

NOTICE OF JOINT CITY COUNCIL AND ROSENBERG DEVELOPMENT CORPORATION MEETING

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

DATE: Thursday, September 11, 2014

TIME: 4:00 p.m.

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

PURPOSE: Joint City Council and Rosenberg Development Corporation Meeting, agenda as follows:

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

Call to order. Rosenberg Civic Center

GENERAL COMMENTS FROM THE AUDIENCE.

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

COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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

CONSENT AGENDA

1. Review of Consent Agenda.
All Consent Agenda items listed are considered to be routine by the Rosenberg Development Corporation and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Rosenberg Development Corporation Board member as requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.
 - A. Consideration of and action on the Joint City Council and Rosenberg Development Corporation Meeting Minutes for August 14, 2014. (Kaye Supak, Executive Assistant)
 - B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending August 31, 2014. (Joyce Vasut, Executive Director of Administrative Services)
 - C. Consideration of and action on a report from the Communications Department regarding the previous month's communications activities. (Angela Fritz, Executive Director of Information Services)

AGENDA

2. Hold joint Executive Session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from the City Attorney concerning contemplated litigation, namely dispute with Imperial Performing Arts, Inc.; and, pursuant to Section 551.087 of the Texas Government Code for deliberations regarding Economic Development negotiations.
3. Adjourn joint Executive Session, reconvene into Regular Session, and the Rosenberg Development Corporation Board may take action as necessary as a result of Executive Session.
4. Receive a report on the City of Rosenberg Water Plan, and the Rosenberg Development Corporation may take action as necessary. (Bill Knesek, Rosenberg Development Corporation President)
5. Review and discuss procedures for joint City Council and Rosenberg Development Corporation Meetings and participation/attendance in Executive Sessions, and the Rosenberg Development Corporation may take action as necessary. (Jimmie Pena, Rosenberg Development Corporation Director)
6. Review and discuss City of Rosenberg Sidewalk Plan, and the Rosenberg Development Corporation may take action as necessary. (Bill Knesek, Rosenberg Development Corporation President)
7. Review and discuss Wayfinding Signs, and the Rosenberg Development Corporation may take action as necessary. (Randall Malik, Rosenberg Development Corporation Executive Director)
8. Review and discuss amending the Walsh Road Industrial Park Development Agreement, and the Rosenberg Development Corporation may take action as necessary. (Randall Malik, Rosenberg Development Corporation Executive Director)
9. Review and discuss appointing one member of the Rosenberg Development Corporation Board of Directors to serve on the City of Rosenberg Comprehensive Plan Advisory Committee, and the Rosenberg Development Corporation may take action as necessary. (Travis Tanner, Executive Director of Community Development)
10. Consideration of and action on a report from the Economic Development Director regarding the previous month's economic development activities and contacts. (Randall Malik, Rosenberg Development Corporation Executive Director)
11. Consideration of and action on requests for future agenda items. (Randall Malik, Rosenberg Development Corporation Executive Director)
12. Announcements.
13. Adjournment.

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the _____ day of _____, 2014, at _____ m. by

_____.

Attest:
Linda Cernosek, TRMC, City Secretary

Approved for posting:
Robert Gracia, City Manager

Approved for posting:
Randall D. Malik, Executive Director

Approved:
Vincent M. Morales, Jr., Mayor

Reasonable accommodation for the disabled attending this meeting will be available; persons with disabilities in need of special assistance at the meeting should contact the City Secretary at (832) 595-3340.

Executive Sessions: The City Council and Rosenberg Development Corporation may retire to executive session in accordance with the Texas Government Code, any time between the meeting's opening and adjournment for the purposes of:

- **consultation with legal counsel (Section 551.071);**
- **deliberation regarding real property (Section 551.072);**
- **deliberation regarding economic development negotiations (Section 551.087)**
- **deliberation regarding the deployment or specific occasions for implementation of security personnel or devices (Section 551.076)**

Attendance by other elected or appointed officials: It is anticipated that members of other city boards, commissions or committees whose meetings may be governed by the Texas Open Meetings Act may attend this meeting in numbers that may constitute a quorum of the other city boards, commissions or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible quorum/meeting of the other boards, commissions or committees of the City, whose members may be in attendance. The members may speak as recognized by the presiding officer, but no action may be taken by any board, commission or committee unless such item is specifically provided for on an agenda designated for that board, commission or committee and posted in compliance with the Texas Open Meetings Act.

This Agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering the available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

General Comments from the Audience:

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Comments from the Audience for Consent and Regular Agenda Items:

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ITEM 1

Review of Consent Agenda.

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ITEM A

Minutes:

- 1. Joint City Council and Rosenberg Development Corporation Meeting Minutes – August 14, 2014**

JOINT CITY COUNCIL AND ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES

DRAFT

On this the 14th day of August 2014, the City Council and the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in a Joint Session, at the Rosenberg Civic Center, located at 3825 SH 36S, Rosenberg, Texas.

PRESENT

William Benton	Councilor at Large, Position 1*
Teresa Bailey	Secretary, Rosenberg Development Corporation
Amanda J. Bolf	Director, Rosenberg Development Corporation
Ted Garcia	Treasurer, Rosenberg Development Corporation
Dwayne Grigar	Councilor, District 3
Bill Knesek	President, Rosenberg Development Corporation
Jimmie J. Pena	Director, Rosenberg Development Corporation
Cynthia McConathy	Director, Rosenberg Development Corporation
Vincent M. Morales, Jr.	Mayor
Allen Scopel	Vice President, Rosenberg Development Corporation**

STAFF PRESENT

Robert Gracia	City Manager
Randall D. Malik	Economic Development Director
Maritza Salazar	Budget Analyst
Cynthia Sullivan	Secretary II
Kaye Supak	Executive Assistant
Travis Tanner	Executive Director of Community Development
Scott Tschirhart	City Attorney
Joyce Vasut	Executive Director of Administrative Services

GUESTS

Jack Belt	Executive Vice President, Greater Fort Bend Economic Development Council
Ron Ewer	Owner, Legacy Ford
Shanta Kuhl	President, Central Fort Bend Chamber Alliance
Kate Singleton	Executive Director, West Fort Bend Management District
Lane Ward	Director, West Fort Bend Management District
Jesus Acevedo	Reporter, Fort Bend Herald, Rosenberg

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

CALL TO ORDER.

RDC President Knesek called the meeting to order at 4:00 p.m.

GENERAL COMMENTS FROM THE AUDIENCE.

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COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

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CONSENT AGENDA

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- A. **CONSIDERATION OF AND ACTION ON THE REGULAR ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES FOR JULY 17, 2014.**
- B. **CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING JULY 31, 2014.**
Executive Summary: The July 2014 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.
- C. **CONSIDERATION OF AND ACTION ON A REPORT FROM THE COMMUNICATIONS DEPARTMENT REGARDING THE PREVIOUS MONTH'S ACTIVITIES**
Executive Summary: This item has been included to provide an overview of Communication activities in the previous month, as they relate to economic development.

Action: RDC Director McConathy moved and RDC Director Bailey seconded a motion to approve the Consent Agenda items A, B, and C. The motion carried by a unanimous vote of those present.

- 2. **REVIEW AND DISCUSS JOINT CITY COUNCIL AND ROSENBERG DEVELOPMENT CORPORATION MEETING PUBLIC POSTING OF NOTICES AND PROCEEDINGS PURSUANT TO THE TEXAS OPEN MEETINGS ACT.**
Executive Summary: This item has been added to the Agenda to offer the City Attorney an opportunity to discuss public posting of notices and proceedings pursuant to the Texas Open Meetings Act.

Key discussion points:

City Attorney Tschirhart opened the discussed by providing an overview of the required posting procedures. He indicated that though the agenda is jointly posted, that the action items relate only to the Rosenberg Development Corporation. He added that though the meetings are posted as a joint meeting of City Council and the Rosenberg Development Corporation, the potential that there could be a quorum of City Council in attendance makes the meeting subject to the Open Meetings Act, thus requiring the posting of a City Council Meeting. He continued that the structure of the joint posting for this meeting would allow City Council to participate in the meeting, but not vote on action items.

Councilor Benton asked that City Council be provided with clarification in the future so that Councilors know that they may choose not to attend the jointly posted meeting.

- 3. **HOLD PUBLIC HEARING REGARDING THE DESIGNATION OF PROJECTS FOR THE ROSENBERG DEVELOPMENT CORPORATION.**
 - 1) **AS A TYPE OF GENERAL PROJECT OF THE CORPORATION FOR FISCAL YEAR 2014-2015, DIRECT INCENTIVES TO, OR ON BEHALF OF, NEW OR EXPANDED BUSINESS ENTERPRISES FOR INFRASTRUCTURE (LIMITED TO STREETS AND ROADS, RAIL SPURS, WATER AND SEWER, ELECTRIC, AND GAS UTILITIES, DRAINAGE, SITE IMPROVEMENTS AND OTHER RELATED IMPROVEMENTS, AND TELECOMMUNICATIONS AND INTERNET IMPROVEMENTS) FOUND BY THE BOARD OF DIRECTORS TO BE REQUIRED OR SUITABLE AND NECESSARY TO PROMOTE OR DEVELOP SUCH NEW OR EXPANDED BUSINESS ENTERPRISES, INCLUDING THE DEVELOPMENT OF A BUSINESS OR INDUSTRIAL PARK. THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN FISCAL YEAR 2014-2015 IS \$500,000.**
 - 2) **AS A PROJECT OF THE CORPORATION, TO PROVIDE TARGETED INFRASTRUCTURE TO THE WALSH ROAD INDUSTRIAL PARK. THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN FISCAL YEAR 2014-2015 IS \$300,000.**
 - 3) **AS A PROJECT OF THE CORPORATION, FOR THE DEVELOPMENT, IMPROVEMENT, EXPANSION OR MAINTENANCE OF FACILITIES RELATING TO THE OPERATION OF COMMUTER RAIL, LIGHT RAIL, OR MOTOR BUSES. THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN FISCAL YEAR 2014-2015 IS \$80,000.**
 - 4) **AS A PROJECT OF THE CORPORATION, IMPROVEMENTS TO ENHANCE THE CITY OF ROSENBERG'S "GATEWAYS" BY LANDSCAPING AND RELATED MAINTENANCE OF ENTRANCES AND COMMERCIAL ROADWAYS WITHIN THE CITY (OPEN SPACE IMPROVEMENTS), FOUND BY THE BOARD OF DIRECTORS TO BE REQUIRED OR SUITABLE FOR OPEN SPACE IMPROVEMENTS. THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN FISCAL YEAR 2014-2015 IS \$80,000.**
 - 5) **AS A PROJECT OF THE CORPORATION, LAND, BUILDINGS, EQUIPMENT, FACILITIES, AND IMPROVEMENTS TO ENHANCE THE CITY OF ROSENBERG'S PUBLIC PARK FACILITIES, FOUND BY THE CORPORATION TO BE REQUIRED OR SUITABLE FOR AMATEUR SPORTS, ATHLETIC, ENTERTAINMENT, TOURIST, CONVENTION, AND PUBLIC PARK PURPOSES AND EVENTS, INCLUDING BALL PARKS, PARKS AND PARK FACILITIES, OPEN SPACE IMPROVEMENTS, AND RELATED PARKING FACILITIES, ROADS, WATER AND SEWER FACILITIES, AND OTHER RELATED IMPROVEMENTS THAT ENHANCE ANY OF THOSE ITEM.**

THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN FISCAL YEAR 2014-2015 IS \$200,000.

- 6) AS A PROJECT OF THE CORPORATION, LAND, BUILDINGS, EQUIPMENT, FACILITIES, AND EXPENDITURES, TARGETED INFRASTRUCTURE, AND IMPROVEMENTS THAT ARE FOR THE CREATION OR RETENTION OF PRIMARY JOBS THAT ARE FOUND BY THE BOARD OF DIRECTORS TO BE SUITABLE FOR THE DEVELOPMENT OF PRIMARY JOB TRAINING FACILITIES FOR USE BY INSTITUTIONS OF HIGHER EDUCATION. THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN FISCAL YEAR 2014-2015 IS \$250,000.
- 7) AS A PROJECT OF THE CORPORATION, FOR INFRASTRUCTURE IMPROVEMENTS NECESSARY TOWARDS THE CREATION A CITY-WIDE GIS SYSTEM. THE ESTIMATED AMOUNT OF EXPENDITURES FOR SUCH TYPE OF GENERAL PROJECT IN THE FISCAL YEAR 2014-2015 IS \$50,000.
- 8) AS A PROJECT OF THE CORPORATION, TO DESIGN AND CONSTRUCT A TRAFFIC SIGNAL AT READING ROAD AND TOWN CENTER BOULEVARD. THE ESTIMATED AMOUNT OF EXPENDITURES IS \$115,375.

Executive Summary: State law requires that Type B economic developments corporations must formally designate their projects by published notice and then must wait sixty (60) days after the published notice to expend funds on the designated projects. A Public Hearing regarding the projects must also be held during the 60-day waiting period.

Pursuant to said requirements, the requisite public notice was published in Fort Bend Herald on Thursday, July 31, 2014, beginning the 60-day waiting period required by state law.

This item has been included on the Agenda to accommodate the required Public Hearing as advertised in the published notice.

The Public Hearing was opened by RDC President Knesek at 4:15 p.m.

Mike Parsons – 2635 Sequoia Street, Rosenberg, Texas, expressed that he could not determine gains, costs, and the long-term positives and negatives of the various projects; stated that he felt that the hearing was not well publicized; and added that he is trying to decipher how much funding would be necessary to accommodate all of the projects.

As there were no additional speakers, the Public Hearing was closed by RDC President Knesek at 4:17 p.m.

No action was necessary or taken.

4. **REVIEW AND DISCUSS ROSENBERG DEVELOPMENT CORPORATION BUSINESS RESOURCE EXPO, AND THE ROSENBERG DEVELOPMENT CORPORATION BOARD MAY TAKE ACTION AS NECESSARY.**

Executive Summary: This item has been included on the Agenda to provide an opportunity to discuss the recent Business Resource Expo, and offer suggestions for next year's event.

Key discussion points:

Mr. Malik introduced Shanta Kuhl, President of the Central Fort Bend Chamber Alliance. Ms. Kuhl opened the discussion by distributing a brochure that was used on the day of the Business Resource Expo. The event was held on Tuesday, July 29, 2014, from 11:00 a.m. to 2:00 p.m., at the Rosenberg Civic Center. Ms. Kuhl presented a "Recap Report" in the form of a PowerPoint that included the brochure, photos, and an Evaluation Summary that included the following information:

- Sixty-four surveys completed.
- Rating criteria.
- Overall experience.
- Restaurants and caterers.
- Variety of exhibitors.
- What element(s) did you find most valuable at the Expo?
- Exhibitor feedback.
- Exhibitor comments.
- Improvements and ideas.
- Other suggestions from attendees.
- How did you find out about the event?
- Attendance.
- Tentative date for 2015 reception – Thursday, August 30, 2015.

Ms. Kuhl added that 150 individuals signed in, with 235 total in attendance. RDC Director Garcia noted that he found the survey short and concise and agreed that a prize for returning the survey was well-received. He stated that he felt that there was a need for more local food vendors and commented that since the RDC was considered a sponsor of the event, that the attendees should have been officially welcomed and that RDC Board of Directors should have been recognized as a co-sponsor of the event. RDC President Knesek indicated that he would prefer to see a greater representation of local businesses next year.

RDC Director Pena commented positively about the food and ambiance, and that the exhibitors appeared to be enthusiastic.

Ms. Kuhl ended the discussion by stating that a more formal program might be an opportunity to address some of the concerns mentioned.

No action was necessary or taken.

5. REVIEW AND DISCUSS POTENTIAL ROSENBERG DEVELOPMENT CORPORATION FY2015 BUDGET REVISIONS, AND THE ROSENBERG DEVELOPMENT CORPORATION MAY TAKE ACTION AS NECESSARY.

Executive Summary: This item allows the Rosenberg Development Corporation Board the opportunity to discuss FY2015 Budget items and take action as necessary.

Key discussion points:

RDC President Knesek opened the discussion by noting that the RDC Budget has been approved, and that the Budget requires final approval by the City Council.

RDC Director McConathy began by stating that she would be addressing her comments to line item "43-90" entitled *Professional Services* in the RDC Budget, in particular the funding participation by the RDC in the West Fort Bend Management District (District). RDC Director McConathy commented that the District appears to be another layer of governmental redundancy, and as a result, was not sure that she could support RDC funding for the District in the amount of \$40,000.

RDC Director Scopel stated that the purpose of District was for the cities of Richmond and Rosenberg to implement certain standards to facilitate the improvement and consistency of infrastructure and landscaping within shared main thoroughfares. He suggested that the District be funded for one or more years, and added that the District should move toward self-sufficiency through fines or other funding mechanisms to avoid support by the cities going forward.

RDC Director Pena commented on the ineffectiveness of the District due to certain improvements that could be considered less than successful, i.e., the installation of trees/bushes under the power lines at the recently built Aldi store location. Additionally, he questioned the District's purpose and added that the District should represent the wishes of the cities.

RDC President Knesek provided a brief account of the District's history and his participation in its formation. He noted that the District is a partnership between the cities of Richmond and Rosenberg, both cities contributing the same amount, \$40,000.00 per year. He added that the District's purpose is to fulfill and expand the cities standards and image within those areas that are considered thoroughfares and/or corridors in order to attract quality development.

The general consensus was to propose the formation of a committee that would work together with the associated entities and the District in order to streamline their processes to achieve greater efficiency, reduce redundancy, to ensure that current operations continue uninterrupted, until a solution is reached and to suggest ways to move the District toward self-reliance.

Action: RDC Director Bolf moved and RDC Director Scopel seconded that funding remain in the FY2015 RDC Budget for the West Fort Bend Management District; and, that RDC President Knesek appoint a Committee to include RDC Directors Pena and Scopel to represent the Rosenberg Development Corporation, to begin dialogue with representatives of the West Fort Bend Management District, and the City of Richmond in order to address concerns regarding standards, regulatory redundancies, or other issues that may be germane to the operations and processes of the West Fort Bend Management District.

Additional comments included:

- Concerns about the implementation of existing ordinances.
- Need for sufficient staff to enforce existing ordinances.
- Positive and negative affects the District might have on prospects for the City.
- Discussions and outcome should be favorable to the City to merit funding.

- Funding for this year will support the District's uninterrupted operations until such time as RDC comes to a final conclusion.
- George Foundation is a partner as well, with matching funds anticipated in the amount of \$80,000.

The motion carried by a unanimous vote of those present.

RDC President Knesek confirmed that there were no other budget-related items to be discussed, and moved on to those individuals that requested the opportunity to comment on this agenda item.

Public Comment:

Lane Ward – 4014 Brynmawr Drive, Richmond, Texas, with a business address of 3400 Avenue H, Rosenberg, Texas. Mr. Lane opened by addressing the concern mentioned regarding Aldi, noting that the standards do not apply to CenterPoint easements or were misunderstood by Aldi. He continued that in order to avoid inefficiency and multi-layered bureaucracy, the District requested that the cities take over the inspections and meeting with applicants. He noted that all collected fees go to the City of Rosenberg. Mr. Ward indicated that there is a voluntary aspect to the District and has been so since the District's formation up until the last three years when the District hired an Executive Director. He added that the District has established building standards, with certain recent developments reflecting the improved standards, and has caused some businesses that are not in the corridors to improve their construction efforts. The District is participating in efforts for the Livable Centers Initiative study, and other studies. Mr. Lane added that he is a Director with the District, and has participated as a Director since the District's inception, while noting that the District has been an asset to both cities.

Ron Ewer – 8515 Kelsey Path, Missouri City, Texas, with a business address of 27225 Southwest Freeway, Rosenberg, Texas, representing Legacy Ford. Mr. Ewer provided an overview of his business experience and association with the District. He indicated his support for the District and standards that he feels have improved businesses along US59.

Kate Singleton - 2208 Spruce Drive, Rosenberg, Texas, serving as Executive Director of the West Fort Bend Management District. Ms. Singleton volunteered to contact the City of Richmond and their Economic Development Corporation regarding their participation on the Committee in order to improve the current process.

RECESS SESSION, RECONVENE SESSION.

RDC President Knesek recessed the Session at 5:15 p.m., and reconvened the Session at 5:30 p.m.

