

**NOTICE OF REGULAR  
ROSENBERG DEVELOPMENT CORPORATION MEETING**

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

**DATE:** Thursday, April 14, 2016

**TIME:** 4:00 p.m.

**PLACE:** Rosenberg Civic Center  
3825 Highway 36 South  
Rosenberg, Texas 77471

**PURPOSE:** Regular Rosenberg Development Corporation Meeting

Call to order.

Statement of rules pertaining to audience comments.

Comments from the audience.

**CONSENT AGENDA**

- A. Consideration of and action on the Rosenberg Development Corporation Meeting Minutes for March 10, 2016. (Jasmine Bowens, Senior Administrative Specialist)
- B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending March 31, 2016. (Joyce Vasut, Executive Director of Administrative Services)

**AGENDA**

- 1. Review and discuss programming and conceptual design of Seabourne Creek Park Nature Center, and take action as necessary to direct staff. (Darren McCarthy, Parks and Recreation Director)
- 2. Consideration of and action on a Performance Agreement by and between the Rosenberg Development Corporation and Texas Master Naturalist, Coastal Prairie Chapter. (Randall Malik, Executive Director)
- 3. Review and discuss presentation from Dr. Alex Medcalf regarding potential Rosenberg Multi-Modal Study, and take action as necessary. (Randall Malik, Executive Director)
- 4. Consideration of and action on a recommendation to City Council for the award of Bid No. 2016-13 for the construction of Phase I of the Avenue F/3<sup>rd</sup> Street Downtown Parking Lot Project. (Randall Malik, Executive Director)
- 5. Consideration of and action on Resolution No. RDC-102, a Resolution of the Board of Directors of the Rosenberg Development Corporation amending the Fiscal Year 2015-16 Annual Budget in the amount of \$130,000 for the Avenue F/3<sup>rd</sup> Street Downtown Parking Lot Project. (Joyce Vasut, Executive Director of Administrative Services)
- 6. Review and discuss proposed Rosenberg Magazine, and take action as necessary. (Randall Malik, Executive Director)
- 7. Review and discuss the "Welcome to Rosenberg" entrance sign off of US 90A, and take action as necessary to direct staff. (Randall Malik, Executive Director)

8. Review and discuss the Administrative Services Agreement by and between the Rosenberg Development Corporation and the City of Rosenberg, and take action as necessary. (Randall Malik, Executive Director)
9. Hold Executive Session to receive legal advice from the City Attorney concerning pending litigation, namely dispute with Imperial Performing Arts, Inc., pursuant to Section 551.071 of the Texas Government Code; to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Texas Government Code Section 551.072; and regarding economic development negotiations pursuant to Section 551.087 of the Texas Government Code.
10. Adjourn Executive Session, reconvene Regular Session, and take action as necessary as a result of Executive Session.
11. Consideration of and action on a report from the Rosenberg Development Corporation Executive Director regarding the previous month's economic development activities and contacts, which includes updates on the following (Randall Malik, Executive Director):
  - a. Economic Indicators;
  - b. Business Retention Visits;
  - c. New and Expanded Businesses; and,
  - d. RDC Projects.
12. Review and discuss requests for future Agenda items, and take action as necessary.
13. Announcements.
14. Adjournment.

{EXECUTION PAGE TO FOLLOW}

DATED AND POSTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2016, at \_\_\_\_\_ m.  
by \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Linda Cernosek, City Secretary

Approved for posting:

\_\_\_\_\_  
Randall Malik, Executive Director

**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. There may be a quorum of City Council Members attending this meeting.**

# **ITEM A**

## **Minutes:**

- 1. Rosenberg Development Corporation Meeting Minutes –  
March 10, 2016**

## ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES

On this the 10<sup>th</sup> day of March 2016, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in Regular Session, at the Rosenberg Civic Center, located at 3825 Highway 36 South, Rosenberg, Texas.

### PRESENT

Teresa Bailey	Secretary, Rosenberg Development Corporation
Amanda J. Barta*	Director, Rosenberg Development Corporation <i>(arrived at 4:35 p.m.)</i>
Ted Garcia	Treasurer, Rosenberg Development Corporation
Bill Knesek	President, Rosenberg Development Corporation
Lynn Moses	Director, Rosenberg Development Corporation
Jimmie J. Pena	Director, Rosenberg Development Corporation
Allen Scopel	Vice President, Rosenberg Development Corporation

### STAFF PRESENT

Jasmine Bowens	Senior Administrative Specialist
Dan Kelleher	Main Street Manager
Jeremy Heath	Assistant Economic Development Director
Randall Malik	Executive Director, Rosenberg Development Corporation
Joyce Vasut	Executive Director of Administrative Services

### GUESTS

John Manning	Patillo, Brown and Hill, L.L.P.
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### CALL TO ORDER.

President Knesek called the meeting to order at 4:10 p.m.

### STATEMENT OF RULES PERTAINING TO AUDIENCE COMMENTS.

Jasmine Bowens, Senior Administrative Specialist, read the statement of rules pertaining to audience comments.

### COMMENTS FROM THE AUDIENCE.

There were no comments from the audience.

### CONSENT AGENDA

#### A. CONSIDERATION OF AND ACTION ON THE JOINT CITY COUNCIL AND ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES FOR FEBRUARY 11, 2016.

**Action:** Director Scopel moved, seconded by Director Moses, to approve Consent Agenda Item A. The motion carried by a unanimous vote of those present.

#### B. CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING FEBRUARY 29, 2016.

**Executive Summary:** The February 2016 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

**Key discussion points:**

- President Knesek inquired about why the year to date budget expenses were as high as they were for only being midway through this fiscal year.
- Joyce Vasut explained that the high percentages were the result of all of the RDC infrastructure expenses being transferred funds into the RDC Project Fund account.

**Action:** Director Garcia moved, seconded by Director Moses, to approve Consent Agenda Item B. The motion carried by a unanimous vote of those present.

#### 1. CONSIDERATION OF AND ACTION ON A RECOMMENDATION REGARDING THE DRAFT COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE ROSENBERG DEVELOPMENT CORPORATION, FISCAL YEAR ENDED SEPTEMBER 30, 2015, SUBMITTED BY PATTILLO, BROWN AND HILL, L.L.P.

**Executive Summary:** Patillo, Brown and Hill, L.L.P., has completed the audit of the Rosenberg Development Corporation's (RDC) financial statements for the fiscal year ended September 30, 2015. The RDC has received an unmodified opinion on the financial statements, which indicates the RDC has presented its financial statements in conformity with Generally Accepted Accounting Principles (GAAP). An unmodified opinion assures that the financial statements are free of material misstatement based upon examination of the supporting documents and disclosures of the figures contained in the RDC's financial statements.

The Comprehensive Annual Financial Report (CAFR) for 2015 was reviewed at the Finance/Audit Committee Meeting (Committee) on March 1, 2016. The Committee recommended one amendment for clarification, and subsequently unanimously recommended the acceptance of the document as revised. Draft minutes for the Committee's recommendation were not yet available at the time this Agenda packet went to print. A letter required by Statement on Accounting Standards No. 114 was presented by the auditors and distributed with the CAFR.

John Manning, with Pattillo, Brown and Hill, L.L.P., will present the RDC Comprehensive Annual Financial Report for 2015, and some of the key financial highlights of the report.

Staff recommends the acceptance of the FY2015 RDC – Comprehensive Annual Financial Report.

**Key discussion points:**

- Joyce Vasut introduced John Manning of Pattillo, Brown and Hill L.L.P.
- John Manning presented the Comprehensive Annual Financial Report to the Board.
- General discussion included interest earnings, sales tax sources, and contingencies.

**Action:** Director Garcia moved, seconded by Director Scopel, to accept the Fiscal Year 2015 RDC Comprehensive Annual Financial Report as presented. The motion carried by a unanimous vote of those present.

2. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. RDC-101, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION AMENDING THE FISCAL YEAR 2015-16 ANNUAL BUDGET IN THE AMOUNT OF \$80,000 FOR PROFESSIONAL SERVICES - LEGAL.**

**Executive Summary:** The budget for Professional Services - Legal for FY2015-2016 is \$40,000. Invoices received through February 29, 2016, total \$43,496.09. Payments were made to the following:

• Denton Navarro Rocha Bernal Hyde & Zech, P.C.:	\$ 36,932.69
• Jeanne M. McDonald, Attorney:	\$ 6,563.40
Total	\$ 43,496.09

Denton Navarro Rocha Bernal Hyde and Zech, P.C., provides services for general legal matters and litigation services regarding Imperial Arts. Jeanne McDonald provides legal services for development and performance agreements.

This budget amendment would provide the additional funds for the Professional Services - Legal line item. Staff recommends approval of Resolution No. RDC-101.

**Key discussion points:**

- Joyce Vasut discussed the amendment for the Fiscal Year 2015-16 annual budget for the Professional Services – Legal, explaining that the request to make a budget adjustment in the amount of \$80,000 is necessary due to receiving invoices totaling \$43,496.09 through February 29, 2016.

**Action:** Director Pena moved, seconded by Director Moses, to approve Resolution No. RDC-101, a Resolution to amend the Fiscal Year 2015-16 annual budget in the amount of \$80,000, for Professional Services- Legal. The motion carried by a unanimous vote of those present.

3. **REVIEW AND DISCUSS FORT BEND TRANSIT BUS ROUTE, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** At the February RDC Meeting, President Bill Kneseck requested an agenda item to discuss the Fort Bend Transit – Richmond/Rosenberg Bus Route.

**Key discussion points:**

- President Knesek suggested providing a more user friendly link to locate the Fort Bend Transit website and bus routes. He also mentioned that the current bus-route is confusing and difficult to navigate. Mr. Knesek suggested that staff work with Fort Bend Transit on implementing a looped bus route.
- Director Bailey pointed out the need to collaborate with Richmond on the changes to the bus route.
- Randall Malik stated he would attempt to have Richmond at the next RDC Meeting.
- **Director Barta arrived at the meeting at 4:35 p.m.**
- The consensus was to have staff coordinate a meeting with Fort Bend Transit to discuss potential route improvements.

No action was taken

4. **REVIEW AND DISCUSS ROSENBERG MULTIMODAL HUB STUDY, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** The Port of Freeport, Fort Bend County and Brazoria County have recently partnered on a study assessing the feasibility of developing a new rail connection from Port Freeport along the State Highway 36A Corridor to serve the inland markets of Texas and Middle America. One of the primary findings of the study was identifying Rosenberg as an ideal location for a multimodal hub.

The author of the study, Dr. Alexander Medcalf, has indicated an interest in conducting a Rosenberg Multimodal Hub Study. The purpose of the study would be to build upon the results of the initial SH 36A Rail Development Study and begin to identify the steps necessary to implement the Rosenberg Multimodal Hub.

This agenda item provides the Board the opportunity to discuss if they would be interested in pursuing the feasibility of a multimodal hub study.

**Key discussion points:**

- Randall Malik gave an overview of the item and mentioned that the purpose of the item is simply to see if the Board would like to invite Dr. Alexander Medcalf to a future meeting to further discuss the details for a multimodal hub study.
- President Knesek inquired about the potential cost of the study.
- Randall Malik replied that it would be about \$70,000.
- Director Pena noted that he took a tour at Port Freeport, and he feels it would also be beneficial for the rest of the Board.
- Director Scopel suggested a partnership with other surrounding cities to possibly fund the hub. He also stated that a meeting with Dr. Alexander Medcalf would answer the Board's questions.
- The general consensus was to invite Dr. Alexander Medcalf to a future meeting.

No action was taken.

5. **CONSIDERATION OF AND ACTION ON PROPOSED AMENDMENTS TO THE ROSENBERG DEVELOPMENT CORPORATION BYLAWS.**

**Executive Summary:** At the February 11, 2016 Joint City Council and RDC Board Meeting, the Board tabled the proposed amendments to the RDC bylaws. The Board requested additional time to review the memorandum from Scott M. Tschirhart regarding the oversight structure of the RDC Executive Director.

Currently, the RDC bylaws and RDC/City Administrative Service Agreement indicate that the RDC Executive Director is to be an employee of the City of Rosenberg. Further, Resolution No. RDC-82 designates the Economic Development Director of the City of Rosenberg as the Executive Director of the RDC.

**Key discussion points:**

- President Knesek stated that after reviewing the memo from the City Attorney, he would like to drop the request for amendment proposing the RDC Executive Director be an RDC employee. However, he requests for staff to look at ways to amend the City/RDC Administrative Services Agreement to reflect that 100% of the time and costs of economic salaries be towards the RDC.
- Director Pena agreed with President Knesek, but expressed that the change would likely be controversial.

- President Kneseck stated that the only outstanding item remaining for discussion is the number of City Council members on the RDC Board.
- Director Barta stated the number of City Council members on the RDC Board should be no more than two (2).
- Director Garcia agreed with Director Barta that the number of Council members serving as RDC Directors should be limited to two (2).
- Director Pena and Director Moses stated that the language should remain unchanged with no more than three (3) City Council members serving as Directors.
- Director Bailey stated the limitation should be no more than two (2) City Council members, and a City employee.

**Action:** Director Garcia moved, seconded by Director Barta, to revise Section 3.03 of the Rosenberg Development Corporation Bylaws to reflect the limitation of the number of City Council members on the RDC Board to be no more than two (2) City Council members, effective June 2016, when the committees are reappointed. The motion carried by a vote of 4-3. **Ayes:** Directors Barta, Bailey, Garcia, and Scopel. **Nays:** President Kneseck and Directors Pena and Moses.

**Action:** Director Garcia moved, seconded by Director Moses, to approve the Rosenberg Development Corporation Bylaws as revised, and authorize submittal to City Council with a recommendation of approval. The motion carried by a unanimous vote.

6. **HOLD EXECUTIVE SESSION TO RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY CONCERNING PENDING LITIGATION, NAMELY DISPUTE WITH IMPERIAL PERFORMING ARTS, INC., PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE; TO DELIBERATE THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.072; AND REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

Regular Session was adjourned for Executive Session at approximately 5:18 p.m.

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

**Executive Session:** The Executive Session was adjourned and the RDC Board reconvened Regular Session at approximately 5:30 p.m.

8. **CONSIDERATION OF AND ACTION ON A REPORT FROM THE ROSENBERG DEVELOPMENT CORPORATION EXECUTIVE DIRECTOR REGARDING THE PREVIOUS MONTH'S ECONOMIC DEVELOPMENT ACTIVITIES AND CONTACTS, WHICH INCLUDES UPDATES ON THE FOLLOWING (RANDALL MALIK, EXECUTIVE DIRECTOR):**
  - a. **ECONOMIC INDICATORS;**
  - b. **BUSINESS RETENTION VISITS;**
  - c. **NEW AND EXPANDED BUSINESSES; AND,**
  - d. **RDC PROJECTS.**

**Executive Session:** This item has been included to provide the Executive Director the opportunity to update the Board on the previous month's activities, contacts and projects.

No action was taken.

9. **REVIEW AND DISCUSS REQUESTS FOR FUTURE AGENDA ITEMS, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item provides the RDC Board the opportunity to request future Agenda items.

**Key discussion points:**

- Director Pena suggested that a representative from RDC attend conventions for marketing purposes.

No action was taken.

10. **ANNOUNCEMENTS.**

- No announcements

11. **ADJOURNMENT.**

**Action:** Director Garcia moved, seconded by Director Moses, to adjourn the Regular Meeting of the Rosenberg Development Corporation. The motion passed by a unanimous vote. The meeting adjourned at 6:18 p.m.

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Jasmine Bowens  
Senior Administrative Specialist

DRAFT



## COMMUNICATION FORM

April 14, 2016

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>B</b>	<b>Rosenberg Development Corporation Financial Report</b>
<b>ITEM/MOTION</b>	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Report for the period ending March 31, 2016.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY:**

1. RDC Financial Report – March 2016

Joyce Vasut  
Executive Director of Administrative Services

### EXECUTIVE SUMMARY

The March 2016 RDC Financial Report is attached for your review and consideration. Staff recommends approval.

**CITY OF ROSENBERG, TEXAS**  
**ROSENBERG DEVELOPMENT CORPORATION**  
**AS OF MARCH 31, 2016**

Classification	2015-16 Adopted Budget	2015-16 Act. Rev/Exp YTD	2015-16 Encumbered	2015-16 YTD Budget Remaining	% of Budget Target
<b>REVENUES:</b>					
					50%
<i>Sales Taxes</i>	\$ 3,144,427	\$ 1,419,772	\$ -	\$ 1,724,655	45%
<i>Sales Taxes BTC I</i>	623,341	311,954	-	311,387	50%
<i>Sales Taxes BTC II</i>	501,661	253,801	-	247,860	51%
<i>Downtown Sales Taxes</i>	41,816	15,740	-	26,076	38%
<i>Sales Tax Total</i>	4,311,245	2,001,266	-	2,309,979	
<i>Interest Earnings</i>	2,000	3,715	-	(1,715)	186%
<b>TOTAL REVENUES</b>	<b>4,313,245</b>	<b>2,004,981</b>	<b>-</b>	<b>2,308,264</b>	<b>46%</b>
<b>EXPENDITURES:</b>					
<b>Administration (max 10%):</b>					
Office Supplies	1,000	102	-	898	10%
Computer Supplies	2,500	600	-	1,900	24%
Business Expense	1,700	155	-	1,545	9%
General Insurance	400	265	-	135	66%
Education and Training	9,000	1,352	-	7,648	15%
Other Contractual Services	249,500	123,803	-	125,697	50%
<b>Subtotal for Administration Expenses</b>	<b>264,100</b>	<b>126,278</b>	<b>-</b>	<b>137,822</b>	<b>48%</b>
<b>Marketing:</b>					
Outside Professional Services	12,500	-	-	12,500	0%
Postage	200	120	-	80	60%
Freight and Express	100	-	-	100	0%
Advertising	29,500	12,761	-	16,739	43%
Printing and Binding	4,500	1,962	1,308	1,230	73%
<b>Subtotal for Marketing Accounts</b>	<b>46,800</b>	<b>14,843</b>	<b>1,308</b>	<b>30,649</b>	<b>35%</b>
<b>Memberships &amp; Services:</b>					
Business Recruitment	8,500	5,246	2,000	1,254	85%
Dues, Subscriptions & Contracts	6,977	4,115	-	2,862	59%
RDC Memberships	50,200	44,375	-	5,825	88%
<b>Subtotal for Memberships &amp; Services Accounts</b>	<b>65,677</b>	<b>53,736</b>	<b>2,000</b>	<b>9,941</b>	<b>85%</b>
<b>Professional Services:</b>					
Professional Services - Engineering	35,000	13,180	-	21,820	38%
Professional Services - Legal	40,000	34,212	-	5,788	86%
<b>Subtotal for Professional Services</b>	<b>75,000</b>	<b>47,392</b>	<b>-</b>	<b>27,608</b>	<b>63%</b>
<b>Business Retention &amp; Expansion:</b>					
Prospective Business Incentive	500,000	-	-	500,000	0%
Business Appreciation Luncheon	10,000	-	-	10,000	0%
<b>Subtotal for Business Retention and Expansion</b>	<b>510,000</b>	<b>-</b>	<b>-</b>	<b>510,000</b>	<b>0%</b>
<b>Infrastructure:</b>					
Debt Service - Principal	617,770	308,885	-	308,885	50%
Debt Service - Interest	177,221	88,611	-	88,611	50%
RDC Projects Fund	3,700,000	3,670,360	-	29,640	99%
<b>Subtotal for Infrastructure Accounts</b>	<b>4,494,991</b>	<b>4,067,855</b>	<b>-</b>	<b>427,136</b>	<b>90%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,456,568</b>	<b>\$ 4,310,104</b>	<b>\$ 3,308</b>	<b>\$ 1,143,156</b>	<b>79%</b>

**ROSENBERG DEVELOPMENT CORPORATION**  
**2015-16 ACTUAL**  
**PERIOD ENDED March 31, 2016**

Classification	RDC Actual	RDC Projects	Total
<b>Resources:</b>			
Total Beginning Fund Balance @ 10/01/15 (audited)	\$ 5,151,816	\$ 2,074,124	\$ 7,225,940
Revenues and Transfers In	2,004,981	3,671,284	5,676,265
Total Funds Available	<u>\$ 7,156,797</u>	<u>\$ 5,745,408</u>	<u>\$ 12,902,204</u>
<b>Uses/Deductions:</b>			
Expenditures and Transfers Out	4,310,104	1,303,548	5,613,652
<b>Ending Fund Balance:</b>			
Total Ending Fund Balance	\$ 2,846,693	\$ 4,441,859	\$ 7,288,552
Reserved for Debt Service	794,991	\$ -	794,991
Reserved for RDC Projects	-	\$ 4,441,859	4,441,859
<b>Unreserved Fund Balance Total</b>	<u>\$ 2,051,702</u>	<u>\$ -</u>	<u>\$ 2,051,702</u>

**Current Revenues and Expenditures  
Rosenberg Development Corporation  
For the Month Ended March 31, 2016**

Account Number	Description	Amount
<b>Revenues</b>		
219-0000-402-0000	Sales Taxes	\$ 272,090.19
<b>Total Current Period Revenues</b>		<b><u>\$ 272,090.19</u></b>
<b>Expenditures</b>		
219-1000-540-3110	Office Supplies (Administration)	-
219-1000-540-3120	Computer Supplies (Administration)	600.00
219-1000-540-3135	Business Expenses (Administration)	-
219-1000-540-5120	Insurance/General Insurance (Administration)	-
219-1000-540-5510	Travel (Education and Training)	-
219-1000-540-5710	Other Contractual Services (Administration)	-
<b>Total Administration</b>		<b><u>\$ 600.00</u></b>
219-2000-540-4391	Outside Professional Contract Svcs (Marketing)	-
219-2000-540-5220	Postage (Marketing)	-
219-2000-540-5230	Freight and Express (Marketing)	-
219-2000-540-5310	Advertising (Marketing)	2,200.00
219-2000-540-5410	Printing and Binding (Marketing)	327.00
<b>Total Marketing</b>		<b><u>\$ 2,527.00</u></b>
219-3000-540-3135	Business Expenses (Business Recruitment)	-
219-3000-540-4235	Dues/Subscriptions/Memberships (Business Recruitment)	210.00
219-3000-540-4390	RDC Memberships (Business Recruitment)	-
<b>Total Business Recruitement</b>		<b><u>\$ 210.00</u></b>
219-5000-540-4315	Engineering (Professional Services)	2,755.00
219-5000-540-4390	Legal Fees (Professional Services)	14,039.95
<b>Total Professional Services</b>		<b><u>\$ 16,794.95</u></b>
219-6000-540-5725	Prospective Business Incentive (Business Retention and Expansion)	-
219-6000-540-5730	Business Appreciation Luncheon (Business Retention and Expansion)	-
<b>Total Business Retention and Expansion</b>		<b><u>\$ -</u></b>
219-7000-540-8110	Debt Service (Infrastructure) - Principal for March 2016	51,480.83
219-7000-540-8120	Debt Service (Infrastructure) - Interest for March 2016	14,768.42
219-7000-540-9225	Transfers/Other Fund (Infrastructure) - Transfer to RDC Projects Fund	-
<b>Total Infrastructure</b>		<b><u>\$ 66,249.25</u></b>
<b>Total Current Period Expenditures</b>		<b><u>\$ 86,381.20</u></b>

**CITY OF ROSENBERG, TEXAS  
RDC SALES TAX REVENUES**

Monthly Total Actual Receipts	Cumulative YTD Receipts	Budgeted Receipts		Total YTD Percent of Budget	Prior Year Pct. Increase (Decrease)	
		Monthly	YTD		Month	YTD
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Cumulative (1)		Cumulative (3)		(2)/(4)		

Monthly BTC - I Receipts	Monthly BTC - II Receipts	Monthly Downtown Receipts
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**Fiscal Year 2013-14**

Oct	\$284,645	\$ 284,645	\$ 254,303	\$ 254,303	111.93%	12.3%	12.3%	\$ 45,426	\$ 26,206	\$ 2,678
Nov	332,266	616,912	301,210	555,512	111.05%	10.7%	11.4%	43,511	62,113	2,709
Dec	300,765	917,676	268,764	824,276	111.33%	12.3%	11.7%	41,356	23,209	2,873
Jan	311,275	1,228,951	241,171	1,065,447	115.35%	29.5%	15.7%	55,706	27,306	3,558
Feb	452,793	1,681,744	358,268	1,423,715	118.12%	26.8%	18.5%	81,972	80,410	5,100
Mar	269,503	1,951,247	241,272	1,664,988	117.19%	12.1%	17.6%	35,930	21,835	2,401
Apr	304,220	2,255,468	254,923	1,919,911	117.48%	19.7%	17.9%	44,267	23,697	3,481
May	372,069	2,627,537	335,114	2,255,025	116.52%	11.4%	16.9%	50,765	60,332	2,784
Jun	321,933	2,949,470	278,024	2,533,049	116.44%	16.2%	16.8%	42,815	24,392	3,429
Jul	322,644	3,272,114	289,771	2,822,820	115.92%	11.7%	16.3%	43,395	26,561	3,439
Aug	381,528	3,653,642	340,121	3,162,941	115.51%	12.5%	15.9%	50,943	63,637	2,954
Sep	365,422	4,019,064	282,259	3,445,200	116.66%	29.9%	17.0%	44,345	26,570	2,944
Total								\$ 580,432	\$ 466,269	\$ 38,351

**Fiscal Year 2014-15**

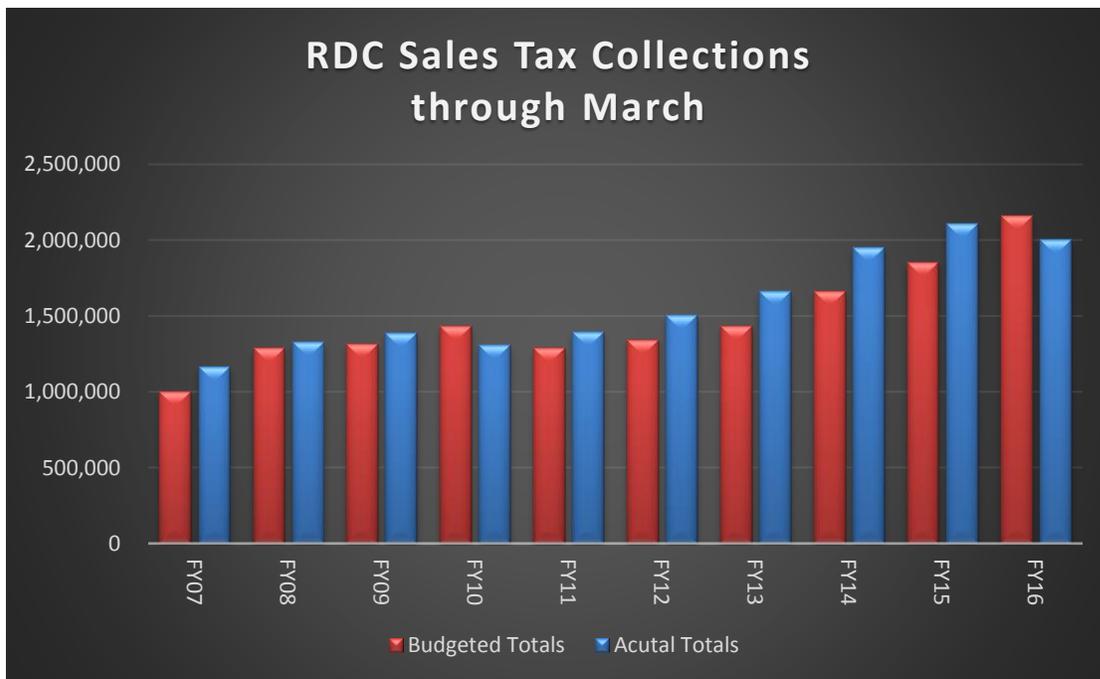
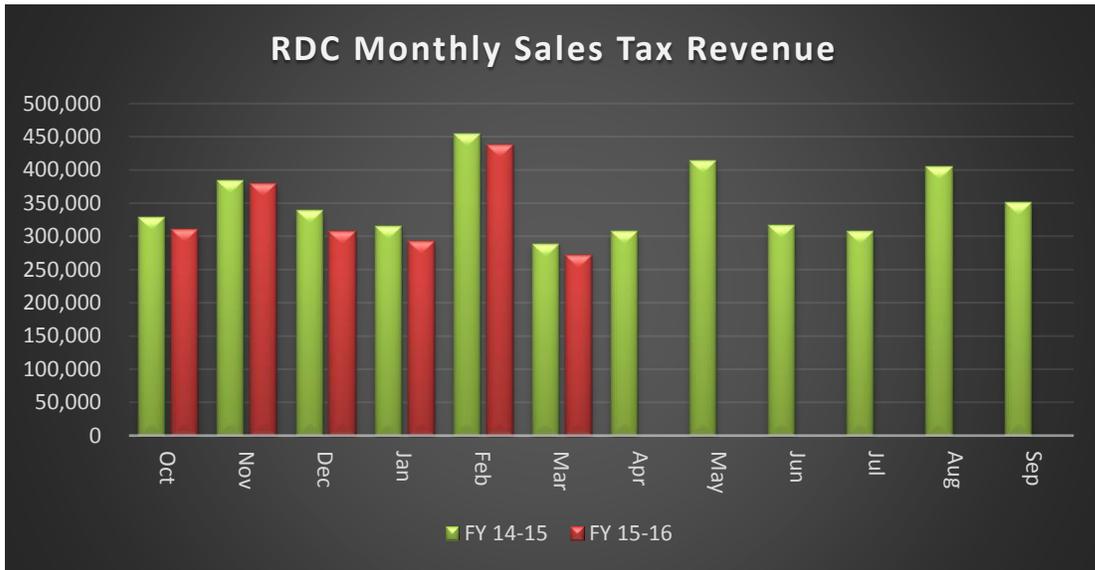
Oct	\$328,597	\$ 328,597	\$ 283,444	\$ 283,444	115.93%	15.4%	15.4%	\$ 47,153	\$ 27,876	\$ 2,454
Nov	383,604	712,201	\$ 335,726	619,171	115.02%	15.5%	15.4%	48,133	66,466	3,267
Dec	338,699	1,050,900	\$ 299,563	918,734	114.39%	12.6%	14.5%	42,177	24,526	2,589
Jan	314,787	1,365,687	\$ 268,808	1,187,542	115.00%	1.1%	11.1%	58,756	28,549	3,443
Feb	453,735	1,819,423	\$ 399,323	1,586,865	114.66%	0.2%	8.2%	87,501	85,910	4,580
Mar	288,676	2,108,098	\$ 268,921	1,855,785	113.60%	7.1%	8.0%	40,699	22,571	3,237
Apr	306,989	2,415,087	\$ 284,136	2,139,921	112.86%	0.9%	7.1%	43,336	23,946	2,340
May	414,271	2,829,359	\$ 373,516	2,513,437	112.57%	11.3%	7.7%	52,568	64,295	3,120
Jun	316,538	3,145,897	\$ 309,884	2,823,322	111.43%	-1.7%	6.7%	41,881	24,158	2,395
Jul	308,052	3,453,949	\$ 322,977	3,146,299	109.78%	-4.5%	5.6%	45,797	26,383	3,140
Aug	404,770	3,858,719	\$ 379,097	3,525,396	109.45%	6.1%	5.6%	52,877	70,363	2,521
Sep	350,958	4,209,677	\$ 314,604	3,840,000	109.63%	-4.0%	4.7%	44,830	28,233	3,130
Total								\$ 605,710	\$ 493,276	\$ 36,216

