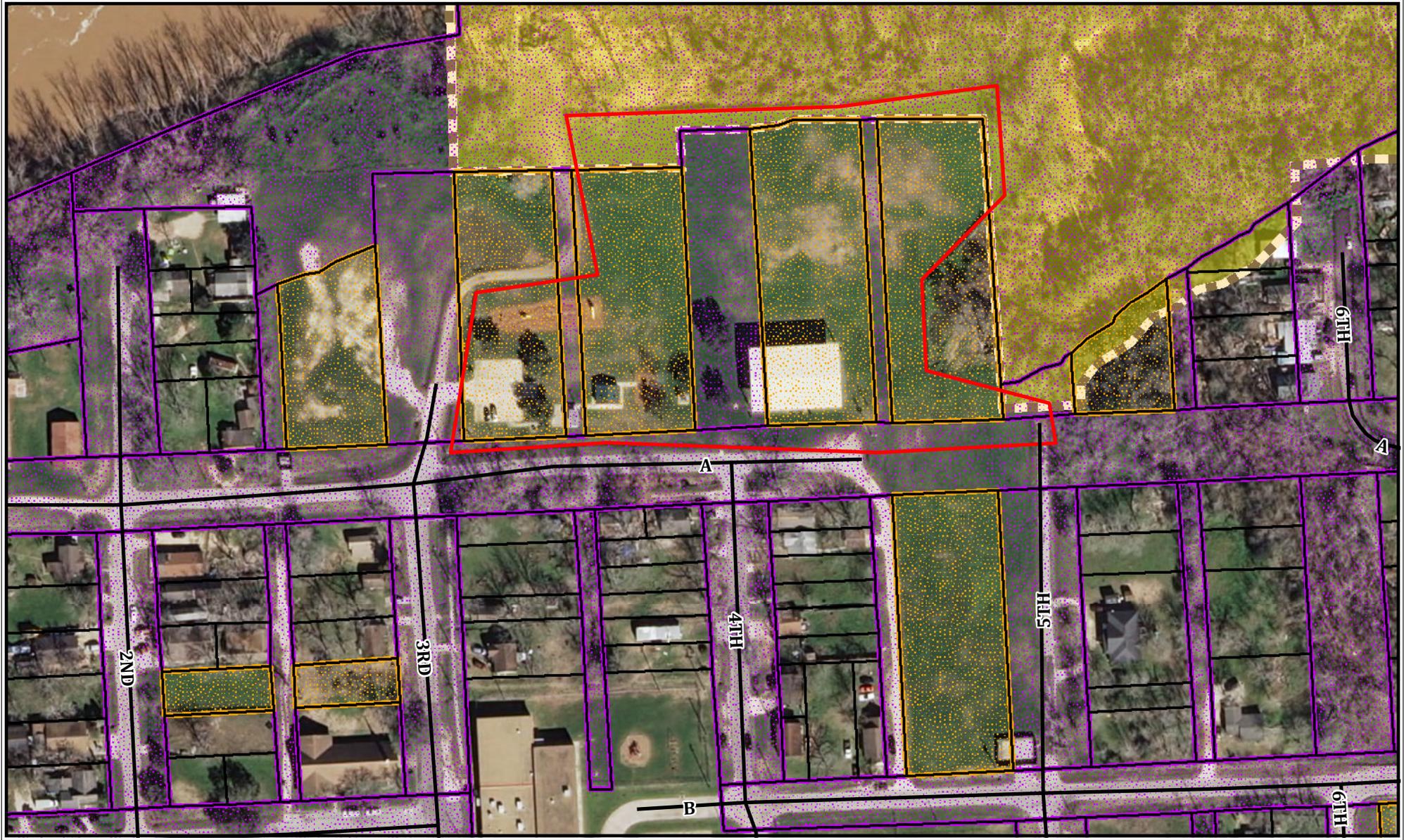
**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

**EXECUTIVE SUMMARY**

At the May 22, 2014 Parks and Recreation Board (Board) Meeting, staff reviewed and discussed a proposal to add 1.5 acres of adjacent City-owned property to Community Park. After a brief discussion, the Board unanimously recommended the addition of 1.5 acres of adjacent City-owned property to Community Park.