6. REVIEW AND DISCUSS ROSENBERG DEVELOPMENT CORPORATION TRANSPORTATION GATEWAY MAINTENANCE PROJECTS FOR FISCAL YEAR 2014-2015, AND THE ROSENBERG DEVELOPMENT CORPORATION BOARD MAY TAKE ACTION AS NECESSARY. (This item was taken out of order as Item No. 5.)

Executive Summary: This agenda item allows the RDC the opportunity to review and discuss current Transportation Gateway Maintenance Projects. The RDC currently funds mowing and landscape maintenance to the following areas:

1. Rough Cut Mowing on US 59 from FM 762 to SH 36 (East) - \$22,928.
2. Finish Cut Mowing on US 59 at FM 2218 and SH 36, and at US 90A and SH 36 - \$27,500.
3. Landscape Maintenance at US 59 at FM 2218 and SH 36 (Partial Year) - \$3,680.
4. Rough Cut Mowing on US 59 from SH 36 to Spur 10 (West) (Partial Year) - \$17,999.
5. Finish Cut Mowing on FM 2218 from US 59 to Richmond City Limits (Partial Year) - \$2,072.

Staff is seeking direction on whether the Board is satisfied with the current areas being maintained and if any additional areas need to be considered.

Mr. Malik provided an overview of the item noting that \$80,000 has been budgeted this year for gateway maintenance, with approximately \$75,000 in existing contracts for mowing and landscaping. He added that the contracts are entered into with the City; however, RDC funds the contracts. Mr. Malik added that he will take I-69/US 59 or other construction mowing into consideration in the preparation of the contracts.

Key discussion points:

- Construction site maintenance – on call as needed.
- Maintenance cycles and number of mowings to be limited during construction.
- Performance concerns with the current contractors.
- Contracts for Numbers 1 and 2 above are subject to one-year extensions.
- Numbers 3, 4, and 5 above are due to expire this year.
- Additional liquidated damages and bonding language to be included in the contracts to make contracts favorable to the City and easier to enforce.

No action was necessary or taken.

7. REVIEW AND DISCUSS WAY FINDING SIGNS, AND THE ROSENBERG DEVELOPMENT CORPORATION MAY TAKE ACTION AS NECESSARY.

Executive Summary: This item allows the Rosenberg Development Corporation Board the opportunity to discuss working with Texas Department of Transportation (TxDOT) on adding "Way Finding Signage" on I-69/US 59 to promote Avenue H, the Cultural District, and the Historic Downtown.

RDC President Knesek began the discussion by explaining the extension of Reading Road, and early efforts to build a connection with new expansion and growth, and Avenue H in an effort to protect Avenue H's economic viability. He continued by noting that we now have Brazos Town Center which attracts thousands of visitors to our City, and that those visitors may not be aware of amenities on Avenue H and other areas of the City. Strategically placed signs, or wayfinding signs, would alert visitors to Brazos Town Center to areas such as the Antiques and the Cultural Arts District, Historic Downtown Rosenberg, Rosenberg Railroad Museum, etc.

Key discussion points:

- The signage would not be necessarily directional, but would encourage traffic to move the length of Avenue H.
- Signage would require coordination and the cooperation of the Texas Department of Transportation.
- Cost to be investigated.
- Avenue H signage would be the most expedient and practical.
- Maintain a manageable scope, as previous efforts expanded to an unmanageable scale.

Mr. Malik was directed to research and report to RDC with renderings and examples of potential wayfinding signage, associated costs, etc., at a future meeting.

No action was necessary or taken.

8. HOLD JOINT EXECUTIVE SESSION FOR DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087.

Action: RDC Director McConathy moved and RDC Director Scopel seconded the motion to adjourn for Joint Executive Session at 5:40 p.m. The motion carried by a unanimous vote of those present.

A Joint Executive Session was held for deliberations regarding Economic Development negotiations pursuant to Texas Government Code 551.087.

9. ADJOURN JOINT EXECUTIVE SESSION, RECONVENE INTO REGULAR SESSION, AND THE ROSENBERG DEVELOPMENT CORPORATION MAY TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.

RDC President Knesek adjourned the Joint Executive Session and reconvened into Joint Session at 6:20 p.m.

No action was necessary or taken as a result of Joint Executive Session.

10. CONSIDERATION OF AND ACTION ON A REPORT FROM THE ECONOMIC DEVELOPMENT DIRECTOR REGARDING THE PREVIOUS MONTH'S ECONOMIC DEVELOPMENT ACTIVITIES AND CONTACTS.

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

Key discussion points:

- Mr. Malik announced the hiring of Assistant Economic Development Director Jeremy Heath.
- Transit schedule to be discussed by the RDC Board at the next regular meeting.
- Livable Centers Study has chosen Morris Architects, and will begin their process soon.
- Greater Fort Bend Economic Development Council will begin discussions regarding the regional marketing plan; their regional efforts take place over the next five years.
- Sales tax is continuing upward.
- Unemployment rate is under 5% at 4.9%.

RDC President Knesek asked for expeditious reporting of construction or other projects in order to inform the RDC Board and City Council as soon as possible.

Additional discussion:

- City's sidewalk plan.
- Penguin Daiquiris.

No action was necessary or taken.

11. CONSIDERATION OF AND ACTION ON REQUESTS FOR FUTURE AGENDA ITEMS.

Executive Summary: This item provides the Rosenberg Development Corporation Board the opportunity to request future agenda items.

Key discussion points:

- Wayfinding signage.
- Sidewalk plan.
- Fort Bend Transit System schedule.
- Image professional to address marketing and image of the City.
- Discussion regarding “joint” City Council and RDC Board Meetings.
- Imperial Arts.

The Board indicated their desire to revisit Item No. 2 entitled “REVIEW AND DISCUSS JOINT CITY COUNCIL AND ROSENBERG DEVELOPMENT CORPORATION MEETING PUBLIC POSTING OF NOTICES AND PROCEEDINGS PURSUANT TO THE TEXAS OPEN MEETINGS ACT.” RDC Director Pena expressed concern regarding the use of the term “joint” for future meetings of the RDC Board that might include the attendance of City Councilors. City Attorney Tschirhart explained that the reason for posting the “joint” meeting was that the posting would be consistent with the direction given by the Attorney General’s Office and noted certain associated cases. He continued that when such meetings are held, City Council has supervisory control. He noted that the meetings can be posted with a “joint” Executive Session, or with an RDC Board Executive Session. The RDC Board Executive Session would allow *only* the RDC Board and their invitees to participate. He continued that since there was no specific direction given, and out of an abundance of caution, the agenda was drafted in order that both the RDC Board and City Council might participate in Executive Session. City Attorney Tschirhart added that there has to be a consensus on how the RDC Board prefers to proceed with future meetings, knowing that there is a potential quorum of City Council that might be in attendance.

After general discussion regarding the objective of the joint posting, Mayor Morales commented that the Mayor needs to be a part of the RDC Board and that future Mayors will need to be a part of the Board in order to impart particularized information, and the necessary participation of the Mayor in economic development-related projects and prospects.

RDC President Knesek posed a question regarding the incidental attendance of a City Councilor at a RDC Board meeting and asked the question in the reverse, that being the attendance of an RDC Director at a City Council meeting where there is the potential quorum of the RDC Board. City Attorney Tschirhart explained that the City Council is considered the “parent” entity with subsidiary entities. He responded that if there is an item on the City Council agenda related to economic development issues, that the agenda should be posted as an RDC Board meeting as well. He continued that City Council could insert language in the prophylactic portion of the City Council agenda that puts the public on notice that there may be a quorum of the RDC Board present at the City Council meeting.

City Attorney Tschirhart recommended that an item be added to the next RDC Board meeting agenda to discuss future postings and future participation of City Councilors in the RDC Executive Sessions in order to clarify the RDC Boards position. RDC President Knesek asked that the RDC Board Members to consider whether City Attorney Tschirhart should attend the next meeting, be available by conference call, or submit a written report on this or other issues.

No action was necessary or taken.

12. ANNOUNCEMENTS.

There were no announcements.

13. ADJOURNMENT.

Action: RDC Director McConathy moved and RDC Director Scopel seconded a motion to adjourn the RDC Board Meeting. The motion carried by a unanimous vote of those present at 6:55 p.m.

Kaye Supak, Acting City Secretary

- * Councilor Benton left at 4:10 p.m.
- ** RDC Director Scopel arrived at 4:35 p.m.

Minute Attachments:

1. 2014 Business Resource Expo Brochure
2. 2014 Business Resource Expo PowerPoint Presentation

DRAFT



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
B	RDC Financial Reports
ITEM/MOTION	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending August 31, 2014.	
FINANCIAL SUMMARY	ELECTION DISTRICT

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. RDC Financial Report as of August 31, 2014

MUD #: N/A

APPROVALS

Submitted by:

Joyce Vasut
Executive Director of
Administrative Services

Reviewed by:

- Economic Development Director
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The August 2014 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

CITY OF ROSENBERG, TEXAS
ROSENBERG DEVELOPMENT CORPORATION
AS OF AUGUST 31, 2014

Classification	2013-14 Amended Budget	2013-14 Act. Rev/Exp YTD	2013-14 Encumbered	2013-14 YTD Budget Remaining	% of Budget Used Target
REVENUES:					92%
<i>Sales Taxes</i>	\$ 2,440,701	\$ 2,642,450	\$ -	\$ (201,749)	108.27%
<i>Sales Taxes BTC 1</i>	558,202	536,087	-	22,115	96.04%
<i>Sales Taxes BTC 2</i>	446,297	439,698	-	6,599	98.52%
<i>Downtown Sales Taxes</i>	-	35,407	-	(35,407)	
<i>Sales Tax Total</i>	3,445,200	3,653,641	-	(208,441)	
<i>Interest Earnings</i>	5,000	2,976	-	2,024	59.51%
TOTAL REVENUES	3,450,200	3,656,617	-	(206,417)	105.98%
EXPENDITURES:					
Administration (max 10%):					
Office Supplies					
a) Office Supplies	1,000	988	-	12	
Total for Office Supplies Account	1,000	988	-	12	98.81%
Computer Supplies					
a) Computer Supplies	3,000	1,252	-	1,748	
Total for Computer Supplies Account	3,000	1,252	-	1,748	41.72%
Business Expense					
a) Board of Director Expenses, RDC Lunches, Chamber Lunches	1,700	840	-	860	
Total for Business Expenses Account	1,700	840	-	860	49.40%
General Insurance					
a) Insurance	400	229	-	171	
Total for General Insurance Account	400	229	-	171	57.30%
Education and Training					
Total for Education and Training Account	7,500	3,060	-	4,440	40.79%
Other Contractual Services					
Total for Other Contractual Services	241,851	242,141	-	(290)	100.12%
Subtotal for Administration Expenses	255,451	248,509	-	6,942	97.28%
Marketing:					
Business Expenses					
Total for Business Expense Account	3,730	1,013	-	2,717	27.16%
Dues, Subscriptions, and Memberships					
Total for Dues, Subs. & Memb. Account	58,112	50,165	-	7,947	86.32%

Classification	2013-14 Amended Budget	2013-14 Act. Rev/Exp YTD	2013-14 Encumbered	2013-14 YTD Budget Remaining	% of Budget Used
Outside Professional Services					
a) GFBEDC	12,500	12,500	-	-	
Total for GFBEDC	12,500	12,500	-	-	100.00%
Postage					
a) Postage	200	108	-	92	
Total for Postage Account	200	108	-	92	53.98%
Freight and Express					
a) Freight and Express	100	-	-	100	
Total for Freight and Express Account	100	-	-	100	0.00%
Advertising					
Total for Advertising Account	29,000	27,512	-	1,488	94.87%
Printing and Binding					
a) Marketing, Business Cards, Name Plates	4,500	3,442	-	1,058	
Total for Printing and Binding Account	4,500	3,442	-	1,058	76.48%
Other Contractual Services					
a) Business Retention	10,000	400	-	9,600	
Total for Business Retention	10,000	400	-	9,600	4.00%
Subtotal for Marketing Accounts					
	118,142	95,140	-	23,002	80.53%
Strategic Planning Consulting					
a) WFBMD Operating Assistance	40,000	40,000	-	-	
b) Transit Study	-	-	-	-	
Total for Strategic Planning Consulting	40,000	40,000	-	-	100.00%
Subtotal for Strategic Planning Accounts					
	40,000	40,000	-	-	100.00%
Professional Services					
Total for Professional Services	20,000	13,623	-	6,377	68.11%
Subtotal for Professional Services					
	20,000	13,623	-	6,377	68.11%
Business Incentive Projects					
a) Prospective Business Incentives	500,000	44,621	-	455,379	
Total for Business Incentive Projects	500,000	44,621	-	455,379	8.92%
Improvements other than Building					
Total Funds Transferred to RDC Projects	4,658,539	4,496,219	-	162,320	96.52%
Total Debt Service Principal	779,700	649,750	-	129,950	83.33%
Total Debt Service Interest	219,694	183,078	-	36,616	83.33%
Subtotal for Infrastructure Accounts					
	6,157,933	5,373,668	-	784,265	87.26%
TOTAL EXPENDITURES					
	\$ 6,591,526	\$ 5,770,939	\$ -	\$ 820,586	87.55%

ROSENBERG DEVELOPMENT CORPORATION
2013-14 ACTUAL
PERIOD ENDED AUGUST 31, 2014

Classification	RDC Actual	RDC Projects	Total
Resources:			
Total Beginning Fund Balance @ 10/01/13	\$ 4,982,451	\$ 1,786,277	\$ 6,768,728
Revenues and Transfers In	3,656,617	4,496,899	8,153,515
Total Funds Available	<u>\$ 8,639,068</u>	<u>\$ 6,283,176</u>	<u>\$ 14,922,243</u>
Uses/Deductions:			
Expenditures and Transfers Out	5,770,939	769,670	6,540,609
Ending Fund Balance:			
Total Ending Fund Balance	\$ 2,868,128	\$ 5,513,506	\$ 8,381,634
Reserved for Debt Service	999,394	-	999,394
Reserved for RDC Projects	-	\$ 5,513,506	5,513,506
Unreserved Fund Balance Total	<u>\$ 1,868,734</u>	<u>\$ -</u>	<u>\$ 1,868,734</u>

**Synopsis of Current Revenues and Expenditures
Rosenberg Development Corporation
For the Month Ended August 31, 2014**

Account Number	Description	Amount
Revenues		
219-0000-402-0000	Sales Taxes	\$ 381,527.69
Total Current Period Revenues		<u>\$ 381,527.69</u>
Expenditures		
219-1000-540-3110	Office Supplies (Administration)	118.99
219-1000-540-3135	Business Expenses (Administration)	351.85
219-1000-540-5710	Other Contractual Services (Administration)	60,462.78
Total Administration		<u>\$ 60,933.62</u>
219-2000-540-3135	Business Expenses (Marketing)	292.01
219-2000-540-4235	Dues/Subscriptions/Memberships (Marketing)	597.03
219-2000-540-5310	Advertising (Marketing)	1,000.00
219-2000-540-5410	Printing and Binding (Marketing)	20.98
219-2000-540-5730	Other Contractual Svcs (Marketing)	400.00
Total Marketing		<u>\$ 2,310.02</u>
219-6000-540-4390	Professional Services (Outside Professional Svcs)	1,137.50
Total Professional Services		<u>\$ 1,137.50</u>
219-7000-540-9225	Transfers/Other Fund (Infrastructure) - Transfer to RDC Projects Fund	1,700,000.00
Total Infrastructure		<u>\$ 1,700,000.00</u>
Total Current Period Expenditures		<u>\$ 1,764,381.14</u>
Net Excess (Deficit)		<u>\$ (1,382,853.45)</u>

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

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

Fiscal Year 2012-13

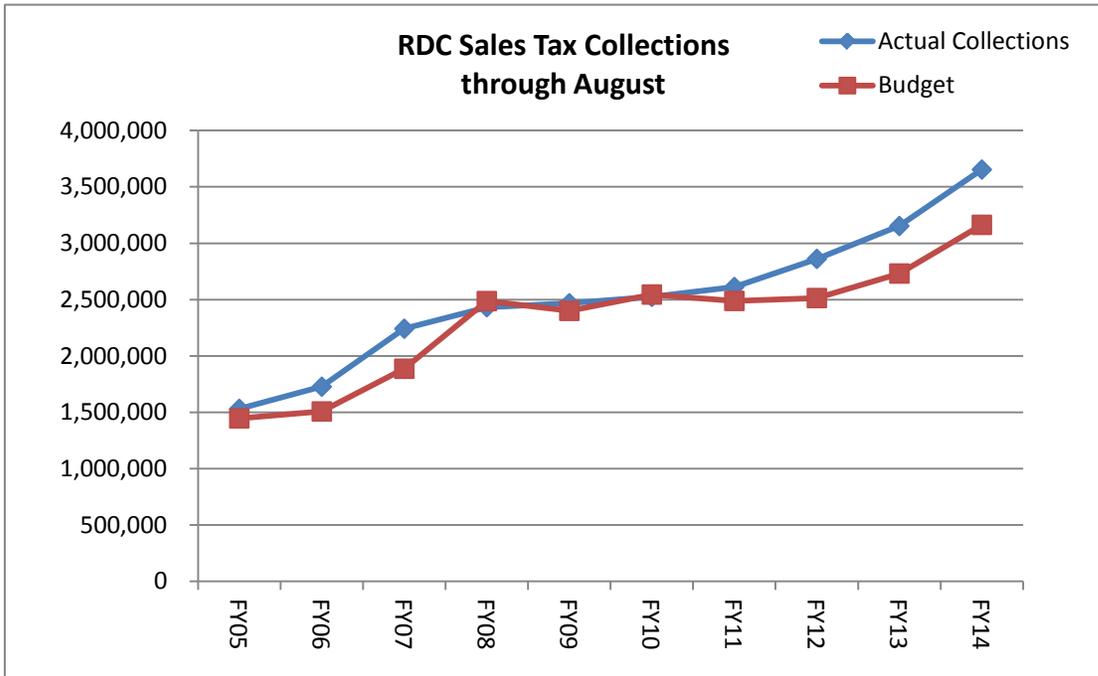
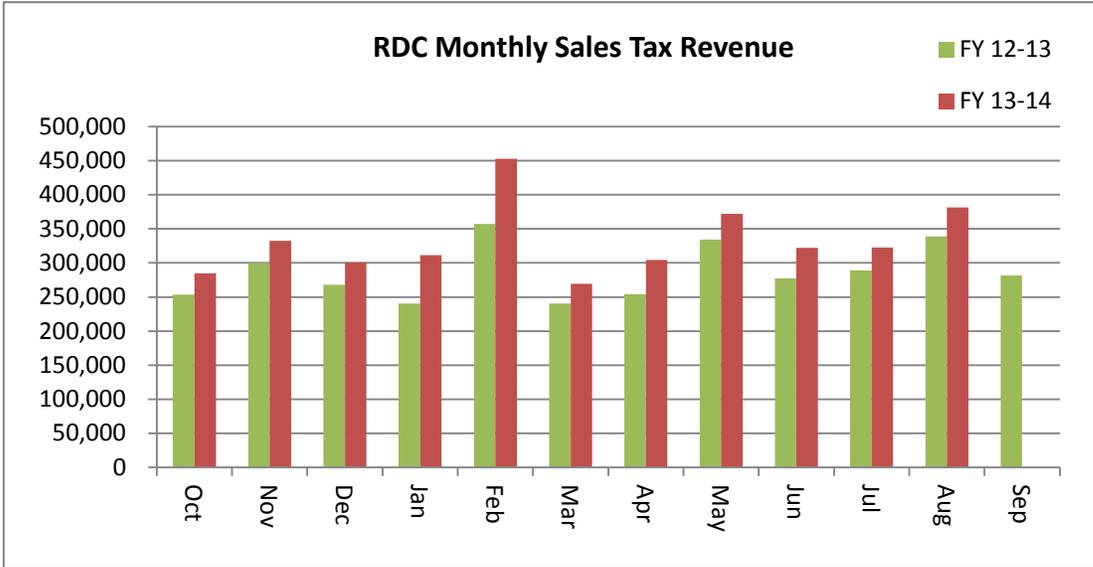
Oct	\$253,488	\$ 253,488	\$ 206,329	\$ 206,329	122.86%	17.3%	17.3%	\$ 39,879	\$ 22,088
Nov	300,245	553,733	268,681	475,010	116.57%	6.7%	11.3%	41,673	56,236
Dec	267,903	821,636	206,328	681,337	120.59%	24.0%	15.1%	48,344	18,259
Jan	240,399	1,062,035	217,242	898,579	118.19%	5.6%	12.8%	40,056	20,626
Feb	357,120	1,419,155	326,707	1,225,286	115.82%	4.3%	10.6%	76,617	71,043
Mar	240,499	1,659,655	211,174	1,436,460	115.54%	8.7%	10.3%	39,397	17,709
Apr	254,107	1,913,762	214,541	1,651,001	115.92%	13.1%	10.7%	40,281	19,444
May	334,041	2,247,802	298,699	1,949,700	115.29%	6.8%	10.1%	49,039	57,367
Jun	277,134	2,524,936	232,209	2,181,909	115.72%	13.9%	10.5%	38,850	21,572
Jul	288,843	2,813,779	250,468	2,432,378	115.68%	10.1%	10.4%	43,577	23,776
Aug	339,032	3,152,811	298,843	2,731,220	115.44%	8.3%	10.2%	49,537	59,166
Sep	281,355	3,434,166	238,780	2,970,000	115.63%	12.5%	10.4%	41,584	23,507
Total								\$ 548,834	\$ 410,794