**Fiscal Year 2015-16**

Oct	\$310,033	\$ 310,033	\$ 336,525	\$ 336,525	92.13%	-5.6%	-5.6%	\$ 44,573	\$ 24,987	\$ 2,463
Nov	379,210	689,243	\$ 392,860	729,385	94.50%	-1.1%	-3.2%	46,572	72,308	2,579
Dec	308,178	997,421	\$ 346,871	1,076,256	92.68%	-9.0%	-5.1%	40,700	22,481	2,755
Jan	293,263	1,290,684	\$ 322,382	1,398,638	92.28%	-6.8%	-5.5%	55,285	26,409	2,455
Feb	438,492	1,729,176	\$ 464,683	1,863,321	92.80%	-3.4%	-5.0%	83,472	88,318	3,835
Mar	272,090	2,001,266	\$ 295,641	2,158,961	92.70%	-5.7%	-5.1%	41,353	19,299	1,653
Apr	-		\$ 314,396	2,473,357	#VALUE!		#VALUE!			
May	-		\$ 424,267	2,897,624	#VALUE!		#VALUE!			
Jun	-		\$ 324,175	3,221,799	#VALUE!		#VALUE!			
Jul	-		\$ 315,484	3,537,283	#VALUE!		#VALUE!			
Aug	-		\$ 414,536	3,951,819	#VALUE!		#VALUE!			
Sep	-		\$ 359,426	4,311,245	#VALUE!		#VALUE!			
Total								\$ 311,954	\$ 253,801	\$ 15,740

**ROSENBERG DEVELOPMENT CORPORATION  
SALES TAX REVENUES**

**GRAPHS**



**Rosenberg Development Corporation  
Outstanding Debt Service  
2015-2016 Budget**

<b>Fiscal Year</b>	<b>Principal Due</b>	<b>Total Interest</b>	<b>Total Principal &amp; Interest</b>	<b>Adjustment for Business Park</b>	<b>Adjusted Principal &amp; Interest</b>
2015-16	652,770	177,221	829,991	(35,000)	794,991
2016-17	657,305	160,476	817,781	(113,000)	704,781
2017-18	672,840	147,957	820,797	(113,000)	707,797
2018-19	687,875	126,890	814,765	(113,000)	701,765
2019-20	703,410	104,444	807,854	(113,000)	694,854
2020-21	382,980	85,627	468,607	(191,000)	277,607
2021-22	387,515	71,341	458,856	(191,000)	267,856
2022-23	284,800	59,162	343,962	(270,000)	73,962
2023-24	297,835	48,994	346,829	(270,000)	76,829
2024-25	228,190	39,216	267,406	(256,000)	11,406
2025-26	236,225	29,874	266,099		266,099
2026-27	247,295	19,974	267,269		267,269
2027-28	255,330	9,557	264,887		264,887
2028-29	71,400	2,621	74,021		74,021
2029-30	23,005	489	23,494		23,494
<b>Total</b>	<b>\$5,788,775</b>	<b>\$1,083,843</b>	<b>\$6,872,618</b>	<b>(1,665,000)</b>	<b>\$5,207,618</b>

**Rosenberg Development Corporation  
RDC Projects Fund  
For the Period Ended March 31, 2016**

<b>CP1301</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
FY2013 Park Improvements	225-7000-540-7030	\$ 251,177	\$ 251,177	\$ -	\$ -
Totals		\$ 251,177	\$ 251,177	\$ -	\$ -

<b>CP1302</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Business Park Development	225-7000-540-7030	\$ 3,849,783	\$ 3,583,004	\$ 78,800	\$ 187,979
Project Management Fee	225-7000-540-4395	85,000	73,896	-	11,104
Totals		\$ 3,934,783	\$ 3,656,900	\$ 78,800	\$ 199,083

<b>CP1402</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Aldi Project	225-7000-540-7032	\$ 500,000	\$ 500,000	\$ -	\$ -
Totals		\$ 500,000	\$ 500,000	\$ -	\$ -

<b>CP1501</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Livable Centers	225-7000-540-7035	\$ 250,000	\$ 26,645	\$ -	\$ 223,355
Totals		\$ 250,000	\$ 26,645	\$ -	\$ 223,355

<b>CP1503</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Traffic Signal at Reading Rd and Town Ctr Blvd	225-7000-540-7037	\$ 115,375	\$ -	\$ -	\$ 115,375
Totals		\$ 115,375	\$ -	\$ -	\$ 115,375

<b>CP1507</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Macario Garcia Park Restrooms	225-7000-540-7036	\$ 192,054	\$ 91,876	\$ 100,456	\$ (278)
Totals		\$ 192,054	\$ 91,876	\$ 100,456	\$ (278)

<b>CP1601</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Transportation Gateways	225-7000-540-7030	\$ 129,447	\$ 18,249	\$ -	\$ 111,198
Totals		\$ 129,447	\$ 18,249	\$ -	\$ 111,198

<b>CP1603</b>		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Seabourne Creek Nature Center	225-7000-540-7030	\$ 100,000	\$ -	\$ -	\$ 100,000
Totals		\$ 100,000	\$ -	\$ -	\$ 100,000

		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Fort Bend Transit	225-7000-540-7030	\$ 75,000	\$ 75,000	\$ -	\$ -
Totals		\$ 75,000	\$ 75,000	\$ -	\$ -

		<b>Total</b>	<b>Amount Paid</b>	<b>Encumbrance</b>	<b>Remaining</b>
<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Paragon Infrastructure	225-7000-540-7030	\$ 3,000,000	\$ -	\$ -	\$ 3,000,000
Totals		\$ 3,000,000	\$ -	\$ -	\$ 3,000,000

**Rosenberg Development Corporation  
RDC Projects Fund  
For the Period Ended March 31, 2016**

<b>Project Description</b>	<b>G/L Account</b>	<b>Total Project Cost</b>	<b>Amount Paid Project To Date</b>	<b>Encumbrance Amount</b>	<b>Remaining Funds</b>
Texas State Technical College	225-7000-540-7030	\$ 200,000	\$ -	\$ -	\$ 200,000
Totals		\$ 200,000	\$ -	\$ -	\$ 200,000

<b>Project Description</b>	<b>G/L Account</b>	<b>Total Project Cost</b>	<b>Amount Paid Project To Date</b>	<b>Encumbrance Amount</b>	<b>Remaining Funds</b>
Superior Tanks Incentive	225-7000-540-7030	\$ 25,000	\$ -	\$ -	\$ 25,000
Totals		\$ 25,000	\$ -	\$ -	\$ 25,000

<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Texas Master Naturalists Contribution	225-7000-540-7030	\$ 25,000	\$ -	\$ -	\$ 25,000
Totals		\$ 25,000	\$ -	\$ -	\$ 25,000

<b>Project Description</b>	<b>G/L Account</b>	<b>Project Cost</b>	<b>Project To Date</b>	<b>Amount</b>	<b>Funds</b>
Sidewalk Improvements	225-7000-540-7038	\$ 200,000	\$ -	\$ -	\$ 200,000
Totals		\$ 200,000	\$ -	\$ -	\$ 200,000

<b>Total</b>		<b>\$ 8,912,836</b>	<b>\$ 4,545,951</b>	<b>\$ 179,256</b>	<b>\$ 4,187,629</b>
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<b>Total Project Management Fees</b>		<b>\$ 85,000</b>	<b>\$ 73,896</b>	<b>\$ -</b>	<b>\$ 11,104</b>
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## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
1	Seabourne Creek Park Nature Center
<b>ITEM/MOTION</b>	
Review and discuss programming and conceptual design of Seabourne Creek Park Nature Center, and take action as necessary to direct staff.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

A handwritten signature in black ink, appearing to read "Darren McCarthy".

Darren McCarthy  
Parks and Recreation Director

1. Seabourne Creek Park Nature Center Proposal for Programming and Conceptual Design
2. Joint City Council and RDC Meeting Minute Excerpt - 02-11-16
3. Parks and Recreation Board Meeting Draft Minutes – 03-24-16
4. Nature Center Subcommittee Meeting Draft Minutes – 03-21-16

**EXECUTIVE SUMMARY**

Darren McCarthy, Parks and Recreation Director, will present a proposal from Ginsler regarding design services for the Seabourne Creek Nature Center. The RDC budgeted \$100,000 towards this project in support of the proposed Nature Center in the FY 2016 budget. The attached agreement with Ginsler would authorize the expenditure of up to \$35,000 for the design phases of the project.

711 Louisiana  
Suite 300  
Houston TX 77002  
USA

Tel 713.844.0000  
Fax 713.844.0001



February 26, 2016  
Revised: March 8, 2016

Darren McCarthy  
Parks and Recreation Director  
City of Rosenberg  
darrenm@ci.rosenberg.tx.us

Subject: Seabourne Creek Park Nature Center  
Proposal for Programming & Conceptual Design

Dear Darren:

We're excited to work with City of Rosenberg on the Seabourne Creek Park Nature Center project, and we share your interest in getting the project moving forward. Outlined here is our scope of services that will supplement the City of Rosenberg's Agreement for Architectural Services. We are happy to discuss the below outline with you.

**PROJECT DESCRIPTION:**

Seabourne Creek Park Nature Center will be located within the existing 164-acre Seabourne Creek Park in Rosenberg, Texas. The park has undergone multiple phases of master planning, including the sports facility and Civic Center, and the improvements implemented by the Texas Master Naturalist Coastal Prairie Chapter. This phase of improvement will focus on the programming, design and construction of a Nature Center facility and associated site improvements.

**PROJECT BUDGET:**

The budget has not been determined at this time.

**PROCESS OVERVIEW:**

**Programming & Conceptual Design**

Phase I: Project Kickoff

Phase II: Project Programming

Workshop 1

Workshop 2

Phase III: Conceptual Design + Opinion of Probable Cost

**Fundraising Period**

**Design & Construction**

Phase IV: Schematic Design

Phase V: Design Development

Phase VI: Construction Documents

Phase VII: Bidding and Negotiation



## Phase VIII: Construction Observation

### **PROCESS SCHEDULE:**

#### **PHASE I: KICK OFF**

GOAL: Establish vision, goals, metrics and site visit

ACTIVITY: On site client meeting (1.5hrs approx.) to determine the scope and the schedule of workshops.

#### **PHASE II: PROJECT PROGRAMMING**

GOAL: Establish project scope, program needs, site improvements, scale, and optimal spatial relationships.

Programming. Gensler & Design Workshop will gather and review data provided by Client and conduct up to two visioning sessions, interviews, and/or focus groups with personnel designated by Client, to establish the following Project parameters:

- a) Site requirements;
- b) Space requirements, functional relationships, and adjacency;
- c) Technology requirements;
- d) Infrastructure requirements, including after-hours use, HVAC, and special security;
- e) Other applicable guidelines, policies, and procedures that may affect Project design.

Programming Report. Gensler will prepare a programming report (the “Program”), which will include a statement of overall Project objectives, descriptions of Client’s qualitative and quantitative Project requirements, and Client’s budget objectives. Gensler will provide five copies of the Program and will meet with Client up to one time to present and review the Program.

#### **WORKSHOP 1** (3hrs approx.)

GOAL: define uses, users, operations, improvements and priorities.

PRESENT:

Site analysis

Using existing LIDAR aerial information, the DW team will prepare a detailed site and spatial analysis that begins to identify the strengths and weaknesses of site attributes such as access to the creek and other natural areas, access to the main road, overall visibility, existing trees, sun exposure and wind direction, site drainage and site topography.

Benchmarked projects

Gensler will present selected nature center presidents that have relevant programmatic components to demonstrate different strategies that nature centers take.

ACTIVITY: visioning exercise, brainstorm uses exercise, prioritization exercise

POST MEETING DELIVERABLE: building and site draft program



**The following improvements to consider in the master plan may include:**

ENTRANCE

- Entry/wayfinding sign and associated planting along the existing entry drive
- Applicable utilities

TRAILS

- Decomposed granite trails connecting outdoor classrooms, test gardens, or other exterior educational zones.
- Applicable re-vegetation
- Applicable utilities
- Applicable interpretive signage/directional signage

DRIVEWAYS AND INTERNAL INFRASTRUCTURE

- New low impact development (LID) parking lot to accommodate approximately 150 cars
- Applicable green infrastructure associated with drainage for parking lot
- Applicable dry utility runs and any necessary wet utility runs in addition to LID strategies.
- Applicable vegetation for rain gardens, other plantings and parking lot shade trees
- Location of storm water collection and storage, and identification of outdoor re-use strategies

OUTDOOR CLASSROOM

- Applicable amount of naturally ventilated, covered teaching areas with sturdy, pervious surfacing to accommodate 10-40 students
- Applicable utilities

NATURE CENTER SITING

- Siting of nature center / flexible use facility or facilities
- Associated landscaping and outdoor spaces immediately connected

MAINTENANCE FACILITY

- Applicable size of fenced maintenance area and associated facilities.

DEMOLITION

- Demolition of applicable existing buildings and parking area

**The following elements may be included in the building program:**

NATURE CENTER

- Classroom(s) -
- Public Gathering /Event Area
- Nature Discovery Stations
- Exhibit/Display Area
- Bathrooms – for facility and public use
- Outdoor Covered Activity Area
- Prep Kitchen or Catering Area
- Storage
- Office(s)

GREEN DESIGN ELEMENTS

- Daylighting
- Water cisterns and water collection from roofs



- Passive solar strategies
- Ventilation and Passive cooling strategies
- Reduction of conditioned spaces
- PV panels
- Geothermal systems
- Greywater systems from sinks/exhibits
- Low flow/or waterless toilet solutions

### **WORKSHOP 2 (3hrs)**

The purpose of this workshop is to add value and design content to the conceptual nature center program. During this workshop, the DW/Gensler team will test design ideas analyzing the program against an aerial based survey. The design team will meet with the keys stakeholder group including the City of Rosenberg, the Texas Master Naturalists and any other invited parties. Activities will include difference ways to identify optimal adjacencies, simultaneous uses and site concepts.

GOAL: define program adjacencies, uses, position of building & landscape features on the site.

ACTIVITY: Program blocks and trace paper to start to position program on site, identify optimal adjacencies, simultaneous uses, program overlap, security concepts, and site features.

POST MEETING DELIVERABLE:

After the conclusion of the workshop, DW will synthesis the findings to create a concept master plan. A series of plans, diagrams, renderings and associated graphics will be created to support the conceptual master plan. Gensler will create a similar concept plan for the nature center building with diagrams outlining the optimal adjacencies, circulations patterns, site concerns and environmental strategies.

### **PHASE III: CONCEPTUAL DESIGN**

#### **Concept Plan/Refined Master Plan Presentation**

Gensler and DW will present the program and conceptual plan, with associated graphics to the City of Rosenberg and key stakeholders. This meeting will ensure that all comments will be considered and all voices are heard in an effort to move forward to the next phase with support from all groups.

#### **POST MEETING DELIVERABLES: Fundraising Package**

**Fundraising Package to include some of these items:** visioning graphic(s), process photos, site analysis, program graphics, program spread sheet, flow and relationship diagrams, building concept diagram, conceptual site master plan, operations plan, preliminary cost estimate.

#### **COMPENSATION**

Compensation to Gensler for Basic Services, Additional Services, and Reimbursable Expenses shall be as described below. When Gensler's compensation is based on hourly rates, the rates shall be those set forth in Gensler's Standard Hourly Billing Rates.



Basic Services. Compensation for Programming & Conceptual Design Services, Phase I, II and III shall be the lump sum of Twenty eight thousand five hundred dollars (\$28,500).

Additional Services. Compensation for Additional Services (if not agreed upon as a lump sum amount) shall be based on Gensler's Standard Hourly Billing Rates.

Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Architect and Architect's consultants in the interest of the Project, including, but not limited to the following:

- a. Reproduction, shipping, handling, and delivery.
- b. Mileage, tolls, cab fares, and parking.
- c. Renderings, models, mock-ups, and photography.
- d. Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
- e. Authorized out-of-town travel, including travel time and out-of-town living expenses.
- f. Additional insurance coverage or limits requested by Client in excess of that normally provided by Architect and Architect's consultants.

Compensation for Reimbursable Expenses incurred by Gensler in connection with the Project, including without limitation, reproduction costs for providing copies of the deliverables described in Section B.1 of this Letter of Agreement, shall be based on amounts invoiced to Gensler, plus ten percent (10%). Reimbursable expenses will not exceed Four Thousand Dollars (\$4,000)

Consultants. Consultants' fees shall be compensated based on amounts invoiced to Gensler, plus ten percent (10%).

Progress Payments. Progress payments shall be made monthly. Where Gensler's fee is based on a lump sum, progress payments for Basic Services shall be based on the percentage of services provided during the previous month.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Hickson".

Kimberly Hickson, FAIA  
Principal

Enclosure: Standard Terms and Conditions, STC 151125

cc: Gerald Gehm, AIA

# STANDARD TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN CLIENT AND ARCHITECT FOR ARCHITECTURAL / INTERIORS SERVICES (“STC”)

## Article 1 - Definitions and General Provisions

1.1 Parties. The terms “Client” and “Architect” include each party’s authorized representatives, officers, directors, shareholders, and employees.

1.2 Days or Time. Time periods refer to calendar days, unless otherwise stated.

1.3 Work. The term “Work” means the construction, by Contractor or others engaged by Client, of the Project elements designed or specified by Architect, including all labor, materials, equipment and services.

1.4 Project Budget. The “Project Budget” includes the Client’s budget for performing the Work, as well as furniture, furnishings, equipment and all other goods and services to be furnished by Client, Contractor, and any of their subcontractors or consultants, including allowances for design and construction contingencies.

## Article 2 – Architect’s Services

2.1 Architect’s services shall be performed as expeditiously as is consistent with the orderly progress of the Work and with the professional skill and care ordinarily provided by architects practicing in the same locality under similar circumstances (“Standard of Care”).

2.2 Limitation of Construction Responsibilities. Architect shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with the Work.

## Article 3 – Client’s Responsibilities

3.1 Information. Client shall provide full information regarding the requirements for the Project.

3.2 Legal and Financial Information. Client shall furnish Architect with: a legal description of the property; the name/address of the property owner; and the name/address of any construction lender(s).

3.3 Surveys. Client shall furnish surveys in electronic format fully describing physical characteristics, legal limitations, and utility locations for the Project site.

3.4 Existing or Base Building Information. To the extent applicable to the Project, Client shall provide information, drawings, specifications, and other documents that describe the existing utility services, site conditions, build-out and base building construction, and any systems with which the Project is to be coordinated.

3.5 Client’s Consultants. When requested by Architect, or required by authorities having jurisdiction over the Project, Client shall furnish the services of geotechnical, civil, and environmental engineers and any other services required by the scope of the Project.

3.6 Tests. Client shall furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over the Project, or reasonably requested by Architect.

3.7 Legal, Accounting, and Insurance Services. Client shall furnish all legal, accounting, and insurance counseling services as may be necessary for the Project.

3.8 Client’s Services and Information. Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by Client, Contractor, or any of their subcontractors or consultants. Architect’s coordination of its services with Client’s and Contractor’s subcontractors or consultants shall be limited to that necessary for consistency of Architect’s documents with those of such subcontractors or consultants.

## Article 4 - Construction Cost

4.1 Construction Cost. The Construction Cost shall be the total cost or estimated cost to Client for performing the Work.

4.2 Estimates. Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from Client’s Project Budget or from any cost estimate or evaluation prepared or reviewed by Architect.

4.3 Fixed Limit. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal, or establishment of a Project Budget.

## Article 5 - Use of Architect’s Documents and Data

5.1 The Drawings, Specifications, and other documents (collectively “Documents”) and any computer tapes, disks, electronic data, models or other CAD files (collectively “Data”) prepared by Architect are instruments of service and shall remain Architect’s property. Architect grants Client a nonexclusive license to use the Documents and Data in connection with the Project, provided that Client substantially performs its contract obligations, including prompt payment of all sums when due.

5.2 Upon completion of Architect’s services and payment of all amounts due Architect, Client may retain copies or reproduces of the Documents and/or Data for information and reference in connection with Client’s use and occupancy of the completed Project.

5.3 Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys’ fees and costs of defense), together with interest thereon, accruing or resulting to any persons, firms, or other legal entities, on account of any damages or losses to property or persons, including death or economic loss, arising out of the unauthorized use, re-use, transfer or modification of the Documents and/or Data.

## Article 6 - Claims and Disputes

6.1 Mediation. Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service prior to undertaking any legal action. The cost of the mediation service shall be borne equally by the parties.

6.2 Attorneys’ Fees. In any proceeding following unsuccessful mediation, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys’ fees and costs of defense.

6.3 Mutual Indemnification. Architect agrees to indemnify and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Architect, its consultants, or anyone for whose acts either of them may be legally liable. Client agrees to indemnify and hold Architect harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, to the extent caused by the negligent acts, errors, or omissions of Client, its contractors or consultants, or anyone for whose acts any of them may be legally liable.

6.4 Mutual Limitation of Liability. The parties hereby agree that either party's total liability to the other for any and all injuries, claims, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement, from any cause or causes including, but not limited to, negligence and/or breach of contract, shall not exceed the total compensation received by Gensler under this Agreement.

#### **Article 7 - Termination**

7.1 Termination by Either Party. This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement.

7.2 Failure to Make Payments. Client's failure to make payments to Architect in accordance with this Agreement shall constitute substantial nonperformance and cause for termination or suspension.

7.3 Compensation upon Termination. In the event of termination, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, and Termination Expenses, which shall be defined as Architect's expenses directly attributable to termination.

#### **Article 8 - Payments to Architect**

8.1 Hourly Rates. Where services are to be compensated on an hourly basis, compensation shall be based on the hourly rates set forth in Architect's and Architect's consultants' standard rate schedules.

8.2 Progress Payments. Progress payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of Architect's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Architect's invoice shall be assessed a service charge of one and one-half percent (1-1/2%) per month.

8.3 Time Extensions. This Agreement anticipates that Architect's services will proceed continuously in accordance with the Project schedule. If the Project is suspended or delayed for reasons beyond Architect's control, Architect shall be compensated for expenses incurred due to the interruption and resumption of its services, and the Parties shall mutually agree upon an equitable adjustment of Architect's fees and the duration for the remaining services.

8.4 Change in Project Scope. If portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.

#### **Article 9 - Miscellaneous Provisions**

9.1 Governing Law. This Agreement shall be governed by the law of the location of Architect's office identified in the Letter of Agreement.

9.2 Property Insurance Waivers. Client shall cause Architect and Architect's consultants to be named as Additional Insureds on

Contractor's General Liability Policy and any property insurance purchased for the period of construction of the Project. Such insurance shall be endorsed to provide a waiver of the insurers' rights of subrogation against Architect and Architect's consultants.

9.3 Mutual Waiver of Consequential Damages. The parties hereby waive, as against each other, any claims for incidental, special, exemplary or consequential damages.

9.4 Assignment and Third Parties. Neither party shall assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party.

9.5 Royalties. Client acknowledges that Architect designs products manufactured by others for which Architect receives royalties based on sales volume. Prior to recommending any such product for use on a Project, Architect will endeavor to notify Client that Architect may receive royalties from the sale of the product. Client agrees that inadvertent failure to advise Client of any such product designed by Architect, for which Architect receives royalties, shall not be the basis of any claim in law.

9.6 Professional Credits. Architect shall have the right to include representations of the design of the Project, including photographs, among Architect's professional materials, including, but not limited to, promotional materials, professional publications, and competition submissions. Client shall provide professional credit for the Architect in Client's promotional materials for the Project.

9.7 Latent Conditions. In the event that the Project includes any remodeling, alteration, or rehabilitation work, Client acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

9.8 Areas and Measurements. Areas and measurements provided by Architect are derived from drawing dimensions or field measurements and are not intended to be used as the basis for calculating rent or for other similar purposes.

9.9 Hazardous Materials. Client acknowledges that Architect has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances.

9.10 Design/Build by Contractor. Architect and its consultants shall have no responsibility for the design, technical adequacy or accuracy, installation, or performance of any Design/Build portions of the Project.

9.11 Anti-Bribery and Anti-Corruption Commitment. Client and Architect acknowledge their responsibilities and commitment to abide by and comply with both domestic and international anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act and the United Kingdom Anti-Bribery Act, and any amendments and related regulations, in addition to their own ethical guidelines. Either party may terminate this Agreement at any stage of the Project, if it has a good faith basis to believe that the other party failed to comply with the provisions of this Section 9.11, including any non-compliance prior to the effective date of this Agreement. The non-compliant party shall indemnify the other party from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs of defense), together with interest thereon, arising out of or resulting from such non-compliance.

9.12 Entire Agreement and Non-Waiver. This Agreement represents the entire and integrated agreement between Client and Architect and supersedes all prior negotiations, representations, or agreements. No failure to act by either Party hereto shall be deemed to constitute a waiver of such Party's rights or remedies hereunder.

Discussion was held on where the funding would come from. The cost to have the logos printed on the tent is approximately \$2,000 maximum for each logo.

**ACTION**

Motion by Councilor, District 1, Director, Rosenberg Development Corporation Jimmie J. Pena, seconded by Director, Rosenberg Development Corporation Ted Garcia to approve \$5,000 from the RDC 2015 Parks fund to purchase a large tent with sidewalls, with both the City and the RDC logos printed on the tent. The City will pay the remainder of the cost for the tent. The tent will be used for City and RDC events only.

**Vote:** 6 - 0 Carried

4. **Review and discuss the design for the Downtown Parking Lot Project, and the Rosenberg Development Corporation may take action as necessary.**

**EXECUTIVE SUMMARY**

At the December 10, 2015 RDC Meeting, the Board recommended revising the Downtown Parking Lot Project design to eliminate the entrance and exit off 3rd Street. Jones & Carter, Inc., have provided an updated design of the Downtown Parking Lot Project which removes this driveway.

Additionally, Councilor William Benton has requested that the RDC consider incorporating a right-turn only lane at the intersection of 3rd Street and Avenue F.

Staff recommends the Board discuss the revised design and provide direction to staff.

**KEY DISCUSSION POINTS**

Randall Malik, Economic Development Director, explained the current parking configuration and the potential changes if a right turn only lane was incorporated at the intersection of 3rd Street and Avenue F. By incorporating the right turn only lane, it would eliminate eleven (11) parking spaces. There will need to be a fire lane incorporated with an island for widening.

The general consensus was not to incorporate the right turn only lane, which would eliminate additional parking spaces.

**ACTION**

Motion by Councilor, District 1, Director, Rosenberg Development Corporation Jimmie J. Pena, seconded by Director, Rosenberg Development Corporation Ted Garcia to approve the design for the Downtown Parking Lot Project, including the fire lane, and to not put the right turn only lane at the intersection of 3rd Street and Avenue F, allowing for additional parking spaces.

**Vote:** 6 - 0 Carried - Unanimously

5. **Review and discuss a presentation by the Coastal Prairie Chapter of the Texas Master Naturalists on current activities and projects for Seabourne Creek Nature Park, and the Rosenberg Development Corporation may take action as necessary.**

**EXECUTIVE SUMMARY**

Representatives of the Coastal Prairie Chapter of the Texas Master Naturalists will make a presentation regarding improvements to the Seabourne Creek Nature Park.

**KEY DISCUSSION POINTS**

Karl Baumgartner with the Coastal Prairie Chapter of the Texas Master Naturalists gave a presentation on the current and past activities and projects for the Seabourne Creek Nature Park.

The RDC members thanked Karl Baumgartner and the Texas Master Naturalists for their continued dedication and hard work in making the Seabourne Creek Nature Park and the Nature Center one of the best nature parks in the area. It was discussed to have a brochure prepared, showcasing the Seabourne Creek Nature Park and what it has to offer.

No action was taken.

6. **Review and discuss proposed amendments to the Rosenberg Development Corporation Bylaws, and the Rosenberg Development Corporation may take action as necessary.**

**EXECUTIVE SUMMARY**

At the January 14, 2016 RDC Meeting, the Board considered the proposed amendments to the Bylaws as recommended by the RDC Policy Committee. The Board requested additional discussion at the February meeting regarding Article 4.09 as it relates to the oversight structure of the RDC Executive Director and Article 3.03 as it relates to the number of Council members serving on the RDC Board of Directors. The Board further

# DRAFT

proposed a cedar bench with brown/desert tan "Rosenberg Lions Club 2016" engraving on the bench. All Parks and Recreation Board Members present agreed with the donation to proceed forward with City Council.

**ACTION:** No action was taken.

### 3. REVIEW AND DISCUSS PROPOSE SCOPE OF SERVICES FOR PROSPECTIVE NATURE CENTER IN SEABOURNE CREEK NATURE PARK, AND TAKE ACTION AS NECESSARY.

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, issued a copy of the proposal from Design Workshop and Gensler to all members present. The Nature Center Subcommittee met on March 21, 2016, to review the Scope of Services and have unanimously agreed to move forward. Darren mentioned that the next step is to bring the proposal to the Rosenberg Development Corporation (RDC) on April 14, 2016, to request funds for the design services. All members of the Nature Center Subcommittee and the Parks and Recreation Board have been invited to attend. The board members were in agreement to proceed.

**ACTION:** No action was taken.

### 4. REVIEW AND DISCUSS PARK LAND DEDICATION FUND NO. 221 – ANALYSIS OF REVENUES, EXPENDITURES, AND PAVILION AND ATHLETIC FIELD FEE REPORTS FOR THE MONTH OF FEBRUARY 2016.