Staff has placed this item on the Agenda to receive City Council's input on proceeding with the process of adding 1.5 acres of City-owned property to Community Park.



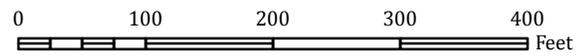
-  Public Road
-  Community Park
-  City of Rosenberg Owned Parcels
-  Parcels with No Ownership Information
-  Other FBCAD Parcels
-  Rosenberg City Limits
-  Rosenberg ETJ

The 2012 Aerial Imagery Data is the sole property of Houston-Galveston Area Council, which reserves all rights thereto. Use or reproduction of this data is strictly prohibited absent written consent from the Houston-Galveston Area Council.

### Community Park & Surrounding Parcels City of Rosenberg, Texas

Created by: City of Rosenberg GIS - Paul M. Jones  
 Date Created: April 24, 2014  
 Original Size: 8.5" x 11"  
 K:\GIS\MAPS\Parks\_Recreation\2014\CommunityParkParcels.mxd

Scale:  
 1:1,800  
 or  
 1 inch = 150 feet



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



merrier". Teresa Bailey asked why the group didn't want to return to Travis Park in 2014 and Paul answered that it was simply a desire to provide the event for different neighborhoods throughout Rosenberg. .

**ACTION:** Laurie Cook made a motion, seconded by Bertha Nell Kelm, to approve the proposed Mission Jerusalem event in Sunset Park. The motion passed by a unanimous vote of those present.

#### **HEAR AND DISCUSS CHRIST UNITED METHODIST CHURCH EVENT IN MACARIO GARCIA PARK ON WEDNESDAY, JUNE 25, 2014.**

**Key Discussion:** Lydia Acosta, Recreation Programs Coordinator, told the Board that the representative from Christ United Methodist Church was unable to attend the meeting, so she would be presenting the proposed event. Lydia explained that the church wanted to hold a one-day Vacation Bible School in Macario Garcia Park for children in the neighborhood. Apparently, the event was held in the past, but organizers were not aware that a permit was needed. The free event would be in the morning between 9:30 and 11:30 and would offer local children a variety of games, craft activities, songs and fun and a light snack would be provided.

**ACTION:** Laurie Cook made a motion, seconded by Ray Kueck, to approve the proposed Christ United Methodist Church event in Macario Garcia Park. The motion passed by a unanimous vote of those present.

#### **CONSIDERATION OF AND ACTION ON PROPOSAL TO ADD 1.5 ACRES OF CITY-OWNED PROPERTY TO COMMUNITY PARK.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, drew the Board's attention to an aerial map of the 4.5 acres that currently make up Community Park. He also pointed out two parcels of land adjacent to the park, which the City currently uses and maintains. Darren explained that he would like officially add this land on to Community Park, thereby making the park a total of six (6) acres. He'd received a recommendation from the City Attorney to conduct a title search on the property, which would cost \$1,000-\$3,000, but would guarantee current ownership. Darren explained that he needed the Board's approval to proceed with the title search. Rudy Guerrero asked what the new land would be used for and if there was currently anything on the land. Darren explained that the City sometimes uses the land for material storage and that it would be future parking, which is desperately needed at the park.

**ACTION:** Laurie Cook made a motion, seconded by George Zepeda, to approve the addition of 1.5 acres of City-owned land to Community Park. The motion passed by a unanimous vote of those present.