Fiscal Year 2013-14

Oct	\$284,645	\$ 284,645	\$ 254,303	\$ 254,303	111.93%	12.3%	12.3%	\$ 45,426	\$ 26,206	\$ 2,678
Nov	332,266	616,912	301,210	555,512	111.05%	10.7%	11.4%	43,511	62,113	2,709
Dec	300,765	917,676	268,764	824,276	111.33%	12.3%	11.7%	41,356	23,209	2,873
Jan	311,275	1,228,951	241,171	1,065,447	115.35%	29.5%	15.7%	55,706	27,306	3,558
Feb	452,793	1,681,744	358,268	1,423,715	118.12%	26.8%	18.5%	81,972	80,410	5,100
Mar	269,503	1,951,247	241,272	1,664,988	117.19%	12.1%	17.6%	35,930	21,835	2,401
Apr	304,220	2,255,468	254,923	1,919,911	117.48%	19.7%	17.9%	44,267	23,697	3,481
May	372,069	2,627,537	335,114	2,255,025	116.52%	11.4%	16.9%	50,765	60,332	2,784
Jun	321,933	2,949,470	278,024	2,533,049	116.44%	16.2%	16.8%	42,815	24,392	3,429
Jul	322,644	3,272,114	289,771	2,822,820	115.92%	11.7%	16.3%	43,395	26,561	3,439
Aug	381,528	3,653,642	340,121	3,162,941	115.51%	12.5%	15.9%	50,943	63,637	2,954
Sep	-		282,259	3,445,200						
Total								\$ 536,087	\$ 439,699	\$ 35,407

**ROSENBERG DEVELOPMENT CORPORATION
SALES TAX REVENUES**

GRAPHS



**Rosenberg Development Corporation
Outstanding Debt Service**

Fiscal Year	Principal Due	Total Interest	Total Principal & Interest	Adjustment for Business Park	Adjusted Principal & Interest
2013-14	779,700	219,694	999,394		999,394
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	\$7,370,710	\$1,501,245	\$8,871,955	(1,700,000)	\$7,171,955

**Rosenberg Development Corporation
RDC Projects Fund
For the Period Ended August 31, 2014**

CP0704		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Park Improvements	225-7000-540-7030	\$ 400,000	\$ 398,823	\$ 1,271	\$ (94)
Project Management Fee		15,000	15,000	-	-
Totals		\$ 415,000	\$ 413,823	\$ 1,271	\$ (94)

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	\$ 624,708	\$ 8,978	\$ 42,707
Project Management Fee		4,016	4,016	-	-
Totals		\$ 680,408	\$ 628,724	\$ 8,978	\$ 42,707

CP1002		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
US 90A Redevelopment	225-7000-540-7030	\$ 35,000	\$ 9,311	\$ -	\$ 25,689
Totals		\$ 35,000	\$ 9,311	\$ -	\$ 25,689

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	\$ 250,000	\$ 233,914	\$ 198	\$ 15,888
Totals		\$ 250,000	\$ 233,914	\$ 198	\$ 15,888

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	\$ 3,589,783	\$ 283,408	\$ 14,217	\$ 3,292,158
Project Management Fee		85,000	-	-	85,000
Totals		\$ 3,674,783	\$ 283,408	\$ 14,217	\$ 3,377,158

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	\$ 250,000	\$ 95,548	\$ -	\$ 154,452
Project Management Fee		12,500	-	-	12,500
Totals		\$ 262,500	\$ 95,548	\$ -	\$ 166,952

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

Total		\$ 6,451,175	\$ 1,645,712	\$ 24,663	\$ 4,780,800
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Total Project Management Fees		\$ 116,516	\$ 19,016	\$ -	\$ 97,500
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CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
C	Communications Report

ITEM/MOTION

Consideration of and action on a report from the Communications Department regarding the previous month's communications activities.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. Communication Report - August 2014

MUD #: N/A

APPROVALS

Submitted by:

Angela Fritz, Executive Director of Information Services

Reviewed by:

- Economic Development Director
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- (Other)

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been included to provide an overview of Communication activities in the previous month, as they relate to economic development.

City of Rosenberg
Communication Report
ECONOMIC DEVELOPMENT Activities
August 1 – August 30, 2014



-
- Research related to planning of revised quarterly newsletter production and distribution
 - Possible upcoming Economic Development-related topics for publicity/coverage:
 - Business Assistance Grant projects (before and after)
 - Comprehensive planning
 - General development update
 - RDC park projects
 - FY 2015 RDC initiatives
 - Review and update City website – ongoing
 - Coordinate Municipal Channel information updates – ongoing
 - Overall media relations and messaging for City – ongoing
 - Sample of press releases issued:
 - 2014 Fireworks Rescheduled to Coincide with County Fair
 - August and September Beautification Awards
 - 2014 National Night Out Announcement and Call for Neighborhood Parties
 - Rosenberg Staff Authorized to Proceed on Contract Negotiations with Brazosport Water Authority
 - TxDOT Construction to Affect FM 2218 near Koeblen Road
 - Out of office August 13, through August 26

ITEM 2

Hold joint Executive Session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from the City Attorney concerning contemplated litigation, namely dispute with Imperial Performing Arts, Inc.; and, pursuant to Section 551.087 of the Texas Government Code for deliberations regarding Economic Development negotiations.

ITEM 3

Adjourn joint Executive Session, reconvene into Regular Session, and the Rosenberg Development Corporation Board may take action as necessary as a result of Executive Session.



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
4	City of Rosenberg Water Plan Discussion

ITEM/MOTION

Receive a report on the City of Rosenberg Water Plan, and the Rosenberg Development Corporation may take action as necessary.

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

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

SUPPORTING DOCUMENTS: MUD #: N/A

- 1. None

APPROVALS

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

This item has been requested by RDC Board President Bill Knesek to discuss the City of Rosenberg's Water Plan.



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
5	Joint RDC and City Council Meetings Procedures Discussion

ITEM/MOTION

Review and discuss procedures for joint City Council and Rosenberg Development Corporation Meetings and participation/attendance in Executive Sessions, and the Rosenberg Development Corporation may take action as necessary.

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

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

SUPPORTING DOCUMENTS:	MUD #: N/A
------------------------------	-------------------

- None

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
	<input type="checkbox"/> Exec. Dir. of Administrative Services	
Randall Malik	<input type="checkbox"/> Asst. City Manager of Public Services	Robert Gracia
Economic Development Director	<input type="checkbox"/> City Attorney	City Manager
	<input type="checkbox"/> City Engineer	
	<input type="checkbox"/> (Other)	

EXECUTIVE SUMMARY

This item has been requested by RDC Director Jimmie Pena to discuss the procedures for future RDC Meetings and attendance in Executive Sessions which could include members of the City Council.



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
6	City of Rosenberg Sidewalk Projects Discussion

ITEM/MOTION

Review and discuss City Sidewalk Plan, and the Rosenberg Development Corporation may take action as necessary.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

MUD #: N/A

- 1. None

APPROVALS

Submitted by:

Randall Malik
Economic Development
Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item has been added by RDC President Knesek to provide the Board an opportunity to discuss sidewalk projects in the City of Rosenberg, and to take action if necessary.



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
7	Wayfinding Signage Discussion

ITEM/MOTION

Review and discuss Wayfinding Signs, and the Rosenberg Development Corporation may take action as necessary.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:	Budgeted:	[X] District 1
[] One-time	[] Yes [] No [X] N/A	[X] District 2
[] Recurring	Source of Funds: N/A	[] District 3
[X] N/A		[] District 4
		[] City-wide
		[] N/A

SUPPORTING DOCUMENTS: MUD #: N/A

1. TxDOT Guidelines for Wayfinding Guide Signing
2. Livable Centers Study for Rosenberg: U.S. 90A Corridor - Project Scope, Task 4 - Excerpt
3. Bryan and College Station City Wayfinding Program Design Intent Drawings – 09-29-06

APPROVALS

Submitted by:	Reviewed by:	Approved for Submittal to City Council:
	[] Exec. Dir. of Administrative Services	
Randall Malik	[] Asst. City Manager of Public Services	Robert Gracia
Economic Development Director	[] City Attorney	City Manager
	[] City Engineer	
	[] (Other)	

EXECUTIVE SUMMARY

This item has been included on the Agenda to follow-up on the Board of Director's previous discussion regarding Wayfinding Signage. Included in the supporting documents are examples of wayfinding signage. Additionally, task four of the Livable Centers Study is included in the supporting documents. Task 4.4 of the Livable Centers Study consists of developing designs for wayfinding signage. A PowerPoint consisting of possible locations for the Wayfinding Signage will be provided at the meeting.

TxDOT Guidelines for Wayfinding Guide Signing

Section 1. General Description

Wayfinding guide signs are a systematic network of directional signs installed and maintained by a city to guide the traveling public to major civic, cultural, visitor, and recreational destinations within a specified region with the minimum number of signs. The goal of a Wayfinding Guide Sign System Plan should be to take advantage of local geographical areas (medical district, historical district, etc.) to replace turn by turn trailblazing to specific, individual locations. With this process, a region's most prominent features and assets are called out and promoted, but only as required to serve visitor guidance.

Section 2. Definitions

- A. City Pride Sign Program - An existing TxDOT sign program that allows municipalities to erect signs near its jurisdictional limits that displays points of interest or geographical, recreational, cultural, or civic information. The City Pride Sign Program policies and procedures are contained in the Texas Administrative Code.
- B. Conventional Road – A street or highway other than a freeway or expressway without access control. A conventional road may include the frontage road of freeways.
- C. Enhancement Marker – A sign or portion of a sign where a shape, color, or pictograph is used as an aesthetic identifier at the top or side of and incorporated into a wayfinding guide sign. An enhancement marker can be incorporated into a wayfinding guide sign or an attachment to the sign.
- D. Pedestrian Directional Sign – Smaller versions of Vehicular Directional Signs to be viewed by pedestrians or bicyclists and not motor vehicle operators.
- E. Pictograph – A non-commercial graphic for a governmental agency or public institution.
- F. TMUTCD – The Texas Manual on Uniform Traffic Control Devices.
- G. Vehicle Directional Sign – A directional guide sign that guides the traveling public to civic, cultural, visitor, and recreational destinations within a specific region.

H. Wayfinding Guide Sign System Plan – The location area, design, engineering, and sign plan submitted to TxDOT for approval. The Plan shall include:

- Sign detail with dimensions, colors and font size for each sign
- Mounting height, type and location of mount
- Distance to any existing adjacent traffic control devices, driveways or other physical roadway features

Section 3. Roles of Cities and TxDOT

A current Municipal Maintenance Agreement between the City and TxDOT must exist. Per the agreement, with written approval from TxDOT the city can install and maintain signs within TxDOT right-of-way along conventional roadways provided the sign and sign structure meet TxDOT requirements. Vehicular Directional signs shall be located so as not to interfere with, obstruct or divert roadway user's attention from official traffic control devices. To implement a Wayfinding Program, the city must submit a Wayfinding Guide Sign System Plan to the local TxDOT district for approval.

On the state highway system, a Wayfinding Guide Sign System Plan may only be applied to conventional roads and only with written approval from TxDOT.

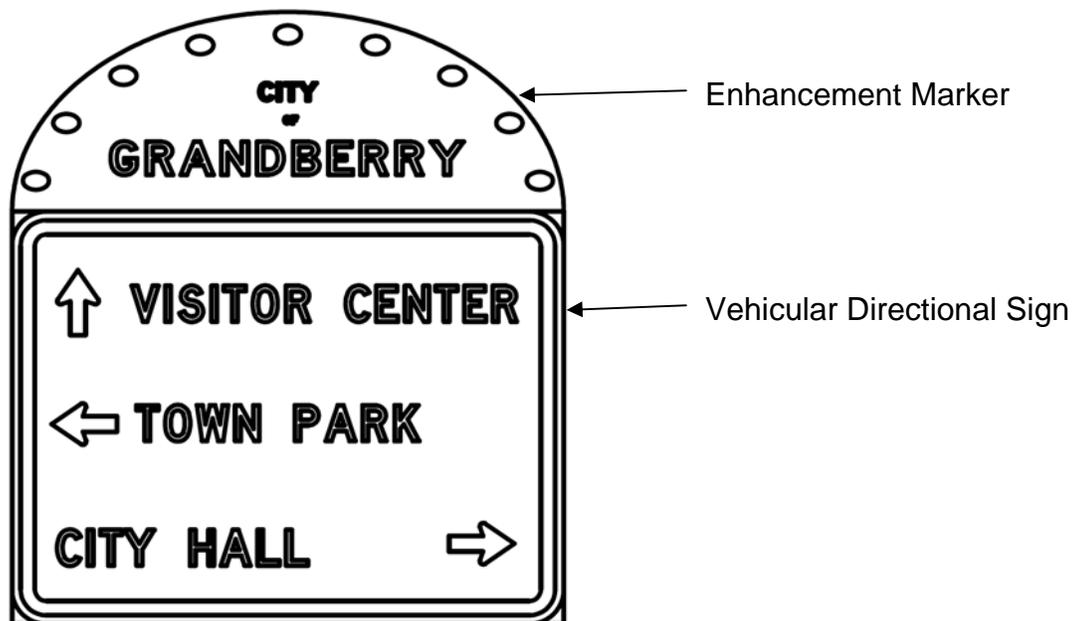


Figure 1. Wayfinding Guide Sign

If TxDOT determines that additional regulatory, warning or guide signing is needed, it may require the city to remove or relocate an existing or planned wayfinding guide sign at the expense of the city. Additionally, the city shall remove a wayfinding guide sign if it has not provided a replacement sign within 60 days of written notification from TxDOT that the sign is damaged, broken, faded or has become a hazard.

Section 4. Types of Wayfinding Guide Signs

Wayfinding guide signs are not permitted on controlled access facilities, including ramps. Once the wayfinding guide signs are approved in writing by TxDOT, the fabrication, installation, and maintenance of all wayfinding guide signs and their assemblies are the responsibility of the city. Signs on TxDOT right-of-way shall be installed on a standard TxDOT support or an alternate support approved by the Traffic Operation Division. Signs on TxDOT right-of-way shall be installed at the appropriate height, offset from travel lane, and spacing from other traffic control devices in accordance with the TMUTCD or TxDOT standards.

A. City Pride Signs

City pride signs may be incorporated into a wayfinding guide sign system plan. The City Pride Sign Program allows cities to erect and display signs concerning points of interest or geographical, recreational, cultural, or civic information at the city limits on state highway right-of-way. If city pride signs are used, the rules for the City Pride Sign Program must be followed (see City Pride sign rules in the Texas Administrative Code, Title 43, Part 1, Chapter 25, Subchapter H).

B. Boundary Area Guide Signs

Boundary Area Guide Signs are informational guide signs at the boundaries of the geographical area of the wayfinding guide signing which identify the use of the color coding for the various districts, regions or destinations within the area. These signs shall be green background with white legend. The color coding shall be accomplished by the use of different colored square or rectangular panels on the face of the guide signs as described in Section 2D.03 of the TMUTCD.

C. Enhancement Markers

Enhancement markers may be used, at the option of the city, as a means of aesthetically identifying the wayfinding guide sign. An enhancement marker may be on the top or side of a wayfinding guide sign. The size and shape of an enhancement marker shall be smaller in comparison to the wayfinding guide signs themselves and approved by TxDOT. Enhancement markers shall not be designed to have an appearance that could be mistaken by road users as being a traffic control device.

D. Vehicle Directional Signs

A vehicular directional sign is installed on conventional roadways providing vehicular directional guidance to destinations or groups of destinations (i.e. Historic District, Medical District, etc.). In regard to location priority, regulatory, warning and guide signs shall have a higher priority than wayfinding guide signs (see TMUTCD Section 2A.16).

Vehicle Directional signs should be limited to 3 destinations per sign and shall not contain commercial advertising. Arrow location and priority order should follow that shown in the TMUTCD. Arrowheads should also be the same design as the Texas Standard Highway Sign Designs. Additional requirement for wayfinding guide signs are detailed in Section 5.

E. Pedestrian Directional Signs

Pedestrian Directional Signs are intended for viewing by pedestrians and bicyclists and should be oriented away from the view of motorists. Pedestrian Directional Signs should not be located in TxDOT Right of Way. Pedestrian Directional Signs may be kiosks and may contain maps of the area. The design, installation, and maintenance of pedestrian directional signs are the full responsibility of the city.

Section 5. Design and Legibility of Wayfinding Guide Signs

A. Basic Requirements and Font

Wayfinding signs are guide signs and they should be rectangular in shape. Standardized colors and rectangular shapes should be used so as to maintain their distinction to the motorist as guide sign information. Simplicity and uniformity in design, position, and application as described in TMUTCD Section 2A.06 are important.

The basic requirements of all highway signs are that they be legible to those whom they are intended and that it be understandable in time to permit a proper response. Desirable attributes include: high visibility by day and night and high legibility (adequately sized letters or symbols, and a short legend for quick comprehension by a road user approaching a sign).

Standard Highway Signs (SHS) alphabet fonts provide optimized legibility. If a font other than an SHS alphabet font (Highway Gothic or Clearview) is used, approval from the Federal Highway Administration shall be required.

Except for signs intended for viewing only by pedestrians, bicyclists, or occupants of parked vehicles, internet addresses shall not be shown on any sign, supplemental plaque, sign panel (including logo panels on specific service signs), or changeable message sign.

B. Retroreflectivity of Wayfinding Guide Signs

Wayfinding guide signs shall be retroreflective or illuminated to show the same shape and similar color by both day and night, unless specifically stated otherwise in this or other TxDOT policies of a particular sign or group of signs. The requirements for sign illumination shall not be considered to be satisfied by street or highway lighting.

C. Word Legends on Wayfinding Guide Signs

Wayfinding guide signs should be limited to 3 destinations per sign (See TMUTCD Section 2D.07) and shall not contain commercial advertising.

Abbreviations (see TMUTCD Section 1A.14) should be kept to a minimum, and should include only those that are commonly recognized and understood, such as AVE (for Avenue), BLVD (for Boulevard), N (for North), or JCT (for Junction).

Word messages should be as brief as possible and the lettering should be large enough to provide the necessary legibility distance. A minimum specific ratio of 1 inch of letter height per 30 feet of legibility distance should be used. Except as noted in the option below, the minimum size of sign legend is 6" for signs on conventional roads. Low speed (25 mph) local streets may have a minimum legend size of 4" (see TMUTCD Section 2A.14).

D. Colors and Legend Contrast

The colors of TMUTCD red, TMUTCD orange, TMUTCD green, TMUTCD fluorescent yellow-green and TMUTCD yellow shall not be used as background colors (color coding) for wayfinding guide signs in order to minimize possible confusion with crucial regulatory and warning sign color meaning readily understood by motorists.

Colors other than the approved TMUTCD colors may be used for color coding of wayfinding guide signs accomplished by the use of different colored square or rectangular panels on the face of the guide signs to provide a color "identity" for the wayfinding destinations by type of destination or by geographical area of the destination.

A minimum contrast value of legend color to background color of 0.70 or 70% is required for wayfinding guide signs (ADA minimum contrast value).

E. Graphics on Wayfinding Guide Signing

Wayfinding guide signs shall not contain commercial advertising or commercial graphics (logos) of businesses, including within the pictographs.

Symbols shown in the TMUTCD are allowed for use on wayfinding guide signs.