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, announced that the recreational tent has been purchased and will be here for the downtown event in May. Darren also announced that the Macario Garcia restrooms should be delivered on Tuesday and any remaining funds for the project will cover all costs necessary.

Darren McCarthy presented the Board Members with the following Rental Summary Report:

- Pavilion rentals for the month of February totaled \$522.00
- Field rentals for the month of February totaled \$112.50
- Gazebo rentals for the month of February totaled \$100.00

**ACTION:** Teresa Bailey, Parks and Recreation Board Chairman, asked to continue on if there were no other questions or comments.

### 5. ANNOUNCEMENTS

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, announced the Ribbon Cutting Ceremony for the new playground equipment at Tony Becerra Park, dedicated by Fort Bend Cares, was held on March 10, 2016. He invited all members to visit the park. Pitch, Hit, and Run will be held on April 30, 2016.

**ACTION:** Teresa Bailey, Parks and Recreation Board Chairman, asked to continue on if there were no other questions or comments.

### 6. ADJOURNMENT

**ACTION:** There being no further business of the Parks and Recreation Board, Amanda Barta made a motion, seconded by Julia Worley, to adjourn the meeting at 6:25 p.m.

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Kat L. Poppleton  
Parks and Recreation Department  
Secretary

# DRAFT

## CITY OF ROSENBERG NATURE CENTER SUBCOMMITTEE MEETING MINUTES

\*\*\* DRAFT \*\*\*

On this the 21st day of March 2016, the Nature Center Subcommittee of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session at Rosenberg Civic Center located at 3825 Hwy. 36 South, Rosenberg, Texas.

### MEMBERS PRESENT

Diane Russell, PhD	Coastal Prairie Chapter Texas Master Naturalist President
Karl Baumgartner	Coastal Prairie Chapter Texas Master Naturalist
Wayne Poorman	Coastal Prairie Chapter Texas Master Naturalist
Rudy Guerrero	Parks and Recreation Board Secretary
Julia Worley	Parks and Recreation Board Member

### MEMBERS ABSENT

Ray Kueck	Parks and Recreation Board Member
Amanda Barta	Council Liaison

### STAFF PRESENT

Travis Tanner	Executive Director of Community Development
Darren McCarthy	Parks and Recreation Director
Kat Poppleton	Parks and Recreation Secretary

### GUESTS PRESENT

None

## AGENDA

### CALL TO ORDER

Darren McCarthy, Parks and Recreation Board Director, declared a quorum and called the meeting to order at 7:30 p.m.

### 1. REVIEW AND DISCUSS PROGRAMMING AND CONCEPTUAL DESIGN OF SEABOURNE CREEK PARK NATURE CENTER, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

**Key Discussion:** Darren McCarthy, Parks and Recreation Director, informed the Subcommittee that Design Workshop and Gensler had submitted a proposed Conceptual Design of Seabourne Creek Park Nature Center on February 26, 2016. He and Travis Tanner, Executive Director of Community Development, held a telephone conference with the group on March 8, 2016, to discuss the proposal.

Darren outlined all phases to the subcommittee as follows:

- Phase One - Establish the scope of measurements
- Phase Two - Establish programming and provide workshops for extensive evaluation
- Phase Three - Establish the conceptual design

Travis suggested the Scope of Services be reviewed at the next Rosenberg Development Corporation (RDC) Meeting on April 14, 2016, at 4:00 p.m. to request a cap of \$35,000 to move forward with the design. He then suggested informing City Council on May 3, 2016, of the progress on the future nature center. Travis also noted that Parkland Dedication Funds cannot be used for planning services. The subcommittee members unanimously recommend the proposed Programming and Conceptual Design of Seabourne Creek Park Nature Center as presented.

# DRAFT

**ACTION:** Darren McCarthy, Parks and Recreation Director, asked to continue on if there were no other questions or comments.

## 2. ADJOURNMENT

**ACTION:** There being no further business of the Nature Center Subcommittee, Rudy Guerrero made a motion, seconded by Julia Worley, to adjourn the meeting at 8:00 p.m.

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Kat L. Poppleton  
Parks and Recreation Department  
Secretary



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
2	Texas Master Naturalist Performance Agreement
<b>ITEM/MOTION</b>	
Consideration of and action on a Performance Agreement by and between the Rosenberg Development Corporation and Texas Master Naturalist, Coastal Prairie Chapter.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

A handwritten signature in black ink, appearing to read "R Malik", is written over a light blue horizontal line.

Randall Malik  
RDC Executive Director

1. RDC-Texas Master Naturalist, Coastal Prairie Chapter Performance Agreement

### EXECUTIVE SUMMARY

The RDC has budgeted \$25,000 in the Fiscal Year 2016 budget towards improvements towards the Seabourne Creek Nature Park, carried out by the Texas Master Naturalist, Coastal Prairie Chapter. The annual Performance Agreement specifies the improvements that are to be made to the Seabourne Creek Nature Park for Fiscal Year 2016. Representatives of the Texas Master Naturalist, Coastal Prairie Chapter will attend the meeting to answer any questions related to the FY2016 improvements.

Staff recommends authorizing the RDC President to execute the Performance Agreement by and between the RDC and the Texas Master Naturalist, Coastal Prairie Chapter.

**THE ROSENBERG DEVELOPMENT CORPORATION  
AND TEXAS MASTER NATURALISTS, COASTAL PRAIRIE CHAPTER, INC.  
PERFORMANCE AGREEMENT**

**THIS AGREEMENT** (this “**Agreement**”) is made and entered into by and between the **Rosenberg Development Corporation**, a Type B economic development corporation organized pursuant to the Development Corporation Act, Chapters 501 and 505 of the Texas Local Government Code (the “**RDC**”), and **Texas Master Naturalists, Coastal Prairie Chapter, Inc.**, a not-for-profit corporation incorporated under Texas law in 2005. (the “**Chapter**”).

**WHEREAS**, the RDC agrees to contribute up to the sum of \$25,000 to the Chapter to be used for proposed improvements to Seabourne Creek Park, a municipal park located at 3287 Highway 36 South, Rosenberg, Texas, which improvements are part of a larger plan described below under "Obligations of the Chapter", Section 2.a., of the Agreement, and

**WHEREAS**, the RDC has established policies to adopt such reasonable projects, as are permitted by law and are required or suitable for amateur sports, athletic, entertainment, tourist, convention, and public park purposes and events; and

**WHEREAS**, the Chapter has agreed, in exchange and as consideration for the agreement and funding provided herein, to satisfy and comply with certain terms and conditions;

**NOW, THEREFORE,** in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the RDC and the Chapter agree as follows:

1.

The Chapter shall utilize all funds provided by the RDC solely for the purpose of making improvements to Seabourne Creek Park as described under "Proposed Improvements and Approximate Costs" in the Memorandum to RDC in Exhibit "A", and for the purpose of making improvements described in "Objectives-CPTMN" in the Agreement between Rosenberg Parks and Recreation Department, and Texas Master Naturalists, Coastal Prairie Chapter, Inc., dated October 28, 2009, hereinafter referred to as the "RPRD Agreement," a copy of which is attached hereto as "Exhibit B". The Chapter has no requirement to create or maintain a fixed number of jobs or capital investment. If the Chapter fails to meet investment requirements by such date, the RDC shall have the right to terminate this Agreement.

2.

Chapter members shall prioritize the Proposed Improvements specified in Exhibit "A" and shall use their best good-faith efforts to complete them, procuring goods and services for the Park which represent the best values available. However it is hereby acknowledged that the Approximate Costs listed in the Memorandum are estimates and it is agreed that the Chapter shall obtain written permission from the RDC if it is unable to undertake or complete the Proposed Improvement specified therein. Such permission shall not be unreasonably withheld. As provided for under the RPRD Agreement, the Chapter shall bear no financial obligation or liability pursuant to the

implementation or completion of projects and activities.

3.

The Chapter shall ensure that permission for any improvements made to Seabourne Creek Park have been approved in advance by the City of Rosenberg City Council and have been coordinated with the City of Rosenberg Parks and Recreation Department. In addition, the Chapter shall ensure that any necessary permits have been obtained prior to construction.

4.

The Chapter may utilize up to ten percent (10%) of the funds for administrative purposes. Such purposes may include acquiring any necessary insurance coverage for work performed in accordance with this agreement.

5.

It is agreed that this Agreement shall terminate on March 31, 2017, upon which date any funds which might remain unspent from the Funding shall be returned by the Chapter to the RDC; provided, however, that the RDC may forego this requirement by providing written notice to the Chapter of its intention to waive this requirement with any conditions attached therewith.

6.

Within thirty one days of the earlier date of (i) March 31, 2017, or (ii) the date at which all funds provided by the RDC are expended, the Chapter shall provide an accounting to the RDC providing full and complete details of the use of the funding utilizing the reporting form attached hereto as "Exhibit C". Additionally, the Chapter shall provide an accounting of the unspent funds from Fiscal Year 2015-16 as of March 31,

2016, prior to receiving the \$25,000 allocated in this agreement utilizing the reporting form in "Exhibit C".

7.

In consideration of the Chapter's representations, promises, and covenants, the RDC agrees, subject to the terms and conditions of this Agreement, to provide \$25,000 towards Seabourne Creek Nature Park improvements in Rosenberg. Such payments shall be due twenty (20) days after execution of the Agreement by both parties. All funding provided by the RDC shall comply with Section 505.152 of the Texas Local Government Code.

8.

The Chapter covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "**undocumented worker**" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

9.

The Chapter understands and agrees that if the Chapter is convicted of a violation under 8 U.S.C. Section 1324a(f), the Chapter will reimburse the RDC the total amount of any payment or incentive made to the Chapter, with interest at the rate equal to the 90-day U.S. Treasury Bill plus ½% per annum, within 120 days after said conviction and the RDC's delivery to the Chapter of written notice of the exercise of RDC's reimbursement remedy.

The Chapter agrees to allow the RDC, upon receipt of not less than seven (7) days prior written request, reasonable access to such information as is necessary to ensure compliance with this Section 2.

The Chapter further understands and agrees that if the Chapter is in default of any obligation under this Agreement beyond any applicable notice and cure period, the Chapter will reimburse the RDC the total amount of any payment or incentive made to the Corporation with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the RDC's delivery to the Chapter of written notice of said default, if the default has not been cured by that date. Notwithstanding any contrary provisions contained herein, the Chapter shall be entitled to 120 days prior written notice and opportunity to cure such default prior to the RDC's taking any action for implementation of any reimbursement remedy.

The Chapter also agrees to reimburse the RDC for any and all reasonable attorney's fees and costs incurred by the RDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable within 120 days after the Chapter receives written notice of its failure to cure such default or violation hereof without such default and/or violation being cured.

The Chapter's obligation to reimburse the RDC shall survive termination of this Agreement.

10.

This Agreement shall inure to the benefit of and be binding upon the RDC and the Chapter, and upon the RDC's and the Chapter's respective successors and assigns, provided that any assignment has been approved in accordance with this Agreement.

11.

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

If to the RDC:

Rosenberg Development Corporation  
2110 4th Street  
Rosenberg, Texas 77471  
Attn: Executive Director

If to Chapter:

Texas Master Naturalists, Coastal Prairie  
Chapter  
1402 Band Road, Suite 100  
Rosenberg, Texas 77471  
Attn: President

12.

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

13.

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

14.

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

15.

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

16.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 (the “Effective Date”).

**Texas Master Naturalist, Coastal Prairie Chapter**

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

**ROSENBERG DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Bill Knesek, President

## Exhibit A

To: Rosenberg Development Corporation  
From: Coastal Prairie Chapter, Texas Master Naturalists  
Re: 2016 Improvements to Seabourne Creek Nature Park  
Date: March 2, 2016

### 2016 proposed improvements and estimated costs:

• Irrigation	\$2500
• Prairie restoration	4000.
• Prairie Heritage Festival	6000.
• Signage	4000.
• Outreach Projects	3000.
• Seabourne Lake and trees	3000.
• Administrative	<u>2500.</u>
	\$25,000.

## EXHIBIT "B"

### "AGREEMENT"

A memorandum of understanding between  
ROSENBERG PARKS AND RECREATION DEPARTMENT, and  
COASTAL PRAIRIE CHAPTER, TEXAS MASTER NATURALISTS

#### **Background**

The Texas Master Naturalist<sup>TM</sup> Program ("TMN") is a statewide volunteer organization sponsored by Texas Parks and Wildlife Department and Texas AgriLIFE Extension Service. Its mission is to enhance public education and conservation of the Texas natural world.

TMN is represented by regional chapters throughout Texas. The chapters operate by creating cooperative relationships with government and other public and private entities that serve the objectives of the TMN program.

The Coastal Prairie Chapter, Texas Master Naturalists ("CPTMN") serves Fort Bend and Waller counties.

#### **Intent**

The purpose of this Agreement is to create a cooperative relationship between CPTMN and Rosenberg Parks and Recreation Department ("RPRD") with respect to the management of Seabourne Creek Park.

CPTMN proposes to act as an advisor to RPRD in the planning, development and management of the 164-acre area designated as a Nature Park located In Seabourne Creek Park.

#### **Vision**

CPTMN's perception is that the Nature Park is not well known to the community, and it has significant unrecognized potential Impact. It lacks a long range plan. If developed properly, it could be a remarkable asset for Rosenberg.

Clusters of native trees need to be scattered around the walkways and lake and adjoining area to create a natural park-like setting, to provide shaded areas for visitors, to expand habitat for birding. The lake should be stocked with self-sustaining native fish populations that provide year round fishing. Invasive species in the wetlands and nature trail areas should be replaced with native flora. Native plantings and gardens could be established along walkways, e.g. butterfly gardens, to enhance wildlife and create educational opportunities.

The park is a great opportunity to expose youth to the natural world. People are turning to the natural environment, and it should be a resource for providing enjoyment and education for the entire

community, youth and adult.

In addition to the intrinsic value, there is also ample economic justification. Birding, fishing, and natural awareness movements are big business. The tiny town of High Island attracts over 6000 birdwatchers who spend over \$2.5 million annually.

Natural development of the Park will take time, but over the years its value to the Rosenberg community and its recognition throughout the area might rival the expectations for the adjoining Seabourne Creek Regional Sports Park. The Nature Park could be unique to this side of Houston.

### **Objective**

RPRD and CPTMN will work together, with responsibilities including the following:

-CPTMN shall assist and make recommendations to the Park Director in the following areas:

-Provide a twenty year vision for the Nature Park

-Plan and develop the 20-acre Prairie Restoration area

-Native tree and plant recommendations, including species and locations

-Fish stocking plan and implementation

-Seminars and outreach programs at Rosenberg Civic Center and the Park

-Irrigation needs

-Walkways, location and materials

-Educational Signage

-Act as coordinator and liaison with other volunteer organizations, e.g., Eagle Scout projects, youth groups, Texas Master Gardener projects, etc

-**RPRD** shall provide guidance in the following areas:

-Budget-assists CPTMN in estimating financial needs

-Financing-(a) Earmark Grant proceeds for Nature Park projects, (b) Attempt to arrange City financing for Nature Park needs, (c) Assist CPTMN in its own efforts to raise grant money for park projects

-Site Facilities-Assist CPTMN in procuring use of on-site facilities and Civic Center sites for educational forums

-Help provide manpower and equipment if available, subject to City guidelines

### **Terms and Conditions**

- CPTMN agrees and acknowledges that final decision making authority for all Nature Park activity is vested with the Director of RPRD or properly authorized City official.
- CPTMN shall bear no financial obligation or liability for the implementation or completion of projects and activities.
- This agreement may be terminated at any time by either party by providing written 30day notice to the other Partner. This agreement will be reviewed on an annual basis. The agreement begins on the date it is signed by the Rosenberg Parks and Recreation Department and the President of the Coastal Prairie TMN Chapter President.

**It is the objective of Rosenberg Parks & Recreation Department and Coastal Prairie Chapter, Texas Master Naturalists, that they shall work together with the mutual goal of attaining Seabourne Creek Nature Park's potential.**

Agreed to by:



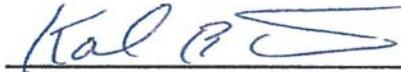
**Jack Hamlett, City Manager**

**City of Rosenberg**

**2110 4<sup>th</sup> Street**

**Rosenberg, TX 77471**

10/28/09  
Date



**Karl Baumgartner, President, CPTM**

**Texas Master Naturalist, Coastal Prairie Chapter, Inc.**

**1402 Band Road, Suite 100**

**Rosenberg, TX 77471**

10/30/09  
Date

**EXHIBIT "C"**  
**City of Rosenberg - RDC Grant**  
**Seabourne Creek Park Project**  
**Coastal Prairie Chapter - Texas Master Naturalists**  
**Funding Proceeds - Check Register**

<u>Date</u>	<u>Check#</u>	<u>Payee</u>	<u>Amount</u>	<u>Balance</u>	<u>Butterfly Garden</u>	<u>Entry Portal</u>	<u>Prairie Restoration</u>	<u>Outreach Program</u>	<u>Signage</u>	<u>Lake</u>	<u>Trees</u>	<u>Admin</u>
Beg Bal	CPTMN-Grant		\$50,000.00									
<b>Total Spending Grant III</b>					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Balance Available For Seaborne Project</b>					<b>\$50,000.00</b>							



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
3	Multimodal Study Presentation
<b>ITEM/MOTION</b>	
Review and discuss presentation from Dr. Alex Medcalf regarding potential Rosenberg Multi-Modal Study, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

A handwritten signature in black ink, appearing to read "R Malik", is written over a light blue horizontal line.

Randall Malik  
RDC Executive Director

1. Presentation of Highway 36A Development Corridor – Feasibility Study
2. Rosenberg Multimodal Hub Concept Study
3. Rosenberg Development Corporation Meeting Draft Minute Excerpt – 03-10-16

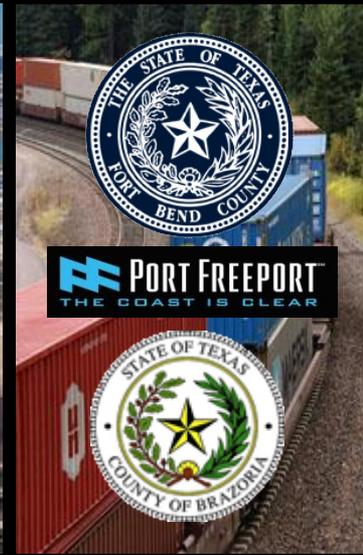
### EXECUTIVE SUMMARY

.At the March RDC meeting, the Board requested hearing a presentation from Dr. Alex Medcalf regarding a proposed Rosenberg Multi-Modal Study (Study). The purpose of the Study would be to build upon the results of the initial SH 36A Rail Development Study and begin to identify the steps necessary to implement the Rosenberg Multimodal Hub. Dr. Medcalf will attend the meeting to present the scope of work for the proposed Study to the RDC Board.

**PRESENTATION TO:**

**FORT BEND COUNTY, PORT FREEPORT, BRAZORIA COUNTY, TEXAS**

**SH 36A DEVELOPMENT CORRIDOR  
FEASIBILITY STUDY  
FINAL PRESENTATION**



Presentation By

*TEMS*

Transportation Economics & Management Systems, Inc.

OCTOBER 27, 2015



# FREEMPORT'S MARKET OPPORTUNITY

# BACKGROUND ON THE PROJECT



- Texas GDP has been growing by 7 percent each year
- Texas added 1.3 million people from 2010 to 2013
- Population to grow from 26 million today to 40 million by 2050.



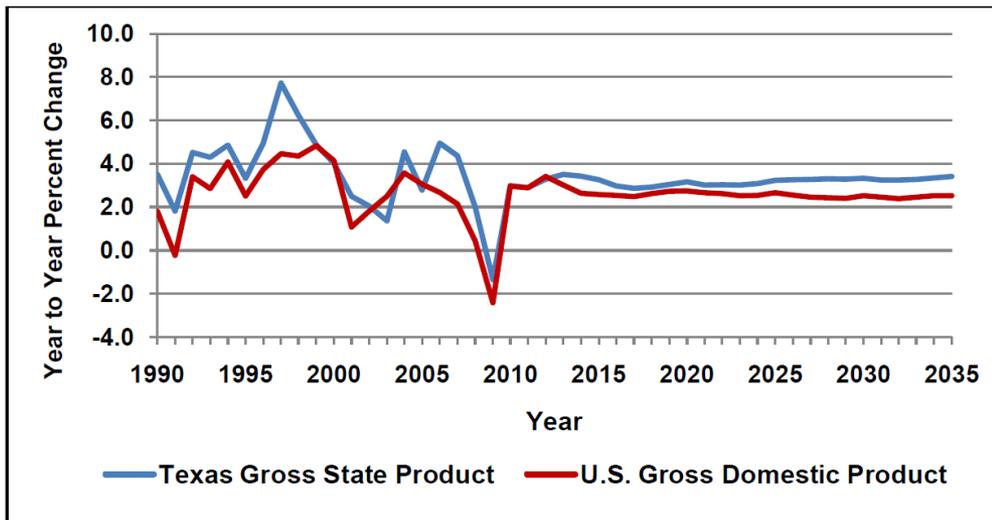
**Texas Transportation System needs increase efficiency and capacity to meet future needs.**

# MINIMAL CHANGE IN GROWTH FROM PREVIOUS STUDY ASSUMPTION



*Historically, Texas GDP growth rate has been significantly higher than US growth Rate. “Forecasts from the Texas Comptroller of Public Accounts predict that the U.S. and Texas economies will rebound from the current recession (in terms of GSP and GDP), and grow at 2.6 percent and 3.37 percent, respectively, on average, per year between 2010 and 2035 (Figure 2-1).<sup>7</sup> An efficient and well-maintained transportation system is vital to the state’s ability to remain economically competitive at home and abroad.”*

Figure 2-1: Comparative Annual Economic Growth, 1990 to 2035



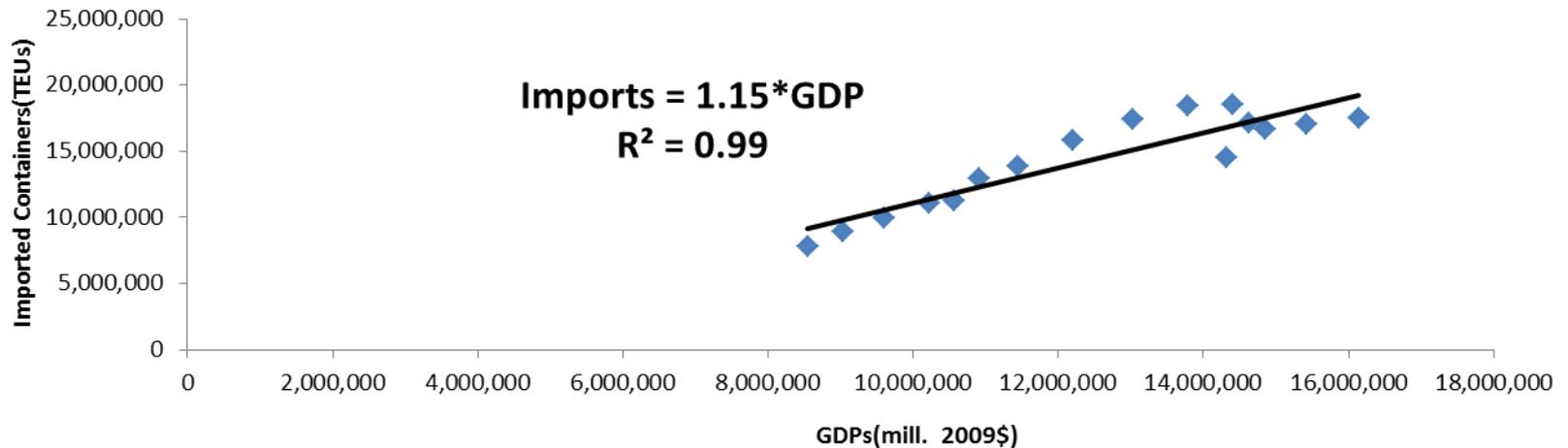
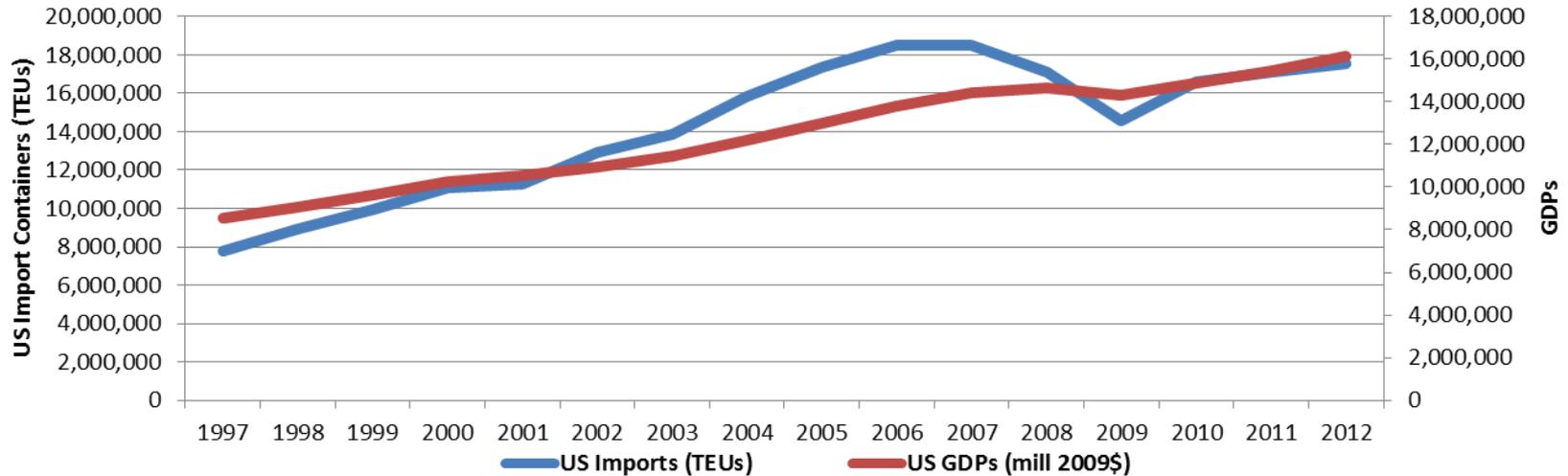
\* Source: Texas Statewide Long-Range Transportation Plan 2035 at: [http://ftp.dot.state.tx.us/pub/txdot-info/tpp/rural\\_2035/report/slrtp\\_final\\_ch2.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/tpp/rural_2035/report/slrtp_final_ch2.pdf)

The Texas Comptroller Forecast is in **REAL DOLLARS**

Adding a 2% annual inflation gets us right back into the 5+% range.

**Average growth rate will be 5.4% (NOMINAL DOLLARS) for the Texas market area**

# CONTAINER IMPORTS VS NOMINAL GDP - NATIONAL TREND

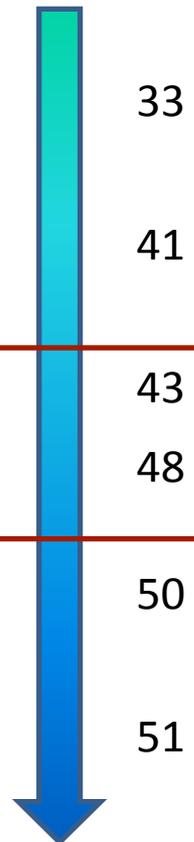
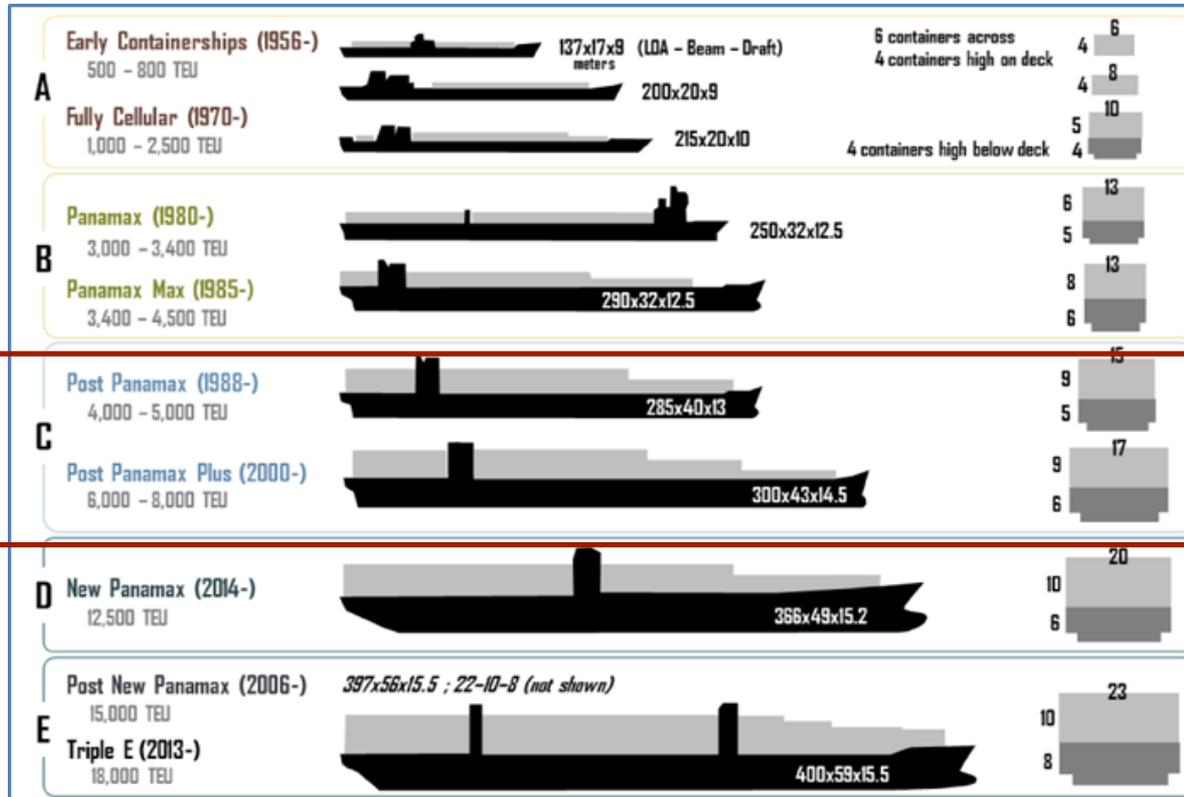


**Imports are closely related to GDP nominal, which is used to forecast imports in the future. Growth rate has been moderated by recent recession.**

# SHIP SIZE AND REQUIRED DEPTH

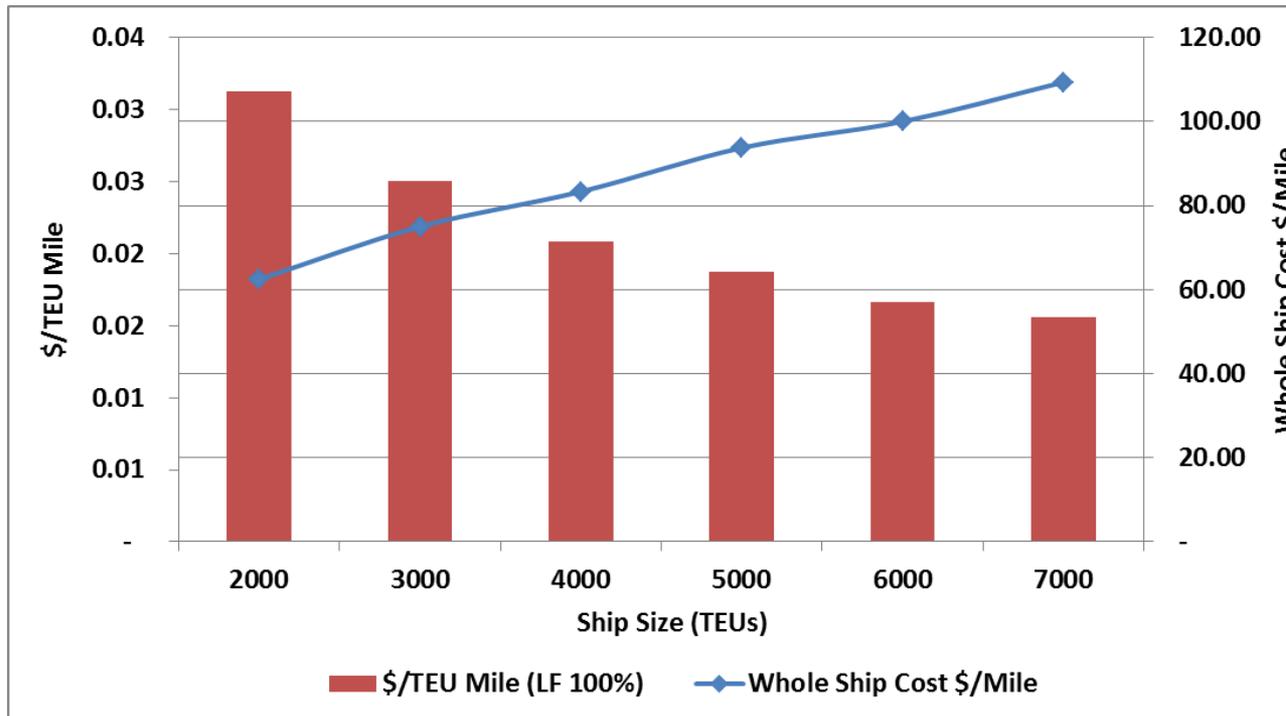


Water Depth(ft)



**Capacity of New Panamax ship will increase 2-3 times, but requires 48-51 feet draft. Only a few Gulf and East Coast ports can support this, but in the long term Freeport will be able to accommodate these larger ships.**

# ECONOMIES OF SCALE FOR BIGGER SHIPS



Source: Reproduced based on Figure 4.3 Impacts of Containership Size, Service Routes, and Demand On Texas Gulf Ports , TXDOT, 2001

- 2015 Shipping cost will decrease from \$0.04/TEU·Mile to \$0.02/TEU·Mile (70% loading factor and inflation since 2001).
- **This cuts shipping line-haul costs in half.**
- East Coast Ports are expanding their capabilities, so Big Ships will be used in both Pacific and Atlantic (e.g. Suez) trade lanes.