#### **CONSIDERATION OF AND ACTION ON ROSENBERG CHRISTMAS NIGHTS PRESENTATION.**

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, reviewed the layout for Christmas in Rosenberg over the past several years. He noted that after being heavily involved in 2013, staff became aware that a majority of the focus on the event was given to vendors, many of whom came from places other than Rosenberg. He added that current staff and City management thought the spotlight should be put back on Downtown Rosenberg and the shops and restaurants. Darren shared a brief PowerPoint with Members to give them an idea of the plans to change the event beginning in 2014. The new, three-night format would include the proposed activities:

- Thursday – A tree lighting which would replace the annual Gazebo Lighting at City Hall and a "Sip-n-Stroll" event through downtown shops featuring wineries from around Texas. Darren added that the wine event would be sponsored by the Central Fort Bend Chamber of Commerce.
- Friday – Dinner under the stars, with various courses being provided by downtown restaurants, and possibly featuring strolling/street entertainment.
- Saturday – Families would come downtown for pictures with Santa Claus, a movie under the stars and other family-friendly activities.

Laurie Cook asked if an ordinance would have to be passed to allow for alcohol on the streets downtown. Darren explained that the alcohol would only be served and consumed inside the shops. Melissa Dixon expressed her pleasure that the plan would include something for everyone. Laurie Cook noted that the change



# CITY COUNCIL COMMUNICATION

September 30, 2014

ITEM #	ITEM TITLE
4	Fort Bend Green's Brazos River Recreation Master Plan Discussion
<b>ITEM/MOTION</b>	

Review and discuss Fort Bend Green's Brazos River Recreation Master Plan, and take action as necessary to direct staff.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A
- Source of Funds:** N/A

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

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Brazos River Recreation Master Plan Excerpt - Introduction
2. Brazos River Recreation Master Plan Excerpt – Richmond/Rosenberg Segment

