

**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, October 08, 2015

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 Regular Rosenberg Development Corporation Meeting Minutes for August 13, 2015. (Jasmine Bowens, Senior Administrative Specialist)
- B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending September 30, 2015. (Joyce Vasut, Executive Director of Administrative Services)

AGENDA

- 1. Consideration of and action on authorization for the Executive Director to submit the Rosenberg Development Corporation Annual Report to City Council. (Randall Malik, Rosenberg Development Corporation Executive Director)
- 2. Review and discuss 2015 Rosenberg Development Corporation Business Appreciation Luncheon, and take action as necessary. (Randall Malik, Rosenberg Development Corporation Executive Director)
- 3. Review and discuss proposed design of the Rosenberg Downtown Parking Project, and take action as necessary. (Randall Malik, Rosenberg Development Corporation Executive Director)
- 4. Consideration of and action on authorization for the Executive Director to proceed with issuance of a Notice to Bid for Rosenberg Development Corporation Rough Cut and Finish Cut Mowing Contracts. (Randall Malik, Rosenberg Development Corporation Executive Director)
- 5. Review and discuss Rosenberg Development Corporation/Rosenberg Economic Development Department office space, and take action as necessary. (Bill Knesek, Rosenberg Development Corporation President)

6. 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, Rosenberg Development Corporation Executive Director):
 - a. Economic Indicators;
 - b. Business Retention Visits;
 - c. New and Expanded Businesses;
 - d. Existing Businesses;
 - e. RDC Marketing Budget
 - f. RDC Sidewalk Project; and,
 - g. Median Household Income.
7. Hold Executive Session 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.
8. Adjourn Executive Session, reconvene Regular Session, and take action as necessary as a result of Executive Session.
9. Review and discuss requests for future agenda items, and take action as necessary.
10. Announcements.
11. Adjournment.

{EXECUTION PAGE TO FOLLOW}

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

ITEM A

Minutes:

- 1. Regular Rosenberg Development Corporation Meeting
Minutes – September 10, 2015**

**ROSENBERG DEVELOPMENT CORPORATION
MEETING MINUTES**

On this the 10th day of September, 2015, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in Regular Session at the Rosenberg Civic Center, 3825 SH 36S, Rosenberg, Texas.

PRESENT

Teresa Bailey	Secretary, Rosenberg Development Corporation
Amanda J. Barta	Director, Rosenberg Development Corporation
Ted Garcia	Treasurer, Rosenberg Development Corporation
Bill Knesek	President, Rosenberg Development Corporation
Lynn Moses	Director, Rosenberg Development Corporation
Jimmie J. Peña	Director, Rosenberg Development Corporation
Allen Scopel	Vice President, Rosenberg Development Corporation

STAFF PRESENT

Jasmine Bowens	Senior Administrative Specialist
Jeremy Heath	Assistant Economic Development Director
Randall Malik	Executive Director, Rosenberg Development Corporation
Scott Tschirhart	City of Rosenberg Attorney (via conference call)
Joyce Vasut	Executive Director of Administrative Services

CALL TO ORDER.

President Knesek called the meeting to order at 4:00 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 REGULAR ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES FOR AUGUST 13, 2015.**

B. **CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING AUGUST 31, 2015.**

Executive Summary: The August 2015 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

Action: Director Pena moved, seconded by Director Moses, to approve the Consent Agenda items A and B. The motion carried by a unanimous vote.

REGULAR AGENDA

1. (This item was taken out of order after Item 7)

CONSIDERATION OF AND ACTION ON DECORUM OF RDC BOARD MEMBERS.

Executive Summary: This item has been added by Director Pena to discuss RDC Board Member Decorum.

Key discussion points:

Director Pena opened the discussion explaining any development matters, in Rosenberg, should be directed to the City Manager.

No action was taken.

2. **CONSIDERATION OF AND ACTION ON THE RDC INVESTMENT POLICY.**

Executive Summary: The Public Funds Investment Act (PFIA) and RDC's Investment Policy (Policy), require the Policy to be reviewed annually by the Finance Committee and the RDC Board.

The Policy has been reviewed by staff and some minor changes have been suggested and presented to the Finance Committee on August 18th. The Finance Committee recommended submitting the Draft RDC Investment Policy to the full Board at the September RDC Meeting.

In accordance with the PFIA and RDC's Investment Policy, attached you will find a copy of the most recent training certificate and the disclosure statement.

City staff and the Finance Committee recommend approval of the Investment Policy.

Key discussion points:

- Joyce Vasut discussed the amendments for the RDC's Investment Policy.
- Joyce Vasut mentioned the Investment Policy calls for an Investment Committee. The Board indicated the members of the Investment Committee would consist of the same members as the Finance Committee.
- Joyce Vasut explained that on September 01, 2015, the law changed the requirement of continuing education for the Training of Investment Officers, Section 5.3 of the Investment Policy, from ten (10) hours to eight (8) hours.

Question/Answers:

- President Kneseck asked if the pools are collateralized or insured.
- Joyce Vasut explained the pools are not insured, and the funds are not collateralized. However, CDs (Certificates of Deposit) and CDARS (Certificate of Deposit Account Registry Service) programs are insured.
- President Kneseck asked with CDs and CDARS does the FDIC serve as the collateralization.
- Joyce Vasut explains that this is true, up to \$200,000 per bank.

Action: Director Scopel moved, seconded by Director Garcia, to appoint an Investment Committee consisting of the Finance Committee members and Joyce Vasut, Executive Director of Administrative Services, and Randall Malik, Economic Development Director. The motion carried by a unanimous vote.

Action: Director Pena moved, seconded by Director Scopel to adopt the RDC Investment Policy as presented, with the noted change to Section 5.3 revising the continuing education requirement for Investment Officers from ten (10) hours to eight (8) hours in accordance with change in state law.. The motion carried by a unanimous vote.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. RDC-98, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT COOPERATIVE (THE "COOPERATIVE"), DESIGNATING THE BOARD OF DIRECTORS OF THE COOPERATIVE AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE COOPERATIVE, APPROVING INVESTMENT POLICIES OF THE COOPERATIVE, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.**

Executive Summary: During the August 18, 2015 Rosenberg Development Corporation (RDC) Investment Committee meeting, staff presented the need to diversify investments within the available public funds investment cooperatives.

Currently, 100% of the RDC's investments are in TexPool, which is the only investment pool that RDC is a member. This Resolution authorizes RDC participation in a second investment pool, known as the Local Government Investment Cooperative (LOGIC). The Resolution also establishes the authorized representatives and the participant representative. The LOGIC Participation Agreement, as well as the bank instruction form, is included for review.

Staff recommends approval of Resolution No. RDC-98, which authorizes the RDC to participate in the LOGIC.

Action: Director Moses moved, seconded by Director Barta, to approve Resolution No. RDC-98 a Resolution authorizing execution of an Interlocal Agreement for participation in a Public Funds Investment Cooperative, designating the Board of Directors of the Cooperative as an agency and instrumentality to supervise the Cooperative, approving investment policies of the Cooperative, appointing authorized representatives and designating investment officers. The motion carried by a unanimous vote.

4. REVIEW AND DISCUSS ROSENBERG DOWNTOWN PARKING PROJECT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Houston Fence Company has recently completed construction of a six-foot, nine-gage, vinyl-coated chain link fence. In order to move forward with having an engineer begin to prepare preliminary design documents for the parking lot, staff is seeking direction on the design of the parking lot. On the next page is a recommended design from the Texas Main Street Program Architects. After the general design is agreed upon, an engineering firm can be selected to conduct a preliminary engineering report.

The RDC has \$231,075 left in the Livable Centers line item for the project.

Key discussion points:

- Director Malik discussed several design options for the downtown parking project.
- Director Barta and President Knesek raised concern about the necessity of having the site being designed by engineers.
- Director Pena indicated that Precinct 1 Commissioner Richard Morrison has mentioned that TxDOT has funding available for parking garages.
- President Knesek suggested to defer moving forward, until the Board speaks with Precinct 1 Commissioner Richard Morrison.

Questions/Answers:

- President Knesek inquired how the project will be funded.
- Director Malik explained RDC intends to use funding available from the now completed Livable Centers Study to pursue the entire project.

No action was taken.

5. 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:

- a. ECONOMIC INDICATORS;
- b. BUSINESS RETENTION VISITS;
- c. LIVABLE CENTERS STUDY;
- d. RDC MOWING CONTRACTS;
- e. NEW AND EXPANDED BUSINESSES; AND,
- f. EXISTING BUSINESSES.

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.

Key discussion points:

Director Malik updated the Board on economic development activities.

No action was taken.

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 4:05 p.m.

7. (This item was taken out of order after Item B)
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 4:45 p.m.

No action was taken.

8. **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:

- President Knesek requested to revisit discussion regarding RDC office space.

No action was taken.

9. **ANNOUNCEMENTS.**

- Director Barta announced that Chili's Restaurant will give back 15% to the 100 Club September 16, 2015.

10. **ADJOURNMENT.**

Action: Director Moses moved, seconded by Director Garcia, to adjourn the Regular Rosenberg Development Corporation Meeting. The motion carried by a unanimous vote. The meeting adjourned at 6:02 p.m.

Jasmine Bowens
Secretary II



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
B	Rosenberg Development Corporation Financial Report
ITEM/MOTION	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Report for the period ending September 30, 2015.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1. RDC Financial Report – September 2015

Joyce Vasut
Executive Director of Administrative Services

EXECUTIVE SUMMARY

The September 2015 RDC Financial Report is attached for your review and consideration. Staff recommends approval.

CITY OF ROSENBERG, TEXAS
ROSENBERG DEVELOPMENT CORPORATION
AS OF SEPTEMBER 30, 2015 - UNAUDITED

Classification	2014-15 Amended Budget	2014-15 Act. Rev/Exp YTD	2014-15 Encumbered	2014-15 YTD Budget Remaining	% of Budget Target
REVENUES:					100%
<i>Sales Taxes</i>	\$ 2,840,000	\$ 3,074,474	\$ -	\$ (234,474)	108%
<i>Sales Taxes BTC I</i>	575,000	605,710	-	(30,710)	105%
<i>Sales Taxes BTC II</i>	425,000	493,276	-	(68,276)	116%
<i>Downtown Sales Taxes</i>	-	36,216	-	(36,216)	
<i>Sales Tax Total</i>	3,840,000	4,209,677	-	(369,677)	
<i>Interest Earnings</i>	5,000	2,881	-	2,119	58%
TOTAL REVENUES	3,845,000	4,212,558	-	(367,558)	110%
EXPENDITURES:					
Administration (max 10%):					
<i>Office Supplies</i>	1,000	834	-	166	83%
<i>Computer Supplies</i>	2,000	1,588	-	412	79%
<i>Board Meeting and Directors' Expenses</i>	1,700	1,456	-	244	86%
<i>General Insurance</i>	400	277	-	123	69%
<i>Education and Travel</i>	8,250	6,322	-	1,928	77%
<i>Administrative Services</i>	244,374	191,816	-	52,558	78%
Subtotal for Administration Expenses	257,724	202,292	-	55,432	78%
Marketing:					
<i>Greater Fort Bend Economic Development</i>	12,500	12,500	-	-	100%
<i>Postage</i>	200	130	-	70	65%
<i>Freight and Express</i>	100	13	-	87	13%
<i>Advertising</i>	30,500	26,084	-	4,416	86%
<i>Printing and Binding</i>	4,500	1,503	-	2,997	33%
Subtotal for Marketing Accounts	47,800	40,229	-	7,571	84%
Memberships & Services:					
<i>Business Recruitment</i>	9,000	4,062	-	4,938	45%
<i>Dues, Subscriptions & Service Contracts</i>	17,627	6,028	-	11,599	34%
<i>RDC Memberships</i>	83,000	80,350	-	2,650	97%
<i>Business Retention</i>	10,000	10,000	-	-	100%
Subtotal for Memberships & Services Accounts	119,627	100,439	-	19,188	84%
Professional Services:					
<i>Professional Services - Legal Fees</i>	200,000	178,123	-	21,877	89%
Subtotal for Professional Services	200,000	178,123	-	21,877	89%
Infrastructure:					
<i>Prospective Business Incentive</i>	500,000	-	-	500,000	0%
<i>Debt Service - Principal</i>	767,235	767,235	-	-	100%
<i>Debt Service - Interest</i>	197,708	197,708	-	-	100%
<i>Transfer to RDC Projects Fund</i>	1,485,375	1,230,375	-	255,000	83%
Subtotal for Infrastructure Accounts	2,950,318	2,195,318	-	755,000	74%
TOTAL EXPENDITURES	\$ 3,575,469	\$ 2,716,402	\$ -	\$ 859,067	76%