# PANAMA CANAL STRATEGY



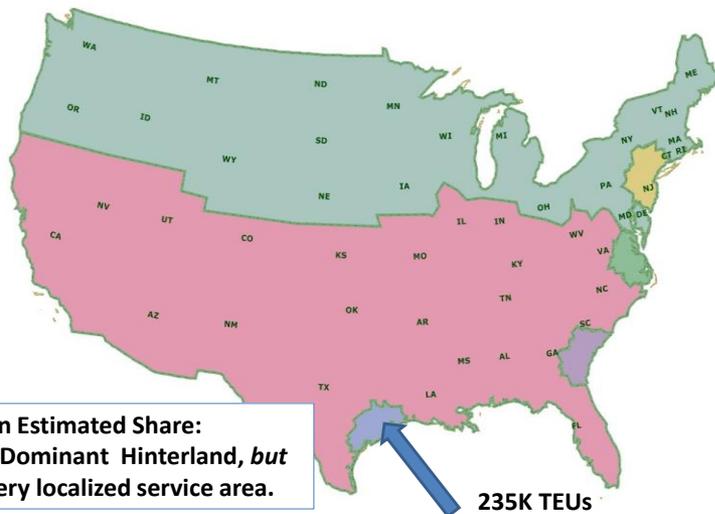
## **“BUILD” A NEW PORT IN TEXAS: FREEPORT**

- Freeport can be fully developed as a container terminal that can handle big ships (56 ft.) Houston however remains at 45’ channel.
- Effective intermodal links will be needed (rail links and inland ports) for Freeport to serve the key market areas of Dallas, Fort Worth, San Antonio and beyond.
- Intermodal linkages such as a Container on Barge/COB service are proposed, but not required to maintain connectivity between Freeport and the traditional Houston Ship Channel area, since the ocean cost savings are sufficient to support even high cost trucking from Freeport to Houston Ship Channel area.

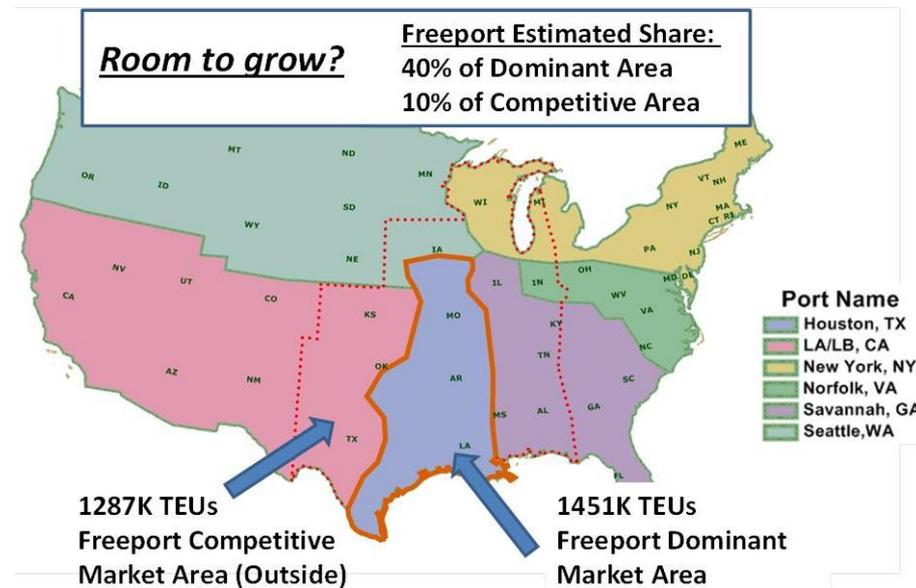
# BIGGER SHIPS EXPAND FREEPORT'S NATURAL HINTERLAND FOR ASIA AND EUROPEAN TRAFFIC



**Asia Port Hinterlands Today**



**After Panama Canal Expansion**

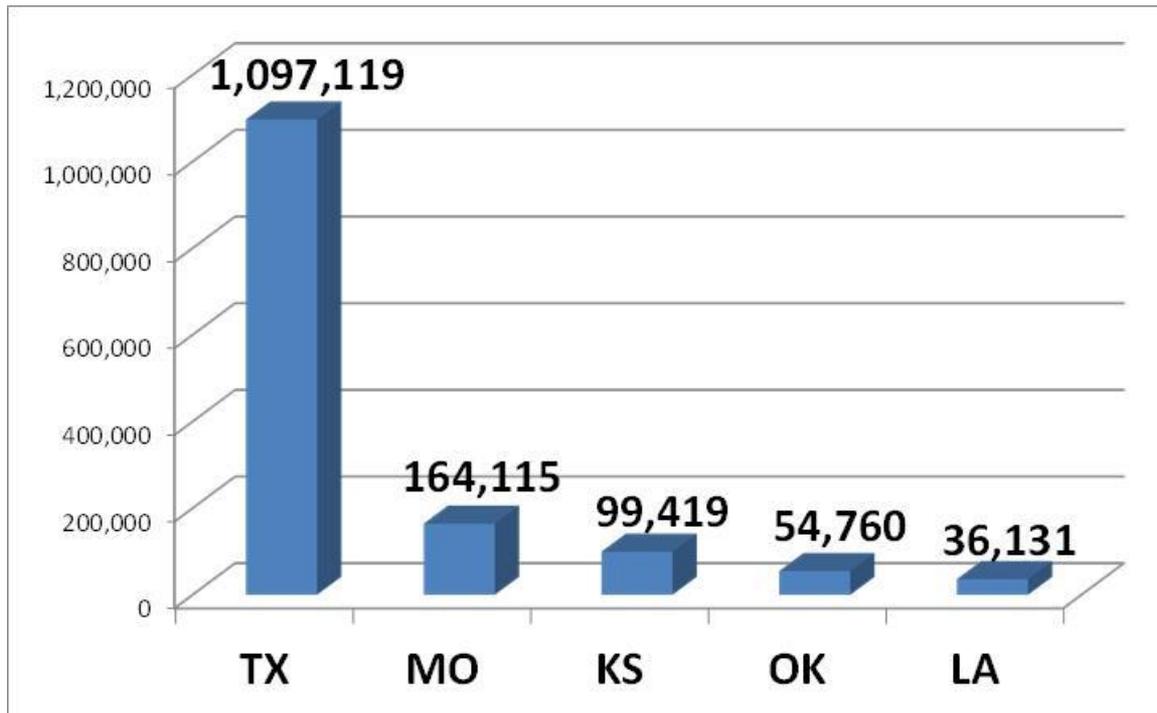


**Currently, there is a strong West Coast advantage with small ships, but Houston fares no worse than Eastern Ports. Big ships cut line-haul costs in half, resulting in a huge (7X) increase in potential Freeport Hinterland Total Market TEUs**

# THE ASIA MARKET WITHIN THE FREEPORT SERVICE AREA IS HEAVILY SKEWED TOWARDS TEXAS (PARTICULARLY DFW)

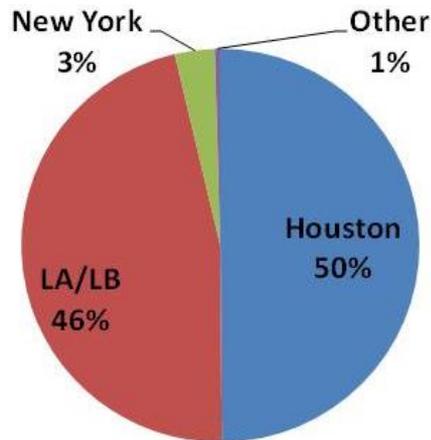


## ASIA 2014 TEU DISTRIBUTION WITHIN THE DOMINANT MARKET AREA

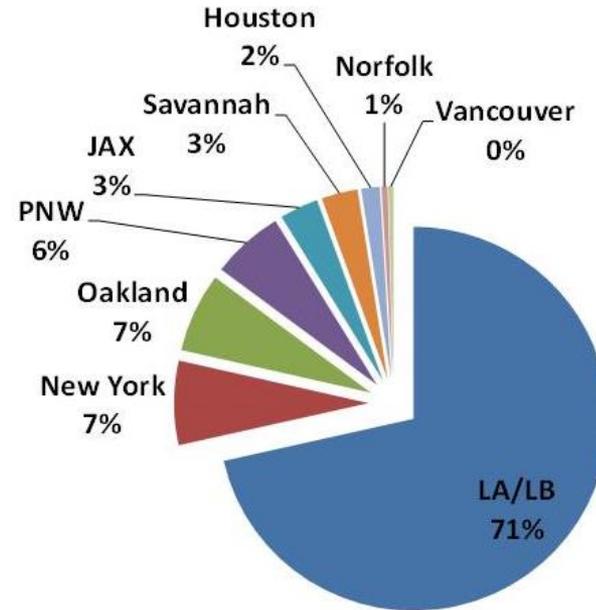


*This Supports an Increase in the Freeport Modal Share Projection*

# CURRENTLY HOUSTON'S SHARE IS 22% OF TEXAS MARKET



**HOUSTON**

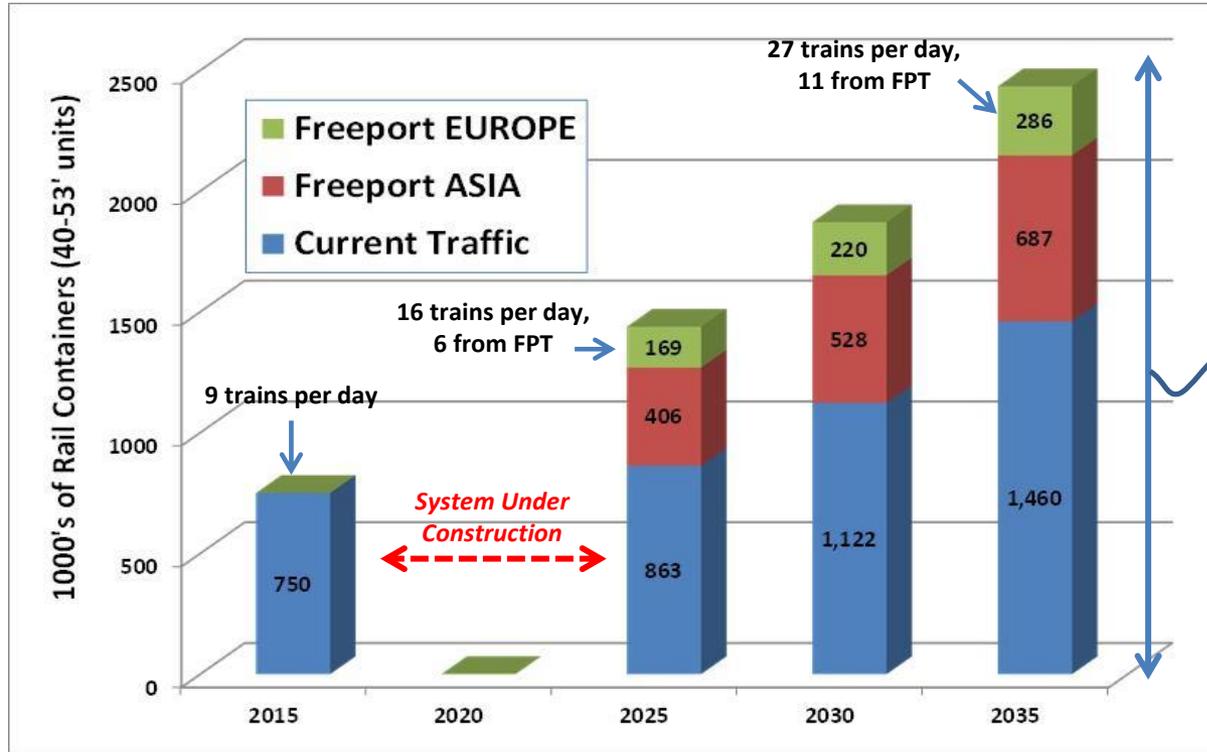


**DALLAS-FORT WORTH**

***This results from the economics of small ships, where small vessels currently hold more than 50% market share vs. the West Coast in Houston. Houston currently has only a negligible share of DFW market, but Texas ports share will increase with large ships provided they have effective access to the DFW market.***

# RAIL CONTAINER FORECAST FOR DFW MARKET WITH PORT FREEPORT AND BIG SHIPS

FEASIBILITY



*With Large-Vessel economics and a rail connection, Freeport can compete at DFW.*

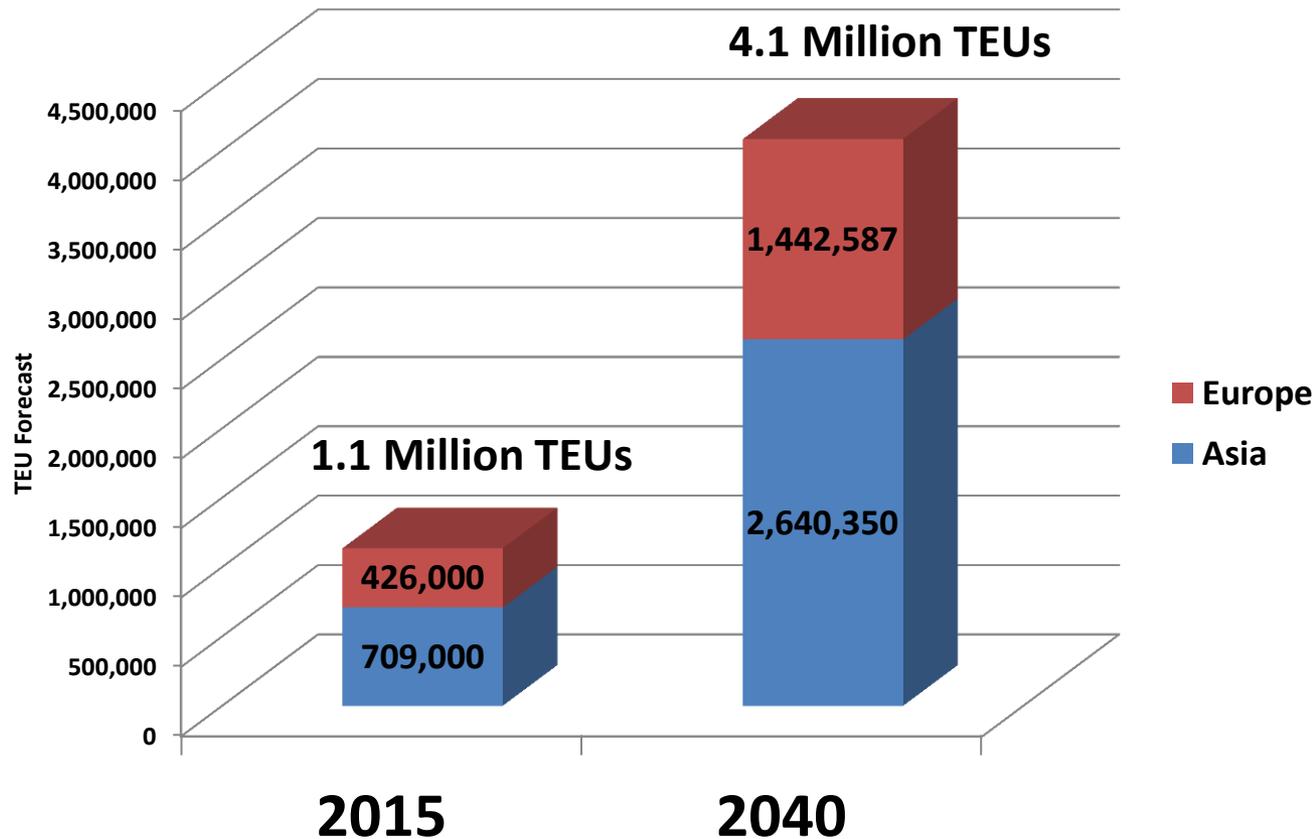
*A forecasted more than tripling of rail intermodal demand by 2035 will put considerable pressure on both rail line and terminal capacity in Texas*



**Notes:**

1. Estimate approx. 750,000 containers total IMX market in and out of DFW today.
2. Freeport will come online between 2020 and 2025. By 2025 fully operational.
3. Freeport would add rail European boxes that are currently trucked which results in an immediate boost in rail traffic

# OVERALL FREEPORT CONTAINER MARKET FORECAST\*

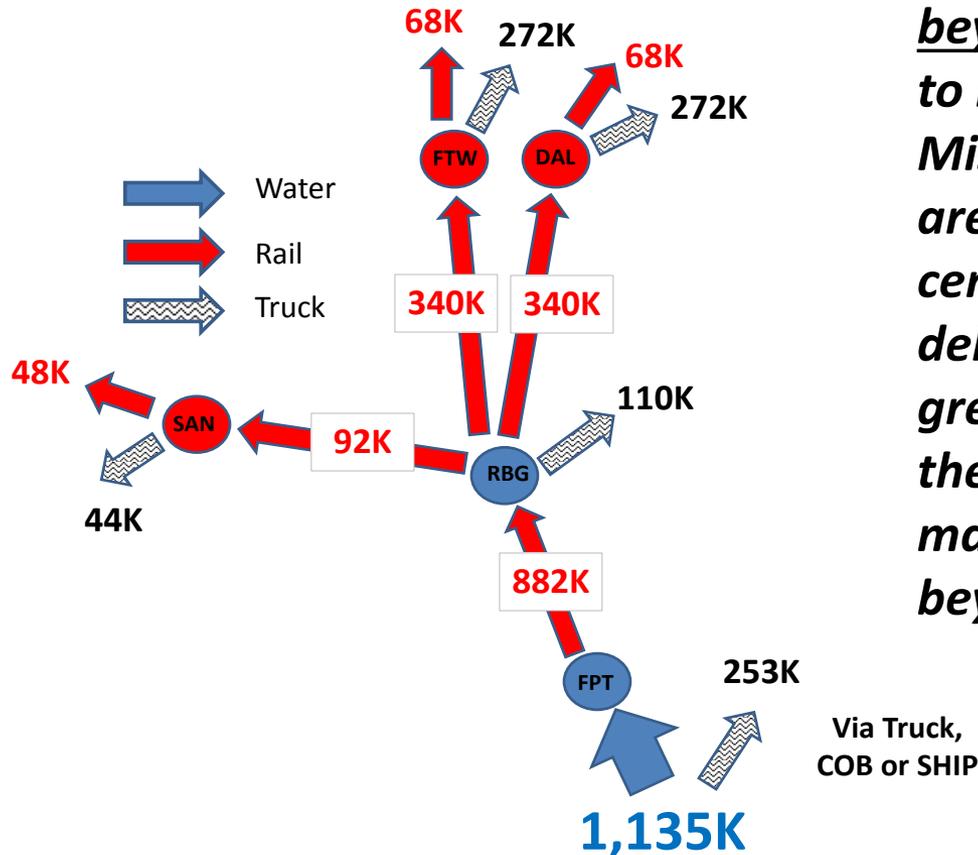


\* There are an additional 60k South American and Caribbean containers at Freeport (Great White Fleet) and 185K more at Houston, not included in the above totals.

# PROPOSED INLAND PORT OPERATIONS



## 2015 DETAIL



*Dallas/Fort Worth logistics centers serve an extended market area even beyond Texas extending all the way to Kansas, Missouri and the Mississippi River. Ocean containers are brought by rail into these logistics centers and repacked for final delivery by truck. PIERS data shows a great deal of market concentration at the Houston and DFW hubs and not many ocean containers moving far beyond the metropolitan areas.*



# THE PROJECT AS ENVISIONED

# FOUR KEY PROJECT COMPONENTS

FEASIBILITY



## – *Port Freeport*

- *Provide an Ocean Interface with >50 feet channel depth for Big Ships.*
- *Major concentration will likely be on lower valued, bulky or heavy containerized goods.*
- *Truck or COB connections into the local Houston market; rail beyond Houston.*

*Focus of  
this study*



## – **Improved Rail Connection to Rosenberg and Caldwell**

- *To attract shippers to Freeport as a major container port requires the port to be served by at least two rail carriers*
- *Rail link would provide competitive rail access from Freeport to Dallas/Fort Worth and Beyond*

## – **Dallas, Fort Worth, San Antonio Rail Inland Ports**

- *Provide effective rail connections to high-volume Texas markets that are beyond the range of cost effective trucking from Freeport.*
- *Offer rail connectivity to northern and eastern major Gateway cities as well*
- *Operations of the Inland Ports will be coordinated with the main port so container stacking and storage can be optimized, maximize the percentage of traffic that can be “Live Loaded” at Port Freeport, as well as seamlessly integrate Freeport’s traffic into the national rail network.*

## – **Rosenberg Integrated Hub**

- *Relieve congestion and capacity constraints at the downtown Houston rail ramps.*
- *Maintain competitive rail connections to West Coast for high valued containerized goods*
- *Offer rail connectivity to northern and eastern major Gateway cities as well*
- *Anchor a substantial base of distribution warehousing and logistics support*



## 03 Cargo Storage Requirements

Port Freeport is rapidly approaching the capacity of existing marine terminal space.

Area requirements of Current/Potential Business Lines:

▪ Dole	14 acres
▪ Chiquita/MSC	20 acres
▪ Mammoet	20 acres
▪ Vulcan	5 acres
▪ Hoegh	35 acres
▪ Other OEM (Hoegh)	150 acres
▪ Tenaris	40 acres
▪ CNG	5 acres

Total Area Required ~ 289 acres

The space to handle these cargo requirements is NOT AVAILABLE on current footprint.

Solutions to storage space constraint includes:

▪ Development of Near Terminal Multimodal Logistics Center (Parcels 14 and 19 see page XX).

▪ Improve existing terminal operating efficiency by more effectively. This should immediately start to be planned and implemented for the Dole and Chiquita yards, by relocating same behind Berths 7/8.

- *There's plenty of Land in and near the Port Complex. . . But not much room dockside!*
- *There are many potential competing uses for dockside space:*
  - *Container Yard*
  - *Bulk*
  - *Ro/Ro Auto Facility*
  - *Teneris Steel*
  - *Warehousing, Cross Docking and Logistics*
- *It was suggested to consider development of a rail ICTF away from the congested dockside area where more land would be available to permit a highly efficient layout*

# STARTING POINT FOR THE ROUTE: NORTH RIVER ICTF



- ***North River ICTF site has ample land and would be linked by a dedicated drayage road.***
- ***Currently, SH36 has a very lightly-used 4-lane bridge over the Brazos River connecting on both ends to a 2-lane highway facility. It is assumed that the existing northbound lanes would be repurposed to serve the port drayage. The existing southbound lanes should suffice for a 2-way public SH36 highway.***

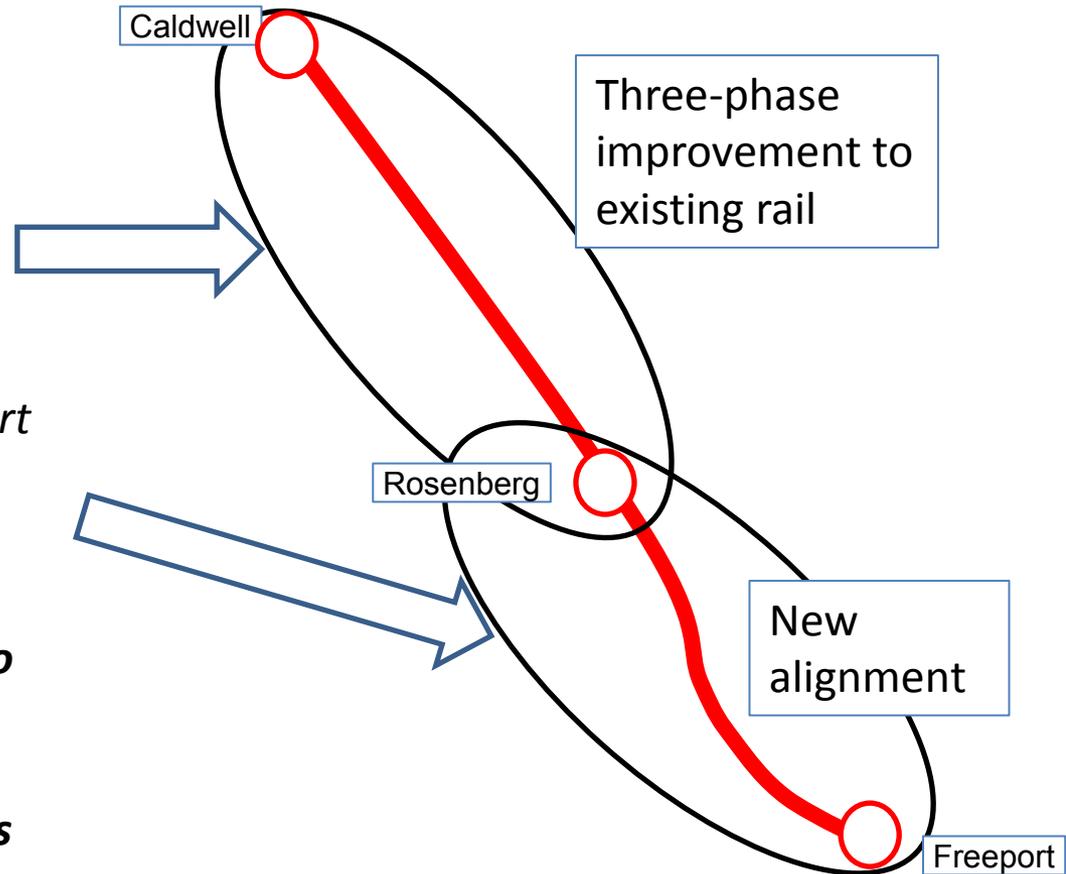
# PROPOSED SH 36A RAIL CORRIDOR

FEASIBILITY

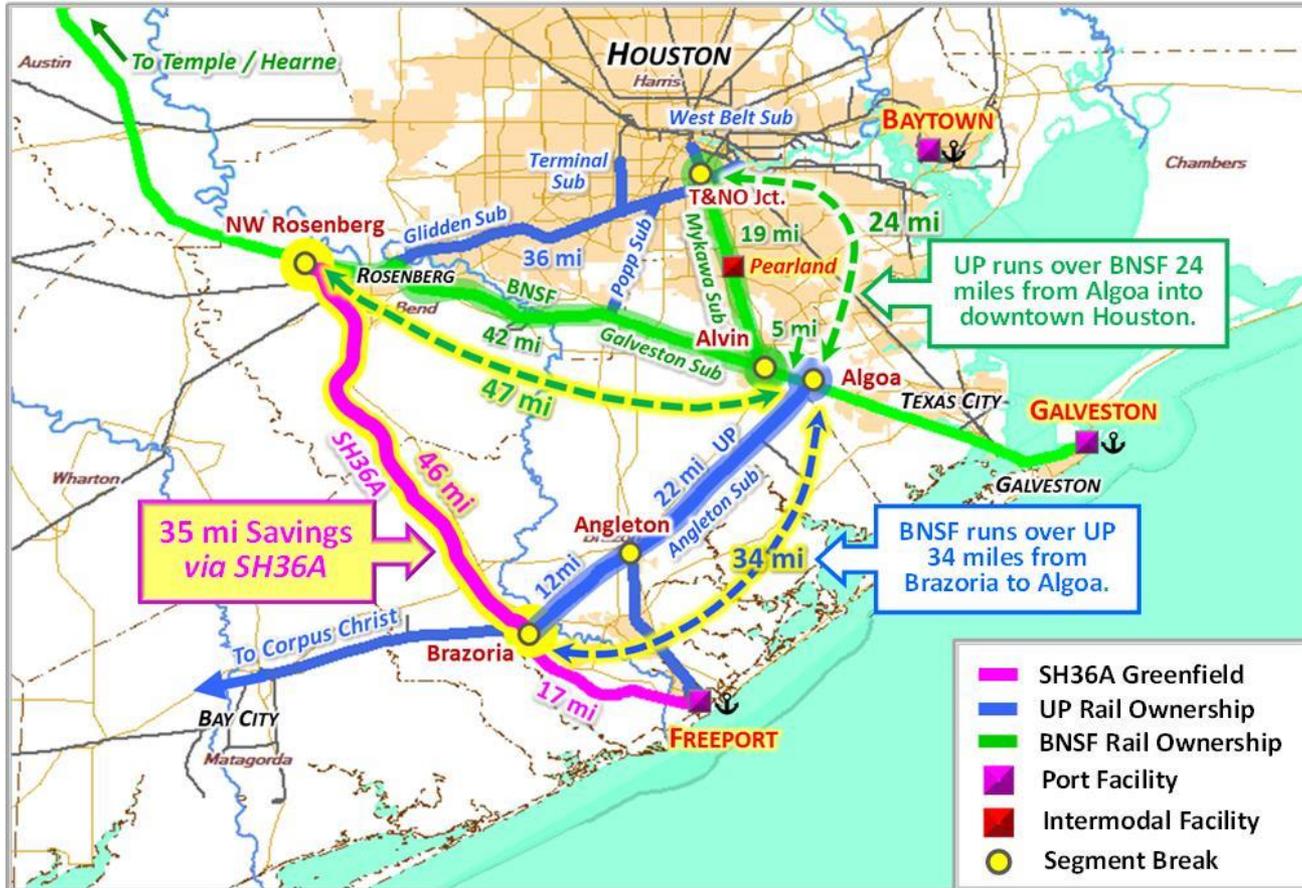


*The proposed rail corridor includes:*

- **A shared and upgraded existing rail segment**  
*Rosenberg to Caldwell where UP trains would diverge to Hearne.*
- **A greenfield segment** Freeport to Rosenberg eliminates 35 mile “dog leg” via Algoa.
- **This provides dual access to the Port of Freeport, and also an effective bypass of the Houston area for both the BNSF and UP railroads that is shorter than UP’s existing route through the city.**