Pictographs are allowed for use on wayfinding guide signs. A pictograph is a graphic for a governmental agency (such as for the Dallas Area Rapid Transit light rail system) or a public institution (such as a college or university or public stadium). A stadium with naming rights of a business such as Heinz Stadium shall not display the Heinz company logo on the wayfinding guide signing. The maximum dimension (height or width) of a pictograph shall not exceed the size of the route shield on the guide sign. If the guide sign does not include a route shield, the maximum size of the pictograph shall not exceed four times the letter height of the legend.

Other graphics that specifically identify the wayfinding system, including enhancement markers, may be used on the overall signing assembly and sign posts.

TASK 4: DEVELOP DESIGNS FOR SPECIFIC PROPOSED RECOMMENDATIONS

DURATION: 6 Weeks

DESCRIPTION:

Conceptual ideas and input generated in Task 3 will be developed in more detail. These will include improvements to the pedestrian realm, including adequate sidewalks, crosswalks, pedestrian-oriented lighting, and other amenities, improvements that will support local transit, improvements to U.S. 90A that will improve the safety and mobility while supporting economic development, proposed mixed-use and infill/redevelopment areas, streetscapes, signage, design guidelines, development regulations, and public policies.

METHODOLOGY:

This phase of work consists of detailed design work on preferred alternatives and recommendations. We will focus on creating detailed recommendations for public realm improvements, land use recommendations and an architectural vocabulary and typology that will ensure the coherence and character of the neighborhood.

4.1: In-house workshops to scrutinize concepts from Task 3 and develop specific solutions and tools in accord with project goals.

- Clearly identify the critical projects and the elements that developed in detail
- Identify leaders and organizations critical to project realization
- Identify areas of further research / outreach

4.2: Create mixed-use and identify infill development areas

- Plan of proposed mixed-use solutions in study area
- Toolbox of development types and typologies for study area
- Identify Funding Sources
- Identify Catalytic Projects

4.3: Create and modify plans, sections, sketches that establish vision for the public realm within study area

- Develop transportation plan
- Develop streetscape improvements to encourage pedestrian and bike activity
- Develop open space proposals
- Develop program of amenities in the Public Realm to strengthen sense of place

4.4: Develop signage, wayfinding and public art opportunities

4.5: Client Meeting

TASK 5: DEVELOP IMPLEMENTATION PLAN FOR PROPOSED RECOMMENDATIONS

DURATION: 8 Weeks

DESCRIPTION:

Create an overall project implementation plan that prioritizes projects based on impact and feasibility; identify funding strategies for housing, and other projects and map policy recommendations that may facilitate plan realization. Identify leadership and stakeholders instrumental to achievement of overall and individual projects.

METHODOLOGY:

Based on information gathered throughout the study, a phased implementation will be envisioned and mapped. Each phase for both public realm and land development projects will be coordinated with public and/or private funding sources and strategies. Pro-forma costs for projects will be developed and gaps in funding will be identified. A project Matrix will be created to cross reference inter-related investments.

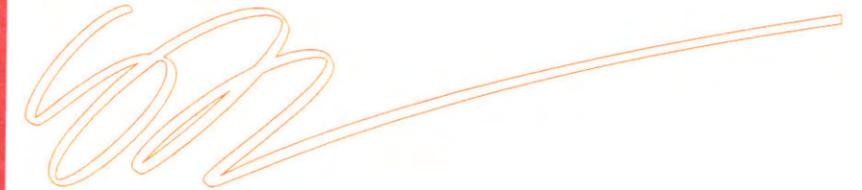
City Wayfinding Program Design Intent Drawings

September 29, 2006

Bryan and College Station

Bryan and College Station, TX

Prepared by



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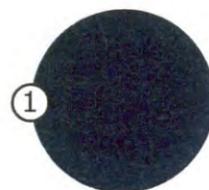
All ideas, designs, arrangements and plans indicated or represented by these drawings are owned by, and property of Bryan-College Station and Corbin Design and were created, evolved and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of Corbin Design and Bryan-College Station.

These drawings are considered design-intent and are not for construction. Written dimensions on these drawings have precedence over scaled dimensions. The further development and engineering of the design-intent drawings is expected to be shown in the Fabricator's submitted shop drawings. Contractors shall verify and be responsible for all dimensions and conditions on the job. Corbin should be notified of any variations from the dimensions and conditions shown by these drawings prior to the execution of any work, including changes to graphic designs or typography.

Colors, Symbols, Typography

Date	Notes
1 09.18.06	Design Release 1

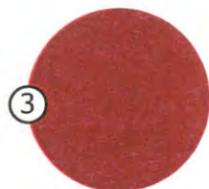
Colors



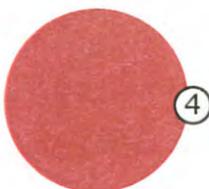
Blue



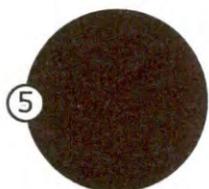
Light Blue



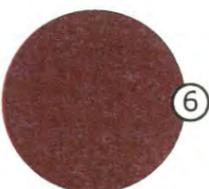
Red



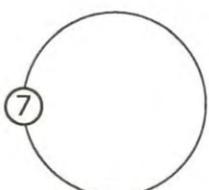
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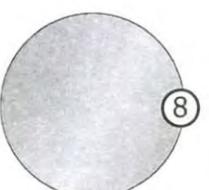
Burgundy



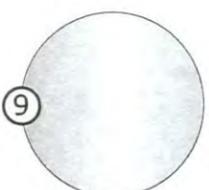
Light Burgundy



White

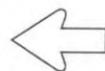


Silver



Galvanized Clearcoat

Symbols



DOT Arrow



Public Parking



Generic Medallion
color scheme to match district



Generic Medallion, small
color scheme to match district



Welcome Medallion
color scheme to match district



Bryan Medallion



College Station Medallion



Texas A&M Medallion

Typography

Clearview Highway 2-B

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm

Nn Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz

1234567890

The **Clearview Highway** font family is the wayfinding typeface used in this System. It is used for destination names and informational text on signage.

Capitals

AA BB CC DD EE FF GG HH II JJ KK LL MM

NN OO PP QQ RR SS TT UU VV WW XX YY ZZ

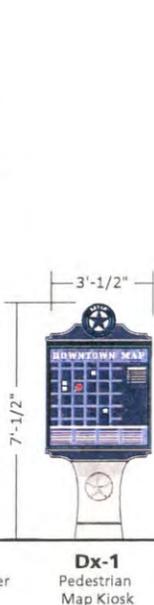
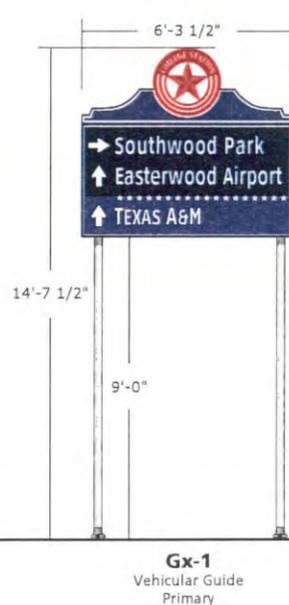
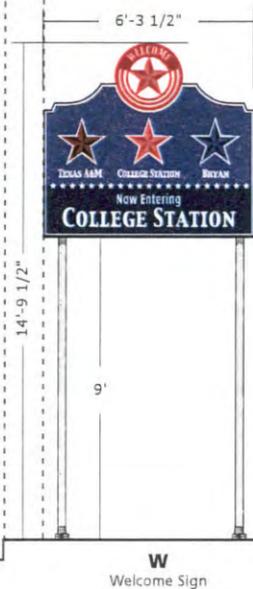
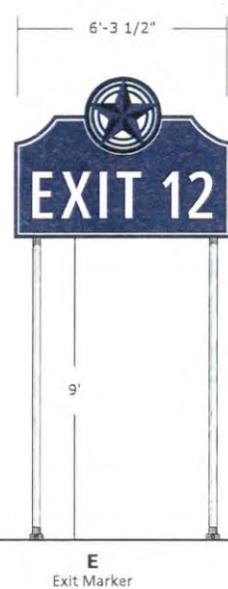
1234567890

The **Capitals** font is one of two decorative fonts used in this System. It is used to add visual interest to text that is not critical for wayfinding.

Wayfinding Sign Family

Date	Notes
1 09.18.06	Design Release 1

All sign types are to be located such that no less than 18" horizontal clearance is left between the curb face and the nearest edge of the sign body.



Gx-1
Vehicular Guide, Large

Date	Notes
1 09.14.06	Design Release 1

Color Palette

1 Blue	2 Light Blue	3 Red
4 Light Red	5 Burgundy	6 Light Burgundy
7 White	8 Silver	9 Galvanized Clearcoat

Scale

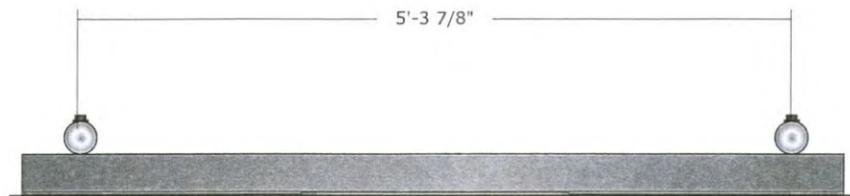
3/4" = 1'-0"

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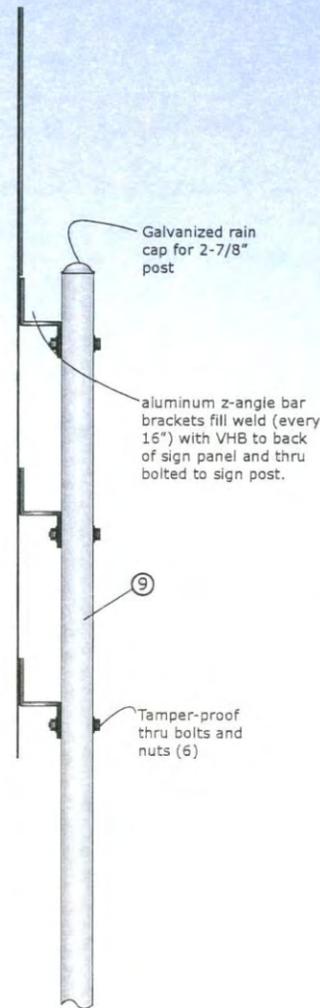


(B) Top View

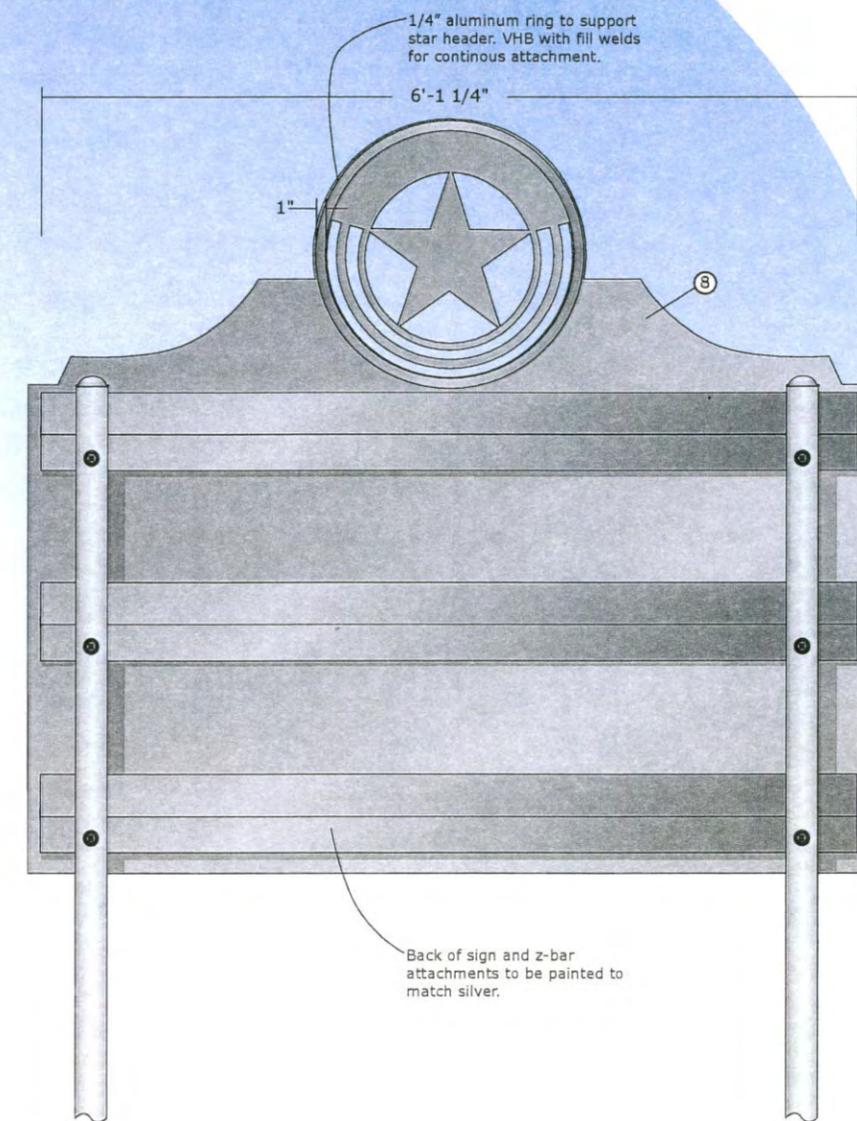


(A) Elevation

Scale: 3/4"=1'-0"



(C) Side View



(D) Back View

Gx-2
Vehicular Guide, Small

Date	Notes
1 09.14.06	Design Release 1

Color Palette

1 Blue	2 Light Blue	3 Red
4 Light Red	5 Burgundy	6 Light Burgundy
7 White	8 Silver	9 Galvanized Clearcoat

Scale

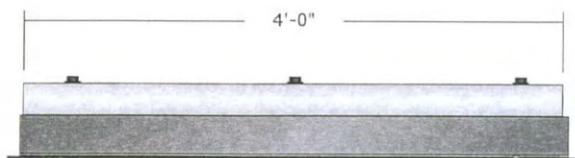
3/4" = 1'-0"

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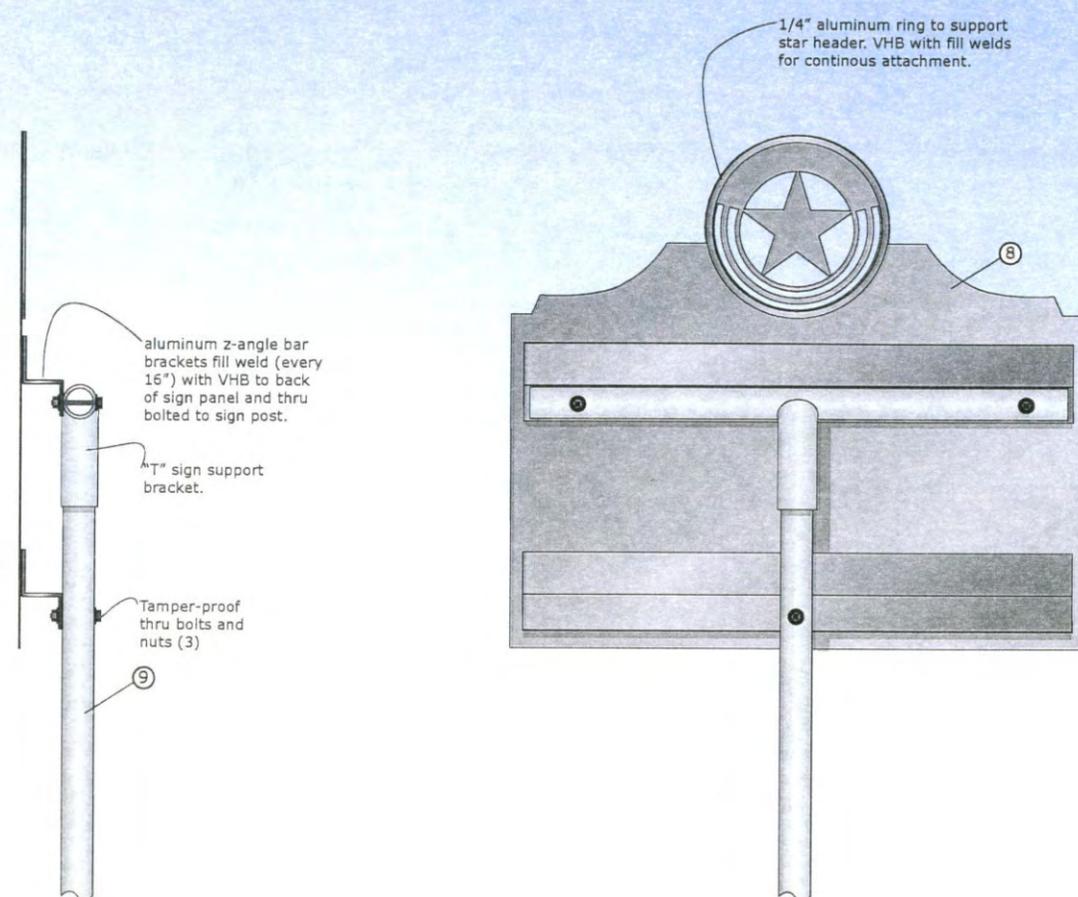


(B) Top View



(A) Elevation

Scale: 3/4"=1'-0"



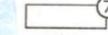
(C) Side View

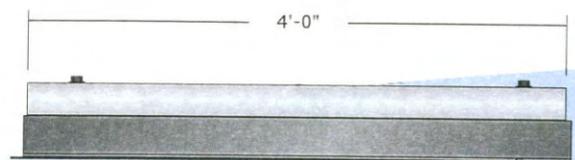
(D) Back View

Gx-3
 Vehicular Trailblazer

Date	Notes
1 09.14.06	Design Release 1

Color Palette

 1 Blue	 2 Light Blue	 3 Red
 4 Light Red	 5 Burgundy	 6 Light Burgundy
 7 White		

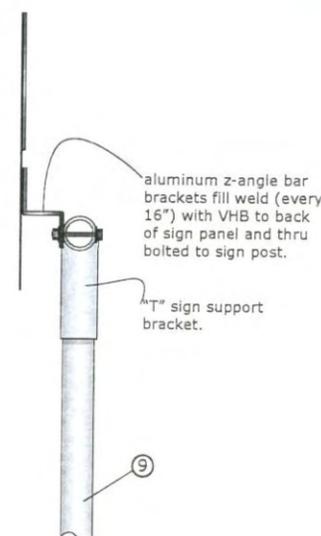


(B) Top View

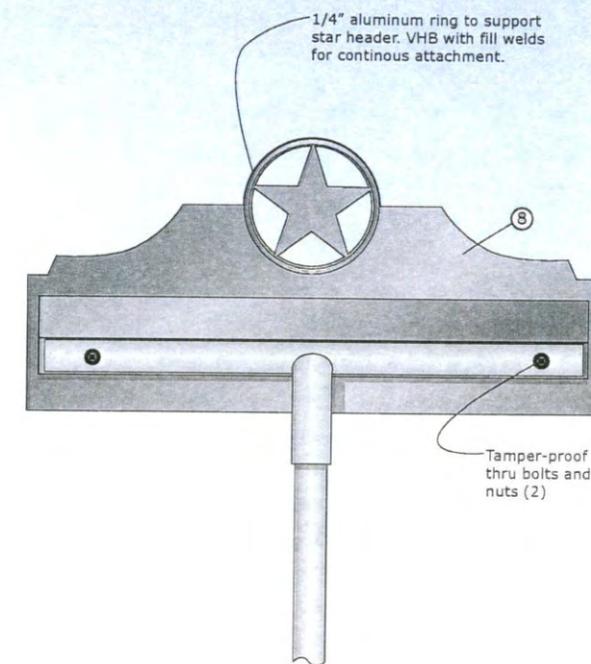


(A) Elevation

Scale: 3/4"=1"-0"



(C) Side View



(D) Back View

Scales

3/4" = 1'-0"