ROSENBERG DEVELOPMENT CORPORATION
2014-15 ACTUAL
PERIOD ENDED SEPTEMBER 30, 2015 - UNAUDITED

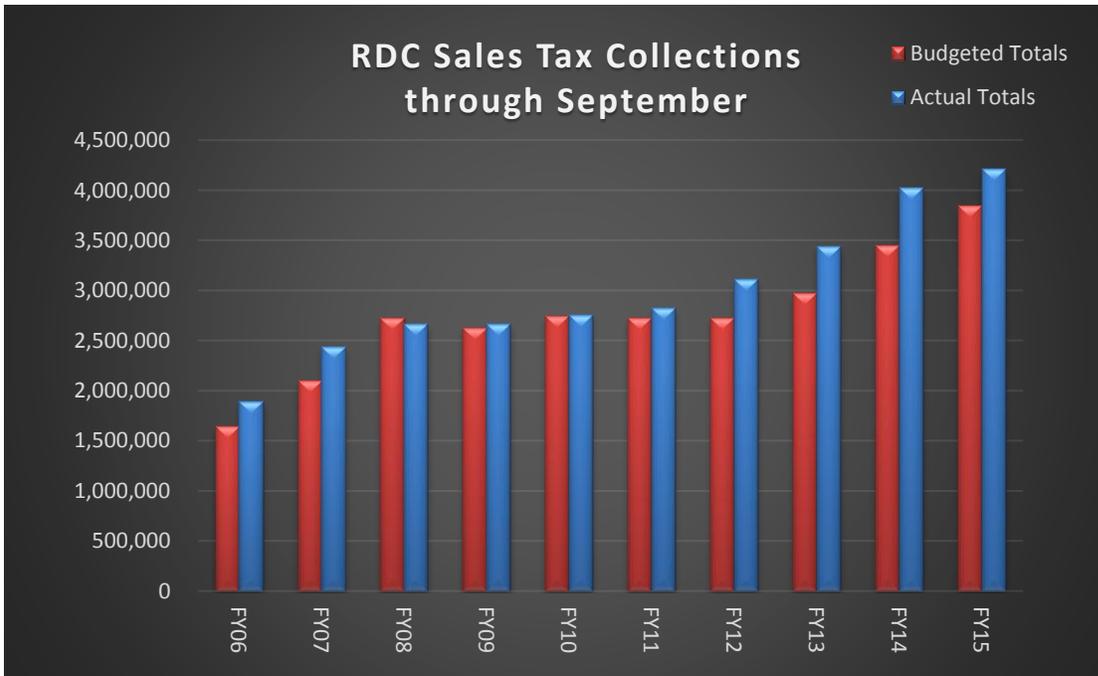
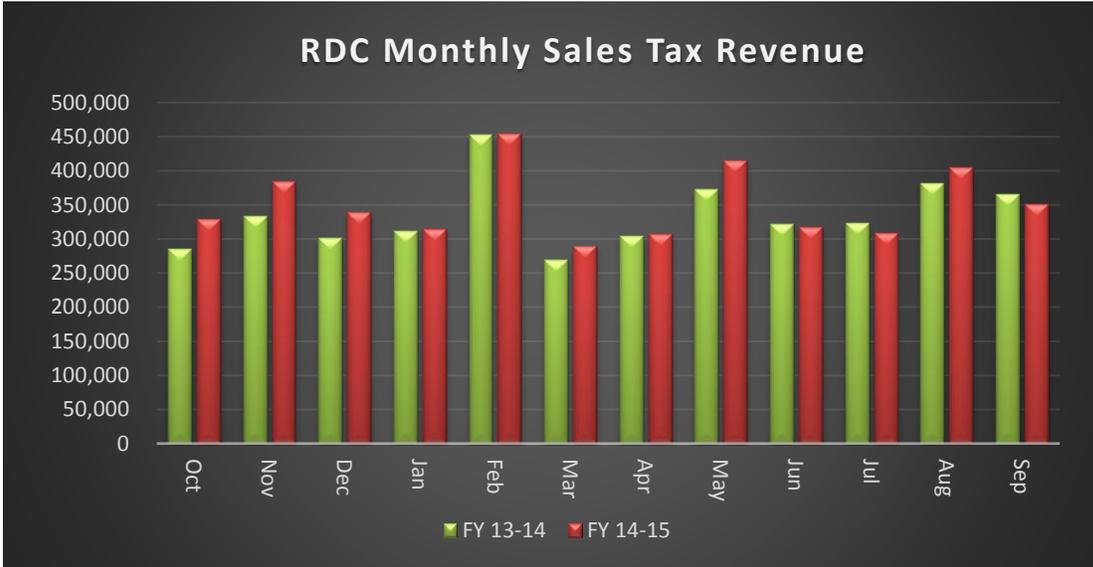
Classification	RDC Actual	RDC Projects	Total
Resources:			
Total Beginning Fund Balance @ 10/01/14 (audited)	\$ 3,755,279	\$ 4,887,495	\$ 8,642,774
Revenues and Transfers In	4,212,558	1,362,786	5,575,344
Total Funds Available	<u>\$ 7,967,837</u>	<u>\$ 6,250,281</u>	<u>\$ 14,218,118</u>
Uses/Deductions:			
Expenditures and Transfers Out	2,716,402	3,008,794	5,725,196
Ending Fund Balance:			
Total Ending Fund Balance	\$ 5,251,435	\$ 3,241,487	\$ 8,492,922
Reserved for Debt Service	964,943	-	964,943
Reserved for RDC Projects	-	\$ 3,241,487	3,241,487
Unreserved Fund Balance Total	<u>\$ 4,286,492</u>	<u>\$ -</u>	<u>\$ 4,286,492</u>

**Synopsis of Current Revenues and Expenditures
Rosenberg Development Corporation
For the Month Ended September 30, 2015 - Unaudited**

Account Number	Description	Amount
Revenues		
219-0000-402-0000	Sales Taxes	\$ 350,957.84
Total Current Period Revenues		<u>\$ 350,957.84</u>
Expenditures		
219-1000-540-3110	Office Supplies (Administration)	-
219-1000-540-3120	Computer Supplies (Administration)	-
219-1000-540-3135	Board Meeting and Directors' Expenses (Administration)	14.26
219-1000-540-5120	General Insurance (Administration)	-
219-1000-540-5510	Education and Travel (Administration)	575.00
219-1000-540-5710	Administrative Services (Administration)	-
Total Administration		<u>\$ 589.26</u>
219-2000-540-4391	Greater Fort Bend Economic Development (Marketing)	-
219-2000-540-5220	Postage (Marketing)	-
219-2000-540-5230	Freight and Express (Marketing)	300.00
219-2000-540-5310	Advertising (Marketing)	-
219-2000-540-5410	Printing and Binding (Marketing)	550.43
Total Marketing		<u>\$ 850.43</u>
219-3000-540-3135	Business Recruitment (Memberships and Services)	2,387.48
219-3000-540-4235	Dues/Subscriptions/Service Contracts (Memberships and Services)	586.50
219-3000-540-4390	RDC Memberships (Memberships and Services)	8,500.00
219-3000-540-5730	Business Retention (Memberships and Services)	-
Total Business Recruitement		<u>\$ 11,473.98</u>
219-6000-540-4390	Other Professional Services - (Professional Services)	11,450.06
Total Professional Services		<u>\$ 11,450.06</u>
219-7000-540-5725	Prospective Business Incentive (Infrastructure)	-
219-7000-540-8110	Debt Service - Principal (Infrastructure) - September 2015	63,936.00
219-7000-540-8120	Debt Service - Interest (Infrastructure) - September 2015	16,476.00
219-7000-540-9225	Transfer to RDC Projects Fund (Infrastructure)	-
Total Infrastructure		<u>\$ 80,412.00</u>
Total Current Period Expenditures		<u>\$ 104,775.73</u>

**ROSENBERG DEVELOPMENT CORPORATION
SALES TAX REVENUES**

GRAPHS



**Rosenberg Development Corporation
Outstanding Debt Service
2014-2015 Budget**

Fiscal Year	Principal Due	Total Interest	Total Principal & Interest	Adjustment for Business Park	Adjusted Principal & Interest
2014-15	802,235	197,708	999,943	(35,000)	964,943
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
Total	\$6,591,010	\$1,281,551	\$7,872,561	(1,700,000)	\$6,172,561

Rosenberg Development Corporation
RDC Projects Fund
For the Period Ended September 30, 2015 - Unaudited

CP0705		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Transportation Gateway Improvements	225-7000-540-7030	\$ 676,392	\$ 676,392	\$ -	\$ -
FY15 Transportation Gateway Improvements	225-7000-540-7038	80,000	18,440	345	61,215
Project Management Fee		4,016	4,016	-	-
Totals		\$ 760,408	\$ 698,848	\$ 345	\$ 61,215

CP1301		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
FY2013 Park Improvements	225-7000-540-7030	\$ 251,177	\$ 245,856	\$ -	\$ 5,321
Totals		\$ 251,177	\$ 245,856	\$ -	\$ 5,321

CP1302		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Business Park Development	225-7000-540-7030	\$ 3,849,783	\$ 1,895,260	\$ 1,931,789	\$ 22,734
Project Management Fee	225-7000-540-4395	85,000	30,002	-	54,998
Totals		\$ 3,934,783	\$ 1,925,262	\$ 1,931,789	\$ 77,733

CP1316		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Downtown Parking Lot	225-7000-540-7030	\$ 262,500	\$ 262,500	\$ -	\$ -
Totals		\$ 262,500	\$ 262,500	\$ -	\$ -

CP1317		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Bamore Road Phase IV	225-7000-540-7031	\$ 750,000	\$ 750,000	\$ -	\$ -
Totals		\$ 750,000	\$ 750,000	\$ -	\$ -

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

CP1501		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Livable Centers	225-7000-540-7035	\$ 250,000	\$ 25,370	\$ -	\$ 224,630
Totals		\$ 250,000	\$ 25,370	\$ -	\$ 224,630

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

CP1507		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Macario Garcia Park Restrooms	225-7000-540-7036	\$ 150,000	\$ 9,200	\$ 2,750	\$ 138,050
Totals		\$ 150,000	\$ 9,200	\$ 2,750	\$ 138,050

Total		\$ 6,885,227	\$ 3,883,018	\$ 1,934,884	\$ 1,067,325
Total Project Management Fees		\$ 89,016	\$ 34,018	\$ -	\$ 54,998



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
1	Rosenberg Development Corporation Annual Report
ITEM/MOTION	
Consideration of and action on authorization for the Executive Director to submit the Rosenberg Development Corporation Annual Report to City Council.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1. RDC Bylaws Excerpt – Section 3.02(b)

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

Randall Malik
RDC Executive Director

EXECUTIVE SUMMARY

Section 3.02(b) of the Bylaws require the RDC to prepare and submit an annual report to the Rosenberg City Council. The FY2015 Annual Report will be provided to the Board of Directors at the Meeting.

2. Guidelines of how the Corporation proposes to use the tax funds received by the Corporation to achieve its objectives, including any limitations on the use of the funds;
3. Any other information the City Council of the City of Rosenberg requests in writing be included in the Plan.

b. Briefings. The President or Executive Director shall appear before the City Council of the City of Rosenberg to brief the City Council of the City of Rosenberg and submit a written Performance Report to the City Council of the City of Rosenberg on activities of the Corporation at least annually and at such other times as requested by the Mayor or three or more members of the City Council of the City of Rosenberg.

Number, Qualifications and Tenure of Directors

3.03. The Board of Directors shall consist of seven (7) members appointed by and who serve at the pleasure of the City Council of the City of Rosenberg, Texas, for two year terms of office or until successors are appointed. Not more than three (3) directors shall be persons who are employees, officers or members of the City Council of the City of Rosenberg, Texas. If an employee, officer or member of the City Council of the City of Rosenberg, Texas who has been appointed as a director shall cease to be an employee, officer or member of the City Council of the City of Rosenberg, Texas such event shall constitute an automatic resignation as a director and such vacancy shall be filled in the manner provided herein. After the expiration of the initial terms of the initial Directors as set forth in the Articles of Incorporation, the terms of four (4) directors shall begin on the first Tuesday in June of each even numbered year and expire on the first Tuesday in June of the next following even numbered year. The terms of three (3) directors shall begin on the first Tuesday in June of each odd numbered year and expire on the first Tuesday in June of the next following odd numbered year. Each director must reside within the City of Rosenberg, Texas and meet the requirements pursuant to the City Charter for City Officers.

Attendance

3.04. Directors should attend all regular called meetings of the Board of Directors. Directors who are regularly absent from meetings of the Board of Directors may be removed from office by the City Council of the City of Rosenberg, Texas.

Vacancies

3.05. A vacancy occurring upon the Board of Directors shall be filled for the unexpired term by appointment by the City Council of the City of Rosenberg, Texas.

Ex-Officio Members

3.06. The City Council of the City of Rosenberg may appoint ex-officio members to the Board of Directors. Ex-officio members shall be given notice of all meetings of the Board of Directors and may participate in discussions at Board meetings, but shall not be entitled to vote. The Board of Directors may recommend individuals to the City Council to serve as ex-officio members. The ex-officio members shall serve at the pleasure of the City Council of the City of Rosenberg and until their successors are appointed.

ARTICLE IV. OFFICERS

Officer Positions

4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be members of the Board of Directors. These positions shall not be held by Board members that also serve as City employees or City Council Members. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
2	2015 Annual Business Appreciation Luncheon
ITEM/MOTION	
Review and discuss 2015 Rosenberg Development Corporation Business Appreciation Luncheon, and take action as necessary.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1. 2015 RDC Business Appreciation Luncheon Program

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

Randall Malik
RDC Executive Director

EXECUTIVE SUMMARY

This item allows the Board to provide feedback on the 2015 Business Appreciation Luncheon, and make recommendations for next year.

ROSENBERG DEVELOPMENT CORPORATION BOARD OF DIRECTORS

Bill Knesek, President
Allen Scopel, Vice President
Ted Garcia, Treasurer
Teresa Bailey, Secretary
Amanda Barta, Director
Lynn Moses, Director
Jimmie Pena, Director

ABOUT THE ROSENBERG DEVELOPMENT CORPORATION

The Rosenberg Development Corporation was created by election in 1995. It is a Type-B economic development corporation funded by a one-half cent sales tax. State law authorizes the RDC to engage in projects related to primary job creation. Primary jobs are jobs that infuse new dollars into the local economy by creating or selling a product or service that is ultimately exported to regional, state, national or international markets. The RDC is comprised of a seven-director board. Four of the members, including all officers, are appointed by the Rosenberg City Council, and the remaining three members are City Councilors.