# NEW ROUTE IS 35 MILES SHORTER AND REDUCES THE NEED FOR TRACKAGE RIGHTS



## CURRENT SCENARIO:

*Each railroad must pay the other for every train they run, but railroads don't like making payments to direct competitors*

*Railroads don't like making investments in their own lines that benefit direct competitors without cost sharing*

*Railroads don't like investing in competitor's rail lines*

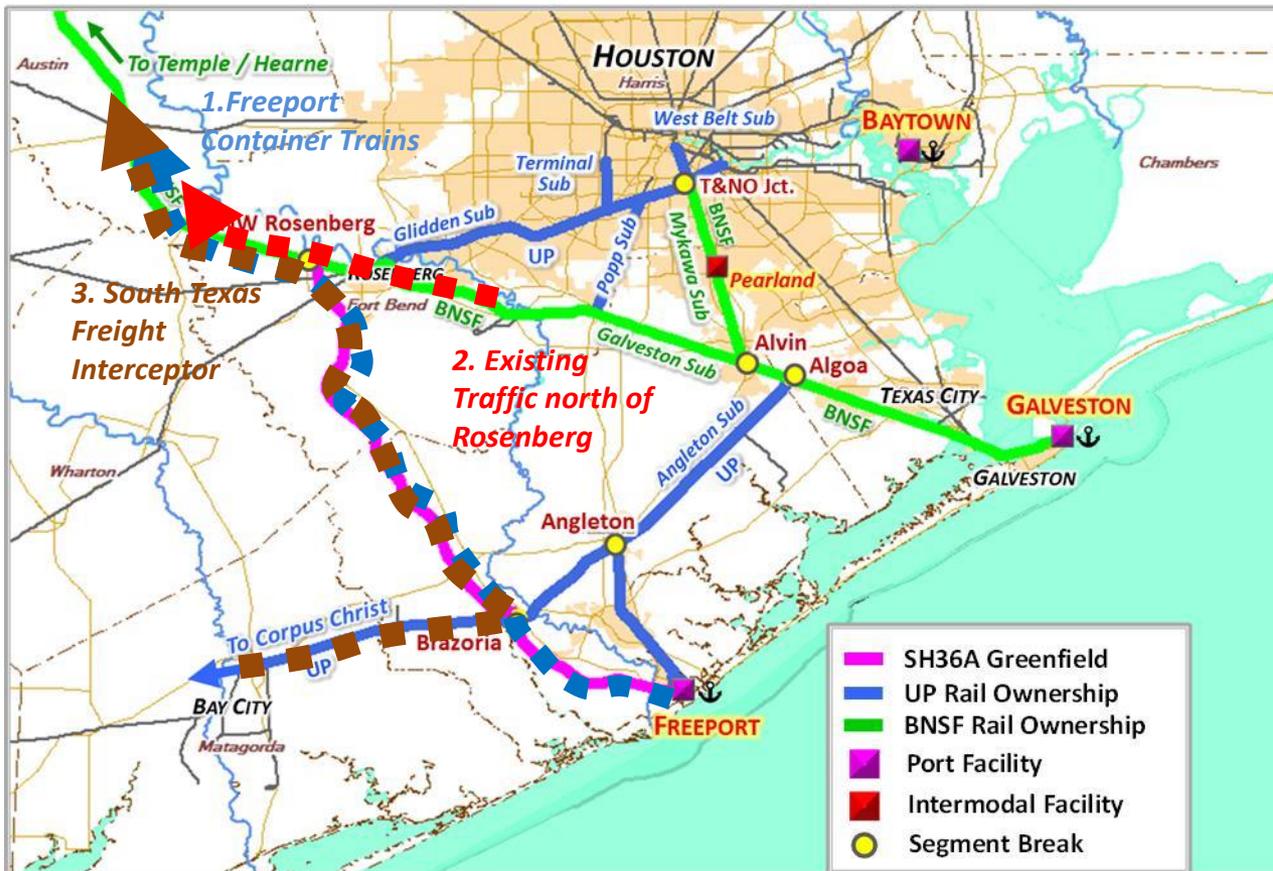
*The current institutional structure of rail ownership in South Texas creates disincentives to private investment*

## PROPOSED SCENARIO:

*With development of Port Freeport, efficiency can be improved by development of a new direct route from Freeport to Rosenberg to Caldwell. The project would be developed as a PPP by the Brazoria Fort Bend Rail District*

# RAIL TRAFFIC THAT COULD USE THE NEW CORRIDOR

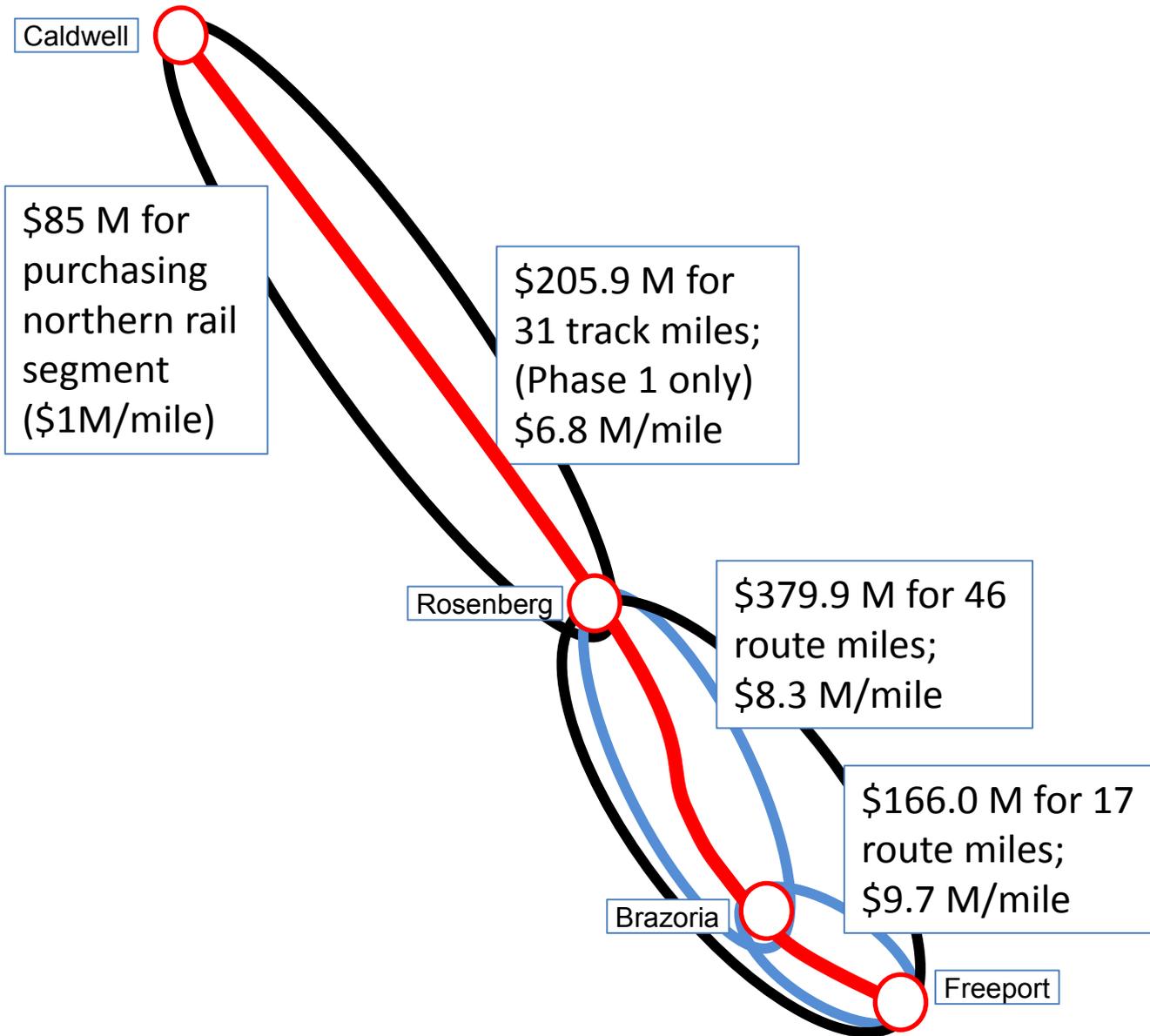
FEASIBILITY



1. **Freeport Container Trains from the new ICTF**
2. **Existing BNSF and UP traffic between Rosenberg and Caldwell**
3. **South Texas Freight (both intermodal and carload) short cut to Temple and Hearne\***

\* Not included in current financial assumptions

# COST BREAKDOWN

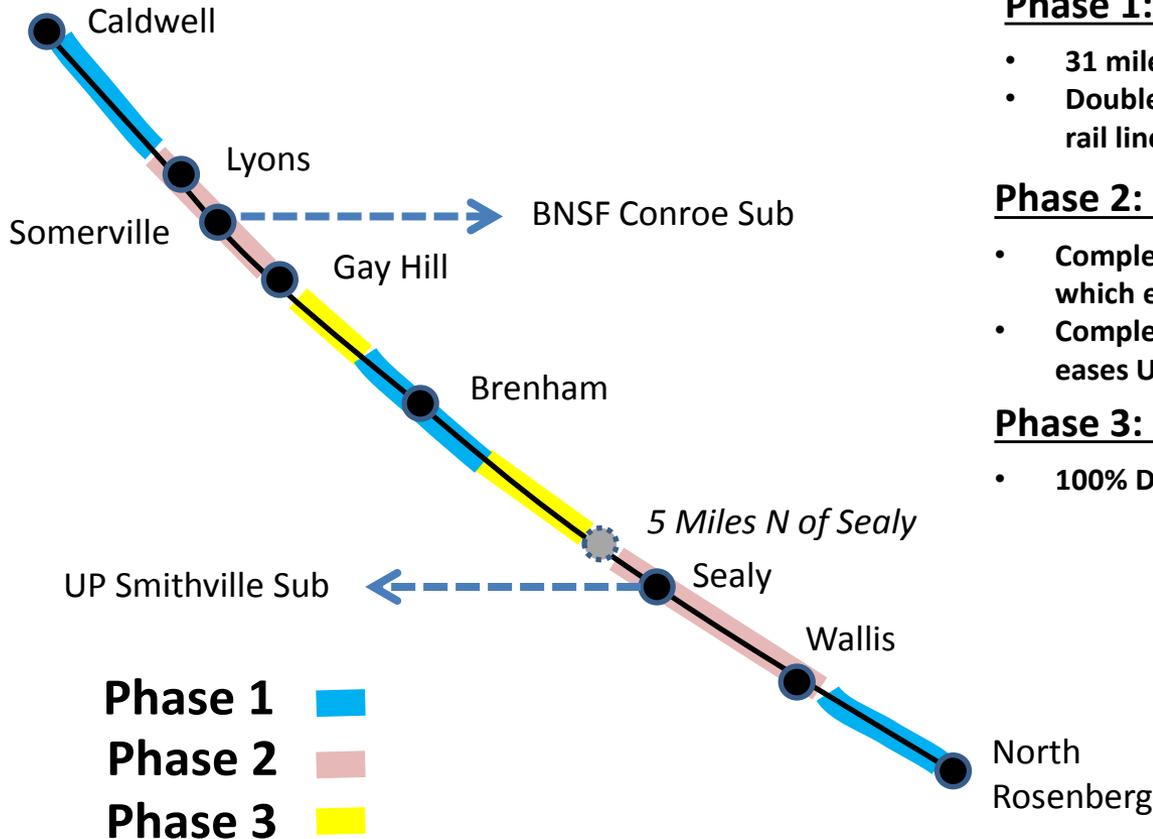


# ROSENBERG TO CALDWELL

FEASIBILITY



## 3-Phase Implementation of Proposed Caldwell to Rosenberg Double Track



### Phase 1: 31 miles of Double Track

- 31 miles of double track at ends and in the middle
- Double track at the end to buffer connections to other rail lines

### Phase 2: 20 add'l miles of Double Track

- Complete double track from Caldwell to Somerville which eases BNSF access to Conroe Sub
- Complete double track from Rosenberg to Sealy, which eases UP access to Smithville Sub

### Phase 3: Fill in all Remaining Gaps

- 100% Double-Track from Rosenberg to Caldwell

# R2C2 COST COMPARISON



## – Colorado Rail Relocation Implementation Study (R2C2)

- R2C2 2008 Unit Costs approved by BNSF and UP; adjusted for inflation
  - R2C2 - \$7.2 Million per mile in 2015 dollars
  - Port Freeport to Rosenberg - \$8.7 Million per mile in 2015 dollars
- Key comparisons:
  - Higher land and utility relocation costs
  - Lower grading and signal system costs

36A RAIL CONCEPTUAL LEVEL RAILROAD CONSTRUCTION COST: PORT FREEPORT TO ROSENBERG (63 MILES)				R2C2 ALIGNMENT B (180 MILES)		
COST CATEGORY		TOTAL COST	PRICE PER MILE (2015 \$)	TOTAL COST (2008 \$)	PRICE PER MILE	
					(2008 \$)	(2015 \$)
1	RIGHT OF WAY	\$ 18,500,000	\$ 290,000	\$ 12,000,000	\$ 70,000	\$ 76,000
2	GRADING	\$ 99,400,700	\$ 1,580,000	\$ 317,000,000	\$ 1,760,000	\$ 1,910,000
3	UTILITIES/GRADE SEPARATIONS	\$ 91,700,000	\$ 1,460,000	\$ 60,000,000	\$ 330,000	\$ 358,000
4	RAIL CROSSINGS/DRAINAGE STRUCTURES	\$ 37,300,000	\$ 590,000	\$ 31,000,000	\$ 170,000	\$ 184,000
5	TRACKWORK	\$ 76,001,600	\$ 1,210,000	\$ 232,000,000	\$ 1,290,000	\$ 1,400,000
6	FENCES AND SIGNS	\$ 3,000,000	\$ 50,000	\$ 10,000,000	\$ 60,000	\$ 65,000
7	SIGNAL AND COMMUNICATIONS	\$ 29,500,000	\$ 470,000	\$ 123,000,000	\$ 680,000	\$ 738,000
8	AT-GRADE CROSSINGS	\$ 5,900,000	\$ 90,000	\$ 7,000,000	\$ 40,000	\$ 43,000
9	OTHER COST ITEMS	\$ 184,600,000	\$ 2,930,000	\$ 396,000,000	\$ 2,200,000	\$ 2,387,000
<b>TOTAL:</b>		<b>\$ 545,902,300</b>	<b>\$ 8,670,000</b>	<b>\$ 1,188,000,000</b>	<b>\$ 6,600,000</b>	<b>\$ 7,162,000.00</b>

2008 to 2015  
Adjustment for R2C2 Costs      8.51%

# CONTEXT FOR RAIL INTEGRATION

FEASIBILITY



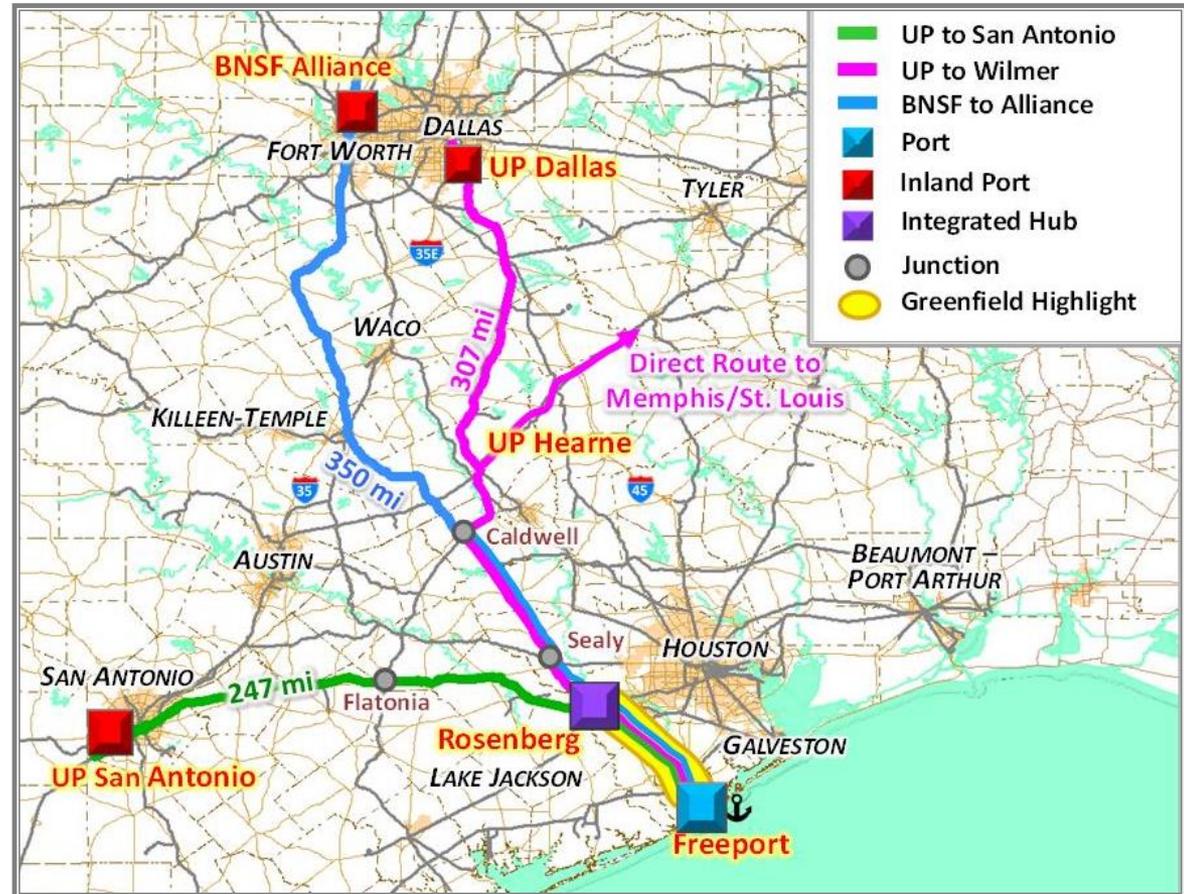
## Concept Study envisioned

### – Rail Inland Ports at:

- Dallas
- Fort Worth
- San Antonio

### – Integrated Hub at:

- Rosenberg

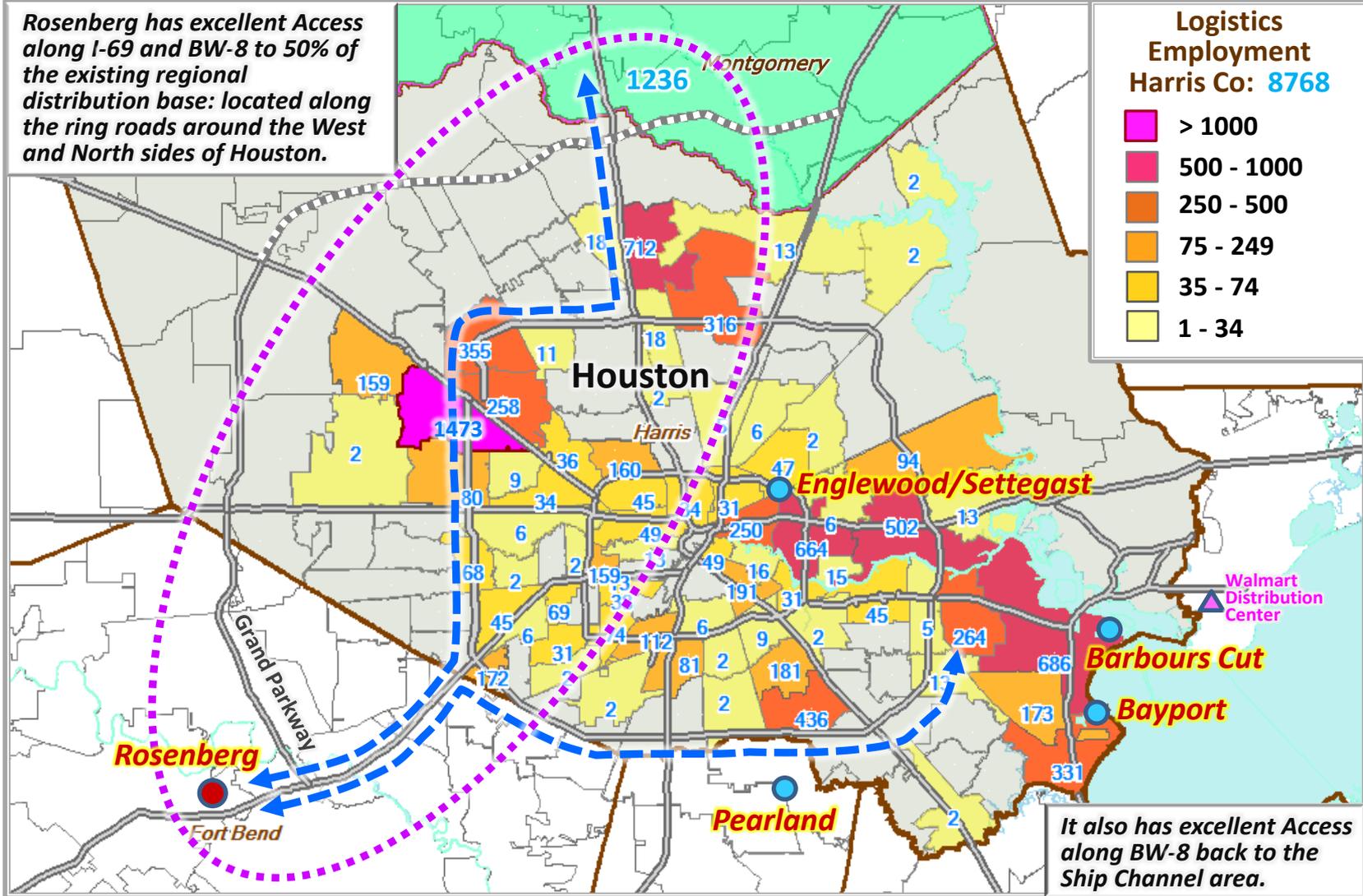


# THE CASE FOR ROSENBERG DISTRIBUTION

FEASIBILITY



Rosenberg has excellent Access along I-69 and BW-8 to 50% of the existing regional distribution base: located along the ring roads around the West and North sides of Houston.



It also has excellent Access along BW-8 back to the Ship Channel area.

# A ROSENBERG INTEGRATED HUB OFFERS

FEASIBILITY



## – ***Excellent Access to Existing Logistics Areas***

- *Easy access to existing logistics areas along ring roads – developing centers in Fort Bend County, as well as north and west of Houston, and even back to the Ship Channel area using the Sam Houston Tollway.*
- *SH 36A Highway would enhance access Port Freeport to Rosenberg to DFW supporting flow reversal, which would result in a better fronthaul/backhaul lane balance for the trucking companies*

## – ***Room to Grow***

- *Plenty of developable land in close proximity to major markets.*
- *Use of Rosenberg Ramp would reduce rail and highway congestion in downtown Houston. It reduces train count in the rail terminal and keeps drayage trucks off congested urban highways*

## – ***Rail Integration both West and East***

- *Three Class I Railroads: UP, BNSF and KCS offer convenient access to West Coast Ports and Mexico via existing rail lines, for supporting both international and domestic freight movements*
- *New Freeport Rail Corridor (under development) will add a congestion free rail link avoiding Houston providing a “Short Cut” to eastern gateways of Memphis, St. Louis, Kansas City, Chicago and Canada*

## – ***Port Integration***

- *Although development of Port Freeport is separate from the Rosenberg Integrated Hub and each project has Independent Utility, the coordinated development of both projects together would be economically synergistic and mutually supportive.*
- *Integrating Port Freeport container traffic into the UP rail network at Rosenberg could help support the volume requirements for running full trains from Rosenberg to Los Angeles, El Paso, San Antonio, Chicago, St Louis, Memphis and other potential destinations.*

# EXAMPLE: CSX WINTER HAVEN FACILITY

FEASIBILITY



- **318 Acres rail facility, surrounded by 930 acres reserved for development of up to 7.9 million square feet of warehouse distribution centers**
- **Projected at full build-out, the Winter Haven ILC will create 8,500 annual jobs with a total annual payroll of \$282.2 million.**



## References:

- [http://railtec.illinois.edu/RREC/presentations/A/04/19\\_Brinker.pdf](http://railtec.illinois.edu/RREC/presentations/A/04/19_Brinker.pdf)
- <http://www.bizjournals.com/tampabay/news/2014/07/29/csx-intermodal-facility-in-winter-haven-getting.html>
- <http://www.myfoxtampabay.com/story/26807665/2014/10/16/csx-hub-in-winter-haven-expected-to-boost-local-economy>
- <http://www.flgov.com/2012/11/08/governor-scott-breaks-ground-on-winter-haven-intermodal-rail-terminal/>
- <http://www.railwayage.com/index.php/intermodal/csx-winter-haven-intermodal-terminal-up-and-running.html>
- [http://www.tbrta.com/tbaq-issues/tbaq-2008-10\\_csx-winter-haven.pdf](http://www.tbrta.com/tbaq-issues/tbaq-2008-10_csx-winter-haven.pdf)



# BENEFITS, FINANCING AND INSTITUTIONAL FRAMEWORK

# KEY REQUIREMENTS FOR SH 36A RAIL

FEASIBILITY



***To attract shippers to Freeport as a major container port requires the port to be served by at least two rail carriers.***

***It is proposed to develop an efficient rail freight route that bypasses downtown Houston on the west side, reducing rail and highway traffic congestion in Houston. To accomplish this:***

- 1. A new greenfield freight rail alignment would be built from Port Freeport to North Rosenberg via Brazoria.***
- 2. The existing BNSF Galveston Subdivision would be upgraded from North Rosenberg to Caldwell. Enough capacity would be added to handle forecasted rail volumes north from Port Freeport to Rosenberg to Caldwell.***
- 3. For the rail connection, and effective, self financing PPP framework would be developed for funding needed rail capacity investments at attractive interest rates.***
- 4. One option is for the Brazoria Fort Bend Rail District to create a neutral operating authority (like ACTA in Los Angeles) to own and maintain the corridor, and ensure equitable access for the railroads at economical fees.***

# KEY FINANCIAL ASSUMPTIONS



- *Utilize public financing at low interest rates to develop needed and agreed upon capacity and safety improvements*
- *Purchase any needed ROW and tracks at fair market value. Either purchase corridors up front with cash or else remit usage fees to the selling railroad over time.*
- *Use container fees to cover operating expenses, cyclic capital needs, capacity expansions and repay debt service so the system is financially self-supporting*
- *Set access fees at minimum compensatory levels to incentivize maximum use of the bypass rail corridor, where possible relieving congestion in downtown Houston*

# PROPOSED FINANCIAL FRAMEWORK FOR BRAZORIA FORT BEND RAIL DISTRICT

FEASIBILITY



***Modeled after Alameda Corridor (ACTA) PPP. A two-tiered pricing strategy is proposed for the Freeport Rail Corridor. Current pricing targets are:***

- An affordable price for Container traffic to/from Freeport (20-30¢ per TEU-mile)***
- An even lower price for carload and non port related traffic (35-45¢ per Car-mile)***

## ACTA Rate History

	Loaded WB Per TEU	Empty or NWB Per TEU	Other Railcar	CPI Increase %
2002	15.00	4.00	8.00	Base
2003	15.45	4.12	8.24	3.0
2004	15.79	4.21	8.42	2.2
2005	16.26	4.34	8.67	3.0
2006	16.75	4.47	8.93	3.0
2007	18.04*	4.57	9.13	2.2
2008	18.67	4.73	9.45	3.5
2009	19.31	4.89	9.77	3.4
2010	19.60	4.96	9.92	1.5
2011	19.89	5.03	10.07	1.5
2012	21.60**	5.17	10.35	2.8
2013	22.25	5.33	10.66	3.0
2014	22.58	5.41	10.82	1.5
2015	22.92	5.49	10.98	1.5

See: <http://www.acta.org/gen/ACTARate%20History.pdf>

Current ACTA Average Rate: \$22.92 + \$5.49 = \$28.41 per TEU (40 mile round trip) or 71¢ per TEU-mile

ACTA Carload rate about 55¢ per car mile (20 mile one way trip) . If 1 Railcar = 4 TEU then the carload rate is just 12% of the container rate. In Los Angeles, this low rate is intended to encourage carload traffic to use the trench instead of using the old non-grade separated lines.