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E
Exit Marker Sign

Date	Notes
1 09.14.06	Design Release 1

Color Palette

1 Blue	2 Light Blue	3 Red
4 Light Red	5 Burgundy	6 Light Burgundy
7 White	8 Silver	9 Galvanized Clearcoat

Scale

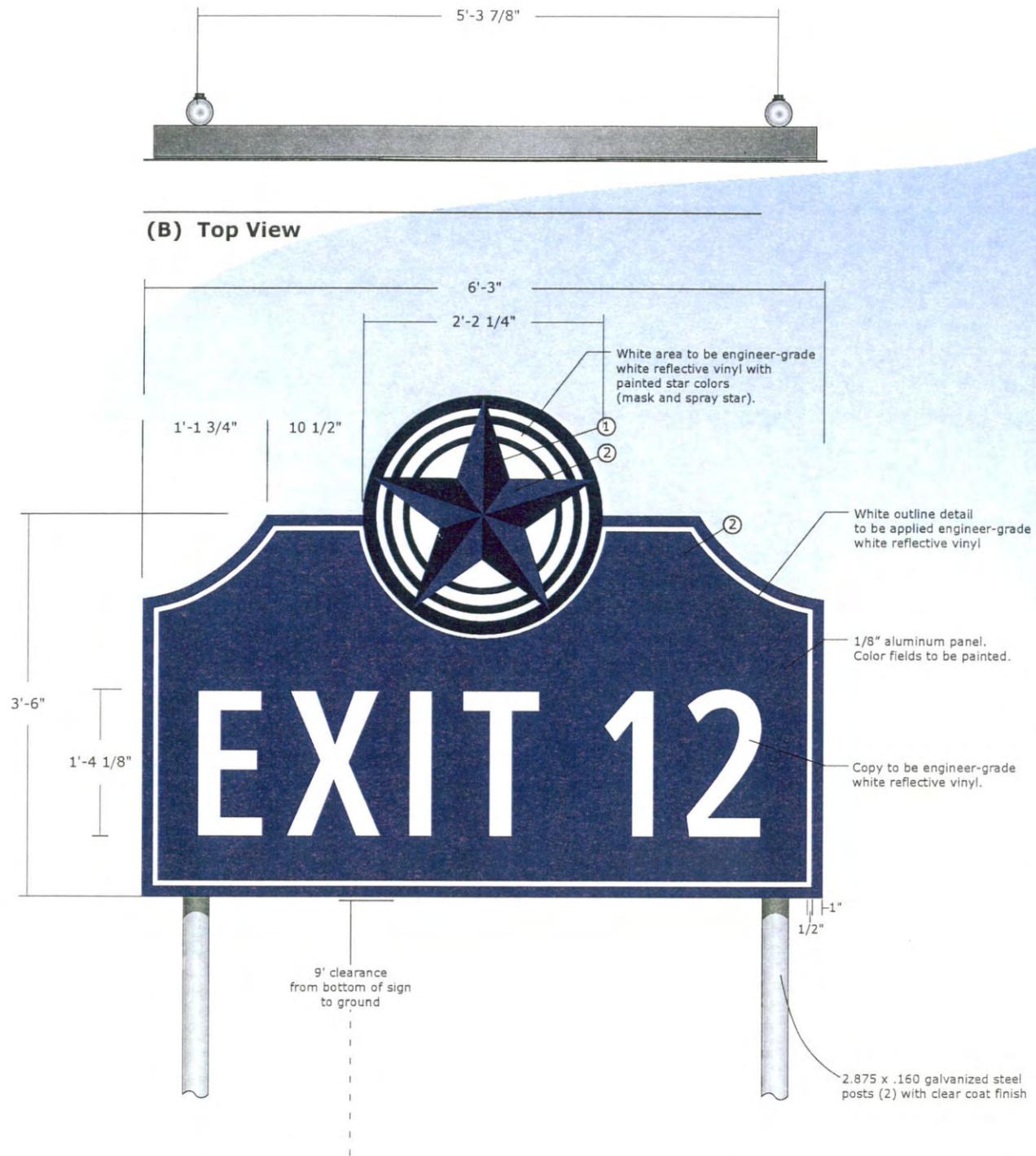
3/4" = 1'-0"

Master Signage Program

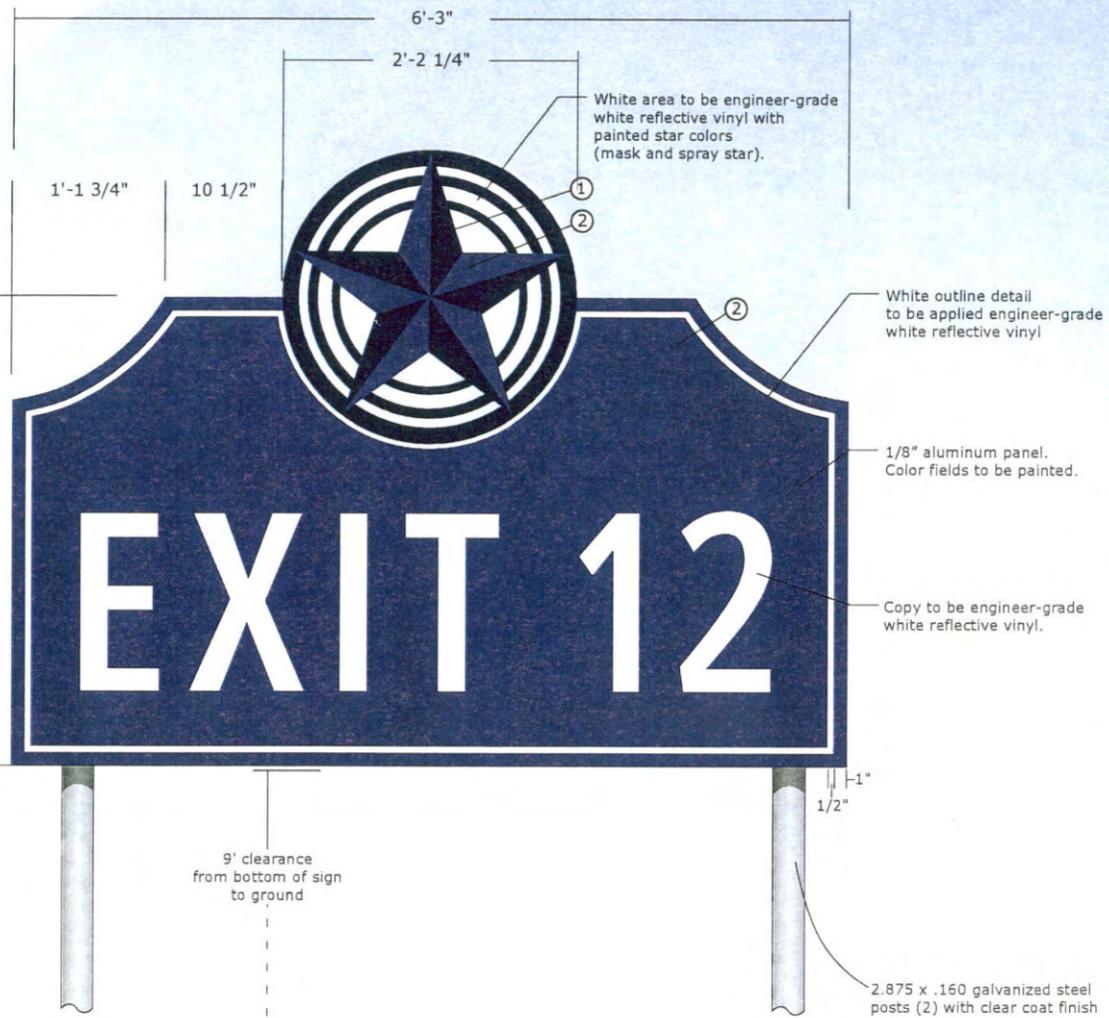
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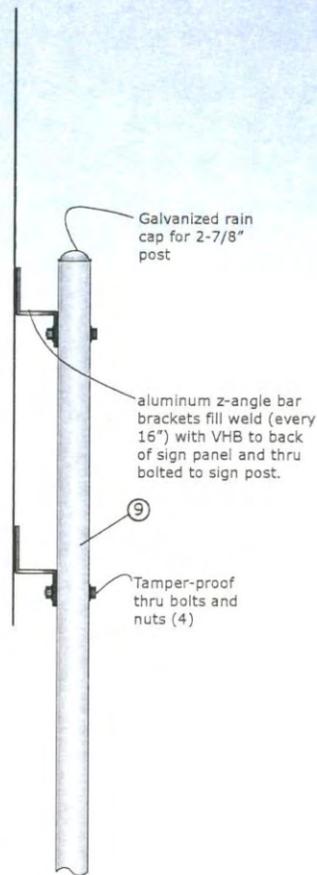
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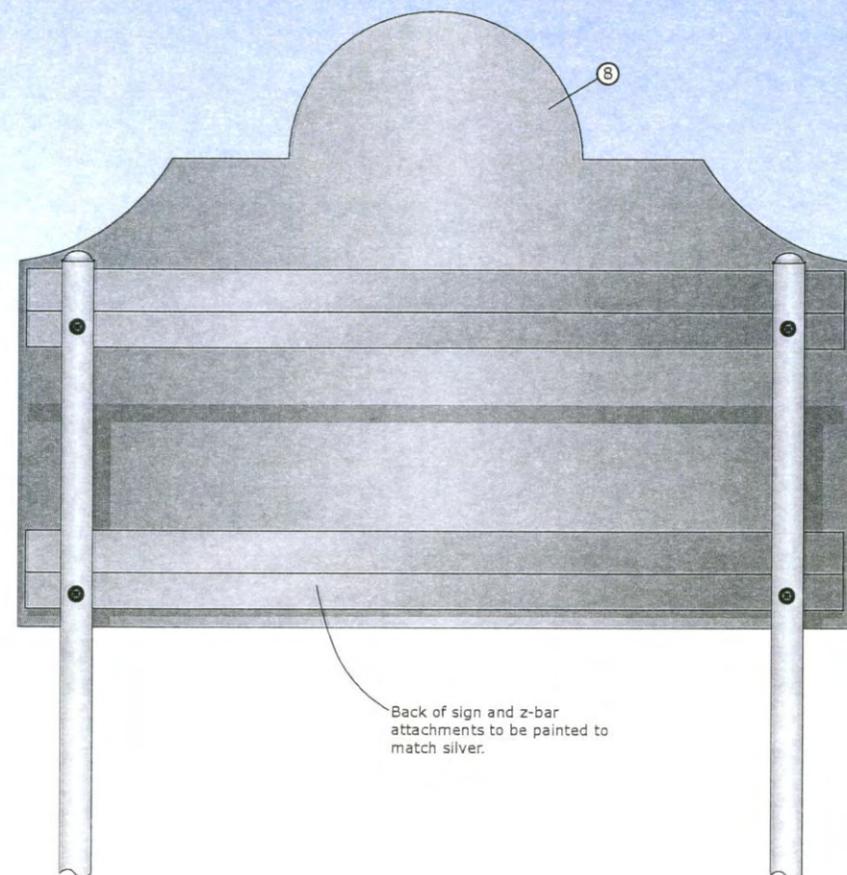
(B) Top View



(C) Side View



(D) Back View



(A) Elevation

Scale: 3/4"=1'-0"

W
System Welcome Sign

Date	Notes
1 09.14.06	Design Release 1

Color Palette

1 Blue	2 Light Blue	3 Red
4 Light Red	5 Burgundy	6 Light Burgundy
7 White	8 Silver	9 Galvanized Clearcoat

Scale

3/4" = 1'-0"

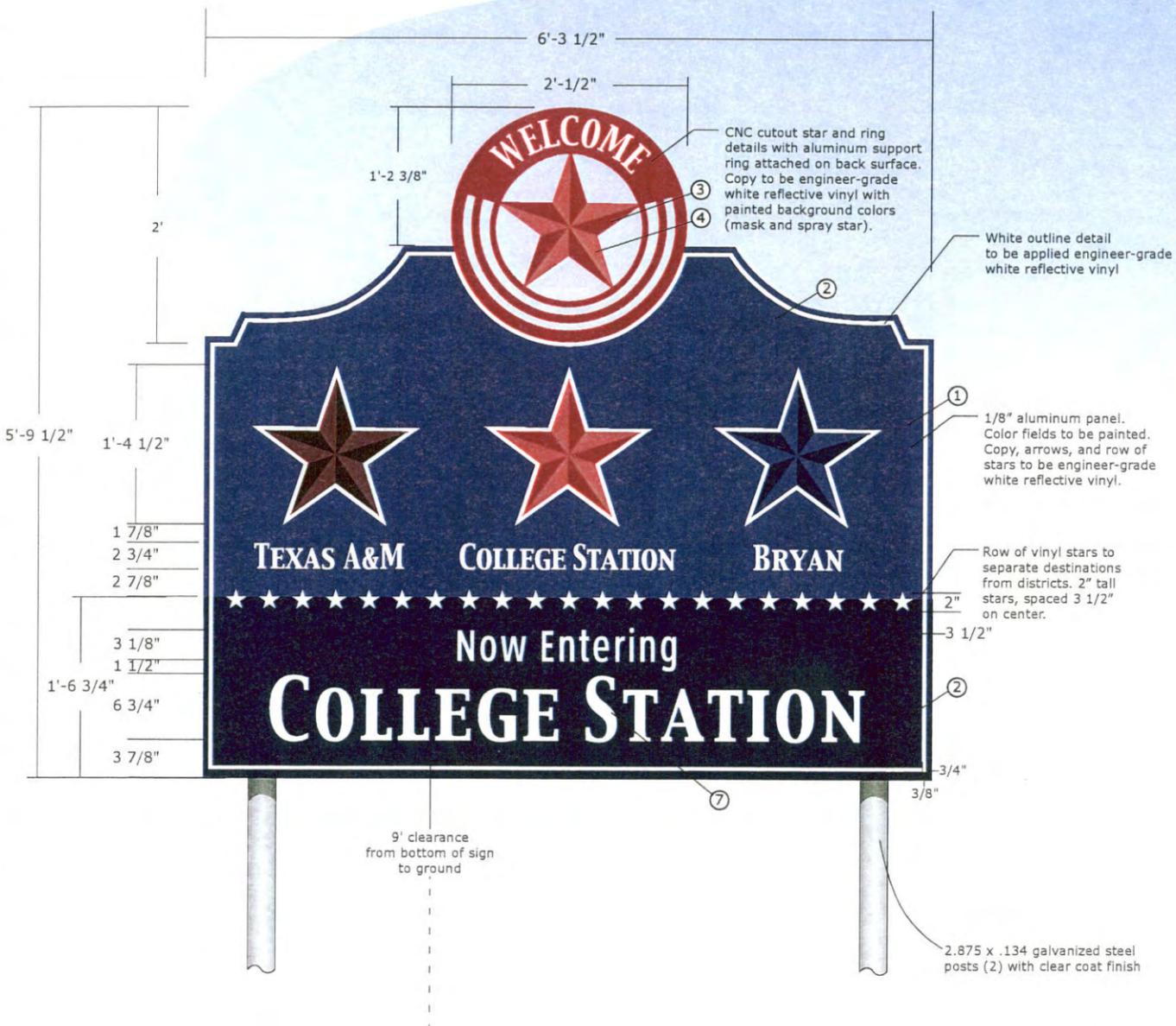
Master Signage Program

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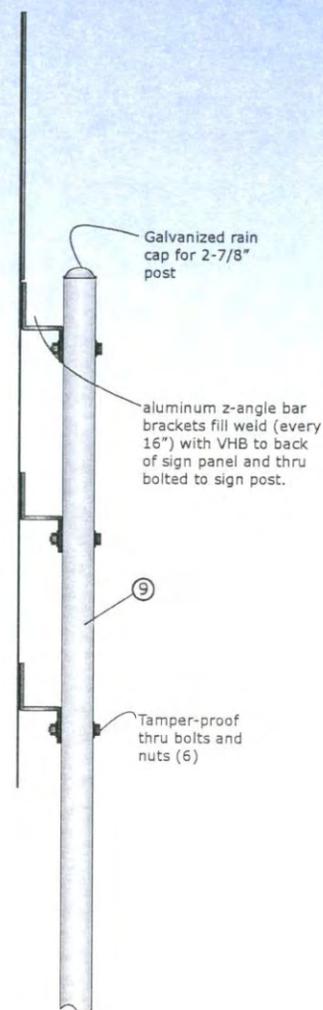


(B) Top View

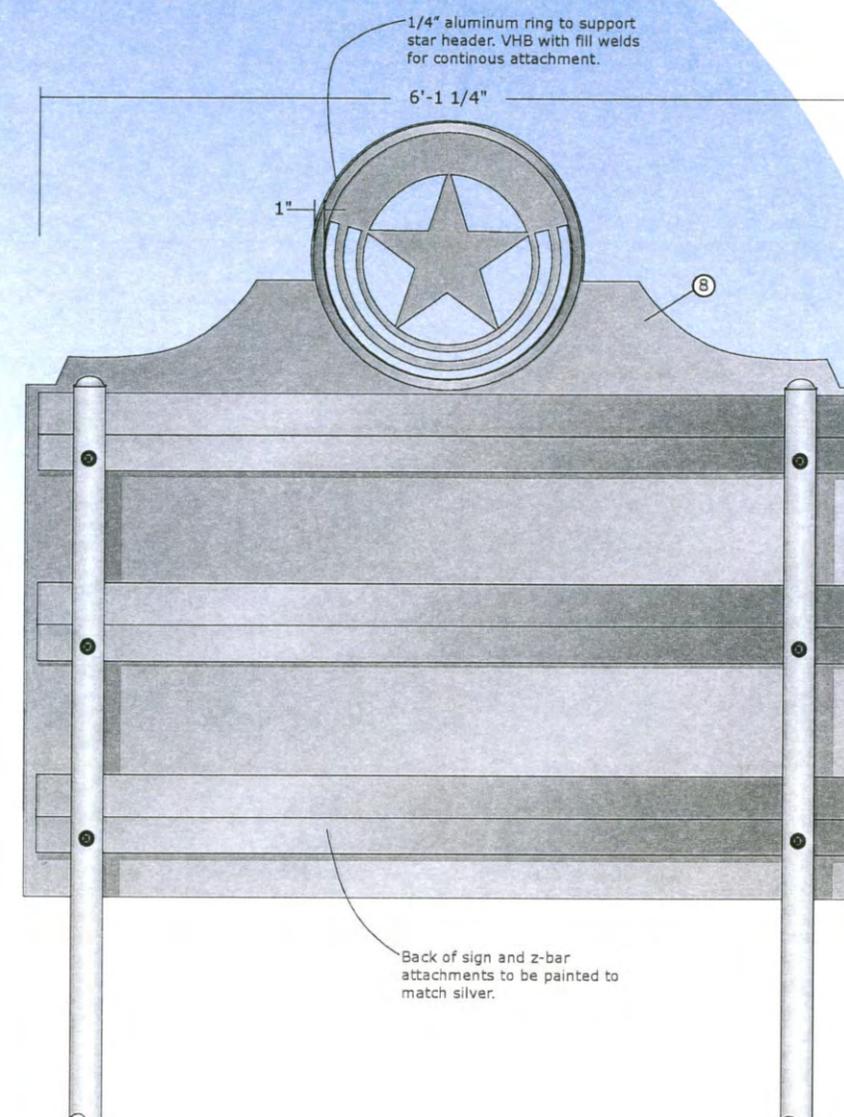


(A) Elevation

Scale: 3/4"=1'-0"