**APPROVALS**

**Submitted by:**

  
 Darren McCarthy  
 Parks and Recreation  
 Director

**Reviewed by:**

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

**Approved for Submittal to City Council:**

  
 Robert Gracia  
 City Manager

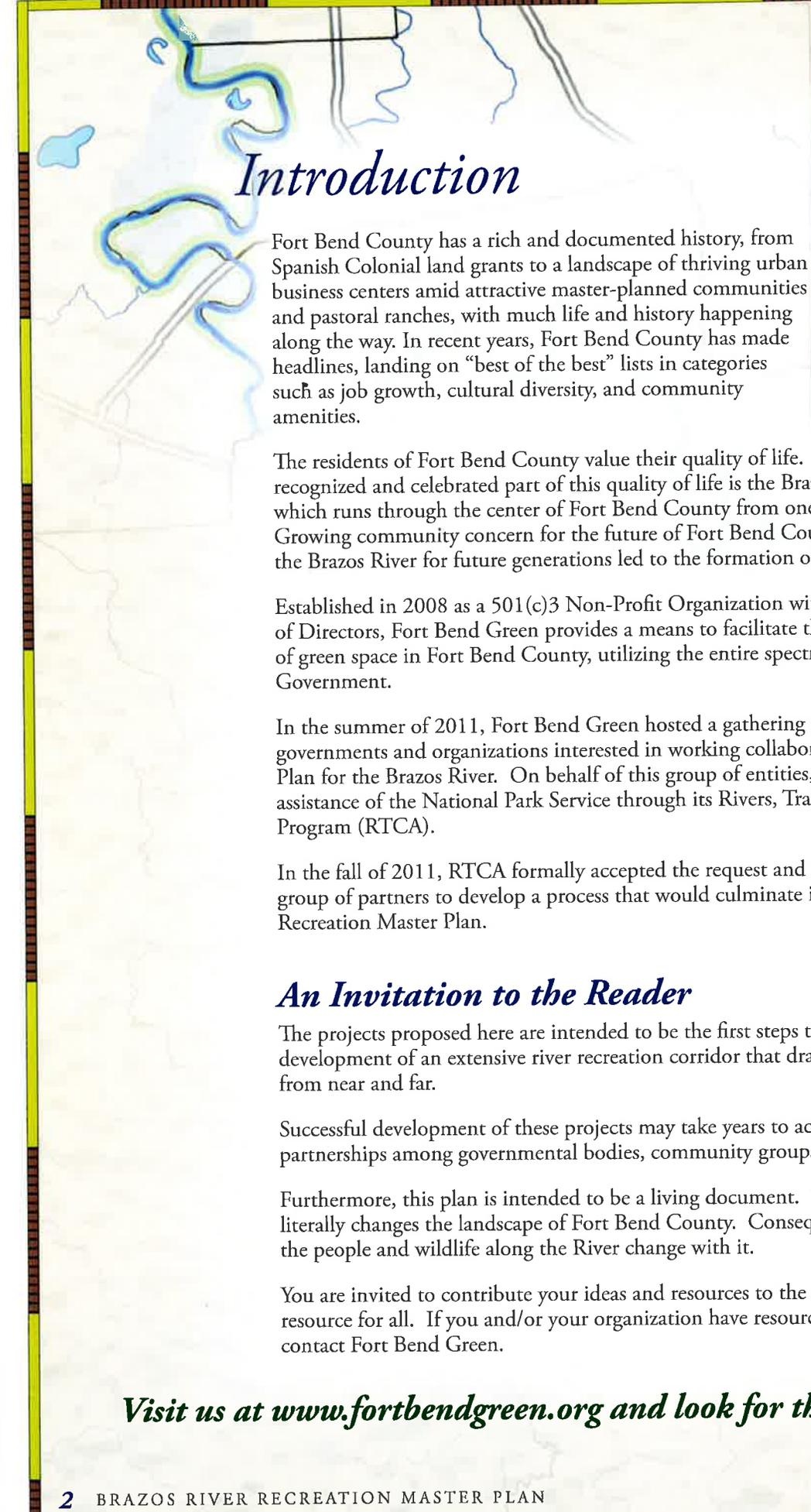
**EXECUTIVE SUMMARY**

Fort Bend Green was created to provide a means to facilitate the planning and development of green space utilizing the entire spectrum of federal, state, and local government. A brief introduction to Fort Bend Green has been attached. The goal of the Fort Bend Green's Brazos River Recreation Master Plan (Plan) is to create a collaborative plan that recommends priority projects for recreation and conservation within the Brazos River Corridor in Fort Bend County. Ultimately, there will be canoe and kayak launch sites as well as linear parks that will connect all of the communities in Fort Bend County along the Brazos River. A copy of the Plan will be provided to City Council at the meeting.

One of the proposed projects identified in the Plan for the City of Rosenberg (City) is to work with Texas Department of Transportation (TxDOT) to create a launch site onto the Brazos River. The property identified in the plan is on the northeast corner of the FM 723 bridge on land recently annexed by the City.

The proposed future site is currently being used as an unofficial launching and fishing site due to the ease of access to the Brazos River. There is also potential for construction of a specified parking area since there is ease of accessibility to the area.

Should City Council wish to participate with the proposed project within the Richmond/Rosenberg Segment of the Plan, the City will have to work with many partners to add the amenities to the proposed future launch site. These partners may include TxDOT, Fort Bend Green, Fort Bend County, and local Boy Scout troops. The City's Parks and Recreation Board will also be reviewing this Plan as it progresses.



## *Introduction*

Fort Bend County has a rich and documented history, from Spanish Colonial land grants to a landscape of thriving urban business centers amid attractive master-planned communities and pastoral ranches, with much life and history happening along the way. In recent years, Fort Bend County has made headlines, landing on “best of the best” lists in categories such as job growth, cultural diversity, and community amenities.

The residents of Fort Bend County value their quality of life. A recognized and celebrated part of this quality of life is the Brazos River, which runs through the center of Fort Bend County from one end to the other. Growing community concern for the future of Fort Bend County, and interest in protecting the Brazos River for future generations led to the formation of Fort Bend Green.

Established in 2008 as a 501(c)3 Non-Profit Organization with an unpaid, volunteer Board of Directors, Fort Bend Green provides a means to facilitate the planning and development of green space in Fort Bend County, utilizing the entire spectrum of Federal, State, and Local Government.

In the summer of 2011, Fort Bend Green hosted a gathering of representatives from local governments and organizations interested in working collaboratively to develop a Recreation Plan for the Brazos River. On behalf of this group of entities, Fort Bend Green requested the assistance of the National Park Service through its Rivers, Trails and Conservation Assistance Program (RTCA).