*Celebrating 20 Years
of Economic Development Success*

*RDC
Business Appreciation
Luncheon*

**Tuesday, September 15, 2015
11:30 a.m. - 1:00 p.m.
Rosenberg Civic Center**

ROSENBERG DEVELOPMENT CORPORATION

The Rosenberg Development Corporation is celebrating its 20th anniversary in 2015. In 20 years, the RDC has initiated or contributed to many projects that have created primary jobs, increased property and sales tax revenue, and enhanced the quality of life for Rosenberg citizens. The RDC has played an important role in capital projects, park projects, and major business recruitment and expansion. Working with many partners such as the Fort Bend Master Naturalists, Fort Bend Transit Authority, and Fort Bend Corps., expansion, growth, and improvements have been achieved in all facets of the Rosenberg community.

Past Project Highlights:

Brazos Town Center: The RDC reimbursed infrastructure costs incurred by NewQuest Development to construct the Brazos Town Center in 2006 and Phase II in 2008.
Biotics Research: RDC recruited Biotics to its current location in 1998 and in 2009 it expanded resulting in \$11 million in capital investment and 135 jobs.
Seatex and NOV: In 2007, RDC recruited Seatex to relocate to Rosenberg and in 2010 helped facilitate an expansion resulting in a capital investment of more than \$12 million and creating more than 80 jobs. In 2008 National Oilwell Varco (NOV) expanded the facility with reimbursement assistance from the RDC, resulting in \$25 million in capital investment, \$400,000 to \$800,000 per year in sales tax revenue, and more than 25 jobs.
ALDI: In 2013, the RDC recruited ALDI, inc. to build the headquarters and distribution center in Rosenberg. ALDI is investing more than \$60 million into the local economy and creating over a hundred jobs.
Bus Routes: In 2014, the RDC partnered with the Richmond Development Corporation and Fort Bend Transit to create public bus routes through Rosenberg and Richmond. In July, 2015 there were 440 recorded routes run in the first month of operation.

Currently, the RDC continues to work on many projects to continue the positive trend of economic growth. The RDC recently committed \$2.5 million over the course of ten years to facilitate construction of a 5,000 student Texas State Technical College campus in Rosenberg, a project that will strengthen the local workforce significantly. Near the intersection of I-69 and FM 2218, the first deed-restricted business park is already under construction in partnership with Fuller Realty and the City of Rosenberg. The RDC is also currently working with Paragon Outlets to bring a destination outlet mall to Rosenberg at the intersection of I-69 and Reading Road. The 300,000 square foot outlet mall is scheduled to open in 2017. To learn more about the RDC, visit <http://www.rosenbergcodev.com>.

AGENDA

Invocation	Pastor Jimn Kyles The Church
Introductions	Randall Malik Executive Director Rosenberg Development Corporation
Welcome from the Mayor.....	Mayor Cynthia McConathy City of Rosenberg
Image Committee Awards Recognition.....	William “Bill” Benton Councilor At-Large City of Rosenberg
Positive Light Recognition.....	Dan Kelleher Main Street Manager City of Rosenberg
Expansion & Growth Recognition.....	Dan Kelleher Randall Malik
Redevelopment Recognition.....	Randall Malik
Top Private Sector Employers (Over 100).....	Randall Malik
Milestone Recognition.....	Randall Malik

SPECIAL THANKS

TerraFlora



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
3	Rosenberg Downtown Parking Project
ITEM/MOTION	
Review and discuss proposed design of the Rosenberg Downtown Parking Project, and take action as necessary.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

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

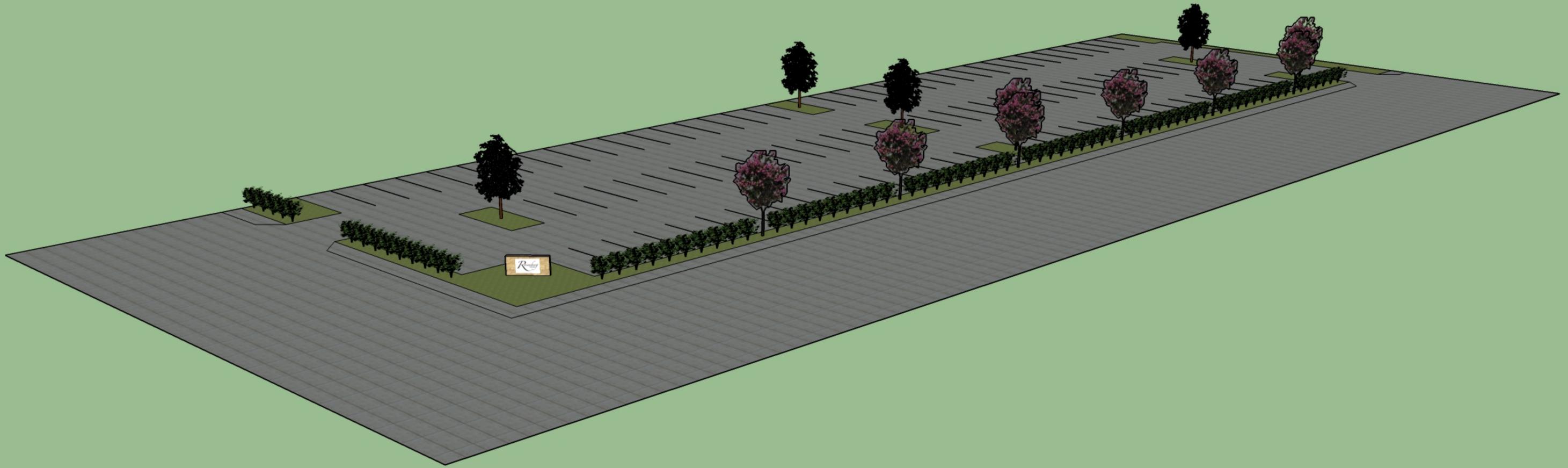
Randall Malik
RDC Executive Director

1. Proposed Surface Parking Design
2. Rosenberg Development Corporation Meeting Draft Minute Excerpt – 09-10-15

EXECUTIVE SUMMARY

At the September RDC Board Meeting, the Board directed the RDC Executive Director to meet with Precinct One County Commissioner Richard Morrison and RDC Director Jimmie Pena to explore possible funding opportunities for a parking structure before proceeding with the proposed surface parking design. On October 1st, the RDC Executive Director met with Precinct One County Commissioner Richard Morrison and RDC Director Jimmie Pena to explore funding opportunities.

Due to the expected length of time to receive any potential federal funding for a parking structure, staff recommends in the short-term, that the RDC moves forward with the surface parking design as presented.



Action: Director Moses moved, seconded by Director Barta, to approve Resolution No. RDC-98 a Resolution authorizing execution of an Interlocal Agreement for participation in a Public Funds Investment Cooperative, designating the Board of Directors of the Cooperative as an agency and instrumentality to supervise the Cooperative, approving investment policies of the Cooperative, appointing authorized representatives and designating investment officers. The motion carried by a unanimous vote.

4. REVIEW AND DISCUSS ROSENBERG DOWNTOWN PARKING PROJECT, AND TAKE ACTION AS NECESSARY TO DIRECT STAFF.

Executive Summary: Houston Fence Company has recently completed construction of a six-foot, nine-gage, vinyl-coated chain link fence. In order to move forward with having an engineer begin to prepare preliminary design documents for the parking lot, staff is seeking direction on the design of the parking lot. On the next page is a recommended design from the Texas Main Street Program Architects. After the general design is agreed upon, an engineering firm can be selected to conduct a preliminary engineering report.

The RDC has \$231,075 left in the Livable Centers line item for the project.

Key discussion points:

- Director Malik discussed several design options for the downtown parking project.
- Director Barta and President Knesek raised concern about the necessity of having the site being designed by engineers.
- Director Pena indicated that Precinct 1 Commissioner Richard Morrison has mentioned that TxDOT has funding available for parking garages.
- President Knesek suggested to defer moving forward, until the Board speaks with Precinct 1 Commissioner Richard Morrison.

Questions/Answers:

- President Knesek inquired how the project will be funded.
- Director Malik explained RDC intends to use funding available from the now completed Livable Centers Study to pursue the entire project.

No action was taken.

5. 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:

- a. ECONOMIC INDICATORS;
- b. BUSINESS RETENTION VISITS;
- c. LIVABLE CENTERS STUDY;
- d. RDC MOWING CONTRACTS;
- e. NEW AND EXPANDED BUSINESSES; AND,
- f. EXISTING BUSINESSES.

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.

Key discussion points:

Director Malik updated the Board on economic development activities.

No action was taken.

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 4:05 p.m.



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
4	Rosenberg Development Corporation Rough Cut and Finish Cut Mowing Contracts
ITEM/MOTION	
Consideration of and action on authorization for the Executive Director to proceed with issuance of a Notice to Bid for Rosenberg Development Corporation Rough Cut and Finish Cut Mowing Contracts.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

Randall Malik
RDC Executive Director

1. RDC Bid Notice – Finish Cut Areas FM 2218, Hwy 90A & Lane Drive, Avenue F, 4th Street to 6th Street, Avenue G & 4th Street Lot
2. RDC Bid Notice – Finish Cut Areas Hwy 36 at US 90 A, I-69 at Hwy 36, I-69 at FM 2218
3. RDC Bid Notice- Rough Cut Areas FM 762 to Hwy 36, I-69 from Reading Road to FM 2218, I-69 from FM 2218 to Hwy 36
4. RDC Bid Notice – Rough Cut Areas Hwy 36 to Spur 10

EXECUTIVE SUMMARY

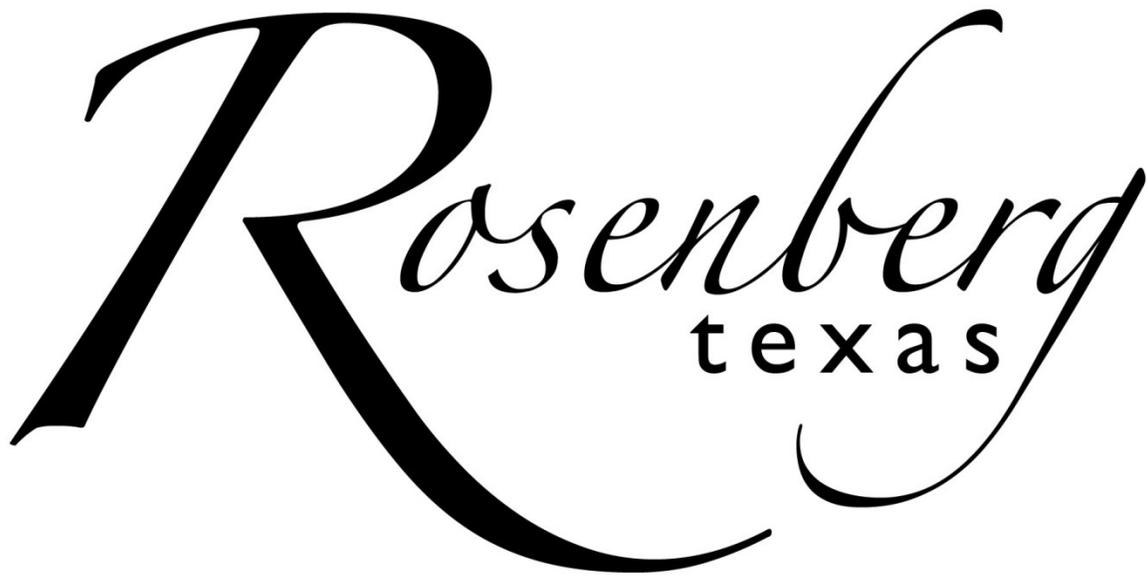
This item authorizes the Executive Director to proceed with formally bidding the mowing areas currently maintained by the RDC. The RDC currently funds mowing to the following areas:

Rough Cut Mowing: I-69 right-of-way mowing from Spur 10 to FM 762

Finish Cut Mowing: FM 2218 from I-69 to the City Limits, gateways at Hwy 36 and I-69, gateways at FM 2218 and I-69, and gateways at Hwy 36 Hwy 90.

Additional mowing areas include the 0.165 acre tract across from the post office and the 2.35 acre tract recently purchased from BNSF Railway Co.

Staff recommends authorizing the Executive Director to move forward with issuance of bid notices for RDC rough cut and finish cut mowing areas.



City of Rosenberg /
Rosenberg Development Corporation

Transportation Gateways
Enhanced Grounds Maintenance
Bid Notice and Technical Specifications

Finish Cut Areas
FM 2218
Hwy 90A & Lane Drive
Avenue F, 4th Street to 6th Street
Avenue G & 4th Street Lot

Due: Friday, October 30, 2015, by 5:00 p.m.

Randall Malik
Economic Development Director
832-595-3330
randallm@ci.rosenberg.tx.us

1. SCOPE

The Rosenberg Development Corporation is soliciting bids for enhanced transportation gateway grounds maintenance on behalf of the City of Rosenberg. The program will include nineteen (19) designated visits for finish cut areas. The designated visits will occur every two weeks during the growing season (April 1 – October 31) and monthly during the non-growing season (November 1 – March 31).

2. TERM

This Contract shall begin upon the date of execution of a Contract by all parties (on or about November 12, 2015, and expire September 30, 2016. The Corporation reserves the right to extend the Contract for an additional one (1) year period, at no additional cost, if both parties agree in writing to do so.

3. EXECUTION OF WORK

Prior to beginning operations, the Rosenberg Development Corporation shall arrange a conference between the City's designated representative and the Contractor. In this meeting, the Contractor will outline Contractor's proposed mowing procedures and submit Contractor's plans for performing the work with safety to the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The Contractor shall complete each mowing cycle within seven (7) working days unless prevented by weather conditions. Any weather related time extensions requested by the Contractor and granted by the City representative should be in writing. The Contractor shall notify the City representative to request inspection of each finished mowing site and receive approval by the representative for acceptance of completed work once a month.

Grounds maintenance shall be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding City-observed holidays. Service to be performed outside of these designated days and hours must have prior approval of the designated City representative.

If the Contractor fails to complete the work within each seven (7) day mowing cycle time, or extension time granted in writing by the City representative, then the Contractor shall pay to the Rosenberg Development Corporation, as liquidated damages, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each working day that the Contractor is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the Corporation may withhold from the Contractor's compensation such sums as liquidated damages.