(C) Side View



(D) Back View

Ix-1
Parking Identifier,
Freestanding

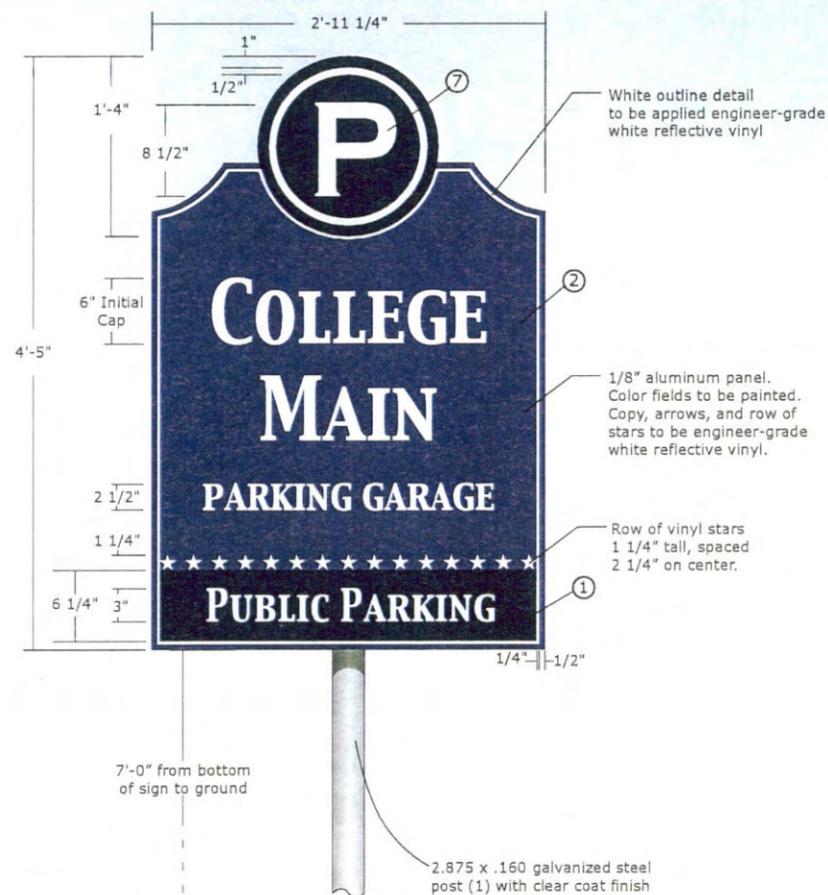
Date	Notes
1 09.14.06	Design Release 1

Color Palette

 1	 2	 3
 4	 5	 6
 7	 8	 9

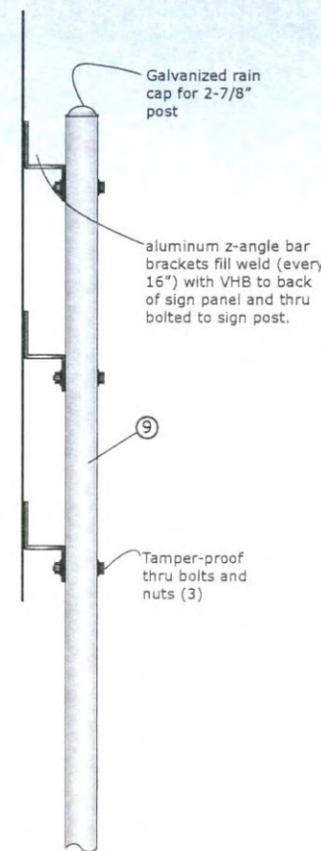


(B) Top View

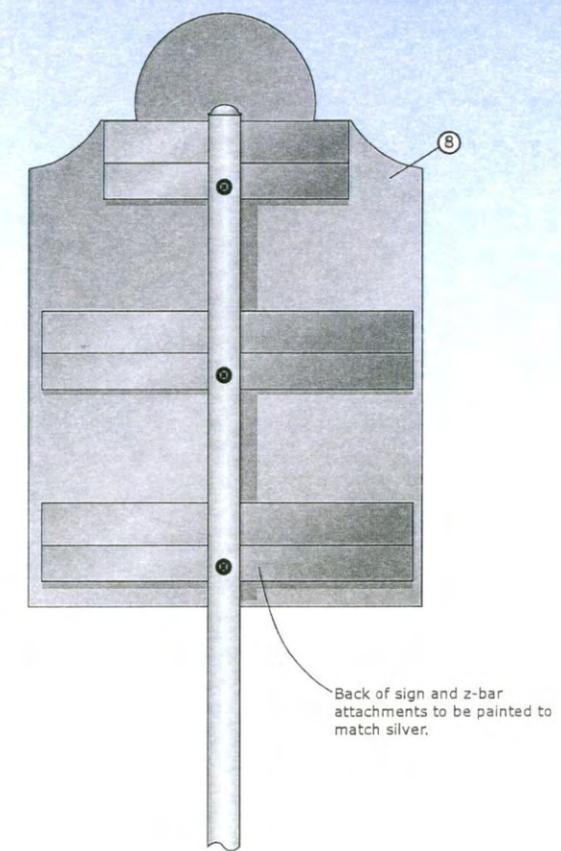


(A) Elevation

Scale: 3/4" = 1'-0"



(C) Side View



(D) Back View

Scale

3/4" = 1'-0"

Master Signage Program

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Ix-2
Texas A&M Parking Identifier, Freestanding

Date	Notes
1 09.14.06	Design Release 1

Color Palette

1 Blue	2 Light Blue	3 Red
4 Light Red	5 Burgundy	6 Light Burgundy
7 White		

Scale
3/4" = 1'-0"

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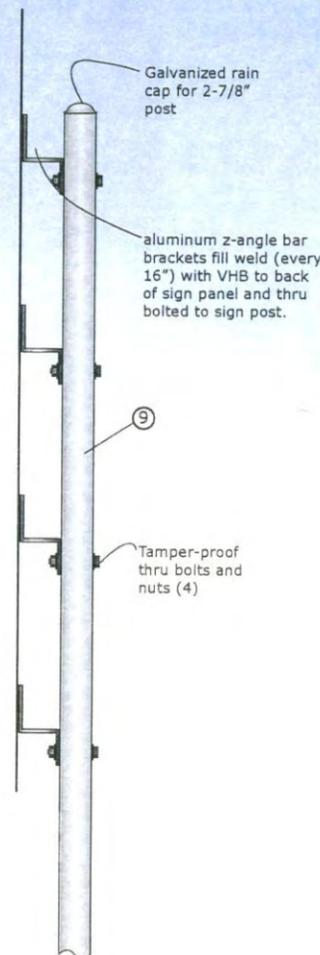


(B) Top View

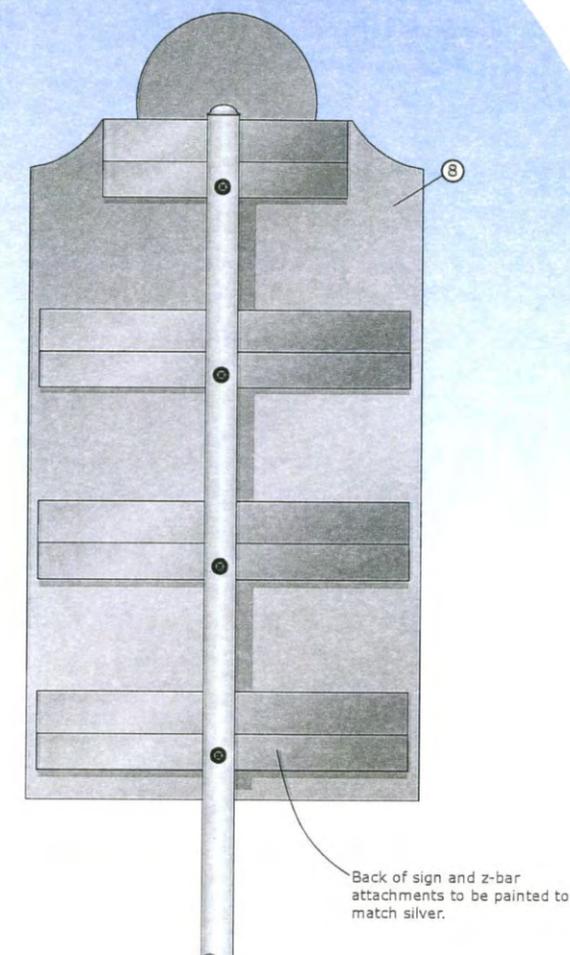


(A) Elevation

Scale: 3/4" = 1'-0"



(C) Side View



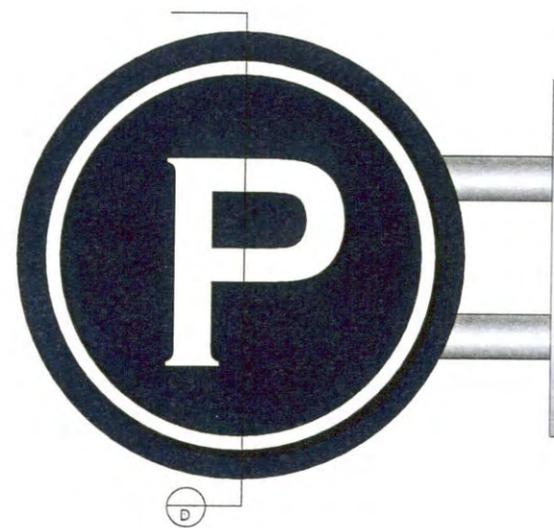
(D) Back View

Document

Ix-3
Parking Identifier,
Wall Mounted

Date	Notes
1 09.14.06	Design Release 1

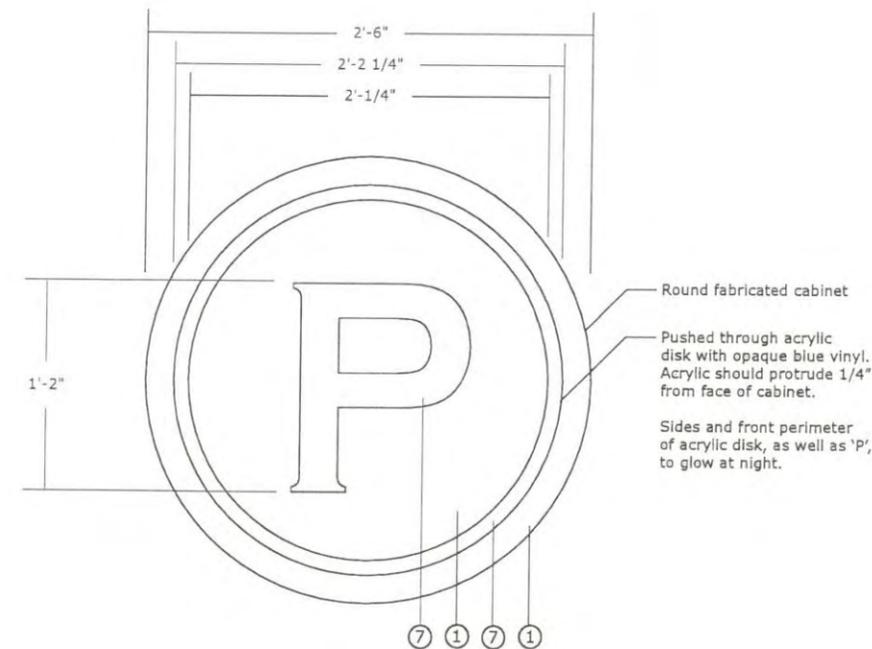
Color Palette



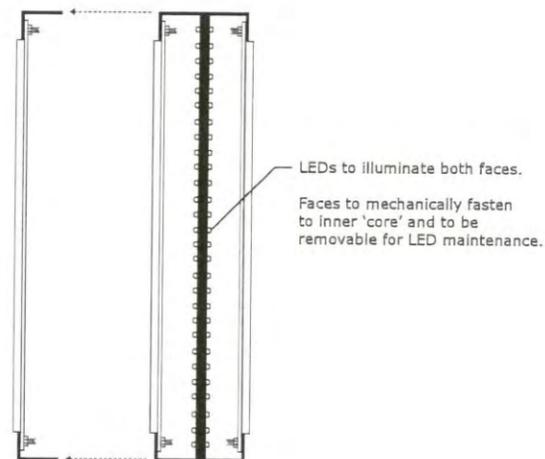
(A) Elevation Scale: 1"=1'-0"



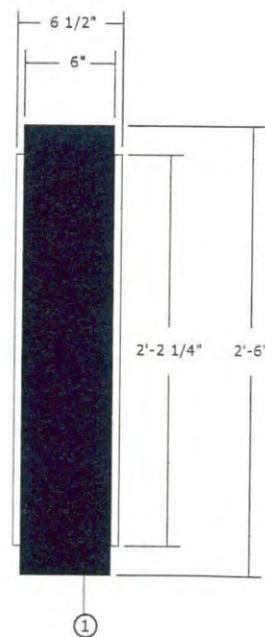
(B) Illumination Scale: 1"=1'-0"



(C) Specification Scale: 1"=1'-0"



(D) Section Scale: 1"=1'-0"



(E) Side View Scale: 1"=1'-0"

Scale

1" = 1'-0"

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Dx-1
Pedestrian Map, Freestanding

Date	Notes
1 09.14.06	Design Release 1

Color Palette

		
Blue	Light Blue	Red
		
Light Red	Burgundy	Light Burgundy
		
White		

Scale

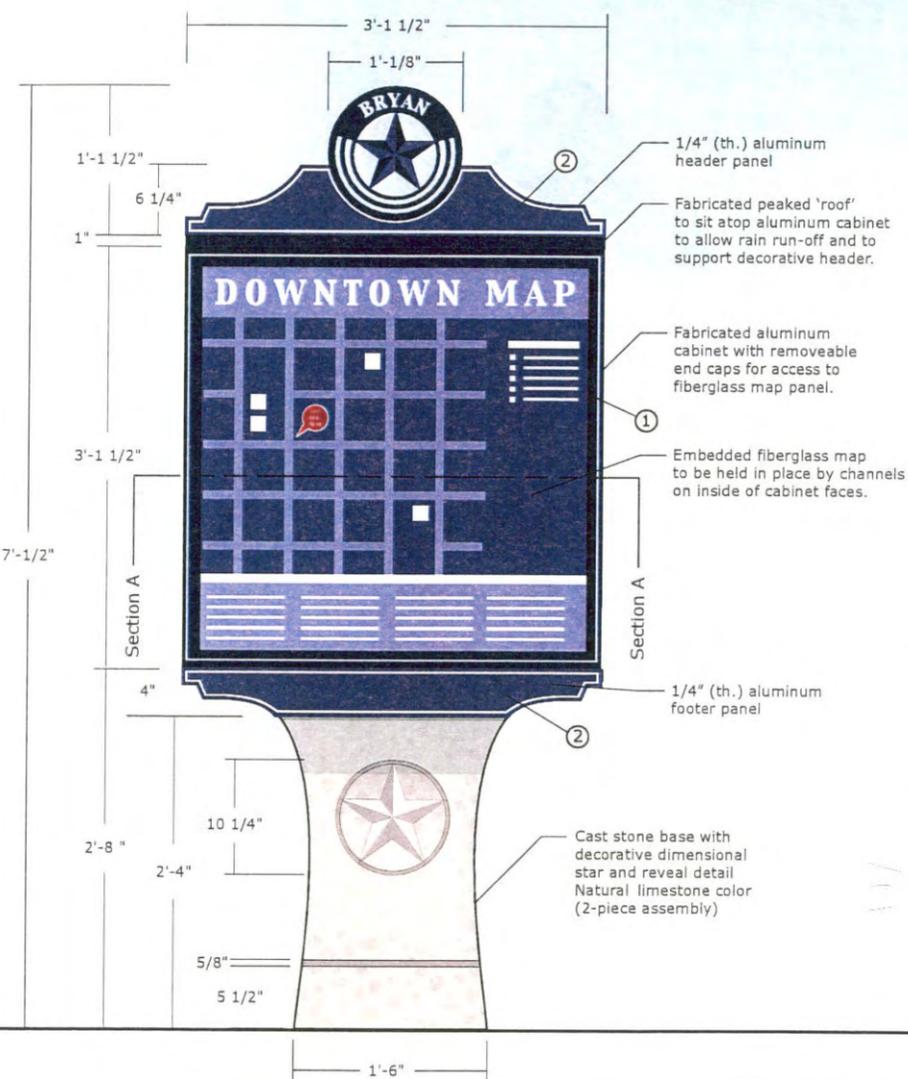
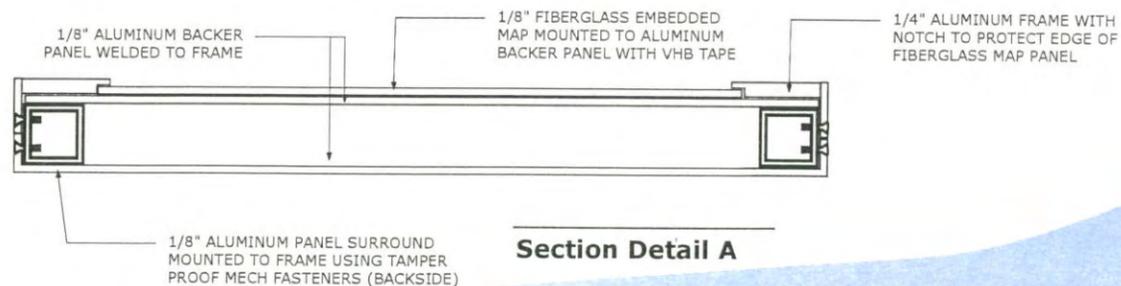
3/4" = 1'-0"

Master Signage Program

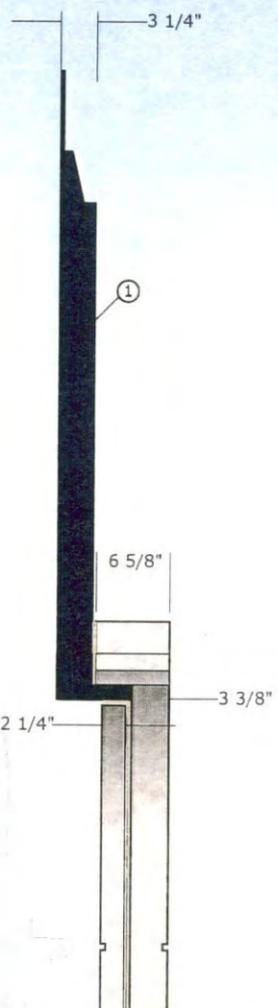
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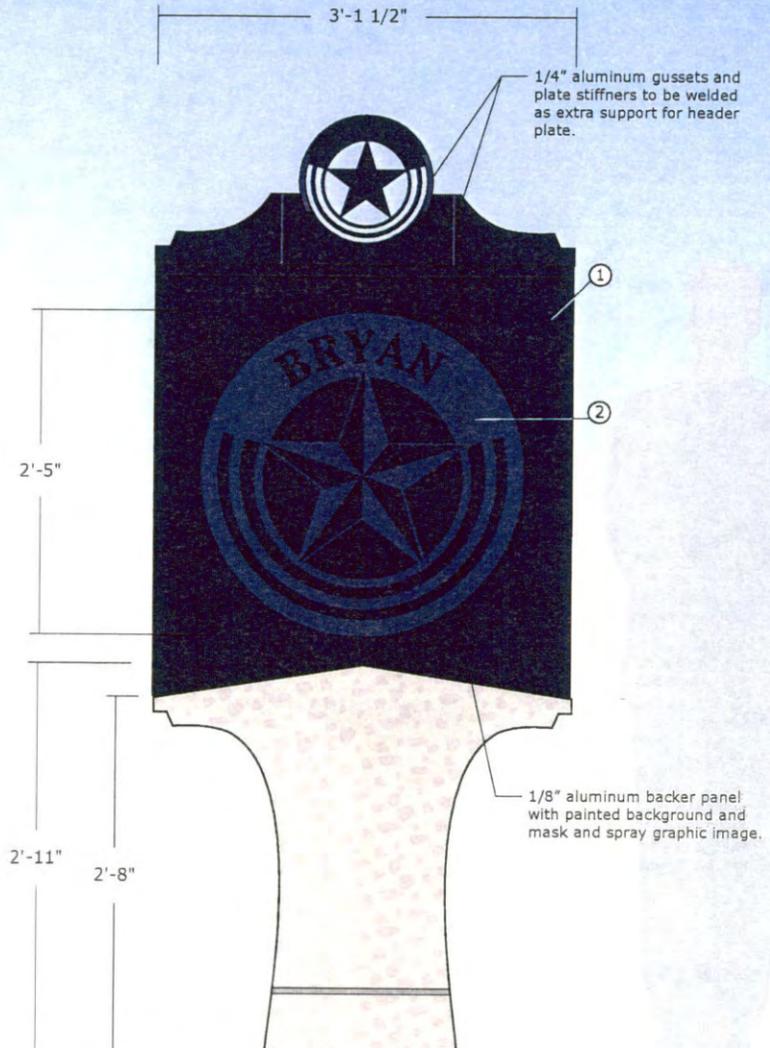
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(A) Elevation Scale: 3/4"=1"-0"