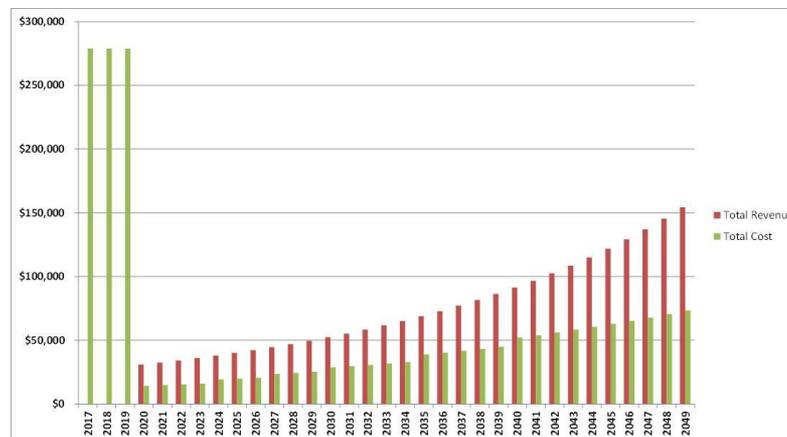
\* Includes additional permanent RR settlement increase  
\*\* Includes additional temporary RR settlement increase

WB = Waterborne  
NWB = Non-waterborne

# PRELIMINARY FINANCIAL ANALYSIS



	NPV
IMX Revenues	\$579,551
Car Revenues	\$789,581
<b>Total Revenue</b>	<b>\$1,369,132</b>
GF Capital Cost	\$768,238
Track Mtce Cost Oper	\$290,569
Track Mtce Cost Cap	\$145,422
Admin Cost	\$38,722
<b>Total Cost</b>	<b>\$1,242,951</b>
<b>NET</b>	<b>\$126,181</b>



- **Conceptual Analysis undertaken from the point of view of the Railroad Authority, in nominal year of expenditure (YOE) dollars. Freeport to Caldwell est. cost \$837 million assumed in operation by 2020**
- **Due to the length of the route and forecasted tonnage, operating and capital maintenance is a significant component of the corridor’s cost structure, which must be recovered through usage fees.**
- **At a competitive tolling level and existing carload traffic north of Rosenberg to Caldwell; 4.4% interest and 1.4% inflation the NPV is \$126 million positive: this suggests that an infrastructure authority could fully service its Bonds from fees without needing subsidy or grant assistance.**
- **More study is needed to positively confirm costs and revenues, but suggests potential for a RRIF loan or use of Revenue Bonds as a low-cost financing vehicle for developing needed infrastructure improvements**



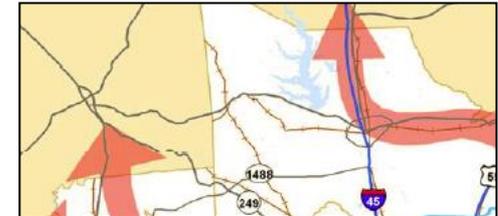
# ECONOMIC IMPACTS AND NEXT STEPS

# SH 36A MAJOR FREIGHT OPPORTUNITIES\*

FEASIBILITY

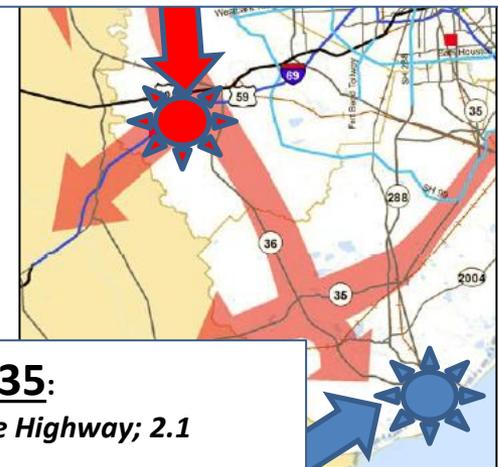


- **Current modeling suggests water penetration of local Houston market won't change much, due to added trucking cost from Freeport.**
  - Most new Freeport traffic goes to Dallas, Fort Worth, San Antonio and beyond – served today out of LA/LB.
  - As a result, rail volumes will continue to increase everywhere and UP and BNSF will still need to develop additional ramp capacity.
- **Rosenberg is well positioned in the future to become a major rail logistics hub. Shifting intermodal activity from UP Englewood and BNSF Pearland to Rosenberg would reduce rail congestion in downtown Houston.**
- **Overall, potential is 15,000 - 30,000 jobs likely in the SH 36A corridor, mostly consisting of distribution and industrial jobs.**



## **Rosenberg Rail Intermodal 2035:**

*Up to 1 Million TEUs on the Highway;  
Houston Distribution Growth 25% Share of Rail TEUs*  
**5,000-10,000 jobs**



## **Port of Freeport 2035:**

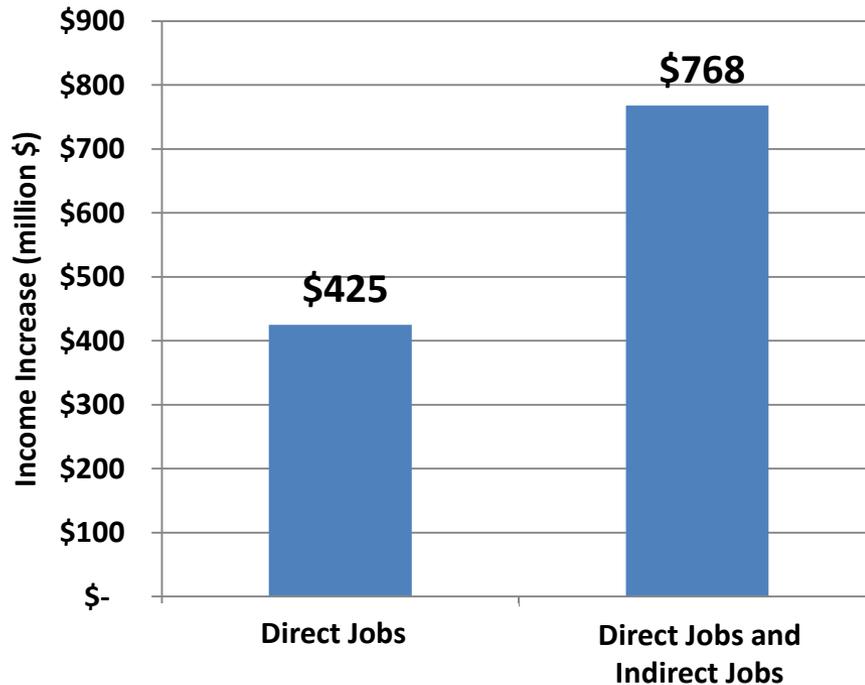
*Up to 1.4 Million TEUs on the Highway; 2.1 Million going out by Rail.*  
*Port Operations, Import and Export Transload,  
Houston Distribution Growth Share of Water TEUs*  
**10,000-20,000 jobs.**

# SH 36A ECONOMIC IMPACTS – INCOME AND SALES TAX INCREASE BY 2035

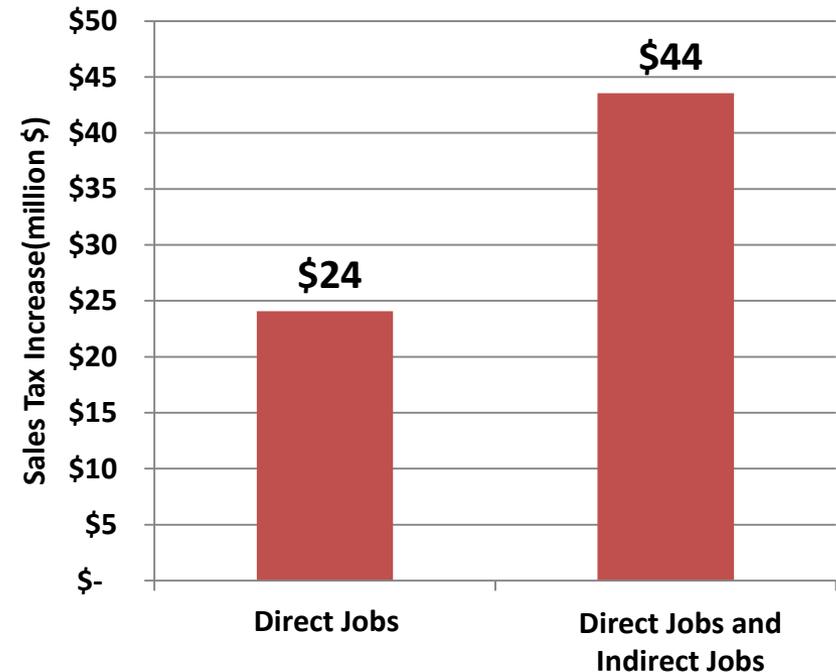
FEASIBILITY



### Total Income Increase (million \$ per Year )



### Total State Sales Tax Increase (million \$ per Year )



# NEXT STEPS



*Done!*



- **Institutional: Set up Brazoria Fort Bend Rail District with bonding authority**
- **Rail program to immediately follow development of related Port Freeport improvements**
- **Environmental Assessment and Engineering**
  - **Investment Grade Container Forecast**
  - **Financial Planning**
  - **Rail Capacity Analysis**
  - **Environmental Studies**
  - **Preliminary and Final Engineering**
- **Railroad engagement is now needed to make this process a success!**



# THANK YOU

FOR MORE INFORMATION CONTACT

ALEXANDER E. METCALF, PHD

PRESIDENT

*TEMS*

301-846-0700

AMETCALF@TEMSINC.COM

Proposal to:

**Rosenberg Development Corporation**



# Rosenberg Multimodal Hub Concept Study



PREPARED BY:

*TEMS*

Transportation Economics & Management Systems, Inc.

in association with



February 23, 2016

## 1 Introduction

Rosenberg Development Corporation is interested in understanding the impact of two major transport infrastructure projects. The 36A Corridor development of a rail and highway connection from the upgraded Port of Freeport to Rosenberg that will provide a gateway to Houston, Dallas, Ft. Worth and Northern Texas, and a Cargo Airport to be developed in the vicinity of Rosenberg to support the rapid economic growth of west and southwest Houston. The study will be designed to show the impact and contribution of each new facility as “standalone” and “jointly” as a combined development program.

To meet this need the Rosenberg Development Corporation asked Transportation Economics & Management Systems, Inc. (TEMS) and Brown & Gay Engineers (BGE) to prepare a proposal that sets out the tasks, timeline, and budget for the project. The following proposal is for a concept study that will provide Rosenberg Development Corporation with a “Vision Plan” of the impact of the two projects, an analysis of their viability and the process that Rosenberg Development Corporation would need to develop to support the implementation of the projects.

## 2 Study Approach

The study will build on the database that TEMS/BGE has developed for the SH 36A project. The data provides a picture of the current and future movement of freight in the trade and transportation corridor from Port Freeport to Rosenberg (including Houston) to Dallas, Ft. Worth and beyond to northern Texas and Oklahoma.

The growth of the region and specifically western Houston is putting a lot of stress on the existing transportation infrastructure and creating a requirement for new facilities and improved logistics. Rosenberg is a potential freight gateway for Houston for three reasons.

**First**, the position of Rosenberg makes it a natural hub for rail and truck traffic. This includes its location in the SH 36A corridor, which is an effective western bypass for the city of Houston, its access to major logistics center of northwest Houston using US 59, Sam Houston Tollway SH8, I-10, and US 220, and even its access to Galveston Bay waterway petroleum and chemical industries using the US 59 Sam Houston Tollway, and I-45. At the same time Rosenberg is a hub for three rail systems, BNSF, UP and KCS, providing access to Texas, mid America and the rest of the USA.

**Second**, Rosenberg has room to grow. It is one of the few locations that has plenty of developable land in close proximity to major markets; it can provide capacity for rail, highway, and air cargo facilities, while acting as a reliever of congestion in downtown Houston, and along its major transportation corridors.

**Third**, Rosenberg is strategically located to develop a third cargo airport for Houston. The existing airports are to the North-George Bush International Airport, and Southeast- William P. Hobby Airport of Houston. It should be noted that Ellington Airport near Hobby Airport is being developed as a Space Center, a use that is most likely incompatible with a cargo airport. Also, the cities of Dallas-Ft. Worth and San Antonio have each developed integrated logistics park based on a freestanding dedicated cargo airport. Houston is the only major Texas City without a dedicated freight airport. A new cargo airport to the Southwest of the city of Houston connected to the major western bypass of SH 36A rail and highway corridor and with access to Houston by US 59 would provide a new opportunity for both air freight and parcel traffic, as the city of Houston expands to nearly 8 million in 2025 and 10 million by 2040, and nearly doubles by 2050. An example of the type of airport Rosenberg would develop, is Rockford Airport Illinois, which was developed as a third (cargo) airport for Chicago as the urban conurbation population reached 8 million, and the two existing airports O’Hare and Midway began to reach capacity. The project was developed as a public-private partnership (PPP) with joint investment in airport runways and aircraft aprons, cargo facilities (UPS), and access road infrastructure. This created over 5,000 jobs in UPS logistics jobs plus direct employment at the airport, in airport management and ancillary jobs (fire brigade, police, control tower-navigation, restaurants, etc.)

All these factors build a compelling business case for developing an Integrated Multimodal (truck, rail, air) Hub at Rosenberg. To meet the needs of the study, TEMS/BGE would recommend the following study tasks:

### **Task 1: Database Development**

In this task the aim will be to build off the current SH 36A data to develop an effective database for evaluating the Rosenberg Multimodal Hub. This will include –

- **Land use Data:** A scan of land uses will be developed using the recently completed Rosenberg Comprehensive Plan and other planning data to identify the land available to support the multimodal activity. This will include land for highway, rail, airport facilities, as well as logistics facilities for the three modes.
- **Socioeconomic Data:** This will include forecasts of population, employment, and income together with long-term growth forecasts for Rosenberg and its surrounding region.
- **Transportation Data:** This will consider the role of Rosenberg in the SH 36A corridor as a Rail and Highway Hub, as a Houston Logistics Gateway, and as a processing and repackaging center. In addition, the role of the air cargo facility will be defined along with its infrastructure needs to operate as an air freight airport.
- **Industrial Database:** A review of the industries that are or will be located in the region of the Rosenberg Gateway. This will include a classification of the industries to allow an understanding of their transportation needs and requirements both with respect to the domestic and international markets, and their trade and transportation needs.

### **Task 2: Rosenberg Multimodal Hub**

The aim of this analysis is to identify the role that Rosenberg will play in providing a Multimodal Gateway for the City of Houston and its logistics facilities. This will include –

- Logistics facilities in northwest Houston
- Port of Houston logistics facilities
- Galveston Bay logistics facilities

The analysis will consider the types of activity that each sector of the market requires and how the Rosenberg gateway would enhance the efficiency of that activity. As appropriate, discussions will be held with logistics managers to ensure an effective understanding of their industrial requirements and activities. The analysis will consider the likely growth of logistics activity based on forecasts of economic growth and the proposals to develop the SH 36A rail and highway corridor, and an air cargo airport facilities in the vicinity of Rosenberg. The impact of the Port of Freeport and the Rosenberg cargo airport in serving the different markets and the likely levels of exports and import containers and freight passing through Rosenberg, and the level of logistics development in Rosenberg. Finally, the requirement for logistic facilities, and cargo airport requirements and need for infrastructure to support the logistics industry will be assessed. The cost of developing the Multimodal Hub will be estimated for evaluation purposes.

The key issues will be –

- The land use requirements for logistics industries to facilitate the different markets.
- The infrastructure requirements to support the Multimodal Hub
- The character and type of logistics development that will occur
- The efficiency of using Rosenberg Gateway and its connections to both Port Freeport and a Rosenberg Cargo Airport.

### **Task 3: Air Cargo Airport**

The development of an air cargo airport would be a major addition to the Rosenberg Multimodal Hub. It would provide new traffic that would integrate with the proposed rail/truck facilities in Rosenberg. It would create significant opportunities in both the air freight (light freight) market, as well as in the express parcel business. Meetings with representatives of the air freight business will be undertaken to ensure a full understanding of industry needs and requirements. The movement of express parcels is related to the computer, automation, automobile, retail shopping, and replacement parts and service industries. Air service is key to an effective logistics center where components can be brought together some by truck and some by marine container, and some by air to provide assembly of a wide range of consumer products. Equally, air freight can be important to supporting local assembly, warehousing, and packaging businesses.

The study will evaluate the likely level of development at the Air Cargo Airport. The required land and infrastructure to support the airport needs, the likely levels of freight traffic and the costs associated with developing the airport and the air cargo facilities.

### **Task 4: Evaluation**

The analysis will consider the viability of the proposed Rosenberg Gateway and its individual components. The analysis will assess the specific traffics that would be generated by the gateway and

how this supports the proposed infrastructure. It will adjust the proposals to optimize the infrastructure and ensure it is the most effective design possible.

The evaluation will consider the likely traffic flows and assess how the gateway creates opportunities for increased economic activity. The traffic data will be used to show –

- How the gateway improves industrial efficiency and raises productivity.
- The attractiveness of Rosenberg facilities to logistic firms.
- What economic benefits it creates in the SH 36A Corridor, such as jobs, income, tax base enhancement.
- What benefits it creates in Houston by improving traffic flow by rail, highway and air. This will be measured by time savings and other demandside benefits.

**Task 5: Report**

The deliverables for the study –

- A technical report will be prepared identifying the databases, analysis, proposed land and infrastructure needs, and the evaluation of the impact of developing the Multimodal Hub in Rosenberg.
- Three PowerPoint presentations setting out the interim and final findings and results of the study and recommendations for how to proceed with any proposed development opportunities.

### 3 Resources

#### 3.1 Budget for Concept Study

Tasks	Cost
<b>Task 1: Databases and Development</b>	<b>\$25,000</b>
<b>Task 2: Multimodal Hub</b>	<b>\$35,000</b>
<b>Task 3: Air Cargo Hub</b>	<b>\$50,000</b>
<b>Report</b>	<b>\$10,000</b>
<b>Total</b>	<b>\$120,000</b>

\*Expenses for meetings and travel will be at direct cost

#### 3.2 Study Time Line

The work will be completed in four months. There will be three meetings to review progress with the study steering committee. The meetings will evaluate interim deliverables and land use, infrastructure, and logistics development.

**Meeting 1** – Study kick off meeting

**Meeting 2** – Review of development options

**Meeting 3** – Review of analysis results

**Key discussion points:**

- President Knesek suggested providing a more user friendly link to locate the Fort Bend Transit website and bus routes. He also mentioned that the current bus-route is confusing and difficult to navigate. Mr. Knesek suggested that staff work with Fort Bend Transit on implementing a looped bus route.
- Director Bailey pointed out the need to collaborate with Richmond on the changes to the bus route.
- Randall Malik stated he would attempt to have Richmond at the next RDC Meeting.
- **Director Barta arrived at the meeting at 4:35 p.m.**
- The consensus was to have staff coordinate a meeting with Fort Bend Transit to discuss potential route improvements.

No action was taken

4. **REVIEW AND DISCUSS ROSENBERG MULTIMODAL HUB STUDY, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** The Port of Freeport, Fort Bend County and Brazoria County have recently partnered on a study assessing the feasibility of developing a new rail connection from Port Freeport along the State Highway 36A Corridor to serve the inland markets of Texas and Middle America. One of the primary findings of the study was identifying Rosenberg as an ideal location for a multimodal hub.

The author of the study, Dr. Alexander Medcalf, has indicated an interest in conducting a Rosenberg Multimodal Hub Study. The purpose of the study would be to build upon the results of the initial SH 36A Rail Development Study and begin to identify the steps necessary to implement the Rosenberg Multimodal Hub.

This agenda item provides the Board the opportunity to discuss if they would be interested in pursuing the feasibility of a multimodal hub study.

**Key discussion points:**

- Randall Malik gave an overview of the item and mentioned that the purpose of the item is simply to see if the Board would like to invite Dr. Alexander Medcalf to a future meeting to further discuss the details for a multimodal hub study.
- President Knesek inquired about the potential cost of the study.
- Randall Malik replied that it would be about \$70,000.
- Director Pena noted that he took a tour at Port Freeport, and he feels it would also be beneficial for the rest of the Board.
- Director Scopel suggested a partnership with other surrounding cities to possibly fund the hub. He also stated that a meeting with Dr. Alexander Medcalf would answer the Board's questions.
- The general consensus was to invite Dr. Alexander Medcalf to a future meeting.

No action was taken.

5. **CONSIDERATION OF AND ACTION ON PROPOSED AMENDMENTS TO THE ROSENBERG DEVELOPMENT CORPORATION BYLAWS.**

**Executive Summary:** At the February 11, 2016 Joint City Council and RDC Board Meeting, the Board tabled the proposed amendments to the RDC bylaws. The Board requested additional time to review the memorandum from Scott M. Tschirhart regarding the oversight structure of the RDC Executive Director.

Currently, the RDC bylaws and RDC/City Administrative Service Agreement indicate that the RDC Executive Director is to be an employee of the City of Rosenberg. Further, Resolution No. RDC-82 designates the Economic Development Director of the City of Rosenberg as the Executive Director of the RDC.

**Key discussion points:**

- President Knesek stated that after reviewing the memo from the City Attorney, he would like to drop the request for amendment proposing the RDC Executive Director be an RDC employee. However, he requests for staff to look at ways to amend the City/RDC Administrative Services Agreement to reflect that 100% of the time and costs of economic salaries be towards the RDC.
- Director Pena agreed with President Knesek, but expressed that the change would likely be controversial.



# COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
4	Downtown Parking Lot
ITEM/MOTION	
Consideration of and action on a recommendation to City Council for the award of Bid No. 2016-13 for the construction of Phase I of the Avenue F/3 <sup>rd</sup> Street Downtown Parking Lot Project.	
APPROVAL	SUPPORTING DOCUMENTS

**SUBMITTED BY :**

Randall Malik  
RDC Executive Director

1. Bid Summary Form
2. Excel Paving Bid No. 2016-13 Proposal Excerpt
3. Mills Equipment Bid No. 2016-13 Proposal Excerpt
4. Joint City Council and Rosenberg Development Corporation Meeting Minute Excerpt - 02-11-16

### EXECUTIVE SUMMARY

At the February Joint Council and RDC Meeting, the Board directed staff to move forward with the current design of the Avenue F/3<sup>rd</sup> Street Downtown Parking Lot Project (Project). Sealed bids for the Project were received on Wednesday, March 23<sup>rd</sup>. The bids were opened and tabulated as indicated on the attached bid summary. The following two (2) bids were received:

- Excel Paving
- Total Base Bid \$334,458.00
  - *Alt. A, \$337,922.00*
  - *Alt. B, \$342,886.00*
- Mills Equipment
- Total Base Bid, \$398,737.10
  - *Alt. A, \$395,860.25*
  - *Alt. B, \$363,729.85*

Bids for the Project will be presented to the City Council at the April 19<sup>th</sup> Meeting. This agenda item provides the opportunity for the RDC to make a recommendation to City Council for the award of Bid No. 2016-13.

**BID SUMMARY**  
**Bid Number 2016-13**  
**Avenue F/3<sup>rd</sup> Street Downtown Parking Lot**

<b>BID NO.</b>	<b>COMPANY</b>	<b>TOTAL BASE BID</b>	<b>CALENDAR DAYS</b>
1.	Excel Paving	\$334,458.00	90
2.	Millis Equipment	\$398,737.10	60

The total value of the work equals the total of the following items, each of which shall be billed separately by Contractor to Owner:

a. Incorporated Material	\$	<u>172,821.<sup>00</sup></u>
b. Non-Incorporated Material	\$	<u>86,637.<sup>00</sup></u>
c. All Other Costs and Fees	\$	<u>75,000.<sup>00</sup></u>
<b>TOTAL BASE BID</b>	\$	<u><b>334,458.<sup>00</sup></b></u>

(Must equal Total Base Bid above)

The amounts set forth above are current estimates by Contractor of the amounts that will be determined during the progress of the Work. The separated progress billings from Contractor to the Engineer shall reflect the actual amounts expended for the items enumerated in (a), (b), and (c), above.

SUBSTITUTIONS: If necessary, attach detailed explanation

1. \_\_\_\_\_ \$ n/a  
(Add) (Deduct)
2. \_\_\_\_\_ \$ n/a  
(Add) (Deduct)

It is understood and agreed that the work shall be complete in full within specified number of calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is understood that the Bidder shall specify the number of calendar days for each stage of work in the table below.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

	Calendar Days To Complete		Liquidated Damages
Construction (Maximum 75 Days)		No	Yes (\$500/Day)
Punchlist - Total Project		No	Yes (\$500/Day)

**Total Contract Period of Performance =** 90 days

The award may be made on the Base Bid alone or the Base Bid, Completion Time specified, and any or all of the Items listed under Alternates or Substitutions, if any.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for 60 days following date of bid opening.

The total value of the work equals the total of the following items, each of which shall be billed separately by Contractor to Owner:

a. Incorporated Material	\$	<u>127,595.87</u>
b. Non-Incorporated Material	\$	<u>47,848.45</u>
c. All Other Costs and Fees	\$	<u>223,292.78</u>
<b>TOTAL BASE BID</b>	\$	<u>398,737.10</u>

(Must equal Total Base Bid above)

The amounts set forth above are current estimates by Contractor of the amounts that will be determined during the progress of the Work. The separated progress billings from Contractor to the Engineer shall reflect the actual amounts expended for the items enumerated in (a), (b), and (c), above.

**SUBSTITUTIONS:** If necessary, attach detailed explanation

1. \_\_\_\_\_  
    (Add) (Deduct)                   \$ \_\_\_\_\_
  
2. \_\_\_\_\_  
    (Add) (Deduct)                   \$ \_\_\_\_\_

It is understood and agreed that the work shall be complete in full within specified number of calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is understood that the Bidder shall specify the number of calendar days for each stage of work in the table below.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

	Calendar Days to Complete		Incorporated Materials
Construction (Maximum 75 Days)	50	No	Yes (\$500/Day)
Punchlist - Total Project	10	No	Yes (\$500/Day)

**Total Contract Period of Performance =** 60 days

The award may be made on the Base Bid alone or the Base Bid, Completion Time specified, and any or all of the items listed under Alternates or Substitutions, if any.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for 60 days following date of bid opening.

Discussion was held on where the funding would come from. The cost to have the logos printed on the tent is approximately \$2,000 maximum for each logo.

**ACTION**

Motion by Councilor, District 1, Director, Rosenberg Development Corporation Jimmie J. Pena, seconded by Director, Rosenberg Development Corporation Ted Garcia to approve \$5,000 from the RDC 2015 Parks fund to purchase a large tent with sidewalls, with both the City and the RDC logos printed on the tent. The City will pay the remainder of the cost for the tent. The tent will be used for City and RDC events only.

**Vote:** 6 - 0 Carried

4. **Review and discuss the design for the Downtown Parking Lot Project, and the Rosenberg Development Corporation may take action as necessary.**

**EXECUTIVE SUMMARY**

At the December 10, 2015 RDC Meeting, the Board recommended revising the Downtown Parking Lot Project design to eliminate the entrance and exit off 3rd Street. Jones & Carter, Inc., have provided an updated design of the Downtown Parking Lot Project which removes this driveway.

Additionally, Councilor William Benton has requested that the RDC consider incorporating a right-turn only lane at the intersection of 3rd Street and Avenue F.

Staff recommends the Board discuss the revised design and provide direction to staff.

**KEY DISCUSSION POINTS**

Randall Malik, Economic Development Director, explained the current parking configuration and the potential changes if a right turn only lane was incorporated at the intersection of 3rd Street and Avenue F. By incorporating the right turn only lane, it would eliminate eleven (11) parking spaces. There will need to be a fire lane incorporated with an island for widening.

The general consensus was not to incorporate the right turn only lane, which would eliminate additional parking spaces.

**ACTION**

Motion by Councilor, District 1, Director, Rosenberg Development Corporation Jimmie J. Pena, seconded by Director, Rosenberg Development Corporation Ted Garcia to approve the design for the Downtown Parking Lot Project, including the fire lane, and to not put the right turn only lane at the intersection of 3rd Street and Avenue F, allowing for additional parking spaces.

**Vote:** 6 - 0 Carried - Unanimously

5. **Review and discuss a presentation by the Coastal Prairie Chapter of the Texas Master Naturalists on current activities and projects for Seabourne Creek Nature Park, and the Rosenberg Development Corporation may take action as necessary.**

**EXECUTIVE SUMMARY**

Representatives of the Coastal Prairie Chapter of the Texas Master Naturalists will make a presentation regarding improvements to the Seabourne Creek Nature Park.

**KEY DISCUSSION POINTS**

Karl Baumgartner with the Coastal Prairie Chapter of the Texas Master Naturalists gave a presentation on the current and past activities and projects for the Seabourne Creek Nature Park.

The RDC members thanked Karl Baumgartner and the Texas Master Naturalists for their continued dedication and hard work in making the Seabourne Creek Nature Park and the Nature Center one of the best nature parks in the area. It was discussed to have a brochure prepared, showcasing the Seabourne Creek Nature Park and what it has to offer.

No action was taken.

6. **Review and discuss proposed amendments to the Rosenberg Development Corporation Bylaws, and the Rosenberg Development Corporation may take action as necessary.**

**EXECUTIVE SUMMARY**

At the January 14, 2016 RDC Meeting, the Board considered the proposed amendments to the Bylaws as recommended by the RDC Policy Committee. The Board requested additional discussion at the February meeting regarding Article 4.09 as it relates to the oversight structure of the RDC Executive Director and Article 3.03 as it relates to the number of Council members serving on the RDC Board of Directors. The Board further



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
5	Resolution No. RDC-102 - Budget Amendment
ITEM/MOTION	
Consideration of and action on Resolution No. RDC-102, a Resolution of the Board of Directors of the Rosenberg Development Corporation amending the Fiscal Year 2015-16 Annual Budget in the amount of \$130,000 for the Downtown Parking Lot Project.	
APPROVAL	SUPPORTING DOCUMENTS

**SUBMITTED BY :**

1. RDC-102 - Budget Amendment
2. Rosenberg Development Corporation Meeting Minute Excerpt – 11-12-15

Joyce Vasut  
Executive Director of Administrative Services

### EXECUTIVE SUMMARY

RDC Project Fund has \$250,000 budgeted for the Livable Centers project. Expenses related to the Downtown Parking Lot Project have already been expensed to the Livable Centers line item. After the remaining the engineering costs are paid, the RDC will have \$207,855 remaining in the Livable Centers line item for the Downtown Parking Lot Project. The low bid received for the project was \$334,458, therefore, the RDC will need additional funding in the amount of \$126,603 to fund the Downtown Parking Lot Project.