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed stands of vegetation or areas not uniformly cut will be re-cut at no additional cost subject to final approval by the City's representative. Grass in areas designated for finished cut shall be mowed between one and three inches in height.

The required mowing areas are shown in Exhibit "A" and include the grassy areas between the inner edges of the sidewalks along FM 2219 from the north side of I-69 to the Rosenberg city limits line.

Ruts, holes and other disfigurement caused by the Contractor's mowing equipment shall be the responsibility of the Contractor to restore to original condition. If Contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the City representative before commencing work.

Completed finish cut mowing should of a quality and appearance comparable to commercial landscaping standards.

4. HARDSCAPE AREAS

All hardscape areas to include slabs, curb lines, gutters, medians and other areas within the service areas are to be 100% free of trash and litter, to include cigarette butts, at the end of each service visit.

Hardscape areas are to be 99% free of vegetation. Contractor is to utilize non-selective herbicides, pre- and post-emergent to maintain this appearance. No herbicides are to be used for edging purposes along hardscape or roadways. No herbicides are to be used at the base of any signs or permanent structures within the service areas. Contractor will not utilize herbicides at lawn drains if any are in the service area. All vegetation that grows up between the joints and cracks in the asphalt and concrete pavements, sidewalks, curbs, and gravel areas will be removed. One (1) month after the Contract is in place there shall be no new growth in these areas, and they shall be kept free of any new growth. Growth inhibitors may be utilized. Appropriate herbicides that are safe for use around waterways are to be used where runoff will occur into waterways.

5. FIRST TIME CLEANING OF CURBS, GUTTERS AND PAVERS

Removal of all existing debris that is in/on curbs, pavers, and gutters shall be completed at the initial services to the areas scheduled for finish cutting.

6. DEBRIS THROWN ON THE ROADWAY

The Contractor shall immediately remove and properly dispose of any debris thrown on any roadway within the contracted area (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

7. LITTER

The Contractor shall provide litter and debris pick-up at each location prior to each mowing cycle. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. All litter and debris shall be disposed of by the Contractor. Debris and litter may be disposed of in the City dumpster at the Parks and Recreation Department facility (located at 3720 Airport Avenue), with the exception of grass clippings or tree limbs.

8. WORK SCHEDULE

Upon the awarding of the Contract, the Contractor shall provide the Corporation with a work schedule specifying each week in which the work will be conducted. Deviation from this schedule, with the exception of delays caused by weather, will require the prior approval of the Corporation.

9. INSPECTIONS AND ACCEPTANCE OF WORK

The Corporation reserves the right to inspect the work under Contract at any time for final acceptance by the Corporation.

10. CONTRACTOR SUPERVISION

The Contractor shall provide, at Contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. Contractor shall have at least one (1) employee who is bilingual in English and Spanish when performing each maintenance service visit at the project site.

11. COMPLIANCE WITH CODES

Contractor shall comply with all City, county, state and federal codes, statutes, laws, regulations and ordinances in force at the time of award of Contract and applicable to such work. Contractor will utilize appropriate traffic control devices and techniques in accordance with Texas Department of Transportation guidelines and regulations.

12. STORAGE

The City of Rosenberg and the Rosenberg Development Corporation do not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor, upon completion of the work, shall clear each area of all items.

13. PROTECTION

The Contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall

furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public, and shall remove them upon completion of work.

The Contractor shall maintain a “spill-kit” with each mowing crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

14. RESPONSIBILITY FOR PROPERTY

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. The City and the Corporation shall not be responsible for loss or damage to Contractor’s property from any cause.

15. INDEMNIFICATION

Contractor agrees to and shall indemnify, hold harmless, and defend the City and the Corporation, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, litigation, court costs, and attorney’s fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, where such injuries, death or damages are caused by the City’s sole negligence or the joint negligence of the City and any other person or entity. It is the expressed intention of the parties thereto, both the Contractor and the City, that the indemnity provided for in this paragraph is intended by Contractor to indemnify and protect the City and the Corporation from the consequences of the City’s own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

16. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the Rosenberg Development Corporation and as a condition of such consent, Contractor shall still remain liable for completion of the services in the event of default by the successor Contractor or assignee.

17. BID ITEM QUANTITIES

The Rosenberg Development Corporation may consider it necessary to increase or decrease a bid item under the same terms and conditions of the existing Contract.

18. TERMINATION OR MODIFICATION OF CONTRACT IN THE EVENT OF CONSTRUCTION

In the event that the Texas Department of Transportation (TxDOT) begins a construction or improvement project in the Contract service area, the Corporation reserves the right to terminate the existing Contract with thirty (30) days' notice and compensate the Contractor for any unpaid work completed to that point. The Corporation may also request that the work areas listed in the Contract be modified, at an agreed upon price, in order to accommodate road construction.

(This Section Intentionally Left Blank)

Exhibit "A" Project Description

Page 1 of 3

FM 2218 from I-69 North to Rosenberg City Limits Line

Each visit shall consist of finish-cut mowing of the area shown below, and will include edging and trimming, weed control, and fire ant treatment of the hardscape area as necessary. The area for mowing includes the grassy center median as well as the grassy strips between the road and the inner edge of the sidewalk and a two-foot strip on the outer edge of the sidewalk.

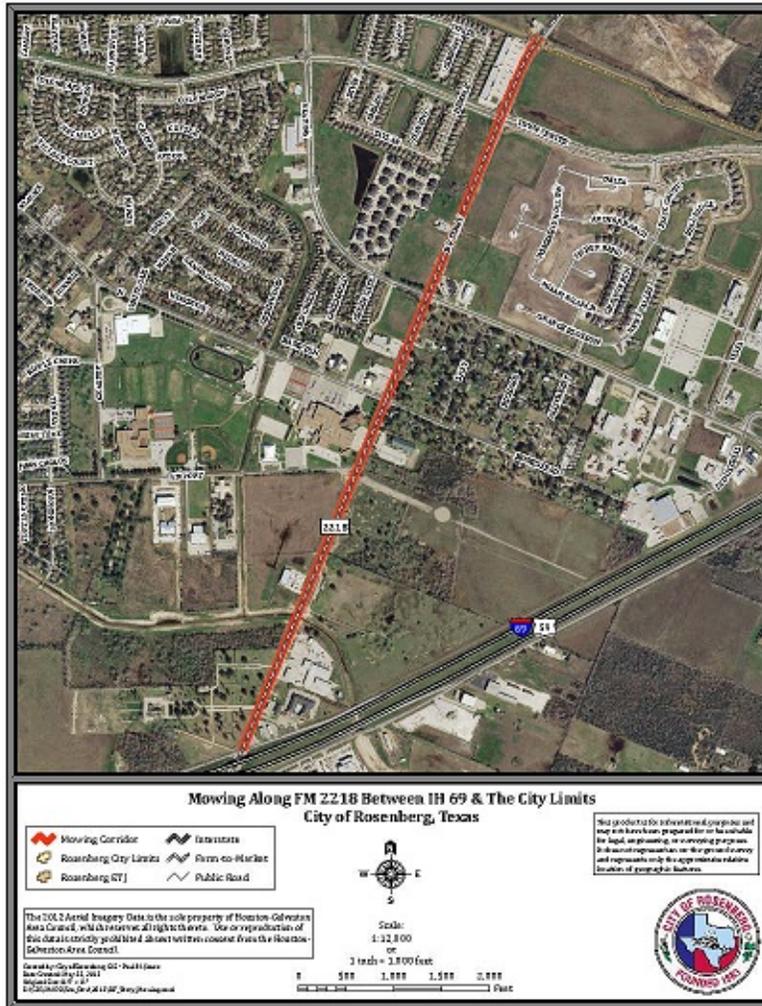


Exhibit “A” Project Description
Page 2 of 3

Hwy 90A From Rosenberg-Richmond line to Lane Drive

Each visit shall consist of finish-cut mowing of the area shown below, and will include edging and trimming, weed control, and fire ant treatment of the hardscape area as necessary. The area for mowing includes edging along Hwy 90A, the entryway from Lane Drive to Hwy 90A and the inner edge of the strip between the entryway and parking lot. Total area is approximately 1.46 acres.



Exhibit "A" Project Description
Page 3 of 3

Avenue F, 4th Street to 6th Street Lot and Avenue G & 4th Street Lot

Each visit shall consist of finish-cut mowing of the areas shown below, and will include edging and trimming along all curbs and gutters as well as along the chain-link fence on the northern border of the Avenue F lot. Total area of both areas combined is approximately 2.03 acres.





EXHIBIT B

GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms

Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

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

- E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.
- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to

mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions.

IV. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
 - 1. Insurance Certificate

- B. City's Additional Contract Documents:
 - 1. Technical Specifications and Bid Documents
 - 2. Policy for Bidding Projects

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:

CONTRACTOR:

Robert Gracia
City Manager

By: _____

Title: _____

Date:

Attest: City Secretary

Revised: 09-10-14 (DNRBHZ)

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

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

Procurement of Professional Services

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

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

Bid Submittal Form

Please complete each section with your pricing for each service location. This Service Contract is for an eleven (11) month period from November 12, 2015, until September 30, 2015.

Per Visit Cost

FM 2218 from I-69 North to Rosenberg City Limits Line

Per visit cost: _____

Total Cost (Total per Visit Cost x 19) _____

This bid is being submitted by:

Company Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Person submitting Bid: _____

Position and Title: _____

Reference #1 _____

Reference #2 _____

Reference #3 _____

Reference Form

Reference #1

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

Reference #2

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

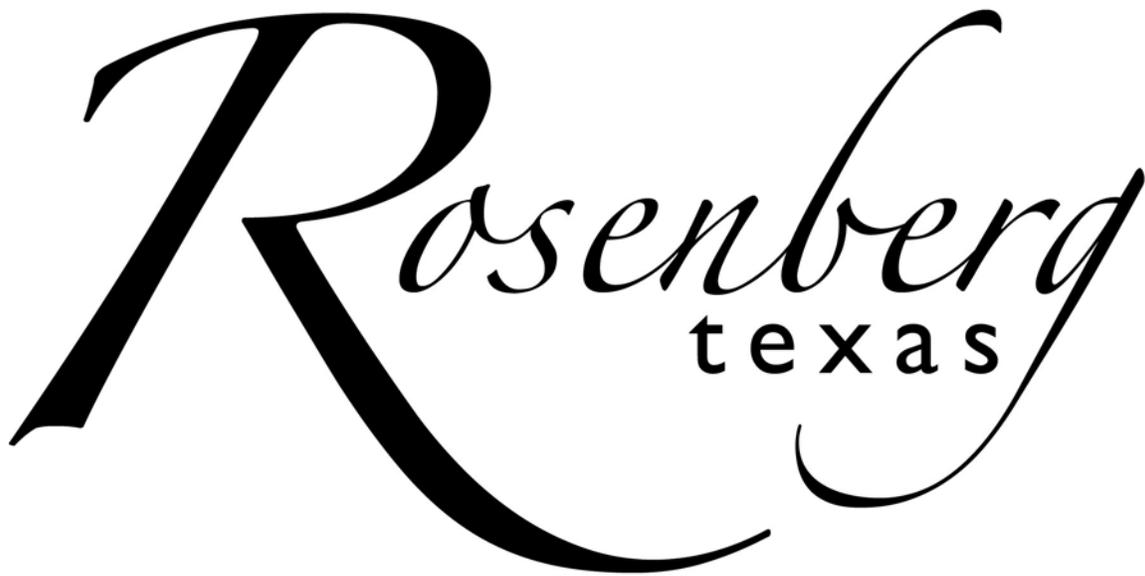
Reference #3

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____



City of Rosenberg /
Rosenberg Development Corporation

Transportation Gateways
Enhanced Grounds Maintenance
Bid Notice and Technical Specifications

Finish Cut Areas
Hwy 36 at US 90A
I-69 at Hwy 36
I-69 at FM 2218

Due: Friday, October 30, 2015, by 5:00 p.m.

Randall Malik
Economic Development Director
832-595-3330
randallm@ci.rosenberg.tx.us

1. SCOPE

The Rosenberg Development Corporation is soliciting bids for Enhanced Transportation Gateway Grounds Maintenance on behalf of the City of Rosenberg. The program will include eleven (11) designated visits for finish cut areas. The designated visits will occur once per month (November 2015 through September 2016).

2. TERM

This Contract shall begin upon the date of execution of a Contract by all parties (on or about November 1, 2015), and expire September 30, 2016. The Corporation reserves the right to extend the Contract for an additional one (1) year period, at no additional cost, if both parties agree in writing to do so.

3. EXECUTION OF WORK

Prior to beginning operations, the Rosenberg Development Corporation shall arrange a conference between the City's designated representative and the Contractor. In this meeting, the Contractor will outline Contractor's proposed mowing procedures and submit Contractor's plans for performing the work with safety to the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The Contractor shall complete each mowing cycle within seven (7) working days unless prevented by weather conditions. Any weather related time extensions requested by the Contractor and granted by the City representative should be in writing. The Contractor shall notify the City representative to request inspection of each finished mowing site and receive approval by the representative for acceptance of completed work once a month.

Grounds maintenance shall be performed Monday through Friday, 8:00 A.M., to 5:00 P.M., excluding City-observed holidays. Service to be performed outside of these designated days and hours must have prior approval of the designated City representative.

If the Contractor fails to complete the work within each seven (7) day mowing cycle time, or extension time granted in writing by the City representative, then the Contractor shall pay to the Rosenberg Development Corporation, as liquidated damages, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each working day that the Contractor is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the Corporation may withhold from the Contractor's compensation such sums as liquidated damages.

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed stands of vegetation or areas not uniformly cut will

be re-cut at no additional cost subject to final approval by the City's representative. Grass in areas designated for finished cut shall be mowed between one and three inches in height.