In the fall of 2011, RTCA formally accepted the request and began working with the new group of partners to develop a process that would culminate in this plan – the Brazos River Recreation Master Plan.

### *An Invitation to the Reader*

The projects proposed here are intended to be the first steps toward the long-term development of an extensive river recreation corridor that draws visitors and appreciation from near and far.

Successful development of these projects may take years to accomplish requiring strong partnerships among governmental bodies, community groups, businesses and landowners.

Furthermore, this plan is intended to be a living document. The Brazos River is wild, and literally changes the landscape of Fort Bend County. Consequently, the needs and desires of the people and wildlife along the River change with it.

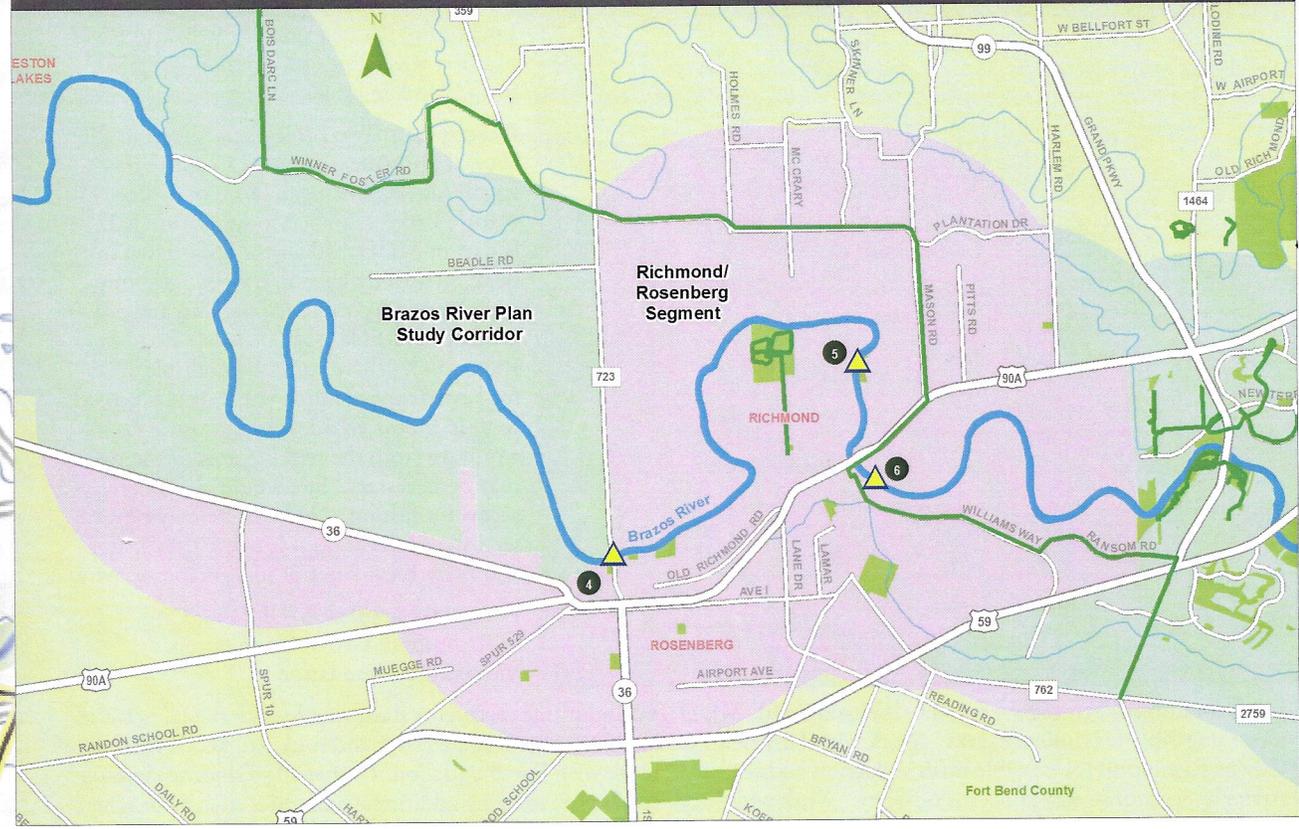
You are invited to contribute your ideas and resources to the realization of this vision as a resource for all. If you and/or your organization have resources and ideas to contribute please contact Fort Bend Green.