(B) Side View

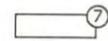


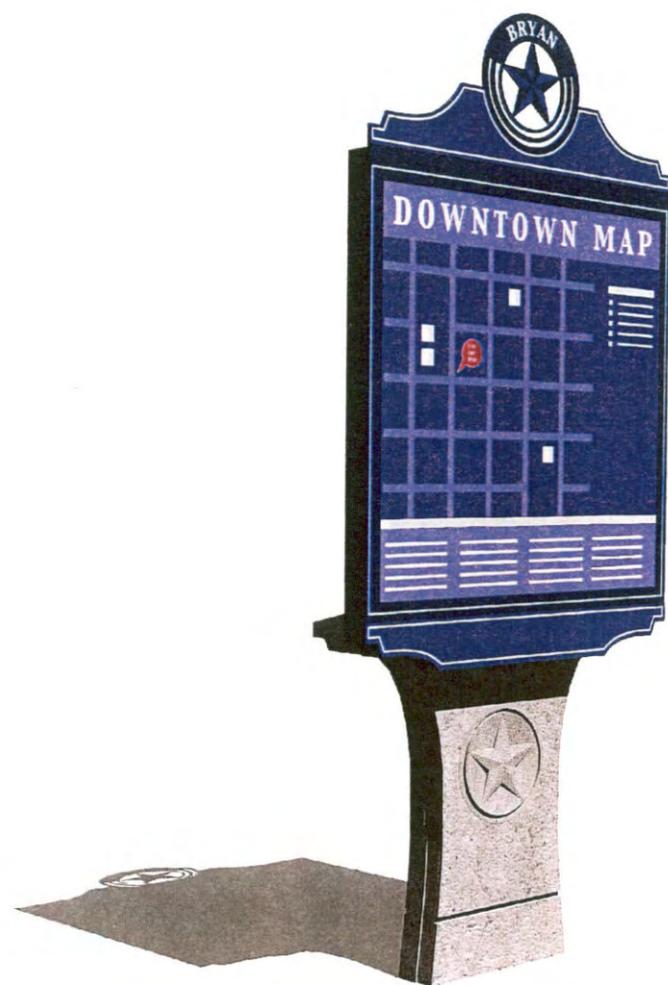
(C) Back View

Dx-1
Pedestrian Map, Freestanding

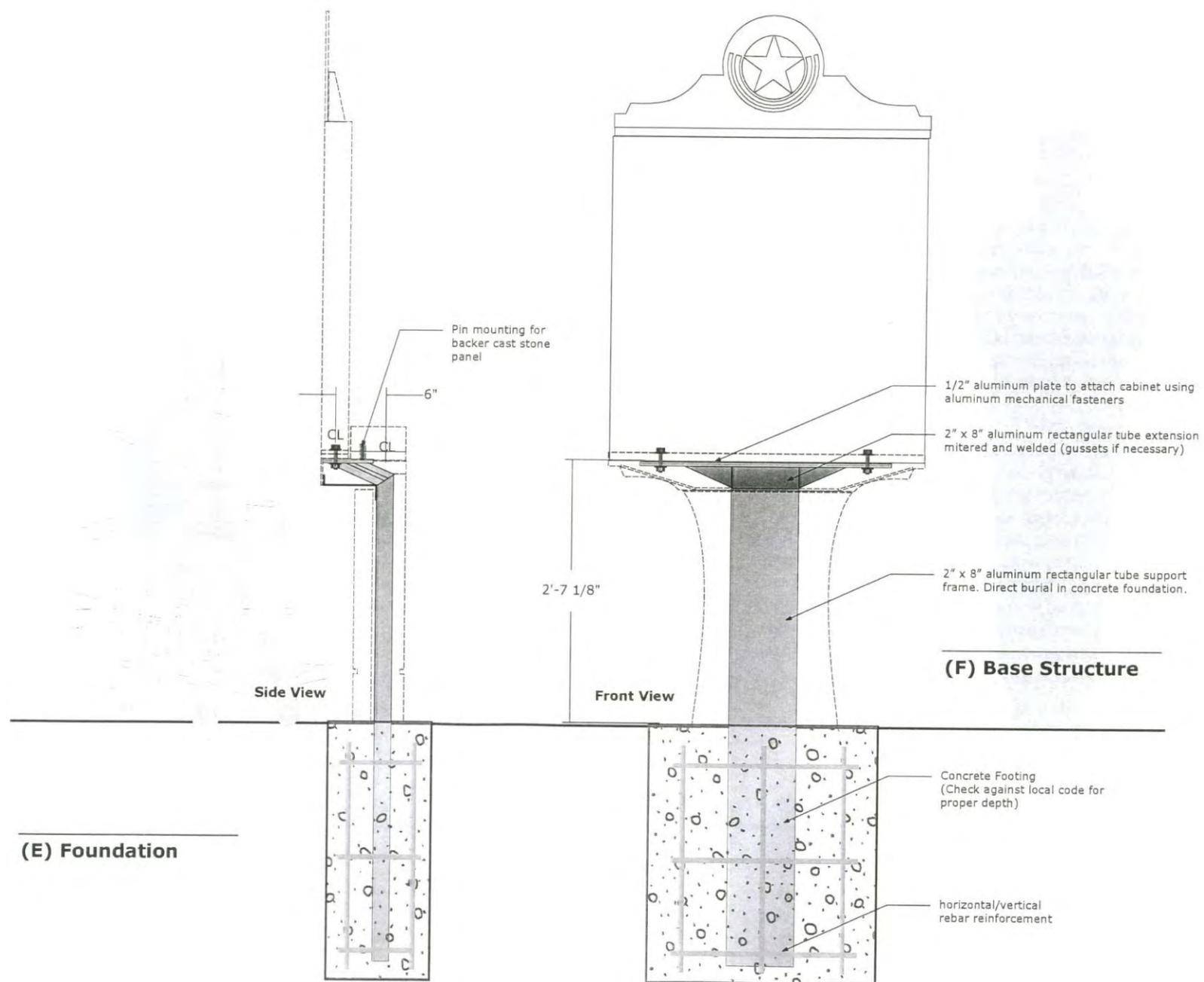
Date	Notes
1 09.14.06	Design Release 1

Color Palette

 1 Blue	 2 Light Blue	 3 Red
 4 Light Red	 5 Burgundy	 6 Light Burgundy
 7 White		



(D) Perspective



(E) Foundation

Scale

3/4" = 1'-0"

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Base Specifications Breakaway

Date	Notes
1 09.14.06	Design Release 1

Color Palette



Scale

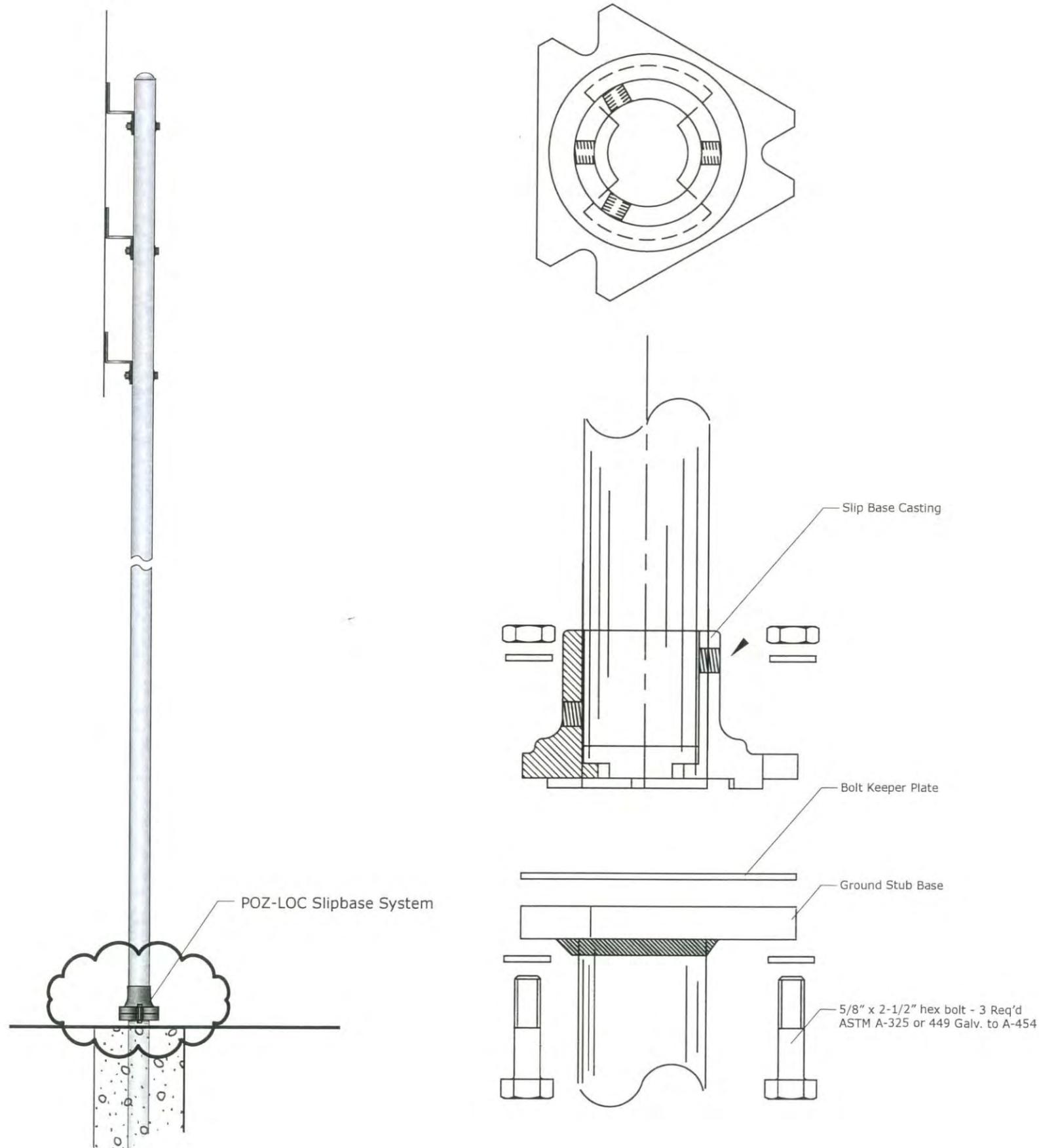
3/4" = 1'-0"

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Installation of Slipbase System

1. Drill or dig hole with a minimum width of 12 inches to the depth called for in the standards or 42 inches minimum.
2. Fill the hole with a structural concrete having a minimum of 2000 lb yield or as required by the standards
3. Insert a 10 inch, # 4 or # 5 rebar through the hole located in the center of the stub, center the stub in the hole and press it down until the stub triangle plate is a maximum of 3 inches from the ground line. Level the base making sure it does not drift off level. Let the concrete cure before placing a sign on the base.
4. Place bolt keeper plate on top of ground stub. Place set screw casting on top of keeper plate and align with ground stub slots. With a washer on the 5/8" x 2 1/2" hex bolt, insert it up thru the ground stub base, keeper plate and upper casting. Put a 5/8" hex nut and washer on bolt and hand tighten. Do this with the other two 5/8" x 2 1/2" hex bolts. Using a torque wrench set at 60 ft/lbs with a 1-1/8" socket and 1-1/8" wrench tighten the three bolts. The torque wrench should start at the center of the bolt and pull toward the base to avoid tearing the retainer plate. Tighten all three bolts to 60 ft/lbs then check the first bolt again to make sure it did not shift. The casting is now in place for the post.
5. Attach the sign to the post using 2 7/8" clamps as per DOT standards. Lift and insert the post into the casting. Align the sign facing traffic. The casting has three (3) set screws high and one (1) lower on the casting. Insert and tighten the two (2) high set screws located on each side of the lower set screw to a minimum of 60 ft/lbs. (60 - 80 is normal) Drill a 1/2" hole in the center of the lower set screw hole through the post. Insert and tighten the lower shouldered set screw to a minimum of 60 ft/lbs. Now insert and tighten the 3rd top set screw to a minimum of 60 ft/lbs. Installation of post is now complete.

POZ-LOC and POZITUBE traffic post systems are made by Northwest Pipe Company
Traffic Systems
6307 Toledo St.
Houston, TX 77008
800 369-5009
Customer Service Agent - **Larry Peak** lpeak@nwpipe.com



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
8	Walsh Road Industrial Park Development Agreement Amendment Discussion

ITEM/MOTION

Review and discuss amending the Walsh Road Industrial Park Development Agreement, and the Rosenberg Development Corporation may take action as necessary.

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

Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:**MUD #:** N/A

1. Walsh Road Industrial Park Development Agreement – 09-23-13
2. Indermuehle Correspondence – 08-21-14

APPROVALS

Submitted by:

Randall Malik
Economic Development
Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

The Developer of the Walsh Road Industrial Park has requested an extension of six months to extend utilities to the Industrial Park. The current development agreement requires infrastructure to be completed for the project by December 31, 2014.

**WALSH ROAD INDUSTRIAL PARK
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT by and among the ROSENBERG DEVELOPMENT CORPORATION, a Type B economic development corporation (the "RDC"); and Walsh Road Industrial Park, Ltd., a Texas Limited Partnership (referred to as the "Developer"), entered into on this 26th day of September 2013 for the purpose of developing the Walsh Road Business Park, an industrial and distribution business park.

WHEREAS, Developer is the owner of approximately ^{24.219} ~~A~~ acres of land in the corporate limits of the City of Rosenberg, Texas, more fully described by legal instrument marked as Exhibit "A," attached hereto and incorporated herein for all purposes ("Property");

WHEREAS, the Developer is required to construct certain drainage, water and sewer utilities, and cause the installation of electrical service for the Property to encourage and promote the development of an industrial and distribution business park on the Property, thereby enhancing and stimulating business and commercial activity in the City of Rosenberg;

WHEREAS, pursuant to the Development Corporation Act, Chapters 501 and 505, Texas Local Gov't Code, the City has created the RDC in order to assist with the development or operation of an economic development program;

WHEREAS, the RDC has agreed to provide financial assistance for certain infrastructure improvements including streets and roads, water and sewer utilities, drainage, and related public improvements on the Property, necessary to promote or develop new or expanded business enterprises, all in accordance with Section 501.103, Texas Local Gov't Code;

WHEREAS, the Developer has agreed, in exchange and as consideration for reimbursement of the funding for the construction of certain infrastructure improvements to satisfy and comply with certain terms and conditions; and

WHEREAS, the RDC and the Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the RDC by expanding the tax base of the City, increasing employment and promoting economic development.

equipment intended to create and maintain a minimum of five (5) primary jobs as generally shown in the plan included as Exhibit "D". The Developer may make such adjustments to the plan shown as Exhibit "D" without constituting an amendment to this Agreement, as long as any such change continues to provide buildings, facilities and infrastructure consistent with the intent of this Agreement.

5. **Promotion of Business Park.** In order to promote of the Project, the Developer agrees to erect a sign promoting the business park on Walsh Road. In order to maintain an attractive appearance to the Project, the Developer agrees to landscape the entrance to the Project and cause the POA to maintain the entrance to the Project, right-of-way on Walsh Road included in the Project, and common areas in the Project.
6. **Default of this Agreement.** An "Event of Default" under this Agreement shall occur upon the failure of either party hereto to timely and fully perform or comply with any of the terms and conditions of this Agreement. If performance requirements of this Development Agreement are not met in accordance with Section 501.158(b)(2), Texas Local Government Code, the Developer shall reimburse all amounts advanced by the RDC for the Public Improvements with interest at the rate equal to the 90 day Treasury Bill plus ½% per annum, within 120 days after the RDC notifies the Company of the violation. However, with respect to any breach of this Agreement, which may be cured by the payment of money, an Event of Default shall not occur (a) until the defaulting party has received written notice of such default and has not completely and fully cured such default within ten (10) working days after receipt of such written notice from any source, and (b) with respect to any other breach of this Agreement, an Event of Default shall not occur until the defaulting party has received written notice of such default and has not cured such default within thirty (30) calendar days (or, if such default is not susceptible of being cured within such thirty (30) day period, such additional period of time as may be reasonable to cure such default, provided that the defaulting party initiates the cure of such default in such thirty (30) calendar day period and thereafter continuously and diligently, by using its commercially reasonable efforts, prosecutes the cure of such default to completion). If an Event of Default occurs, the non-defaulting party shall be entitled to pursue any and all remedies available at law or in equity, which remedies shall be cumulative and not exclusive.
7. **Separate Status.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties

INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE RDC OR THEIR OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.

E. **Miscellaneous Provisions.**

- a. Actions Performable. The RDC and the Developer agree that all actions to be performed under this Agreement are performable solely in Fort Bend County, Texas.
- b. Assignability. Performance by Developer under the terms and conditions of this Agreement are deemed personal and, as such, any attempt to convey, assign or transfer those duties and obligations without the prior written approval and consent by RDC are void; provided, however, Developer shall be authorized to assign or transfer its rights, duties and obligations under this Agreement to an affiliate of Developer under common ownership and control. Developer may assign its right to receive any payments under this Agreement, but not its duties or obligations, to Developer's financial lenders of this Project without the consent of the RDC and the RDC agrees to execute estoppel certificates (in a form reasonably acceptable to the RDC) reasonably required by such financial lenders regarding the status of this Agreement.
- c. Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- d. Complete Agreement. This Agreement represents the complete Agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.
- e. Exhibits. All exhibits attached to this Agreement are incorporated herein reference and expressly made part of this Agreement as if copied verbatim.

improperly addressed or delayed by the courier, provided, however, that should such notice pertain to the change of address to either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

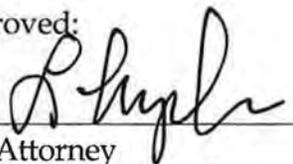
- g. Force Majeure. Any delay or failure in the performance by a party under this Agreement shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure means acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other parties were timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- h. Forum Selection. This Agreement and the relationship between the RDC and Developer shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the RDC and Developer shall exclusively be the appropriate court in Fort Bend County, Texas. Developer specifically consents to and waives any objections to, in personam jurisdiction in Fort Bend County, Texas.

F. Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Development Agreement are true and are adopted and made a part of the body of this Agreement, binding the parties hereto, as if the same were fully set forth herein.

G. Representation of Authority. The RDC represents and warrants to the Developer that the RDC is duly authorized and empowered to enter into this Agreement and has the legal authority to reimburse the Developer as provided in this Agreement. The Developer

ROSENBERG DEVELOPMENT
CORPORATION

By: 
Name: Matthew Fielder
Title: Executive Director

Approved:

City Attorney
Date: 9/16/13

DEVELOPER:

By: 
Name: Larry Indermuehle
Title: General Partner for
Walsh Road Industrial Park, Ltd.

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

This Declaration of Covenants, Conditions, Restrictions, and Easements ("Declaration") is made effective as of September 25, 2013, by WALSH ROAD INDUSTRIAL PARK, LTD. ("Declarant"), a Texas limited partnership.

RECITALS:

- A. Declarant is the owner of that certain 24.2119 acre tract of land situated Fort Bend County, Texas, more particularly described on the attached Exhibit "A".
- B. Declarant desires to create and carry out a general and uniform plan for the improvement, development, maintenance, use, and continuation of a business park, known as Walsh Road Industrial Park (the "Park") on the Property, for the mutual benefit of the Owners thereof, on the terms and conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, Declarant, on behalf of itself and its successors and assigns, hereby imposes on the Property the following covenants, conditions, restrictions, and easements:

ARTICLE I.

DEFINITIONS

- 1.1 "Annual Maintenance Charge" shall mean the assessment made and levied against each Owner and such Owner's Parcel or Parcels by the Association in accordance with the provisions of this Declaration.
- 1.2 "Applicable Law" shall mean the laws, rules, ordinances, regulations, and orders of the State of Texas or other Governmental Authority.
- 1.3 "ARC" shall mean the Architectural Review Committee consisting of 3 members, initially appointed by the Declarant. The Declarant may at any time assign its rights to appoint the ARC to a successor by a written instrument filed for record in the Official Records of Real Property Fort Bend County, Texas. Notwithstanding the foregoing, upon formation of the Association, the term "ARC" shall mean and refer to the Board.
- 1.4 "Association" shall mean a Texas non-profit corporation hereafter organized by the Declarant as an owners' association for purposes of enforcing and administration these Restrictions, Maintaining and improving any Common Area or Shared Use Facilities or such other purposes as Declarant may determine, and the successors and assigns of such corporation. Upon organizing the Association, Declarant shall file for record in the Official Public Records of Real Property of Fort Bend County, Texas, an amendment to this Declaration naming the Association.
- 1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association, whether such Board be appointed by Declarant or elected in accordance with the provisions of this Declaration or Bylaws.

1.6 “Industrial Park Sign” shall mean the project identity signs constructed at the entrances to the Park, in the areas shown on the Site Plan, with the name Walsh Road Industrial Park, Ltd.

1.7 “By-laws” shall mean the By-laws of the Association.

1.8 “Common Area” shall mean the Industrial Park Sign areas per section 1.6, and the detention pond constituting a part of the Water Detention and Drainage Facilities as shown on the Site Plan.

1.9 “Common Driveway” shall mean the driveway and related driveway improvements, including paving, curbing, entrances, and exits for motor vehicles and pedestrian access, ingress, and egress on and through adjoining Parcels.