The required mowing areas are shown in Exhibit "A".

Ruts, holes and other disfigurement caused by the Contractor's mowing equipment shall be the responsibility of the Contractor to restore to original condition. If Contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the City representative before commencing work.

Completed finish cut mowing should of a quality and appearance comparable to commercial landscaping standards.

4. HARDSCAPE AREAS

All hardscape areas to include brick pavers, slabs, curb lines, gutters, medians and other areas within the service areas are to be 100% free of trash and litter, to include cigarette butts, at the end of each service visit.

Hardscape areas, including brick pavers, are to be 99% free of vegetation. Contractor is to utilize non-selective herbicides, pre- and post-emergent to maintain this appearance. No herbicides are to be used for edging purposes along hardscape or roadways. No herbicides are to be used at the base of any signs or permanent structures within the service areas. A non-selective herbicide may be used at the base of the highway guard rails. A 12" area from the guard rail supports may be treated, but no runoff will be tolerated. Contractor will not utilize herbicides at lawn drains if any are in the service area. All vegetation that grows up between the joints and cracks in the asphalt and concrete pavements, sidewalks, curbs, and gravel areas will be removed. One (1) month after the Contract is in place there shall be no new growth in these areas, and they shall be kept free of any new growth. Growth inhibitors may be utilized. Appropriate herbicides that are safe for use around waterways are to be used where runoff will occur into waterways.

Two (2) applications of ant bait are to be applied to the entire area of the hardscape during the insect's active foraging season. Contractor may use a hydramethylnon, fenoxcarb, or indoxacard active ingredient insecticide.

5. FIRST TIME CLEANING OF CURBS, GUTTERS AND PAVERS

Removal of all existing debris that is in/on curbs, pavers, and gutters shall be completed at the initial services to the areas scheduled for finish cutting.

6. DEBRIS THROWN ON THE ROADWAY

The Contractor shall immediately remove and properly dispose of any debris thrown on any roadway (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

7. LITTER

The Contractor shall provide litter and debris pick-up at each location prior to each mowing cycle. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. All litter and debris shall be disposed of by the Contractor. Debris and litter may be disposed of in the City dumpster at the Parks and Recreation Department facility (located at 3720 Airport Avenue), with the exception of grass clippings or tree limbs.

8. LANDSCAPING

The Corporation has installed landscaping beds at the intersections of U.S. Highway 59 and State Highway 36 and U.S. Highway 59 and F.M. 2218. The Contractor is not required to maintain these areas. The Contractor shall plan his maintenance program to ensure that any landscaping is not damaged by the Contractor's employees. Additionally, the Contractor shall ensure that the existing shrubbery located in the designated service areas is not damaged by the Contractor's representatives.

9. WORK SCHEDULE

Upon the awarding of the Contract, the Contractor shall provide the Corporation with a work schedule specifying each week in which the work will be conducted. Deviation from this schedule, with the exception of delays caused by weather, will require the prior approval of the Corporation.

10. INSPECTIONS AND ACCEPTANCE OF WORK

The Corporation reserves the right to inspect the work under Contract at any time for final acceptance by the Corporation.

11. CONTRACTOR SUPERVISION

The Contractor shall provide, at Contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. Contractor shall have at least one (1) employee who is bilingual in English and Spanish when performing each maintenance service visit at the project site.

12. COMPLIANCE WITH CODES

Contractor shall comply with all City, county, state and federal codes, statutes, laws, regulations and ordinances in force at the time of award of Contract and applicable to such work. Contractor will utilize appropriate traffic control devices and techniques in accordance with Texas Department of Transportation (TxDOT) guidelines and regulations.

13. STORAGE

The City of Rosenberg and the Rosenberg Development Corporation do not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor, upon completion of the work, shall clear each area of all items.

14. PROTECTION

The Contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public, and shall remove them upon completion of work.

The Contractor shall maintain a “spill-kit” with each mowing crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

15. RESPONSIBILITY FOR PROPERTY

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. The City and the Corporation shall not be responsible for loss or damage to Contractor’s property from any cause.

16. INDEMNIFICATION

Contractor agrees to and shall indemnify, hold harmless, and defend the City and the Corporation, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, litigation, court costs, and attorney’s fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, where such injuries, death or damages are caused by the City’s sole negligence or the joint negligence of the City and

any other person or entity. It is the expressed intention of the parties thereto, both the Contractor and the City, that the indemnity provided for in this paragraph is intended by Contractor to indemnify and protect the City and the Corporation from the consequences of the City's own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

17. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the Rosenberg Development Corporation and as a condition of such consent, Contractor shall still remain liable for completion of the services in the event of default by the successor Contractor or assignee.

18. BID ITEM QUANTITIES

The Rosenberg Development Corporation may consider it necessary to increase or decrease a bid item under the same terms and conditions of the existing Contract.

19. TERMINATION OR MODIFICATION OF CONTRACT IN THE EVENT OF CONSTRUCTION

In the event that TxDOT begins a construction or improvement project in the Contract service area, the City reserves the right to terminate the existing Contract with thirty (30) days' notice and compensate the Contractor for any unpaid work completed to that point. The City may also request that the work areas listed in the Contract be modified, at an agreed upon price, in order to accommodate road construction.

Exhibit "A" Project Description
Page 1 of 3

Item 1 – State Highway 36 at U.S. Highway 90A

Each visit shall consist of finish-cut mowing of the area shown below, and will include edging and trimming, weed control, and fire ant treatment of the hardscape area as necessary. Please note that there is paved island between James St. and the 90/529 split that will require weed eating and herbicide (yellow triangle in the second picture). The estimated mowable area is 3.5 acres.



Exhibit "A" Project Description
Page 2 of 3

Item 2 – Interstate 69 at State Highway 36

Each visit shall consist of finish-cut mowing of the area shown below, and will include edging and trimming, weed control, and fire ant treatment of the hardscape area as necessary. The estimated mowable area is 9.6 acres.

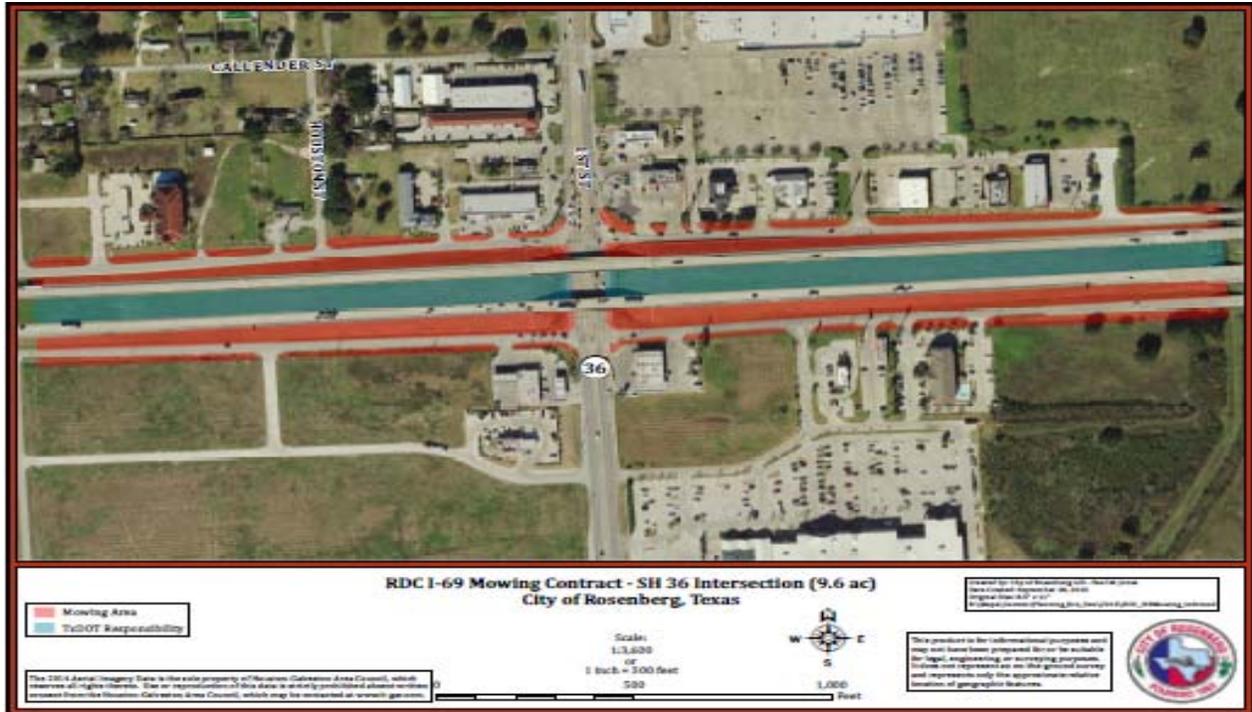


Exhibit "A" Project Description
Page 3 of 3

Item 3 – Interstate 69 at FM 2218

Each visit shall consist of finish-cut mowing of the area shown below, and will include edging and trimming, weed control, and fire ant treatment of the hardscape area as necessary. The estimated mowable area is 8.7 acres.

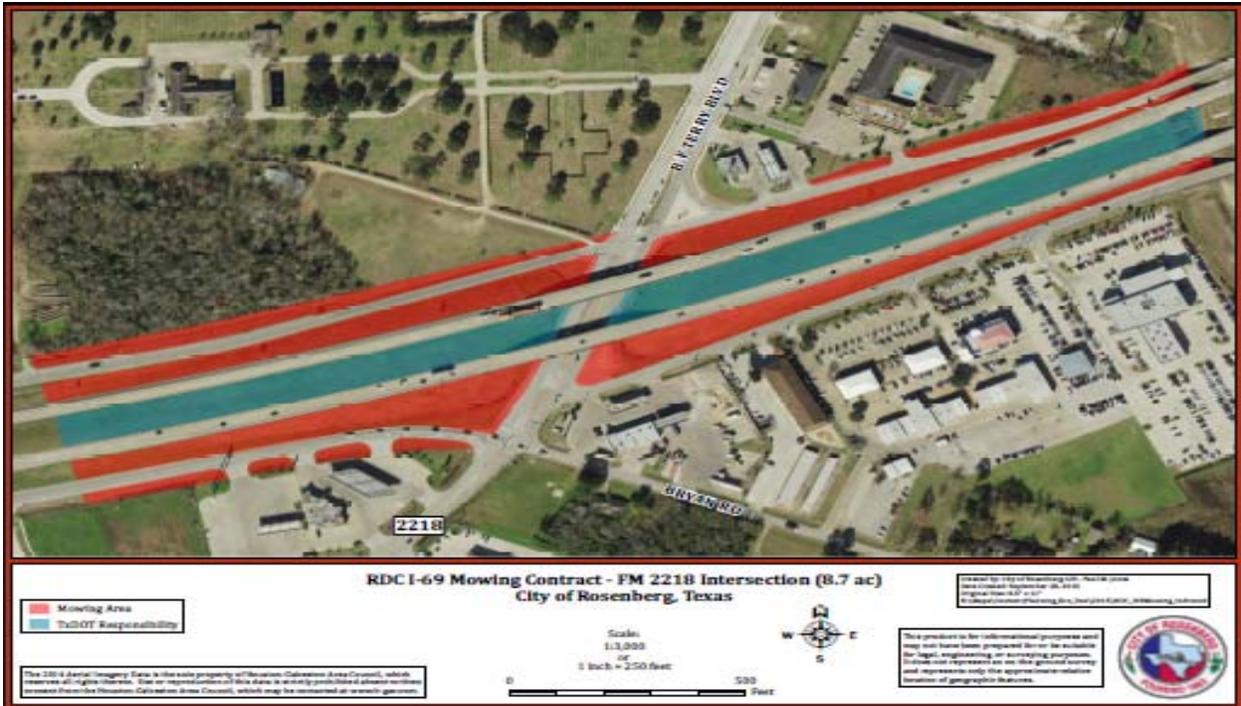




EXHIBIT B

GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms

Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience*. Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to

Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.
- E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor

and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.

- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions.

IV. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
 - 1. Insurance Certificate

- B. City's Additional Contract Documents:
 - 1. Technical Specifications and Bid Documents
 - 2. Policy for Bidding Projects

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:

CONTRACTOR:

Robert Gracia
City Manager

By: _____

Title: _____

Date: _____

Attest: City Secretary

Revised: 09-10-14 (DNRBHZ)

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

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

Procurement of Professional Services

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

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

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

Bid Submittal Form

Please complete each section with your pricing for each service location. This Service Contract is for an 11 month period from the award date.