*“The Brazos River Recreation Master Plan will serve as a guide for the future development of parks, trails and canoe launches along the river. It will be a valuable tool to use in our development of green space.”*

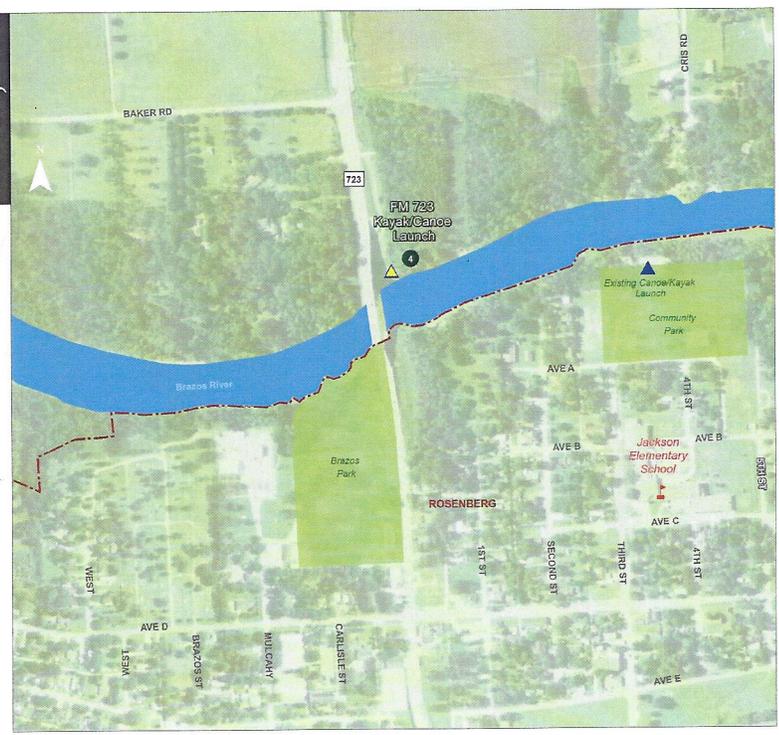
*Robert Hebert, County Judge, Fort Bend County*

***Visit us at [www.fortbendgreen.org](http://www.fortbendgreen.org) and look for the “Contact Us” tab.***

Richmond / Rosenberg Segment



Project 4



**Project Name:** FM 723 Kayak/Canoe Launch

**Location:** The northeast corner of the FM 723 Bridge over the Brazos River, in north Rosenberg.

**Description:** This project was added to the Richmond/Rosenberg Segment analysis after it was discovered during ground-truthing visits to other sites. Located along a county easement and privately owned property, it's currently being used as a launch and fishing site due to ease of accessibility to the river. It has ample potential space for parking and easy access due to an opening in the guardrail on FM 723. It is a very promising site if a mutual use agreement and permission is granted from the Texas Department of Transportation.

**Potential Partners:** Texas Department of Transportation, City of Rosenberg, Fort Bend County, Texas Parks & Wildlife Department

**Implementation Strategies:** Work with the Texas Department of Transportation and the City of Rosenberg to provide a mutual use agreement for the site. Work with TxDOT to provide/allow signage. Work with strategic partners such as Fort Bend Green to improve the launch site and parking access. Work with Fort Bend County/City of Rosenberg to provide trash removal and security for the site. Work with local Boy Scouts to provide amenities to the site.

# **ITEM 5**

**Hold Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney pursuant to Section 551.074 of the Texas Government Code.**

# **ITEM 6**

**Adjourn Executive Session, and reconvene into Workshop Session.**

# **ITEM 7**

**Adjournment.**