This budget amendment would provide the additional funds for the Downtown Parking Lot Project. Staff recommends approval of Resolution No. RDC-102.

**RESOLUTION NO. RDC-102**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION AMENDING THE FISCAL YEAR 2015-16 ANNUAL BUDGET IN THE AMOUNT OF \$130,000 FOR THE AVENUE F/3<sup>RD</sup> STREET DOWNTOWN PARKING LOT PROJECT.**

\* \* \* \* \*

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION:**

Section 1. The Rosenberg Development Corporation (RDC) does hereby approve the amendment of its Fiscal Year 2015-16 Annual Budget by allocating \$130,000.00 from the RDC Projects Fund for the Downtown Parking Lot Project, and further authorizing the expenditure of said funds for the aforementioned expenses.

**PASSED, APPROVED, AND RESOLVED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**ATTEST:**

**Rosenberg Development Corporation**

\_\_\_\_\_  
Linda Cernosek, **City Secretary**

\_\_\_\_\_  
Bill Knesek, **President**

**Action:** Director Barta moved, seconded by Director Garcia, to recommend the City Council to Award Bid No. 2015-22 for RDC Rough Cut Areas: FM 762 to Hwy 36; I-69 from FM 2218 to Hwy 36 to Williams Transport, in the amount of \$16,398.80. The motion carried by a unanimous vote.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. RDC-99, A RESOLUTION AUTHORIZING THE ROSENBERG DEVELOPMENT CORPORATION PRESIDENT TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE RDC, AN ENGINEERING SERVICES PROPOSAL FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE CONSTRUCTION OF THE AVENUE F PARKING LOT PROJECT, BY AND BETWEEN THE RDC AND JONES AND CARTER, INC., IN AN AMOUNT NOT TO EXCEED \$28,000.**

**Executive Summary:** At the October RDC Meeting, the Board of Directors authorized the RDC Executive Director to move forward with the proposed design of the parking lot on Avenue F. The next required step in the process is to have the site formally engineered by an engineering firm. A proposal for design and construction phase services from Jones and Carter, Inc., has been included as Exhibit "A" to Resolution No. RDC-99.

Staff recommends approval of Resolution No. RDC-99, a Resolution authorizing the RDC President to negotiate and execute, for and on behalf of the RDC, an Engineering Services Proposal by and between the RDC and Jones and Carter, Inc.

**Key discussion points:**

- Randall Malik introduced Craig Kalkomey, a representative of Jones and Carter, Inc.
- Director Garcia asked how the engineering firm was chosen.
- Randall Malik explained that Jones and Carter, Inc., designed a parking lot on the site back in 1999. They have also completed survey work for the current project, and because of their familiarity with the site, staff felt comfortable that Jones and Carter, Inc., would be able to move forward with the project in a timely manner.

**Action:** Director Pena moved, seconded by Director Barta, to approve Resolution No. RDC-99, a Resolution authorizing the Rosenberg Development Corporation President to negotiate and execute, for and on behalf of the RDC, an Engineering Services Proposal for design and construction phase services for the construction of the Avenue F Parking Lot Project, by and between the RDC and Jones and Carter Inc., in an amount not to exceed \$28,000. The motion carried by a unanimous vote.

8. **CONSIDERATION OF AND ACTION ON A REPORT FROM THE ROSENBERG DEVELOPMENT CORPORATION EXECUTIVE DIRECTOR REGARDING THE PREVIOUS MONTH'S ECONOMIC DEVELOPMENT ACTIVITIES AND CONTACTS, WHICH INCLUDES UPDATES ON THE FOLLOWING:**

- ECONOMIC INDICATORS;**
- BUSINESS RETENTION VISITS;**
- NEW AND EXPANDED BUSINESSES;**
- EXISTING BUSINESSES;**
- RDC/ECONOMIC DEVELOPMENT OFFICE SPACE;**
- RDC SIDEWALK PROJECT; AND,**
- ECONOMIC DEVELOPMENT PARTNERSHIP MEETING.**

**Executive Session:** This item has been included to provide the Executive Director the opportunity to update the Board on the previous month's activities, contacts and projects.

**Key discussion points:**

Randall Malik updated the Board on the Economic Development Partnership Meeting, mentioning that the meeting will occur on November 18, 2015. It was also mentioned that City staff has now begun to meet to discuss the RDC sidewalk project.

No action was taken.

9. **REVIEW AND DISCUSS REQUESTS FOR FUTURE AGENDA ITEMS, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item provides the RDC Board the opportunity to request future agenda items.

**Key discussion points:**

- Randall Malik asked the Board if they would like the groups/organizations that RDC funds to present an update in December 2015 before discussing contract renewals in January 2016.



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
6	Rosenberg Magazine
<b>ITEM/MOTION</b>	
Review and discuss proposed Rosenberg Magazine, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

1. None

A handwritten signature in black ink, appearing to read "R. Malik".

Randall Malik  
RDC Executive Director

### EXECUTIVE SUMMARY

At recent meetings, the Board has discussed the need to create a Rosenberg Magazine similar to the Fulshear Magazine. The purpose of the magazine would be showcase new development and tourism opportunities in Rosenberg. Staff will provide a presentation at the meeting on the basic terms that would be required to move forward with publication of the Rosenberg Magazine.



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
7	"Welcome to Rosenberg" Entrance Sign – US 90A
<b>ITEM/MOTION</b>	
Review and discuss the "Welcome to Rosenberg" entrance sign off of US 90A, and take action as necessary to direct staff.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

A handwritten signature in black ink, appearing to read "R Malik", is written over a light-colored background.

Randall Malik  
RDC Executive Director

1. Property Description Exhibit A
2. US 90A – Construction Drawing of Ave H
3. US 90A – Letter to City of Rosenberg
4. US 90A - Map

### EXECUTIVE SUMMARY

TxDOT representatives have recently notified City of Rosenberg staff that the City of Rosenberg "Welcome" sign on US 90A will no longer be visible with the new elevated T-intersection bridge being proposed to replace the existing SH 36 and US 90A railroad underpass. This agenda item provides the Board an opportunity to discuss the options to relocate or remove the current "Welcome to Rosenberg" sign on US 90A.

**EXHIBIT A**

County: Fort Bend  
Highway: U.S. 90A  
Project Limits: at UPRR in Rosenberg  
RCSJ: 0027-06-054

**PROPERTY DESCRIPTION FOR PARCEL 14**

Being a 0.0419 of one acre (1,824 square feet) parcel of land out of the Henry Scott Survey, Abstract No. 83, in Fort Bend County, Texas, same being out of Lot 6 and Lot 7, Block 2, Highway Addition, a subdivision of record in Volume 263, Page 510 of the Deed Records of Fort Bend County, (D.R.F.B.C.), Texas, said Lots 6 and 7 described as Tract Two in a deed from James A. Williams to Houston Livestock Show, as executed on December 30, 1980 and recorded in Volume 936, Page 855 of the D.R.F.B.C., said 0.0419 of one acre parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a point in the north line of a 20 foot alley recorded in said Highway Addition, same being the southwest corner of Lot 3, Block 2 in said Highway Addition, said Lot 3 being described in a deed from Don T. Schwartz, Trustee, to Bruce D. Worsham and Jerry Atkinson, as executed on August 12, 1983 and recorded in Volume 1278, Page 795 of the Official Public Records of Fort Bend County (O.P.R.F.B.C.), Texas, from which a 1/2-inch iron pipe found bears South 02°41'08" East, a distance of 0.88 feet;

THENCE, North 87°12'37" East, along the north line of said 20 foot alley and the south line of said Lot 3, Lot 4 and Lot 5, Block 2, in said Highway Addition, said Lot 4 and Lot 5 described in said Volume 1278, Page 795 of the O.P.R.F.B.C., a distance of 150.36 feet to a 1/2-inch iron rod found at the southwest corner of said Lot 6 and said Houston Livestock Show tract, and the southeast corner of said Lot 5 and said Worsham tract for the POINT OF BEGINNING having Coordinates of North=13,765,809.75, East=2,980,505.72;

- 1) THENCE, North 02°41'08" West, along the west line of said Lot 6 and said Houston Livestock Show tract and the east line of said Lot 5 and said Worsham tract, a distance of 51.64 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum cap set in the proposed northeast right-of-way line;

**EXHIBIT A**

- 2) THENCE, South  $56^{\circ}35'13''$  East, along the proposed northeast right-of-way line, crossing said Lots 6 and 7 and said Houston Livestock Show tract, a distance of 87.42 feet to a 5/8-inch iron rod with a Texas Department of Transportation aluminum cap set in the north line of said 20 foot alley and the south line of said Lot 7 and said Houston Livestock Show tract;\*\*
  
- 3) THENCE, South  $87^{\circ}12'37''$  West, along the north line of said 20 foot alley and the south line of said Lots 7 and 6 and said Houston Livestock Show tract, a distance of 70.64 feet to the POINT OF BEGINNING and containing 0.0419 of one acre (1,824 square feet) of land.

**EXHIBIT A**

All bearings are based on the Texas State Plane Coordinate System, South Central Zone, North American Datum 1983, 1993 Adjustment. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00013. Source of bearings – the following stations were held horizontally: TXAC, TXHE, TXLM, TXRS.

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat of even date was prepared in conjunction with this property description.

Access will be permitted to the remainder property abutting the highway facility.

STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 10th day of April, 2015 A.D.

SURVEYED BY:

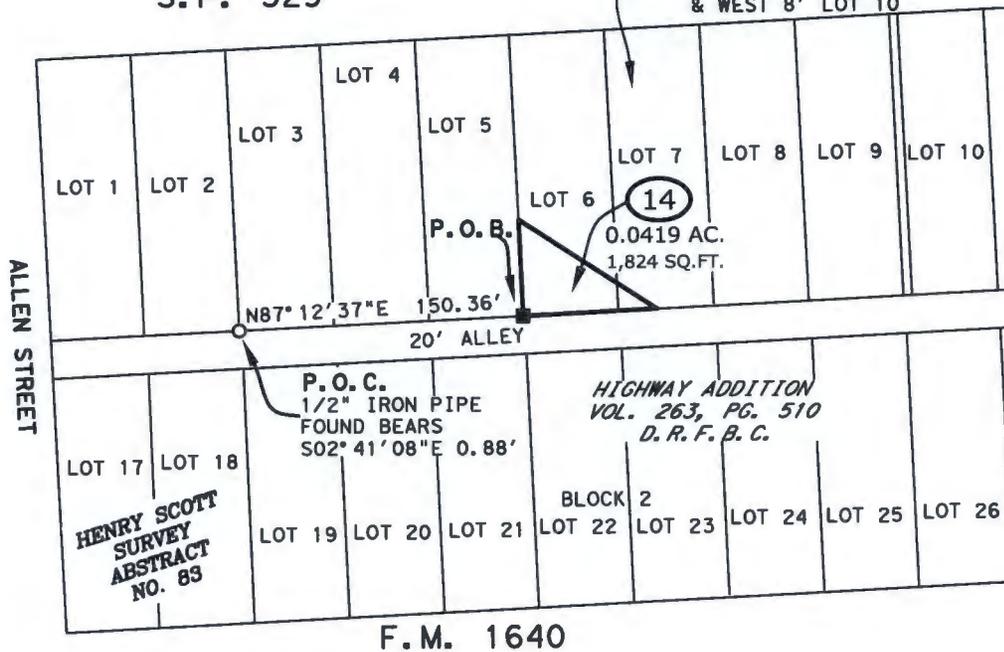
**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591



Chris Conrad, Reg. Professional Land Surveyor No. 5623

S.P. 529

HOUSTON LIVESTOCK SHOW  
 DECEMBER 30, 1980  
 VOL. 936, PG. 855, D.R.F.B.C.  
 TRACT TWO  
 LOTS 6, 7, 8, 9,  
 & WEST 8' LOT 10



F.M. 1640

INSET PARCEL 14  
 NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

04/10/2015

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623

DATE



NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013. SOURCE OF BEARINGS - THE FOLLOWING STATIONS WERE HELD HORIZONTALLY: TXAC, TXHE, TXLM, TXRS.
2. DRAWINGS ARE BASED ON ABSTRACTING PERFORMED OCTOBER 2013 THROUGH FEBRUARY 2014.
3. DRAWINGS ARE BASED ON FIELD SURVEYS PERFORMED OCTOBER 2013 THROUGH FEBRUARY 2014.
4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
5. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HERE ON AND IS FOR INFORMATIONAL PURPOSES ONLY.
6. \*\* THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II ROW MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TXDOT.
7. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

REVISIONS

CALCULATED	TAKING	REMAINING LT
0.7153 AC. 31,160 SQ.FT.	0.0419 AC. 1,824 SQ.FT.	0.6734 AC. 29,336 SQ.FT.



**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

PARCEL PLAT SHOWING  
 PARCEL 14  
 U.S. 90A  
 FORT BEND COUNTY, TEXAS  
 R.O.W. C.S.J.: 0027-06-054

DATE: APRIL 2015

SCALE: N.T.S.

ENGINEER'S BASELINE  
CURVE DATA US 90A-I

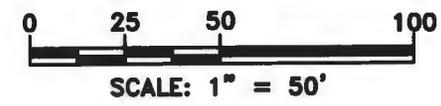
PI STATION N = 13,766,069.77  
 PI STATION E = 2,980,133.80  
 PI STATION = 753+05.27  
 DELTA = 15° 57' 36" (RT)  
 DEGREE OF CURVE = 2° 02' 47"  
 TANGENT = 392.52'  
 LENGTH = 779.95'  
 RADIUS = 2,800.00'  
 CHORD BEARING = S 64° 21' 00" E  
 CHORD = 777.43'  
 PC STATION = 749+12.76  
 PT STATION = 756+92.71

**S.P. 529  
(R.O.W. VARIES)**

ENGINEER'S BASELINE  
CURVE DATA US 90A-I

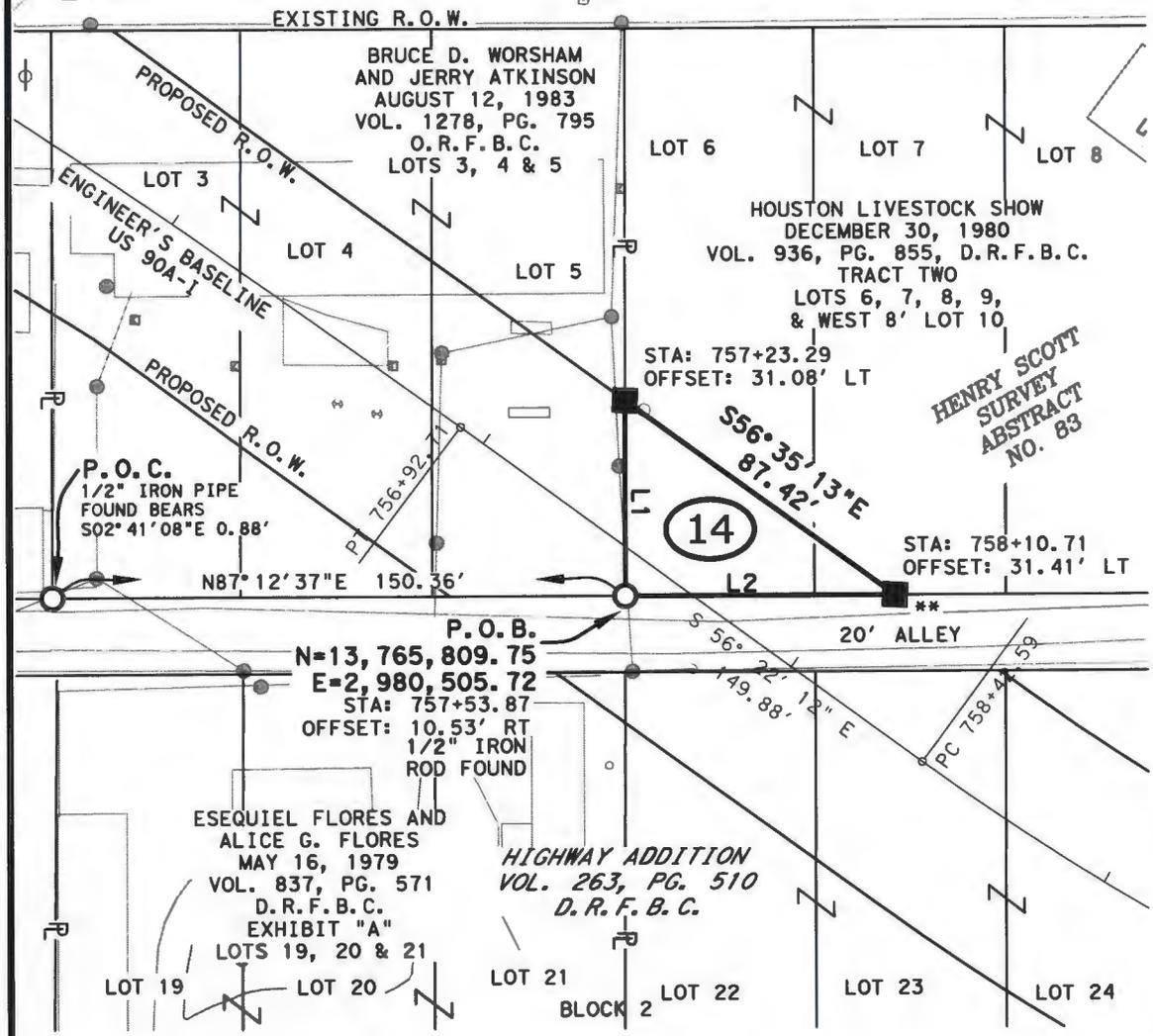
PI STATION N = 13,765,640.12  
 PI STATION E = 2,980,779.74  
 PI STATION = 760+75.97  
 DELTA = 36° 52' 38" (LT)  
 DEGREE OF CURVE = 8° 11' 06"  
 TANGENT = 233.38'  
 LENGTH = 450.54'  
 RADIUS = 700.00'  
 CHORD BEARING = S 74° 48' 31" E  
 CHORD = 442.80'  
 PC STATION = 758+42.59  
 PT STATION = 762+92.13

LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°41'08"W	51.64
L2	S87°12'37"W	70.64



**LEGEND**

- FOUND MONUMENT (AS INDICATED)
- SET 5/8" IRON ROD WITH TX.D.O.T. ALUMINUM CAP
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.O.T. STATE OF TEXAS
- ℙ PROPERTY LINE
- O.P.R.F.B.C. OFFICIAL PUBLIC RECORDS FORT BEND COUNTY
- D.R.F.B.C. DEED RECORDS FORT BEND COUNTY
- P.R.F.B.C. PLAT RECORDS FORT BEND COUNTY



**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPLS FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591

PARCEL PLAT SHOWING  
 PARCEL 14  
 US 90A  
 FORT BEND COUNTY, TEXAS  
 R.O.W. C.S.J.: 0027-06-054

DATE: APRIL 2015      SCALE: 1"=50'

# Calculation Sheet

## Parcel 14 (0.0419 AC.)

County: Fort Bend

Highway: US 90A

Project Limits: US90A: AT UPRR IN ROSENBERG

RCSJ: 0027-06-054

**POC** North: 13765802.4319 East: 2980355.5382  
Course: N 87-12-37 E Distance: 150.3600  
North: 13765809.7500 East: 2980505.7200

**POB** North: 13765809.7500 East: 2980505.7200  
Course: N 02-41-08 W Distance: 51.6400  
North: 13765861.3333 East: 2980503.3004  
Course: S 56-35-13 E Distance: 87.4200  
North: 13765813.1936 East: 2980576.2719  
Course: S 87-12-37 W Distance: 70.6400  
North: 13765809.7555 East: 2980505.7156

Perimeter: 209.7000

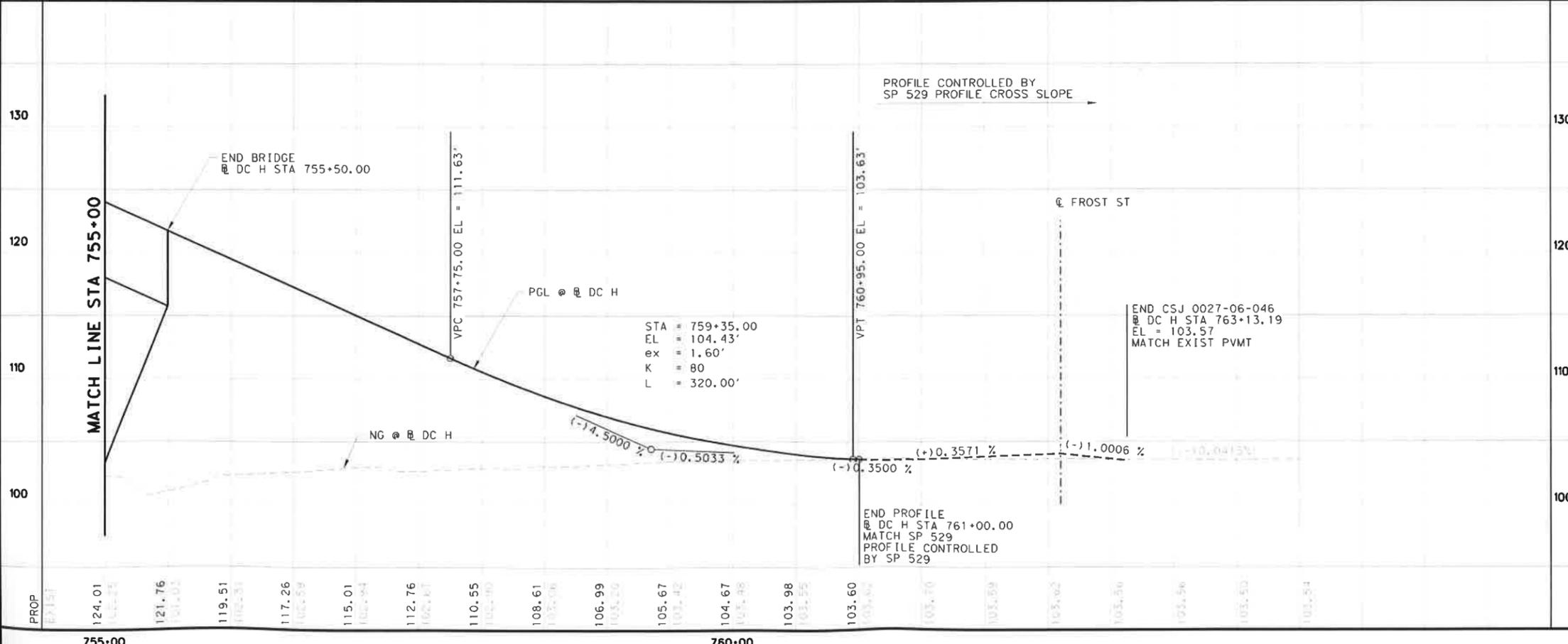
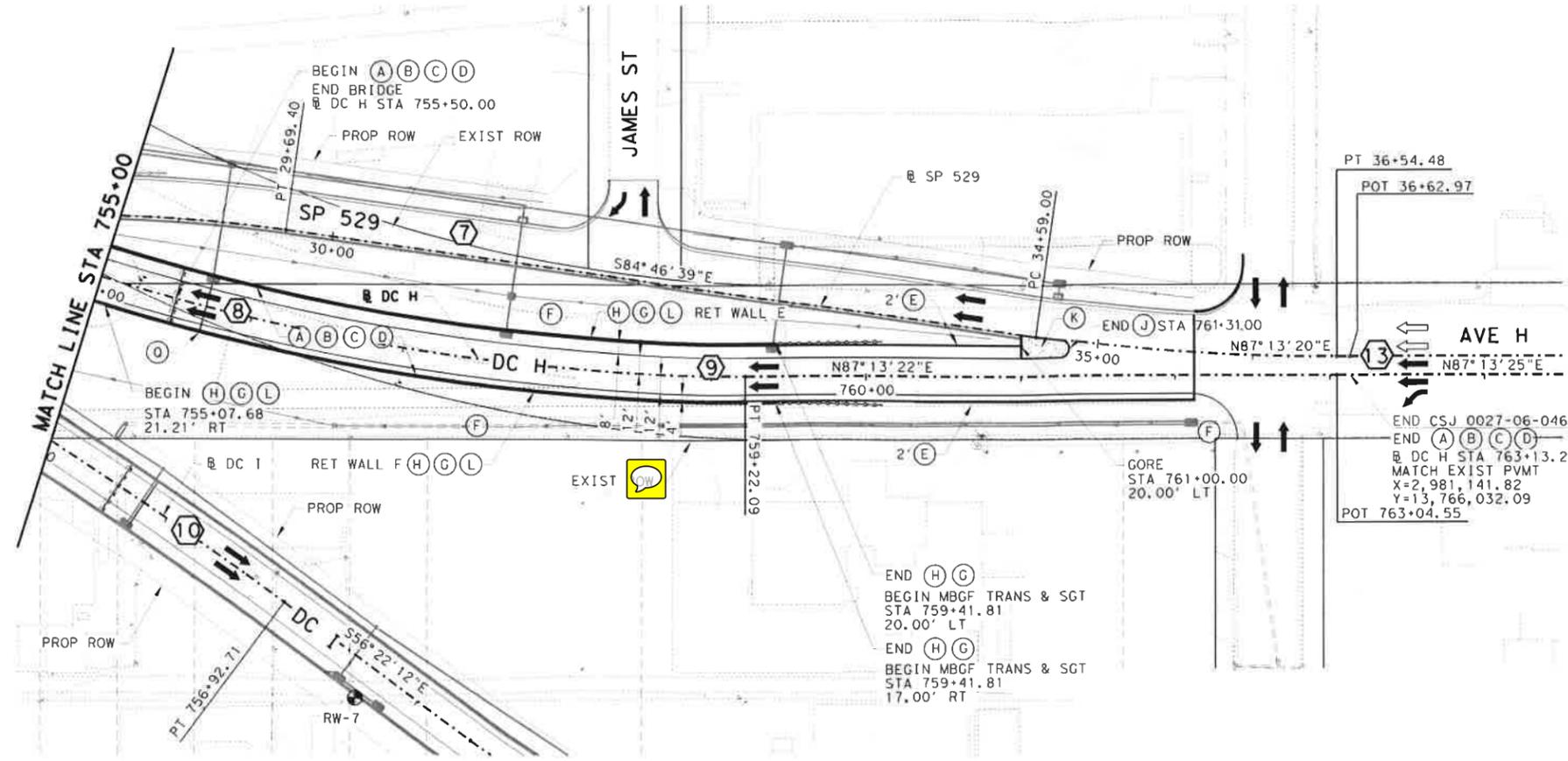
Area: 1,824 sf                      0.0419 acres

LEGEND

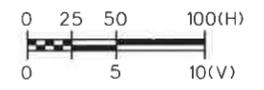
- (A) 12" CONC PVMT (CRCP)
  - (B) 1" ASPHALT STABILIZED BASE
  - (C) 6" CEMENT TREATED BASE
  - (D) 6" LIME TREATED SUBGRADE
  - (E) BLOCK SODDING
  - (F) SEEDING
  - (G) SSTR
  - (H) RETAINING WALL (MSE)
  - (I) SAWCUT LINE
  - (J) CONC CURB (TY II)
  - (K) RIPRAP (CONC) (CL B)
  - (L) RIPRAP (MOWSTRIP)
  - (M) METAL BEAM GUARD FENCE
  - (N) 3" HMCM (TY D)
  - (P) 12" CEMENT TREATED BASE
  - (O) WIDE FLANGE BEAM
- △ BENCHMARKS
  - ||— CONTROL OF ACCESS LINE
  - ⊕ TYPICAL SECTION
  - ➔ PROP DIRECTION OF TRAFFIC
  - ↔ EXIST DIRECTION OF TRAFFIC

NOTES:

1. SEE "EXISTING UTILITY LOCATIONS" FOR UTILITY INFORMATION.
2. SEE "FROST ST INTERSECTION GRADING PLAN" FOR INTERSECTION DETAILS.
3. SEE "WALL DETAILS" FOR RETAINING WALL INFORMATION.



DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION BIDDING, OR PERMIT PURPOSES.  
 WILLIAM T. WYCOFF, PE  
 66890  
 TEXAS SERIAL NO.  
 11/4/2015  
 DATE



**AECOM** AECOM TECHNICAL SERVICES, INC.  
 5444 WESTHEIMER RD., SUITE 200  
 HOUSTON, TEXAS 77056  
 WWW.AECOM.COM  
 TBPE REG. NO. F-3580



**US 90A DIRECT CONNECTOR H ROADWAY PLAN & PROFILE**

STA 755+00 TO STA 763+13.19

CON	YS	CD	STATE	PROJECT NO.	DATE
YS	6	TXAS			US90A.ETC
JHS					
FWC	HOU	FORT BEND	0027	06	046.ETC 100



**A Right-of-Way Consultant to the Texas Department of Transportation**

March 4, 2016

Sent Certified Mail: **7015 1520 0001 0678 2982**

City of Rosenberg  
Attn: John Maresh, Interim City Manager  
P.O. Box 32  
2110 4th Street  
Rosenberg, TX 77471  
Phone: 832-595-3310

Re: Welcome to the City of Rosenberg Marquee Sign

Dear Mr. Maresh:

My firm was retained by the Texas Department of Transportation, Houston District, ROW Division to acquire Right-of-Way for the new proposed replacement of the existing SH 36 & US 90A railroad underpasses with an elevated T-intersection bridge. On one of the properties is the City of Rosenberg's "Welcome" sign. This property is known as Parcel\_014 (Houston Rodeo and Live Stock), we are acquiring a portion of Lots 6 & 7 of Block 2 (as depicted in the enclosed legal metes and bounds).

As you may know when the traffic switches, the visibility of the sign may not be seen by the vehicle traffic traveling west bound on Avenue H nor any vehicle traffic that will now be traveling east bound from the new bridge and descending ramp down to on Avenue I when this project is completed. In addition, the sign may visually be impaired by the new retaining wall crossing the property along Avenue H.