	Per Visit Cost
Item 1 – State Highway 36 and U.S. Highway 90A	_____
Item 2 – I-69 at S.H. 36	_____
Item 3 –I-69 at F.M. 2218	_____
Total Per-Visit Cost (Sum of Items 1-3)	_____
Total Annual Cost (Total Per Visit Cost x 11)	_____

This bid is being submitted by:

Company Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Person submitting Bid: _____

Position and Title: _____

Reference Form

Reference #1

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

Reference #2

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

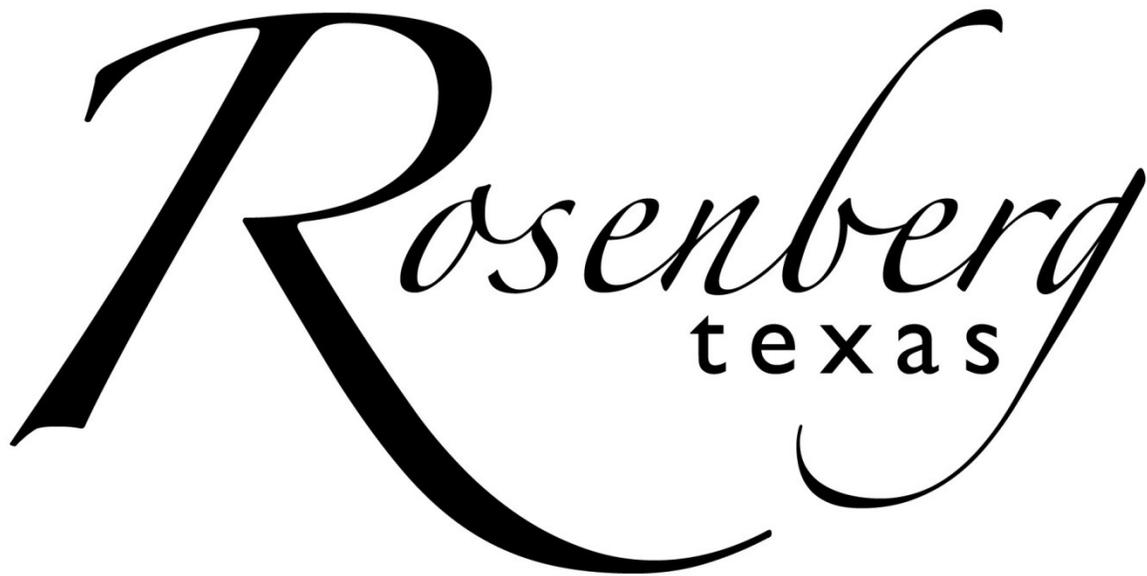
Reference #3

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____



City of Rosenberg /
Rosenberg Development Corporation

Transportation Gateways
Enhanced Grounds Maintenance
Bid Notice and Technical Specifications

Rough Cut Areas
FM 762 to Hwy 36
I-69 from Reading Road to FM 2218
I-69 from FM 2218 to Hwy 36

Due: Friday, October 30, 2015, by 5:00 p.m.

Randall Malik
Economic Development Director
832-595-3330
randallm@ci.rosenberg.tx.us

1. SCOPE

The Rosenberg Development Corporation is soliciting bids for Enhanced Transportation Gateway Grounds Maintenance on behalf of the City of Rosenberg. The program will include eleven (11) designated visits. The area to be mowed is the Texas Department of Transportation (TxDOT)+ right-of-way area along Interstate 69 from FM 762 to Hwy 36.

2. TERM

This Contract shall begin upon the date of execution by all parties (on or about November 12, 2015), and extend until September 30, 2016. The Corporation reserves the right to extend the contract for an additional one (1) year period, at no additional cost, if both parties agree in writing to do so.

3. EXECUTION OF WORK

Prior to beginning operations, the Rosenberg Development Corporation shall arrange a conference between the City's designated representative and the Contractor. In this meeting, the Contractor will outline Contractor's proposed mowing procedures and submit Contractor's plans for performing the work with regard to safety of the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The Contractor shall complete each mowing cycle within five (5) working days unless prevented by weather conditions. Any weather related time extensions requested by the Contractor and granted by the City representative should be in writing. The Contractor shall notify the City representative to request inspection of each finished mowing site and receive approval by the representative for acceptance of completed work once a month.

Grounds maintenance shall be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding City-observed holidays. Service to be performed outside of these designated days and hours must have prior approval of the designated City representative.

If the Contractor fails to complete the work within each five (5) day mowing cycle time, or extension time granted in writing by the City representative, then the Contractor shall pay to the Rosenberg Development Corporation, as liquidated damages, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each working day that the Contractor is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the Corporation may withhold from the Contractor's compensation such sums as liquidated damages.

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed stands of vegetation or areas not uniformly cut will be re-cut at no additional cost subject to final approval by the City's representative. Areas designated for rough cut will be mowed between five and eight inches in height.

The required mowing areas are shown in Exhibit "A", attached hereto.

Ruts, holes and other disfigurement caused by the Contractor's mowing equipment shall be the responsibility of the Contractor to restore to original condition. If Contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the City representative before commencing work.

4. FIRST TIME CLEANING OF MOWING AREAS

Removal of all existing debris located in the mowing areas shall be completed at the initial services to the areas scheduled for rough cutting.

5. DEBRIS THROWN ON THE ROADWAY

The Contractor shall immediately remove and properly dispose of any debris thrown on any roadway within the contracted area (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

6. LITTER

The Contractor shall provide litter and debris pick-up at each location prior to each mowing cycle. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. All litter and debris shall be disposed of by the Contractor. Debris and litter may be disposed of in the City dumpster at the Parks and Recreation Department facility (located at 3720 Airport Avenue), with the exception of grass clippings or tree limbs.

7. LANDSCAPING

Small shrubs are located on the northeast quadrant of the Reading Road overpass. The Contractor is not required to maintain these shrubs, but will ensure that they are not damaged as a result of mowing. The City and Corporation reserve the right to install landscaping in the mowing areas at a future date. The Contractor will not be responsible for the maintenance of these areas, should they be installed.

8. WORK SCHEDULE

Upon the awarding of the contract, the Contractor shall provide the Corporation with a work schedule specifying each week in which the work will be conducted. Deviation from this schedule, with the exception of delays caused by weather, will require the prior approval of the Corporation.

9. INSPECTIONS AND ACCEPTANCE OF WORK

The Corporation reserves the right to inspect the work under contract at anytime for final acceptance by the Corporation.

10. CONTRACTOR SUPERVISION

The Contractor shall provide, at Contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. Contractor shall have at least one (1) employee who is bilingual in English and Spanish when performing each maintenance service visit at the project site.

11. COMPLIANCE WITH CODES

Contractor shall comply with all City, county, state and federal codes, statutes, regulations, laws and ordinances in force at the time of award of Contract and applicable to such work. Contractor will utilize appropriate traffic control devices and techniques in accordance with TxDOT guidelines and regulations.

12. STORAGE

The City of Rosenberg and the Rosenberg Development Corporation do not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor, upon completion of the work, shall clear each area of all items.

13. PROTECTION

The Contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public, and shall remove them upon completion of work.

The Contractor shall maintain a "spill-kit" with each mowing crew, minimum 5-gallon capacity, in order to contain or mitigate any small fuel or oil spills that may occur while performing the work. The Contractor shall be responsible to promptly pick up and legally dispose of any contaminated absorbent materials. Contractor shall be solely responsible for any notification requirements in accordance with federal, state, and local laws.

14. RESPONSIBILITY FOR PROPERTY

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. The City and the Corporation shall not be responsible for loss or damage to Contractor's property from any cause.

15. INDEMNIFICATION

Contractor agrees to and shall indemnify, hold harmless, and defend the City and the Corporation, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work

done by Contractor under this Contract, where such injuries, death or damages are caused by the City's sole negligence or the joint negligence of the City and any other person or entity. It is the expressed intention of the parties thereto, both the Contractor and the City, that the indemnity provided for in this paragraph is intended by Contractor to indemnify and protect the City and the Corporation from the consequences of the City's own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

16. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the Rosenberg Development Corporation and as a condition of such consent, Contractor shall still remain liable for completion of the services in the event of default by the successor Contractor or assignee.

17. BID ITEM QUANTITIES

The Rosenberg Development Corporation may consider it necessary to increase or decrease a bid item under the same terms and conditions of the existing Contract.

18. TERMINATION OF CONTRACT IN THE EVENT OF FREEWAY CONSTRUCTION

In the event that TxDOT begins a construction or improvement project in the Contract service area, the Rosenberg Development Corporation reserves the right to terminate the existing Contract and compensate the Contractor for any unpaid work completed to that point. The Rosenberg Development Corporation may also request that the work areas listed in the Contract be modified in order to accommodate road construction.

(This Section Intentionally Left Blank)

Exhibit "A" Project Description
Page 1 of 3

Item 1 – Interstate 69 from FM 762 to Reading Road

Each visit shall consist of rough-cut mowing of the 31.7 acre (unpaved area) area designated below. Also, the Contractor should apply herbicide to the exposed areas between the concrete panels on both sides of the Reading Rd. overpass (see attached photograph).

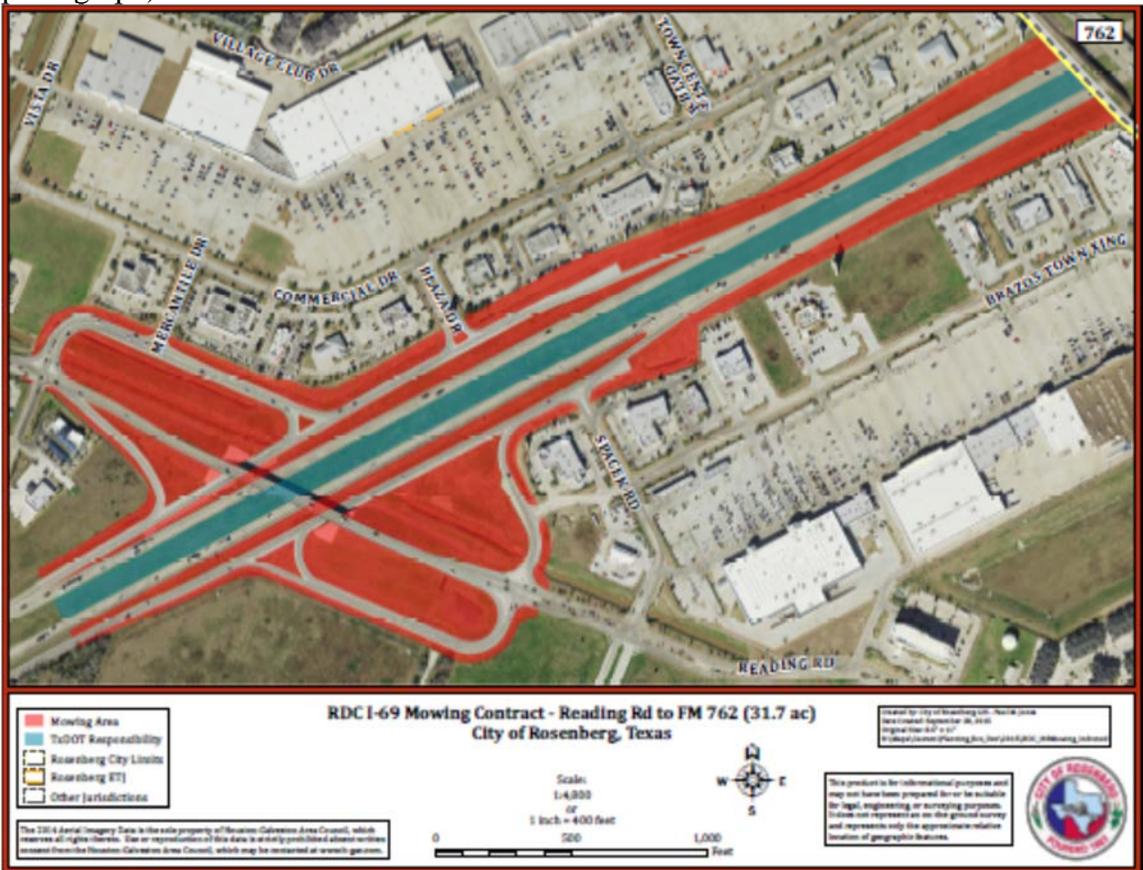


Exhibit "A" Project Description
Page 2 of 3

Item 2 – Interstate 69 from Reading Road to FM 2218 and herbicide application area.

Each visit shall consist of rough-cut mowing of the 12.4 acre (unpaved area) area designated below

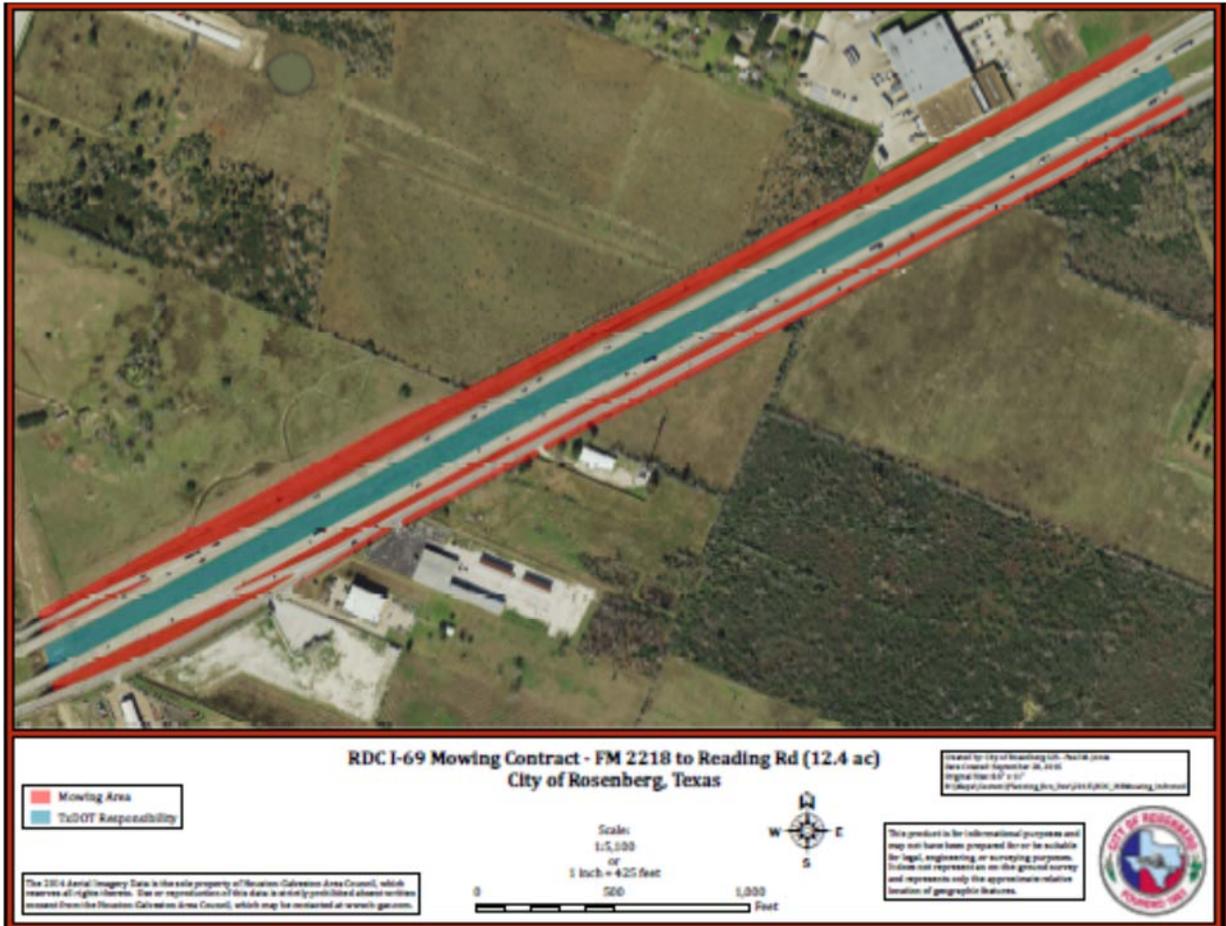


Exhibit "A" Project Description
Page 3 of 3

Item 3 – Interstate 69 from FM 2218 to State Highway 36

Each visit shall consist of rough-cut mowing of the 29.1 acre (unpaved area) area designated below

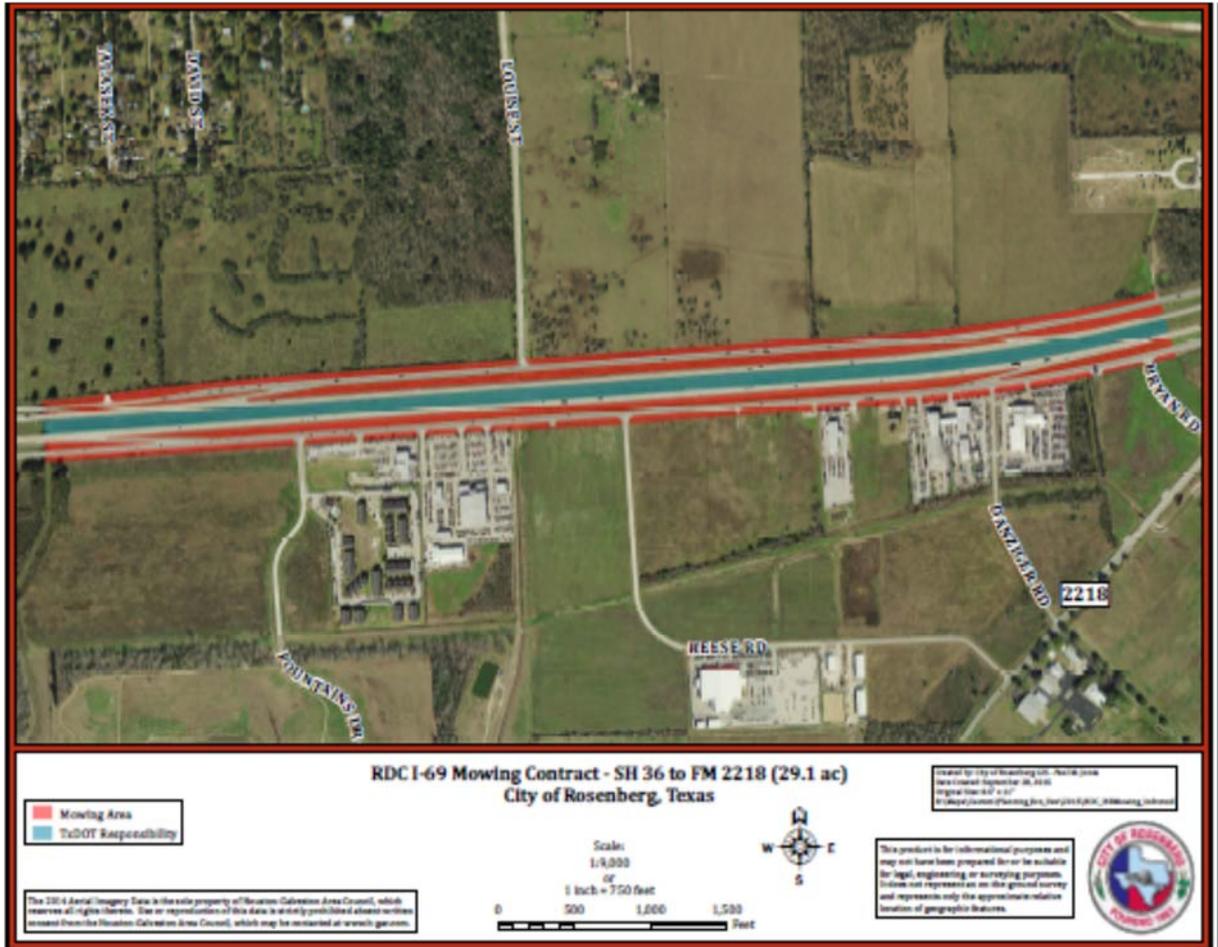




EXHIBIT B

GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

I. Summary of Contract Terms

Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience*. Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to

Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.

- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether resulting in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.
- E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory

evidence of freedom from all liens shall be delivered to the City.

- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal or Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).
- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions.

IV. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
 - 1. Insurance Certificate

- B. City's Additional Contract Documents:
 - 1. Technical Specifications and Bid Documents
 - 2. Policy for Bidding Projects

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:

CONTRACTOR:

Robert Gracia
City Manager

By: _____

Title: _____

Date:

Attest: City Secretary

Revised: 09-10-14 (DNRBHZ)

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

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

Procurement of Professional Services

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

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

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

Bid Submittal Form

Please complete each section with your pricing for each service location. This Service Contract is for an 11 month period from the award date.

	Per Visit Cost
Item 1 – Interstate 69 from F.M. 762 to Reading Road (including application of herbicide)	_____
Item 2 – Interstate 69 from Reading Road to F.M. 2218	_____
Item 3 – Interstate 69 from Reading Road to S.H. 36	_____
Total Monthly Cost (Sum of Items 1-3)	_____
Total Annual Cost (Monthly Cost x 11)	_____

This bid is being submitted by:

Company Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Person submitting Bid: _____

Position and Title: _____

Reference Form

Reference #1

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

Reference #2

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

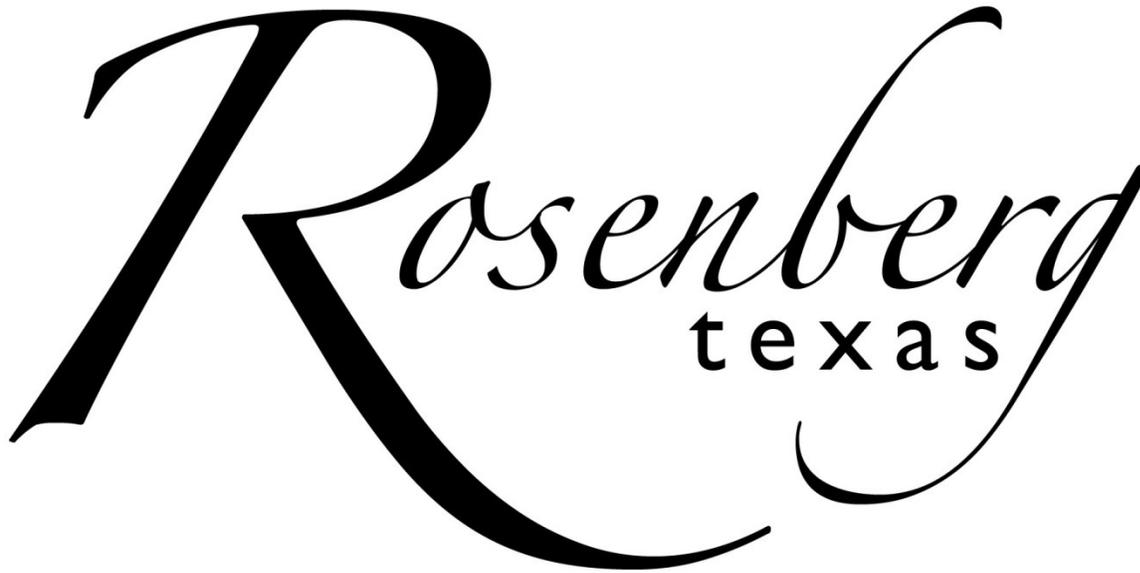
Reference #3

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____



City of Rosenberg /
Rosenberg Development Corporation

Transportation Gateways
Enhanced Grounds Maintenance
Bid Notice and Technical Specifications

Rough Cut Areas
Hwy 36 to Spur 10

Due: Friday, October 30, 2015, by 5:00 p.m.

Randall Malik
Economic Development Director
832-595-3330
randallm@ci.rosenberg.tx.us

1. SCOPE

The Rosenberg Development Corporation is soliciting bids for Enhanced Transportation Gateway Grounds Maintenance on behalf of the City of Rosenberg. The program will include nine (9) designated visits. The area to be mowed is the TxDOT right-of-way area along Interstate 69 from Spur 10 to Hwy 36.

2. TERM

This contract shall begin upon the date of execution of a contract by all parties (on or about November 12, 2015), and extend until September 30, 2016. The Corporation reserves the right to extend the Contract for an additional one (1) year period, at no additional cost, if both parties agree in writing to do so.

3. EXECUTION OF WORK

Prior to beginning operations, the Rosenberg Development Corporation shall arrange a conference between the City's designated representative and the Contractor. In this meeting, the Contractor will outline Contractor's proposed mowing procedures and submit Contractor's plans for performing the work with regard to safety of the general public. Plans, specifications, unusual conditions, methods for marking non-mow areas and other pertinent issues regarding work will be discussed.

The Contractor shall complete each mowing cycle within five (5) working days unless prevented by weather conditions. Any weather related time extensions requested by the Contractor and granted by the City representative should be in writing. The Contractor shall notify the City representative to request inspection of each finished mowing site and receive approval by the representative for acceptance of completed work once a month.

This Contract is for a total of nine (9) mowings, which will be conducted in November, December, January, February, March, April, June, August, and September. The mowings in May, July, and October will be performed by TxDOT. Mowings shall be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding City-observed holidays. Service to be performed outside of these designated days and hours must have prior approval of the designated City representative.

If the Contractor fails to complete the work within each five (5) day mowing cycle time, or extension time granted in writing by the City representative, then the Contractor shall pay to the Rosenberg Development Corporation, as liquidated damages, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each working day that the Contractor is in default for that mowing cycle. The sum shall be treated as liquidated damages and not as a penalty, and the Corporation may withhold from the Contractor's compensation such sums as liquidated damages.

Mowers shall be operated at speeds appropriate to produce quality cutting.

Mower operators will establish cutting paths that provide 100% traverse coverage of each area required to be mowed. Missed stands of vegetation or areas not uniformly cut will be re-cut at no

additional cost subject to final approval by the City's representative. Areas designated for rough cut will be mowed between five and eight inches in height.

The required mowing areas are shown in Exhibit "A", attached hereto.

Ruts, holes and other disfigurement caused by the Contractor's mowing equipment shall be the responsibility of the Contractor to restore to original condition. If Contractor is in doubt as to soil conditions (wet, muddy, etc.) before mowing, he is required to contact the City representative before commencing work.

4. FIRST TIME CLEANING OF MOWING AREAS

Removal of all existing debris located in the mowing areas shall be completed at the initial services to the areas scheduled for rough cutting.

5. DEBRIS THROWN ON THE ROADWAY

The Contractor shall immediately remove and properly dispose of any debris thrown on any roadway in the contract area (tires, shopping carts, signs, limbs, etc.). In addition to debris removal, mud that is tracked or dragged onto any roadway by mowers shall be removed immediately.

6. LITTER

The Contractor shall provide litter and debris pick-up at each location prior to each mowing cycle. Debris includes, but is not limited to, tires, shopping carts, stake signs and tree limbs. All litter and debris shall be disposed of by the Contractor. Debris and litter may be disposed of in the City dumpster at the Parks and Recreation Department facility (located at 3720 Airport Avenue), with the exception of grass clippings or tree limbs.

7. LANDSCAPING

The City and Corporation reserve the right to install landscaping in the mowing areas at a future date. The Contractor will not be responsible for the maintenance of these areas, should they be installed. The Contractor will ensure that any landscaping is not damaged as a result of mowing.

8. WORK SCHEDULE

Upon the awarding of the contract, the Contractor shall provide the Corporation with a work schedule specifying each week in which the work will be conducted. Deviation from this schedule, with the exception of delays caused by weather, will require the prior approval of the Corporation.

9. INSPECTIONS AND ACCEPTANCE OF WORK

The Corporation reserves the right to inspect the work under contract at any time for final acceptance by the Corporation.

10. CONTRACTOR SUPERVISION

The Contractor shall provide, at Contractor's own expense, competent, full-time supervision of the work at all times while work is in progress. Contractor shall have at least one (1) employee who is bilingual in English and Spanish when performing each maintenance service visit at the project site.

11. COMPLIANCE WITH CODES

Contractor shall comply with all City, county, state and federal codes, statutes, regulations, laws and ordinances in force at the time of award of Contract and applicable to such work. Contractor will utilize appropriate traffic control devices and techniques in accordance with Texas Department of Transportation guidelines and regulations.

12. STORAGE

The City of Rosenberg and the Rosenberg Development Corporation do not assume responsibility for any materials, tools and equipment stored on or about the premises. The Contractor, upon completion of the work, shall clear each area of all items.

13. PROTECTION

The Contractor shall provide adequate protection to persons, adjacent property and utilities, and shall avoid interference with such persons, property and facilities. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public, and shall remove them upon completion of work.

14. RESPONSIBILITY FOR PROPERTY

Contractor shall assume full responsibility for any loss of or damage to private and public property by employees or agents of the Contractor and will reimburse the private or public entity in the event of any loss of or damage to said property. The City and the Corporation shall not be responsible for loss or damage to Contractor's property from any cause.