We are in the process of acquiring the necessary right-of-way for the project. This right-of-way acquisition does not physically interfere with your sign, lighting or landscaping surrounding it, but we want to alert you to the less than desirable impact your sign will have in the future. I hope this notice provides you with enough planning time to make this sign once again a useful reminder to all that visits Rosenberg, Texas. Thank you.

Kindest regards,

A handwritten signature in blue ink that reads "Kenneth Hatch".

Kenneth Hatch, SR/WA, R/W-NAC  
Project Manager, US 90A UPRR in Rosenberg Project  
Contract Land Staff, LLC

CC: TxDOT ROW, Houston District

ENGINEER'S BASELINE US90A-H CURVE C1 DATA  
 PI NORTHING = 13,766,001.26  
 PI EASTING = 2,980,506.11  
 PI STATION = 756+81.67  
 DELTA = 19° 52' 52" (LT)  
 DEGREE OF CURVE = 4° 05' 33"  
 TANGENT = 245.36'  
 LENGTH = 485.79'  
 RADIUS = 1,400.00'  
 CHORD BEARING = S82° 50' 12" E  
 CHORD = 483.35'  
 PC STATION = 754+36.31  
 PT STATION = 759+22.09

ENGINEER'S BASELINE US90A-I CURVE 15 DATA  
 PI NORTHING = 13,766,069.77  
 PI EASTING = 2,980,133.80  
 PI STATION = 753+05.27  
 DELTA = 15° 57' 36" (RT)  
 DEGREE OF CURVE = 2° 02' 47"  
 TANGENT = 392.52'  
 LENGTH = 779.95'  
 RADIUS = 2,800.00'  
 CHORD BEARING = S64° 21' 00" E  
 CHORD = 777.43'  
 PC STATION = 749+12.76  
 PT STATION = 756+92.71

ENGINEER'S BASELINE US90A-I CURVE 16 DATA  
 PI NORTHING = 13,765,640.12  
 PI EASTING = 2,980,779.74  
 PI STATION = 760+75.97  
 DELTA = 36° 52' 38" (LT)  
 DEGREE OF CURVE = 8° 11' 06"  
 TANGENT = 233.38'  
 LENGTH = 450.54'  
 RADIUS = 700.00'  
 CHORD BEARING = S74° 48' 31" E  
 CHORD = 442.80'  
 PC STATION = 758+42.59  
 PT STATION = 762+93.13

ENGINEER'S BASELINE SP529 CURVE 13 DATA  
 PI NORTHING = 13,766,124.54  
 PI EASTING = 2,980,098.08  
 PI STATION = 26+46.33  
 DELTA = 40° 47' 01" (RT)  
 DEGREE OF CURVE = 6° 01' 52"  
 TANGENT = 353.15'  
 LENGTH = 676.22'  
 RADIUS = 950.00'  
 CHORD BEARING = N74° 49' 50" E  
 CHORD = 662.03'  
 PC STATION = 22+93.19  
 PT STATION = 29+69.40

ENGINEER'S BASELINE SP529 CURVE 14 DATA  
 PI NORTHING = 13,766,038.91  
 PI EASTING = 2,981,034.82  
 PI STATION = 35+56.90  
 DELTA = 8° 00' 00" (LT)  
 DEGREE OF CURVE = 4° 05' 33"  
 TANGENT = 97.90'  
 LENGTH = 195.48'  
 RADIUS = 1,400.00'  
 CHORD BEARING = S88° 46' 39" E  
 LONG CHORD = 195.32'  
 PC STATION = 34+59.00  
 PT STATION = 36+54.48

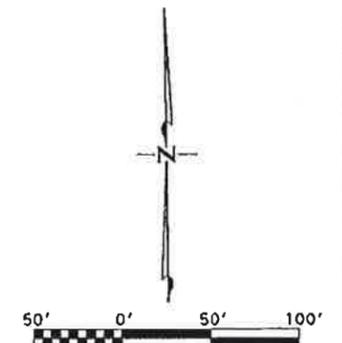
NOTES:  
 SEE SHEET 7A FOR OWNERSHIP CHART,  
 OWNERSHIP TABLE, DETAILS A, B, C,  
 PARCELS 10 AND 11 INSETS, LINE  
 TABLE, AND CURVE TABLE.

PARCELS 11, 16, AND 18 STATION AND  
 OFFSETS ARE FROM ENGINEER'S & SP529.

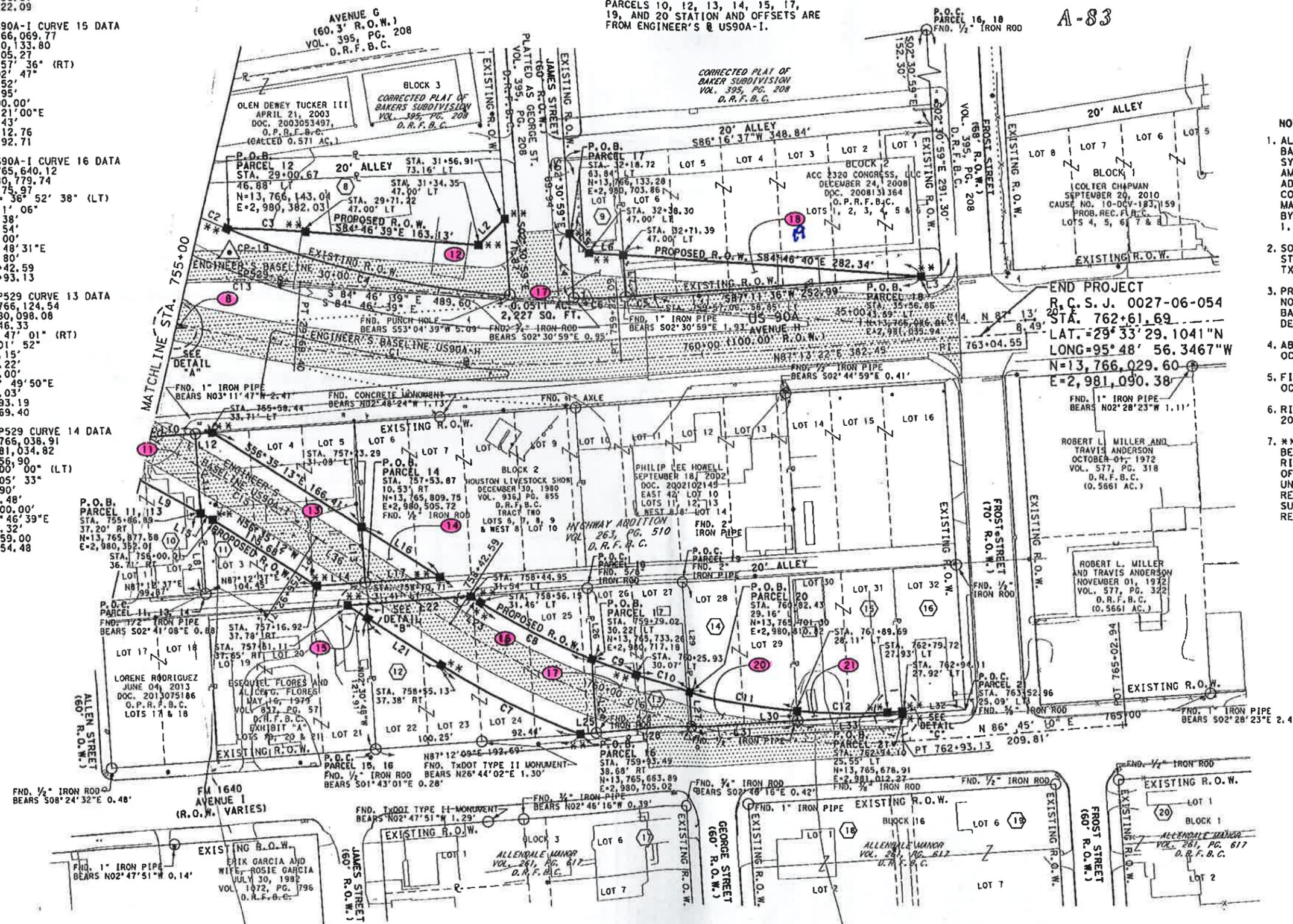
PARCELS 10, 12, 13, 14, 15, 17,  
 19, AND 20 STATION AND OFFSETS ARE  
 FROM ENGINEER'S & US90A-I.

# HENRY SCOTT SURVEY

## A-83



- NOTES:  
 SCALE 1" = 50' 22"x34"  
 SCALE 1" = 100' 11"x17"
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
  - SOURCE OF BEARINGS - THE FOLLOWING STATIONS WERE HELD HORIZONTALLY: TXAC, TXHE, TXLM, TXRS.
  - PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
  - ABSTRACTING WAS PERFORMED FROM OCTOBER 2013 THROUGH FEBRUARY 2014.
  - FIELD SURVEYING WAS PERFORMED FROM OCTOBER 2013 THROUGH FEBRUARY 2014.
  - RIGHT-OF-WAY MAPS COMPLETED IN MARCH 2015.
  - \*\*THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.



Texas Department of Transportation

McGRAY & McGRAY  
 LAND SURVEYORS, INC.  
 3301 HANCOCK DRIVE #B  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

**US90A**  
 AT U.P.R.R. IN ROSENBERG

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
6	TEXAS		US90A		
STATE DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
12	PORT BEND	0027	06	054	7



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
8	Administrative Services Agreement
<b>ITEM/MOTION</b>	
Review and discuss the Administrative Services Agreement by and between the Rosenberg Development Corporation and the City of Rosenberg, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

A handwritten signature in black ink, appearing to read "R Malik".

Randall Malik  
RDC Executive Director

1. Rosenberg Development Corporation/City of Rosenberg Administrative Services Agreement
2. Rosenberg Development Corporation Meeting Draft Meeting Excerpt – 03-10-16

### EXECUTIVE SUMMARY

At the March RDC Board Meeting, the Board requested an agenda item to discuss the RDC/City Administrative Service Agreement and to discuss increasing the RDC funding of economic development staff to 100%. Currently, the RDC funds economic development staff at the following levels:

Economic Development Director: 85%

Assistant Economic Development Director: 90%

Senior Administrative Specialist: 90%

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ADMINISTRATIVE SERVICES AGREEMENT BETWEEN  
THE ROSENBERG DEVELOPMENT CORPORATION  
AND THE CITY OF ROSENBERG**

This Agreement is entered into by and between the **Rosenberg Development Corporation** (hereinafter referred to as the "**RDC**" and) the **City of Rosenberg, Texas** (hereinafter referred to as the "**CITY**").

**WHEREAS**, the RDC and CITY wish to aid, and cooperate with each other in coordinating certain functions and services including administrative services for the effective, efficient operation of the RDC; and

**WHEREAS**, it is in the best interests of the CITY to cooperate with the RDC in that the RDC is a public **instrumentality** acting on behalf of the CITY in furtherance of the public purposes of the Development Corporation Act of 1979, Article 5190.6 V.T.C.S.; and

**WHEREAS**, the governing body of CITY has duly authorized this agreement; and

**WHEREAS**, the governing body of RDC has duly authorized this agreement;

**NOW THEREFORE**, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein CITY and RDC hereby agree as follows:

**Use of City Facilities**

1. The CITY will agree to allow the RDC to use the City Council Chamber and Mayor/Council Office, Civic Center, and conference rooms without fee, but only if it does not conflict with any other scheduled event/activity. Adequate office space for RDC daily operations, utilities and common space (restrooms, break rooms and storage) will be provided by the City. Utilities include telephone service and hardware, internet connections, and shared building utilities. Also, the CITY agrees to allow the RDC to post notices for public hearings, special and/or regular meetings, and/or workshops.

2. The CITY agrees to share a Post Office box and a box at City Hall for receipt of mail to the RDC and to disseminate any and all mail to the RDC's box at City Hall without charge.

### **Services to be Provided**

3. The CITY agrees to provide the following services to the RDC pursuant to the City Manager's direction and approval, and such employees furnishing said services are to be considered at all times to be employees of the CITY.

- a. Economic Development Director Services
  - 1. Develop and implement strategies for the retention, expansion, and recruitment of business enterprises.
  - 2. Provide administrative services as required by the RDC.
  - 3. Perform services related to the office of Executive Director of the RDC.
  - 4. Perform all services related to State of Texas requirements for Economic Development Corporation's reporting. Maintain all public documents and records of the Corporation.
  
- b. Assistant Economic Development Director Services
  - 1. Assist the Economic Development Director in the day-to-day operation of the RDC and the development and implementation of sound, fact-based economic development strategies to retain, expand and recruit business enterprises.
  
- c. Finance and Accounting
  - 1. Payment of any and all bills submitted by the RDC within RDC budgetary and bylaw requirements. The City accepts no responsibility for the legitimacy of bills submitted. Receive, manage and invest RDC funds in accordance with the adopted RDC Investment Policy.
  - 2. Maintenance of accounting records, including but not limited to general ledger, income and expense accounts and balance sheet.
  - 3. Allowance for the RDC to retain City auditors. If City auditors are retained, RDC shall reimburse the City for applicable RDC audit costs.

4. Processing and preparation of annual budget, including monthly budget reports.

c. Other Services

1. The RDC may request other needed services from the CITY such as, but not limited to, those services to be provided by the City Attorney, City Engineer, City Secretary, Personnel Department, Director of Marketing and Public Affairs, Planning and Engineering Director, and the RDC Executive Director and applicable support staff (Administrative Assistant, Secretary).
2. The City shall provide general legal services to the Corporation, including advice, the review and preparation of resolutions, general contracts, and other legal documents or records for the Corporation. Legal services provided in regard to RDC Capital Improvement Projects (CIPs) will be charged to the individual project. The obligation of the City to provide legal services to the Corporation shall not include the duty to defend any claim or lawsuit made against the Corporation or its directors.
3. Capital Improvement Project Management Fee: For projects funded by the RDC, the RDC will pay to the City a CIP Management Fee for managing the authorized projects to completion. The Fee will be 5% of the total project cost. Project fees will be budgeted on a per-project basis and will be separate line items in the RDC's Project Fund budget for each applicable project. Management Fees will be reimbursed to the City proportional to the payment of project invoices on an annual basis.

### **Compensation**

4. In consideration for the services, equipment, buildings, and related costs provided by the CITY for the benefit of the RDC, the RDC agrees to reimburse the CITY based on the attached summary of approved expenses. For FY 08, the approved amount is \$226, 788.00

- a. Quarterly payments to the CITY by the RDC shall be made as expediently as possible upon invoice after the following dates:

December 31, 2007

March 31, 2008

June 30, 2008

September 30, 2008

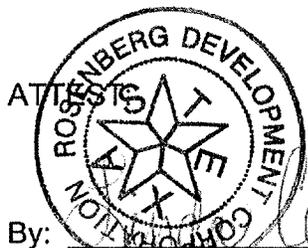
- b. Should the payment amount due on September 30, 2008, cause the total RDC Administrative budget to exceed 10% of the annual budget, the payment amount shall be adjusted to conform to the 10% cap on expenditures for administration.
- c. Compensation expenses will be reviewed concurrently with the establishment of the annual budget, and if there are any changes, a new attachment of the summary of anticipated expenses will be provided. The administrative personnel portion of the Administrative fees will be reconciled to the actual personnel costs paid.

#### **Period of Duration**

5. This agreement will have no force or effect until duly executed by all parties hereto and will terminate at **12:01 a.m. on October 1, 2008**, and thereafter automatically renewed annually for each succeeding year. The RDC and the CITY may cancel this agreement at any time upon thirty (30) days written notice to the other party to this agreement. The obligations of the RDC, including its obligation to pay the CITY for all costs incurred under this agreement prior to such notice, shall survive such cancellation, as well as any other obligation incurred under this agreement, until performed or discharged by the RDC.

**Execution**

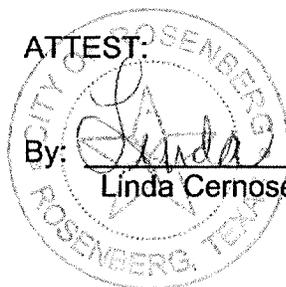
Executed, in duplicate originals, by the CITY on the 18<sup>th</sup> day of September, 2007, and by the RDC on the 19<sup>th</sup> day of September, 2007, at Rosenberg, Fort Bend County, Texas to be effective on **October 1, 2007.**



By: *Linda Cernosek*  
Linda Cernosek, City Secretary

**ROSENBERG DEVELOPMENT CORPORATION**

By: *Bill Knesek*  
Bill Knesek, RDC Board President



By: *Linda Cernosek*  
Linda Cernosek, City Secretary

**CITY OF ROSENBERG**

By: *Joe M. Gurecky*  
Joe M. Gurecky, Mayor

## Summary of Approved Expenses

**City of Rosenberg  
Calculation of Administrative Fees for  
Rosenberg Development Corporation  
FY 2008 BUDGET**

<b>Administration, Finance, and Accounting</b>	<b>\$210,088.00</b>
City Manager/Executive Director	
Secretary	
Administrative Assistant	
Economic Development Director	
Assistant Economic Development Director	
Director of Finance and Administration	
Finance Manager	
Finance Analyst	
Payroll Clerk	
A/P Clerk	
City Secretary	
Director of Planning and Engineering	
Director of Marketing and Public Affairs	
Legal Counsel (except project specific costs, which will be billed to each project)	
<b>Audit Services</b>	<b>\$4,500.00</b>
<b>Other Services</b>	<b>\$12,200.00</b>
Use of City Facilities including meeting space	
Copiers, Telephone, IT, Utilities	
Total FY 08	<u><b>\$226,788.00</b></u>

**Key discussion points:**

- President Knesek suggested providing a more user friendly link to locate the Fort Bend Transit website and bus routes. He also mentioned that the current bus-route is confusing and difficult to navigate. Mr. Knesek suggested that staff work with Fort Bend Transit on implementing a looped bus route.
- Director Bailey pointed out the need to collaborate with Richmond on the changes to the bus route.
- Randall Malik stated he would attempt to have Richmond at the next RDC Meeting.
- The consensus was to have staff coordinate a meeting with Fort Bend Transit to discuss potential route improvements.

No action was taken

4. **REVIEW AND DISCUSS ROSENBERG MULTIMODAL HUB STUDY, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** The Port of Freeport, Fort Bend County and Brazoria County have recently partnered on a study assessing the feasibility of developing a new rail connection from Port Freeport along the State Highway 36A Corridor to serve the inland markets of Texas and Middle America. One of the primary findings of the study was identifying Rosenberg as an ideal location for a multimodal hub.

The author of the study, Dr. Alexander Medcalf, has indicated an interest in conducting a Rosenberg Multimodal Hub Study. The purpose of the study would be to build upon the results of the initial SH 36A Rail Development Study and begin to identify the steps necessary to implement the Rosenberg Multimodal Hub.

This agenda item provides the Board the opportunity to discuss if they would be interested in pursuing the feasibility of a multimodal hub study.

**Key discussion points:**

- Randall Malik gave an overview of the item and mentioned that the purpose of the item is simply to see if the Board would like to invite Dr. Alexander Medcalf to a future meeting to further discuss the details for a multimodal hub study.
- President Knesek inquired about the potential cost of the study.
- Randall Malik replied that it would be about \$70,000.
- Director Pena noted that he took a tour at Port Freeport, and he feels it would also be beneficial for the rest of the Board.
- Director Scopel suggested a partnership with other surrounding cities to possibly fund the hub. He also stated that a meeting with Dr. Alexander Medcalf would answer the Board's questions.
- The general consensus was to invite Dr. Alexander Medcalf to a future meeting.

No action was taken.

5. **CONSIDERATION OF AND ACTION ON PROPOSED AMENDMENTS TO THE ROSENBERG DEVELOPMENT CORPORATION BYLAWS.**

**Executive Summary:** At the February 11, 2016 Joint City Council and RDC Board Meeting, the Board tabled the proposed amendments to the RDC bylaws. The Board requested additional time to review the memorandum from Scott M. Tschirhart regarding the oversight structure of the RDC Executive Director.

Currently, the RDC bylaws and RDC/City Administrative Service Agreement indicate that the RDC Executive Director is to be an employee of the City of Rosenberg. Further, Resolution No. RDC-82 designates the Economic Development Director of the City of Rosenberg as the Executive Director of the RDC.

**Key discussion points:**

- President Knesek stated that after reviewing the memo from the City Attorney, he would like to drop the request for amendment proposing the RDC Executive Director be an RDC employee. However, he requests for staff to look at ways to amend the City/RDC Administrative Services Agreement to reflect that 100% of the time and costs of economic salaries be towards the RDC.
- Director Pena agreed with President Knesek, but expressed that the change would likely be controversial.

- President Kneseck stated that the only outstanding item remaining for discussion is the number of City Council members on the RDC Board.
- Director Barta stated the number of City Council members on the RDC Board should be no more than two (2).
- Director Garcia agreed with Director Barta that the number of Council members serving as RDC Directors should be limited to two (2).
- Director Pena and Director Moses stated that the language should remain unchanged with no more than three (3) City Council members serving as Directors.
- Director Bailey stated the limitation should be no more than two (2) City Council members, and a City employee.

**Action:** Director Garcia moved, seconded by Director Barta, to revise Section 3.03 of the Rosenberg Development Corporation Bylaws to reflect the limitation of the number of City Council members on the RDC Board to be no more than two (2) City Council members, effective June 2016, when the committees are reappointed. The motion carried by a vote of 4-3. **Ayes:** Directors Barta, Bailey, Garcia, and Scopel. **Nays:** President Kneseck and Directors Pena and Moses.

**Action:** Director Garcia moved, seconded by Director Moses, to approve the Rosenberg Development Corporation Bylaws as revised, and authorize submittal to City Council with a recommendation of approval. The motion carried by a unanimous vote.

6. **HOLD EXECUTIVE SESSION TO RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY CONCERNING PENDING LITIGATION, NAMELY DISPUTE WITH IMPERIAL PERFORMING ARTS, INC., PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE; TO DELIBERATE THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.072; AND REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE.**

Regular Session was adjourned for Executive Session at approximately 5:18 p.m.

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

**Executive Session:** The Executive Session was adjourned and the RDC Board reconvened Regular Session at approximately 5:30 p.m.

8. **CONSIDERATION OF AND ACTION ON A REPORT FROM THE ROSENBERG DEVELOPMENT CORPORATION EXECUTIVE DIRECTOR REGARDING THE PREVIOUS MONTH'S ECONOMIC DEVELOPMENT ACTIVITIES AND CONTACTS, WHICH INCLUDES UPDATES ON THE FOLLOWING (RANDALL MALIK, EXECUTIVE DIRECTOR):**
  - a. **ECONOMIC INDICATORS;**
  - b. **BUSINESS RETENTION VISITS;**
  - c. **NEW AND EXPANDED BUSINESSES; AND,**
  - d. **RDC PROJECTS.**

**Executive Session:** This item has been included to provide the Executive Director the opportunity to update the Board on the previous month's activities, contacts and projects.

No action was taken.

9. **REVIEW AND DISCUSS REQUESTS FOR FUTURE AGENDA ITEMS, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item provides the RDC Board the opportunity to request future Agenda items.

**Key discussion points:**

- Director Pena suggested that a representative from RDC attend conventions for marketing purposes.

No action was taken.

10. **ANNOUNCEMENTS.**

- No announcements

# **ITEM 9**

**Hold Executive Session to receive legal advice from the City Attorney concerning pending litigation, namely dispute with Imperial Performing Arts, Inc., pursuant to Section 551.071 of the Texas Government Code; to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Texas Government Code Section 551.072; and regarding economic development negotiations pursuant to Section 551.087 of the Texas Government Code.**

# **ITEM 10**

**Adjourn Executive Session, reconvene Regular Session, and take action as necessary as a result of Executive Session.**



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
11	Executive Director's Report
<b>ITEM/MOTION</b>	
Consideration of and action on a report from the Rosenberg Development Corporation Executive Director regarding the previous month's economic development activities and contacts, which includes updates on the following: <ul style="list-style-type: none"><li>a. Economic Indicators;</li><li>b. Business Retention Visits;</li><li>c. New and Expanded Businesses; and,</li><li>d. RDC Projects</li></ul>	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

A handwritten signature in black ink, appearing to read 'R. Malik'.

Randall Malik  
RDC Executive Director

1. Executive Director's Report – March 2016.

### EXECUTIVE SUMMARY

This item has been included to provide the Executive Director the opportunity to update the Board on the previous month's activities, contacts, and projects.



## **Rosenberg Development Corporation**

### **Executive Director's Update**

### **March 2016**

#### **New Home Update**

City Housing Starts in 2016:	113
City Housing Starts in March:	39
ETJ Housing Starts in 2016:	51
ETJ Housing Starts in March:	17

#### **Economic Indicators:**

Unemployment for February 2016:	4.2%
Non-Adjusted Employment for February 2016:	16,070
Labor Force for February 2016:	16,780
March Sales Tax Receipts (January sales):	\$1,107,114.88
Percentage Change From Previous Year:	- 9.46%
Annual Sales Tax Receipts for 2015 (Nov. 2015 sales):	\$5,106,399.28
Percentage Change From Previous Year:	- 6.07%

#### **Department Activity**

- Conducted retention visits with Bison Building Materials, Encapsulite, Cinemark, Dollar Tree, Palais Royal, Kohl's, Rue 21, Bath & Body Works, Hobby Lobby, Home Depot, Best Buy, Ross, Famous Footwear, Payless Shoes, Office Max, Sally Beauty Supply, Brazos Family Dentistry, Target, Marshall's and Petco.
- Participated in Houston Region Night on the Bayou on April 3<sup>rd</sup>. The purpose of the event was to familiarize national site selectors with the Houston Region.
- Attended Greater Houston Partnership – State of Houston's Global Economy Luncheon in Houston.
- Attended Greater Fort Bend EDC Board Meeting.
- Hosted a table at the Highway 36A Coalition Luncheon regarding the Panama Canal widening and Port Freeport.
- Attended Ground Breaking for Superior Tank expansion.
- Attended TSTC Topping Off event.
- Worked with TSTC to coordinate an outreach event for high school counselors and principals.
- Attended Main Street Advisory Board Meeting and Design Committee Meeting.



## **Projects Update:**

**Superior Tank** – Economic Development staff attended the Superior Tank Groundbreaking Ceremony on March 31. Construction is well underway on the expansion project. Superior Tank is expanding its existing 8,000 sf. facility by 54,000 sf. to facilitate on-site manufacturing. The company also announced it has increased its expected employment totals from 100 to 150 in the next five years.

**CVS Traffic Signal** – The design of the traffic signal for Spacek and Reading Road has been approved by the City. CVS is underway with construction of the 14,000 square-foot store at that intersection. The RDC performance agreement requires the RDC to fund half the cost of the traffic signal after its construction and issuance of a building permit to CVS.

**Marcario Garcia Park Restroom** – Parks and Recreation Director Darren McCarthy notified Economic Development staff that the new restroom facilities were expected to be delivered April 7. Construction is expected to be completed by mid-April.

**Fort Bend Transit** – Staff met with the City of Richmond and Fort Bend Transit to discuss ways to make the busroutes project more efficient and more visible. Staff will continue to meet with both parties on a regular basis. Fort Bend Transit is in the process of reviewing each of the routes, in order to determine potential changes in the bus route.

**Paragon** – Paragon has recently submitted a plat to the City of Rosenberg. Paragon has also now completed and submitted a Traffic Impact Analysis (TIA) for the Project.

**Reading Road Exit Closure** – TxDOT announced that the Reading Road exit from Southbound I-69 will be closed for at least one year starting April 14. Staff has created fliers and is distributing them to tenants in Brazos Town Center.



## ***Draft RDC Budget Schedule***

### ***RDC Finance Committee Meetings***

Tuesday, May 3<sup>rd</sup> (Noon – Rosenberg Civic Center): *Operating Funds, FY 17 Revenue Projections, and Introduction of Potential Capital Improvement Projects.*

Tuesday, May 17<sup>th</sup> (Noon – Rosenberg Civic Center): *Capital Improvement Projects*

Tuesday, May 31<sup>st</sup> (Noon – Rosenberg Civic Center): RDC Finance Committee Meeting (If necessary)

### ***RDC Board Meetings***

Thursday, June 11<sup>th</sup> – Draft Budget Presented to RDC

Thursday, July 14<sup>th</sup> – RDC Budget Approval

### ***City Council***

Tuesday, July 19<sup>th</sup> – RDC Budget Presented to City Council



## April 2016 Area Sales Tax Comparisons (February receipts)

City	Net Payment This Period	Comparable Payment Prior Year	Change	FY15-16 Payments To Date	FY14-15 Payments To Date	Change
<b>Rosenberg</b>	1,107,114.88	1,222,910.98	-9.46%	5,106,399.28	5,436,446.26	-6.07%
<b>Richmond</b>	466,048.00	376,854.92	23.66%	1,987,058.24	1,725,824.90	15.13%
<b>Fulshear</b>	82,054.64	76,133.53	7.77%	426,229.22	425,620.64	0.14%
<b>Houston</b>	46,422,152.06	47,630,926.77	-2.53%	212,060,308.13	223,720,100.04	-5.21%
<b>Humble</b>	994,636.27	1,018,891.33	-2.38%	4,735,536.08	4,957,306.20	-4.47%
<b>Katy</b>	774,534.55	819,834.72	-5.52%	3,916,015.76	3,759,658.02	4.15%
<b>League City</b>	1,331,219.25	1,190,659.94	11.80%	6,158,748.42	5,503,953.32	11.89%
<b>Missouri City</b>	613,544.11	600,655.35	2.14%	2,785,127.30	2,768,246.50	0.60%
<b>Pearland</b>	3,297,173.83	3,332,384.36	-1.05%	5,569,839.99	5,457,266.53	2.06%
<b>Sugar Land</b>	4,546,211.36	3,695,820.64	23.00%	18,389,644.79	17,553,264.18	4.76%
<b>Stafford</b>	1,183,321.34	1,194,430.96	-0.93%	5,315,512.29	5,437,712.46	-2.24%

RDC March Allocation: \$276,778.72



## COMMUNICATION FORM

April 14, 2016

ITEM #	ITEM TITLE
12	Future Agenda Items
<b>ITEM/MOTION</b>	
Review and discuss requests for future Agenda items, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

1. None

Randall Malik  
RDC Executive Director

### EXECUTIVE SUMMARY

This item provides the RDC Board the opportunity to request future Agenda items.

# **ITEM 13**

**Announcements.**

# **ITEM 14**

**Adjournment.**