15. INDEMNIFICATION

Contractor agrees to and shall indemnify, hold harmless, and defend the City and the Corporation, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, where such injuries, death or damages are caused by the City's sole negligence or the joint negligence of the City and any other person or entity. It is the expressed intention of the parties thereto, both the Contractor and the City, that the indemnity provided for in this paragraph is intended by Contractor to indemnify and protect the City and the Corporation from the

consequences of the City's own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

16. ASSIGNMENT

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of the Rosenberg Development Corporation and as a condition of such consent, Contractor shall still remain liable for completion of the services in the event of default by the successor Contractor or assignee.

17. BID ITEM QUANTITIES

The Rosenberg Development Corporation may consider it necessary to increase or decrease a bid item under the same terms and conditions of the existing Contract.

18. TERMINATION OF CONTRACT IN THE EVENT OF FREEWAY CONSTRUCTION

In the event that TxDOT begins a construction or improvement project in the Contract service area, the Rosenberg Development Corporation reserves the right to terminate the existing Contract with thirty (30) days' notice and compensate the Contractor for any unpaid work completed to that point. The Rosenberg Development Corporation may also request that the work areas listed in the contract be modified, at an agreed upon price, in order to accommodate road construction.

(This Section Intentionally Left Blank)

Exhibit “A” Project Description

Item 1 – Interstate 69 from Spur 10 to Hwy 36

Each visit shall consist of rough-cut mowing of the 147 acre (unpaved area) area designated below.

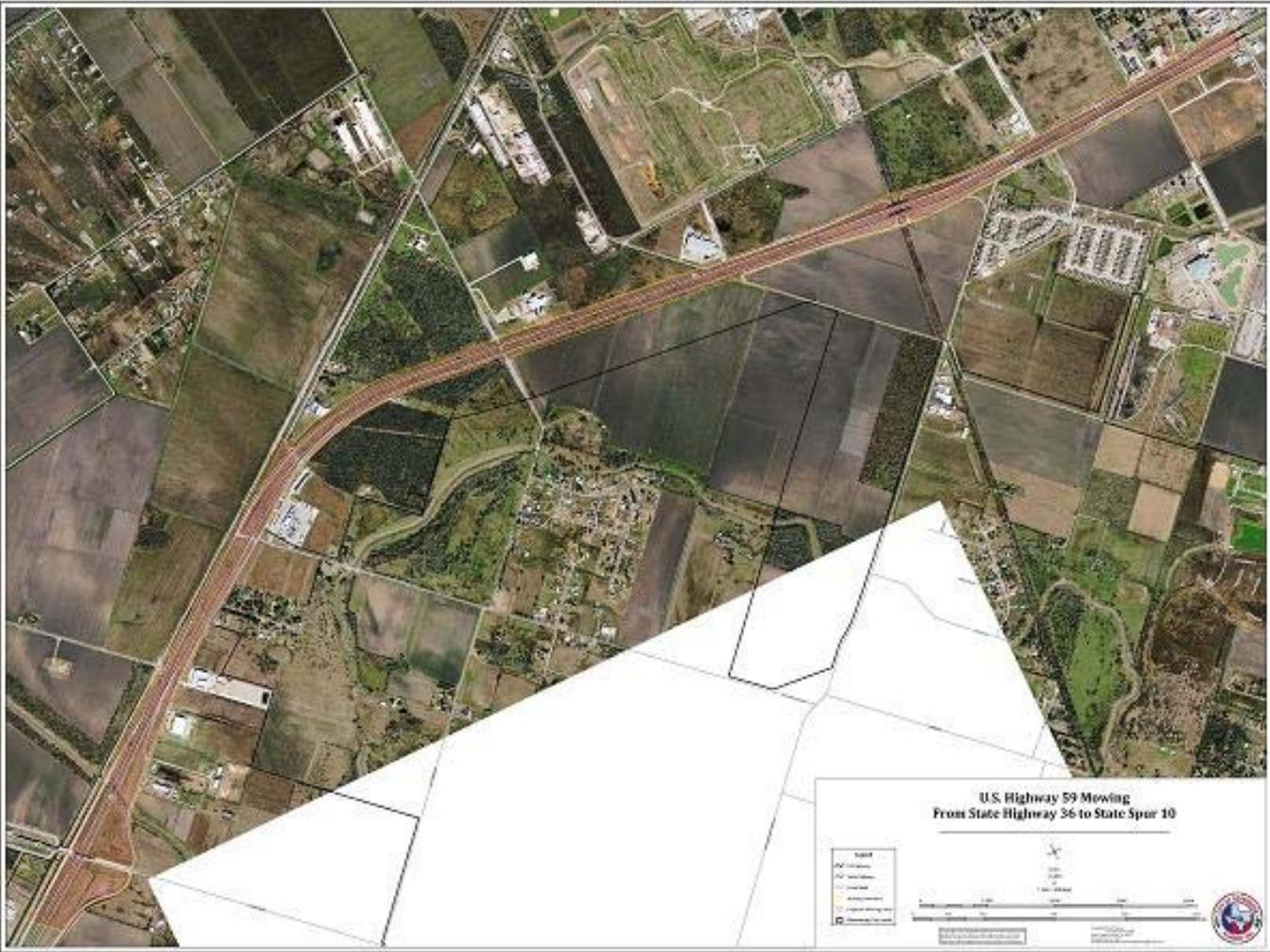




EXHIBIT B

GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
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I. Summary of Contract Terms

Contractor:

Description of Services:

Maximum Contract Amount:

Length of Contract:

Effective Date:

Expiration Date:

II. Standard Contractual Provisions

A. Definitions

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Texas Government Code. The City reserves the right to modify any amount due to the Contractor presented by invoice to the City if necessary to conform the amount to the terms of the Contract and Chapter 2251 of the Texas Government Code.

C. Termination Provisions

- (1) *City Termination for Convenience*. Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default shall give the other party written notice of the default citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. However, this provision is not intended to and does not act as a waiver of the City's sovereign immunity.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract. (Section 5, Article XI, Texas Constitution) It is expressly understood and agreed that the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the Contract. The City may execute such termination by giving the Contractor a written notice of termination at the end of the City's then-current fiscal year.
- D. Liability and Indemnity. Contractor shall indemnify, hold harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether rounding in constitutional law, tort, contract, or property law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees. It is understood and agreed that the Contractor and any employee or subcontractor of the Contractor shall not be considered an employee of the City. The Contractor shall not be within the protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. The City specifically reserves the right to reject any and all of Contractor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not to be in the best interest of the City, be found to be harassing to any City employee or third person, or is found to interfere with the effective and efficient operation of the City or the City's workplace.
- E. Liens. Contractor agrees to and shall indemnify and hold harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under or as a result of this Contract. At the City's request, the Contractor and all subcontractors shall provide a proper release of any and all liens, or satisfactory evidence of freedom from all liens shall be delivered to the City.
- F. Confidentiality. Any provision of this Contract that attempts to prevent the City's disclosure of information that is subject to disclosure under federal of Texas law or regulation, court or administrative decision or ruling, regardless of the source is invalid. (Chapter 552, Texas Government Code).

- G. Tax Exemption. The City is not liable to Contractor for any federal, state or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item purchased for consumption by the City. Fuel purchased for resale shall include Federal Excise Tax under IRC Section 4081 and Texas Motor Fuel Tax if required under the Texas Tax Code Chapter 162. Texas limited sales tax exemption certificates will be furnished upon request. Contractor shall not charge for said taxes on purchases for consumption by the City. If billed, the City will remit payment less sales tax.
- H. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- I. Law, Venue and Limitations. This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Any provision in this Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice & Remedies Code).
- J. Sovereign Immunity. Any provision of this Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- K. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- L. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- M. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

III. Special Terms or Conditions.

- IV. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

- A. Contractor's Additional Contract Document:
 - 1. Insurance Certificate

- B. City's Additional Contract Documents:
 - 1. Technical Specifications and Bid Documents
 - 2. Policy for Bidding Projects

V. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF ROSENBERG:

CONTRACTOR:

Robert Gracia
City Manager

By: _____

Title: _____

Date: _____

Attest: City Secretary

Revised: 09-10-14 (DNRBHZ)

POLICY FOR BIDDING PROJECTS

Price Quotations and Purchase Awards

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

Procurement of Professional Services

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

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

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

Bid Submittal Form

Please provide your cost for providing mowing service on I69 from Spur 10 to Hwy 36 on a per-visit and annual basis. This Service Contract is for a 11 month period from the award date. This contract is for a total of nine (9) mowings, which will be conducted in November, December, January, February, March, April, June, August, and September. The mowings in May, July, and October will be performed by TxDOT.

Interstate 69 from Spur 10 to Hwy 36 (Per Visit Cost) _____

Total Annual Cost (Monthly Cost x 9) _____

This bid is being submitted by:

Company Name: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Person submitting Bid: _____

Position and Title: _____

Reference Form

Reference #1

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

Reference #2

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____

Reference #3

Business
Name: _____

Business
Representative: _____

Business Phone
Number: _____

Business
Email: _____



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
5	Rosenberg Development Corporation/Rosenberg Economic Development Department Office Space Discussion
ITEM/MOTION	
Review and discuss Rosenberg Development Corporation/Rosenberg Economic Development office space, and take action as necessary.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1. None

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

Randall Malik
RDC Executive Director

EXECUTIVE SUMMARY

This agenda item was requested by RDC President Bill Knesek to discuss office space for the RDC and City Economic Development staff.



COMMUNICATION FORM

October 08, 2015

ITEM #	ITEM TITLE
6	Executive Director's Report
ITEM/MOTION	
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">a. Economic Indicators;b. Business Retention Visits;c. New and Expanded Businesses;d. Existing Businesses;e. RDC Marketing Budget;f. RDC Sidewalk Project; and,g. Median Household Income.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

Randall Malik
RDC Executive Director

1. Executive Director's Report – September 2015.

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 Economic Development Director's Update September 2015

New Home Update

City Housing Starts in 2015:	337
City Housing Starts in September:	34
ETJ Housing Starts in 2015:	341
ETJ Housing Starts in September:	4

Economic Indicators:

Unemployment for August 2015:	4.4%
Non-Adjusted Employment for July 2015:	15,725
Labor Force	16,445
September Sales Tax Receipts (July 2015 sales):	\$1,398,671.84
Percentage Change From Previous Year:	- 4.00%
Annual Sales Tax Receipts for 2015 (July 2015 sales):	\$122,588,958.15
Percentage Change From Previous Year:	+ 1.83%

Department Activity

Amount of New Leads:	5
Amount of Qualified Prospects:	5
Business Retention Visits:	18

- Held RDC Business Appreciation Luncheon.
- Presented at Fort Bend Infrastructure Conference.
- Updated and made additional copies of the Rosenberg Demographic Profile
- Held Fort Bend Chamber- Economic Development Group Luncheon.
- Met with Sam Yager to discuss MUD #144 (Summer Park) – Commercial Projects.
- Attended webinar through the Texas Economic Development Council (TEDC) over Online Lead Generation.
- Met with Staff – Force Regional Manager to discuss workforce needs in Rosenberg.



- Worked on plan of work for 2016 RDC Marketing and City Advertising line items

Projects Update:

Livable Centers Study- Morris architects presented recommendations from the Livable Centers Study to City Council at the September 22nd Council Workshop.

RDC Sidewalks – With the start of FY 16, Economic Development Staff is moving forward with the RDC Sidewalk project. The new sidewalks will be placed in the following locations:

- 8th Street: From Avenue N to Avenue M
- Damon Street: From Avenue K to Avenue N
- Avenue N: From Louise Street to just past Radio Lane.

Business Appreciation Luncheon – The RDC Business Appreciation Luncheon was held on September 15 at the Civic Center.

RDC Marketing FY 16 Efforts – Economic Development staff is preparing to make updates to the RDC Website. The most notable update is replacing the current video on the RDC Website.

Median Household Income Report- Below, are the trends associated with Median Household Income and Median Home Value:

Median Household Income		Median Home Value	
2000	\$35,510	2000	\$ 63,500
2010	\$44,347	2010	\$110,300
2015	\$49,118	2015	\$123,235

Source: US Census and CoStar



September 2015 Area Sales Tax Comparisons (July 2015 receipts)

City	Net Payment This Period	Comparable Payment Prior Year	Change	2015 Payments To Date	2015 Payments To Date	Change
Rosenberg	1,398,671.84	1,456,956.24	-4.00%	12,588,958.15	12,361,707.30	1.83%
Richmond	426,808.46	434,986.09	-1.87%	4,013,195.52	3,656,079.82	9.76%
Fulshear	109,081.67	85,367.00	27.77%	941,136.25	715,618.27	31.51%
Houston	52,392,257.00	52,827,425.35	-0.82%	499,872,957.33	480,445,119.88	4.04%
Humble	1,071,877.03	1,027,377.46	4.33%	10,546,881.10	9,877,618.20	6.77%
Katy	871,296.13	833,028.46	4.59%	8,378,722.59	8,111,406.07	3.29%
League City	1,448,809.15	1,344,029.49	7.79%	13,058,441.89	12,047,357.84	8.39%
Missouri City	683,676.39	636,499.15	7.41%	6,405,344.56	5,935,711.50	7.91%
Pearland	2,282,852.16	2,018,140.65	13.11%	21,418,573.42	19,104,388.36	12.11%
Sugar Land	4,009,335.99	3,930,842.77	1.99%	38,901,007.35	36,674,166.60	6.07%
Stafford	1,575,738.07	1,028,482.43	53.21%	13,058,965.95	11,937,179.23	9.39%

RDC August Allocation: \$349,667.96

ITEM 7

Hold Executive Session 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 8

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



COMMUNICATION FORM

October 08, 2015

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

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 10

Announcements.

ITEM 11

Adjournment.