1.10 “Control Period” shall mean the period commencing on the date this Declaration is recorded in the Official Public Records of Real Property of Fort Bend County, Texas and ending on the earlier to occur of (i) the date Declarant no longer owns any Parcel, or (ii) the date Declarant records a document in the Official Public Records of Real Property of Fort Bend County, Texas, which references this Declaration and states that Declarant has assigned its rights under this Declaration to the Association; or (iii) the date Declarant records a documents in the Official Public Records of Real Property of Fort Bend County, Texas, which references this Declaration and states that the Declarant declares this Control Period under this Declaration to be terminated. Declarant having the right to make such declaration and record such document at any time.

1.11 “Declarant” shall mean Walsh Road Industrial Park, Ltd., and its successors or assigns, if such successors or assigns are designed in writing as a successor or assignee of the rights set forth herein.

1.12 “Declaration” shall mean this instrument and any amendment hereto.

1.13 “Governmental Authority” shall mean the City of Rosenberg, Fort Bend County, or any other Governmental authority having jurisdiction over the Property.

1.14 “Hazardous Substance” shall mean any hazardous or toxic substance or contaminated material including but not limited to asbestos, oil and petroleum products and those substances within the scope of all federal, state and local environmental laws and ordinances, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act and the Superfund Amendment and Reauthorization Act of 1986.

1.15 “Maintenance Fund” shall mean any accumulation of (i) the Annual Maintenance Charge and (ii) interest, penalties, special assessments, and other sums and revenues collected by the Association pursuant to this Declaration.

1.16 “Majority of the Members” shall mean the majority of those votes entitled to be cast by the Members who are eligible to vote and are present or voting by legitimate proxy at a duly called meeting at which a quorum (as defined in the By-laws) of Members who are eligible to vote are represented.

1.17 “Masonry Materials” shall mean exterior finishes of brick, split face block, natural stone, stucco or EFIS.

- 1.18 “Member” or “Members” shall mean a member or members of the Association.
- 1.19 “Mortgage” shall mean a security interest, mortgage, deed of trust, or lien instrument granted by an Owner, duly recorded in the Office of the County Clerk of Fort Bend County, Texas and creating a lien or security interest encumbering a Parcel and all Improvements thereon.
- 1.20 “Mortgagee” shall mean the beneficial owner(s) of a Mortgage.
- 1.21 “Owner” or “Owners” shall mean any person or persons, firm, corporation, or other entity that holds, of record, fee title to a Parcel, but excluding a Mortgagee or the buyer of a Parcel under an executor contract of sale.
- 1.22 “Parcel” or “Parcels” shall mean each separate lot, tract, or parcel of land out of the Property.
- 1.23 “Permittees” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, And/or (ii) such tenant(s) or occupant(s).
- 1.24 “Plans” shall mean the final construction plans and specifications (including a site plan Showing the location of all structures and improvements and the size and location of driveways, walks, parking and storage facilities, fences and screening) for any building or improvement of any kind to be erected, placed, constructed, maintained or altered on any portion of any Parcel, together with detailed, final plans, specifications and descriptions of the landscaping to be installed thereon, all in form and substance reasonably satisfactory to the Board, and prepared in conformity with the applicable provisions of this Declaration.
- 1.25 “Property” shall mean the 24.2119 acres described in Exhibit “A” attached hereto.
- 1.26 “Restrictions” shall mean the covenant, conditions, easements, reservations and stipulations that shall be applicable and govern the improvement, use, occupancy, and conveyance of all the Parcels as set forth in this Declaration or any amendment thereto.
- 1.27 “Road” shall mean Walsh Road, the public street located adjacent to the Property.
- 1.28 “Screening” shall mean the use of a 6 foot minimum wooden (natural finish), or chain link fence (brown color) with full fencing or privacy splits on entire fence, to hide storage areas from street or neighbor view. Other materials may be considered by request to the ARC.
- 1.28 “Rules and Regulations” shall mean reasonable rules adopted and/or amended from time to time by the Board concerning the management and administration of the Property for the use, benefit and enjoyment of the Owners, which shall apply the same to all Parcels and shall not affect the Owner’s use of its Parcel.
- 1.29 “Shared Use Facilities” shall mean the Business Park Sign, Utility Facilities, and Water Detention and Drainage Facilities.
- 1.30 “Site Plan” shall mean that site plan of the Property attached hereto as Exhibit “B”. Except as may be otherwise provided in this Declaration, the Site Plan for identification purposes only.

1.31 "Water Detention and Drainage Facilities" shall mean those lines, pipes, conduits and other apparatus for the collection, discharge, drainage, use detention and retention of storm water runoff and the detention pond constructed or to be constructed along the north boundary line of the Property as shown on the Site Plan together with all improvements thereon used in connection with Detention Pond Easement of even date herewith executed by Declarant and recorded or to be recorded in the real property records of Fort Bend County, Texas, and as may be constructed on the Property, whether presently existing or hereafter constructed, for the discharge, drainage, use detention and retention of storm water runoff on the Property in compliance with the requirements of the Governmental Authority, in the manner and in the location indicated on the Site Plan.

1.32 "Yard" shall mean those portions of the Parcel that are outside of exterior walls of the building or other structures from time to time located on the Parcels. Each Parcel shall have, unless a variance is granted by the ARC, (a) one (1) "Front Yard", being a minimum twenty five feet (25') from the front of the property line, and (b) two (2) "Side Yards", the Side Yard on each side of any building shall be at least ten feet (10') from the Parcel boundary line to the side of the building, (c) "Back Yard", being all of the Parcel behind the back edge of the main building.

ARTICLE II.

RESTRICTIONS

2.1 General Restriction. The Property shall be used for lawful purposes in conformity with Applicable Law.

2.2 Permitted Uses. The permitted uses of the Property includes, without limitation, warehousing, office, office service center, showroom/warehouse, distribution center, light manufacturing and other similar uses from time to time approved by the ARC, provided such do not constitute a Prohibited Use (as described in Section 2.3 below). The term "light manufacturing" shall mean and refer to any operation or use which is performed or carried out entirely within a building or buildings so designed and constructed that the enclosed operations therein do not cause or produce a nuisance or annoyance to the occupants of an adjoining Parcel, such as vibration, sound, radiation, air pollution, or water pollution.

2.3 Prohibited Uses. No Parcel shall be used for any purpose which is noxious or offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which is dangerous or hazardous by reason of excessive danger of fire or explosion, or for any purpose which may become a nuisance to any other Parcel, or which will be in violation of Applicable Law, or that would unreasonably interfere with the use and occupancy of the Property by other Owners or Permittees. In addition to the foregoing, it is expressly agreed that no part of the Property shall be used, directly or indirectly, for the following purposes: cocktail lounge; bar, disco; bowling alley; pool hall or billiard parlor; skating or roller rink; amusement arcade; adult book store; adult theater; adult amusement or entertainment facility; cabaret; men's club; selling or displaying pornographic materials; any facility requiring licensing or zoning as a sexually oriented business; second hand store; odd lots; close out or liquidation store; flea market; junk yard; sleeping quarters or lodging; residential housing (single family or multi-family); the housing or raising of animals; car wash; assembly hall; off-track betting establishment; bingo parlor; any use involving the repair of automobiles, auto body shop, or related use as the primary business; smelting; rendering; refining; or any other activity which causes or involves excessive emissions of odor, dust, fumes, smoke, or noise. No Owner or Permittee shall engage in an activity

within the Property, which has the effect of increasing premiums for any insurance carried by the Association or any other Owner or Permittee.

2.4 Temporary Structures and Trailers. No structure of a temporary character, including trailers, tents, shacks, barns, or other out-buildings shall be permitted on the Property at any time; provided, however, that a construction trailer or a temporary structure permitted under Applicable Laws may be used in connection with the construction of improvements on a Parcel.

2.5 Monument Sign. Only one monument sign shall be permitted on each Parcel and such sign shall be perpendicular to Public Street at such location on the stone or masonry column over the front entrance of the building on such Parcel as determined by the ARC and shall be of a design and same masonry material used on the front of the building. Only a monument sign which designates the name of the business which occupies the building on a Parcel shall be permitted.

2.6 Building Sign. Company identity sign is permitted above the entry or on the front wall of the building. The sign must be on a wood or metal face plate and not higher than the building wall approved by the ARC, which approval shall not be unreasonably withheld, conditioned or delayed. The following are prohibited: (a) signs painted on a building wall or any other exterior surface of a building, (b) flashing, moving, blinking or audible signs, (c) paper or cardboard signs, temporary or movable signs, flag-streamers or banner signs, unless approved for temporary use by the ARC, or (d) signs located on top of or extending above a building. In the event a building has multiple owners or tenants, all owners or tenants may be shown on the one permitted sign, subject to the approval of the ARC and the ARC shall have the right, and hereby reserves an easement, to enter upon any and all portions of a Parcel to move any signs that are in violation of this Section upon reasonable notice to the owner or lessee of such Parcel, all at the expense of such owner or lessee. The ARC may promulgate sign guidelines which may be modified by the ARC from time to time in its discretion. Notwithstanding the foregoing, the Industrial Park Sign which may be constructed at the entrance to the Property shall be located and of such design and materials and specifications as may from time to time be determined by the ARC.

2.7 Outside Storage. No outside storage of any kind will be permitted on any Parcel, unless such storage is behind the front edge of building, fenced and screened from view, and such storage does not interfere with Fire Department access. The right of any Permittee of a Parcel to use any building or Parcel shall not be construed to permit the keeping or storing of articles, goods, materials, equipment, incinerators, storage tanks, dumpsters, refuse containers or like items in the open or exposed to public view. No personal property, equipment or merchandise shall be kept, displayed, offered for sale or lease or stored within the Front Yard of any Parcel.

2.8 Mineral Exploration. No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Property.

2.9 Hazardous Materials. Bulk storage of flammable fluids must be maintained aboveground, in flash proof metal tanks, or protected by earthen fire walls. No effluent containing harmful bacteria, poisonous acids, oils, or other harmful substances shall be permitted to drain into the storm drainage system or sanitary sewer for the Property or released beyond the property lines of a Parcel.

2.10 Maintenance. Each Owner of a Parcel and its Permittees shall at all times keep their respective premises, buildings, improvements, and appurtenances in a well-maintained, safe, clean, attractive, and sanitary condition and shall comply with Applicable Law. Trash, garbage, or other

waste materials shall be kept only in sanitary containers constructed of metal, plastic, or masonry materials, with sanitary lids or covers. All such containers and other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition and shall be attractively screened from view, behind a screened, Side Yard gate or fence from the adjoining Parcel(s), and the Road. All rubbish, trash, or garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Any accumulation of trash shall be disposed of immediately by the Owner or Permitted causing same. If, in the opinion of the ARC, any such Owner or Permittee is failing in this duty and responsibility, then the ARC may give such Owner or Permittee, or both, notice of such fact, and such Owner or Permittee must, within 10 days of such notice, undertake the care and maintenance required to restore such Owner's or Permittee's parcel to a safe, clean, and attractive condition. Should any such Owner or Permittee fail to fulfill this duty and responsibility after such notice, then the ARC shall have the right and power to perform, or have performed, such care and maintenance, including, without limitation, the mowing of any vacant Parcel, and the Owner and Permittee (and or both of them) of the Parcel on which such work is performed by the ARC shall be liable for the cost of any such work and shall promptly reimburse the ARC for the cost thereof. Such indebtedness shall bear interest from the date that demand is made by the ARC until paid at the rate of 18% per annum and shall be secured in the same manner as the Annual Maintenance Charge, but in no event shall the interest rate exceed the maximum rate allowed by Applicable Law.

2.11 Parking and Access. Parking for each Parcel and its Permittees shall be permitted only on the Parcel and only in designated area from time to time improved for parking, paved with concrete or other materials approved by the ARC; and no Permittee or vehicles serving Permittee shall have any right to park on the Road or block vehicular access to such Road. No large trucks or other vehicles larger than a pick-up truck will be permitted to park in the areas designated and improved for automobile parking on each Parcel. No use shall be made of any Parcel or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of the capacity of the parking facilities maintained on the Parcel or the requirements of Governmental Authority. No repair or maintenance work on automobiles, trucks, trailers and other vehicles shall be performed on the Parcel, except in building constructed for such purpose. Each parking area and truck apron located in the Front Yard of a Parcel shall remain unobstructed to vehicular access.

2.12 Firearms and Explosives. The discharge of firearms of any kind or nature in the Property is strictly prohibited and no hunting of wild game or birds of any species by any method is allowed therein. Explosive devices shall not be utilized on any Parcel except with prior written permission from the ARC.

2.13 Subdivision. No subdivision of a Parcel shall be permitted without the prior written approval of the ARC, which approval may be either withheld or conditioned upon compliance with such additional requirements and covenants as the ARC may reasonably impose.

2.14 Building Construction. The construction of any and all improvements on a Parcel shall at all times be in strict compliance with the Plans approved by the ARC, this Declaration, and Applicable Law. Each building to be located on a Parcel shall be constructed with insulated metallic exterior panels over steel frame construction, or better, and with a minimum of 40% masonry material, excluding window area. Only new construction materials (except for used brick) may be used in constructing a structure or improvements situated on a Parcel unless otherwise approved in writing by the ARC. Roofs shall be metallic as from time to time established by the ARC in the Design Standards.

2.15 Landscaping. All open unpaved space on any Parcel shall be planted and landscaped in a manner meeting the minimum standard described in this section below. Landscaping in accordance with approved Plans, must be completed within 30 days following the initial occupancy of any building or improvement constructed on a Parcel. Maintenance of all landscape areas (including replacement of any landscaping as needed) shall be the responsibility of the Owner. If the Owner fails to restore the landscaping or trees as originally approved, the ARC shall have the right to do so out of the Maintenance Fund and assess the charges back to the Owner.

Building Landscaping – The building side next to the street, and the building front entry area's, if different, must have sufficient landscaping next to the building and at the entry featuring shrubs, hedges, flowers, and ground cover in any combination, to provide a tasteful appearance of green space.

Street trees – Must be planted in or adjacent to public rights-of-way; one tree for every 30 feet of road frontage. Street trees must be planted at least 20 feet apart without extreme variation in the spacing excluding site conditions and driveways. An existing street tree in the abutting street right-of-way may count toward the requirement of one required tree (as listed on the street tree list in Exhibit C).

Parking lot trees – Each parking space must be within 120 feet of a parking lot or street tree. One tree for every 10 spaces is required. At least one-half of the parking lot trees will be large parking lot trees (as listed on the parking lot tree list as listed in Exhibit C).

Shrubs – At least 75% must be planted along the perimeter of parking lots with the remainder planted along or within the perimeter (as listed on the shrub list in Exhibit C); 10 shrubs for each required street tree.

Landscape buffers – Screening fence, with a minimum height of six feet, located along the property line between two adjacent properties; must be constructed with cedar fence using steel poles in the ground, or chain link fence with 100% screening slats, or better. Alternative buffer is planted evergreen trees and/or shrubs along the property lines, a minimum shrub size of 5 gallon, and a minimum tree size of 10 gallon.

2.16 Auxiliary Structures. No auxiliary structures separate and apart from the building, shall be located on any Parcel without the written consent of the ARC, which may be withheld, conditioned or delayed at its sole discretion.

2.17 Storage of Building Material. Without the prior written consent of the ARC, no building material of any kind or character shall be placed or stored upon any Parcel more than 30 days before the construction of a structure or improvement is commenced. All materials permitted to be placed on a Parcel shall be placed within the property lines of the Parcel. At the completion of such building or improvements, any unused materials shall be removed immediately from the Parcel.

2.18 Exempt Property. None of the use restrictions contained in Article II shall apply to the Shared Use Facilities in section 1.29.

2.19 Use of "Walsh Road Industrial Park, Ltd." The name "Walsh Road Industrial Park, Ltd." shall not be used in connection with any business or trade or operations on or any portion of the Property without the prior written consent of ARC, which consent ARC may withhold, condition or delay in its sole discretion. All rights, titles and interest in and to the name "Walsh Road Industrial Park, Ltd." are expressly reserved and retained by Declarant until end of the Control Period whereupon such name shall belong to and be the property of the Association.

2.20 Building Setbacks. No building shall be constructed closer to the front property line than 25 feet; no closer to either side line than 10 feet, and no closer to the rear property line 10 feet. No building or other structure, except as herein provided, shall be constructed in any Side Yard and no expansion or addition to any building or other structure, except as herein provided, shall be permitted in any Back Yard. Truck wells, truck aprons, parking areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits, and other similar exterior site improvements may be located in the Front Yard. Requirements that may from time to time exist to permit access by fire and other emergency services, including a Fire Department approved access lock.

ARTICLE III.

APPROVAL OF PLANS

3.1 Approval. No building, structure, or improvement of any kind (including, without limitation, landscaping, exterior lighting, and fences) shall be erected, placed, constructed, maintained, modified, altered, or improved on any Parcel until the Plans have been submitted to and approved in writing by the ARC and thereafter approved by the appropriate Governmental Authority (if required).

3.2 Criteria. In determining whether such Plans shall be approved, the ARC may take into consideration all factors deemed appropriate by the ARC, including, without limitation, the following:

- (a) Compliance with this Declaration;
- (b) Kind and quality of the building materials or improvements and their suitability;
- (c) Kind and quality of the proposed landscaping;
- (d) Harmony, compatibility, and the conformity of the design of such building or improvement with existing and proposed buildings and improvements on the Property and with the design or overall character and aesthetics of the Property;
- (e) Location of such building, improvements, and landscaping within the Parcel on which it will be constructed or placed;
- (f) Square footage;
- (g) Compliance with the Design Standards (hereinafter defined), if any;
- (h) Compliance with the Rules and Regulations; and
- (i) Applicable Law.

3.3 Approval of Plans. The ARC shall approve or disapprove the Plans in accordance with the following procedures:

- (a) Owner shall deliver to the ARC, 2 complete sets of the Plans, together with samples of materials and colors and such other documentation or information as may be deemed pertinent and required by the ARC. The ARC may require submission of additional plans, specifications, or other information prior to approving or disapproving the proposed

Plans. Until receipt by the ARC of all required materials in connection with the proposed Plans, the ARC may postpone review of any materials submitted for approval. The submitting Owner shall pay all reasonable costs and expenses incurred by the ARC to review the proposed Plans.

(b) If the Plans are approved by the ARC, a letter of approval, including a description of qualifications or required modifications, if any, shall be prepared for the countersignature of the Owner. Such approval shall be dated and shall not be effective for construction commenced more than 6 months after such approval. If construction is not commenced within 6 months after such approval, the Owner shall not begin construction of any building or improvement of any kind until the corresponding Plans have been resubmitted and reapproved by the ARC in accordance with the provisions of this Section.

(c) If the Plans are disapproved by the ARC, one set of such Plans shall be returned marked "Disapproved", and shall be accompanied by a statement by the ARC setting forth the reasons for disapproval.

(d) The ARC may from time to time (but shall not be obligated to) promulgate architectural and landscaping standards for the design and construction of improvements within the Property and for the design and installation of landscaping on the Parcels (the "Design Standards"). A copy of the Design Standards in effect at the time will be furnished to any Owner upon written request therefor. Such Design Standards shall supplement this Declaration and may make other and further provisions as to the approval and disapproval of Plans, prohibited materials, and other matters relating to the appearance, design and quality of improvements or landscaping. Such Design Standards, as they may be promulgated from time to time by the ARC, shall be incorporated in this Declaration by this reference as if set forth at length herein.

3.4 Building Decision. All decisions of the ARC shall be final, conclusive and binding and there shall be no review of any action of the ARC.

3.5 Effect of Approval. No approval of Plans and no publication of Design Standards shall ever be construed as representing or implying that such Plans, specifications, or standards will, if followed, result in a properly constructed structure complying with all Applicable Law. Approval of applicable Governmental Authorities is required prior to any construction. Such approvals and standards shall in no event be construed as a representation, warranty, or guaranty by the ARC that any structure will be built in a good or workmanlike manner. Neither Declarant, the Association, the members of the ARC, or any of their representatives, shall be liable in damages to anyone submitting Plans to the ARC for approval, or to any Owner or Permittee of any part of the Property affected by this Declaration, by reason of or in connection with the approval or disapproval or failure to approve any Plans submitted. Every person who submits Plans to the ARC for approval agrees, by submission of such Plans, and every Owner or Permittee of any portion of the Property involved therein agrees, by acquiring title thereto or any interest therein, that such Owner or Permittee will not bring any action or suit against the Declarant, the Association, any of the members of the ARC, or any of their representatives, to recover any such damages and each, by acceptance of such conveyance, hereby waives all such claims and causes of action.

3.6 Inspection. The ARC or its duly authorized representative shall have the right, but not the obligation, to inspect any improvements to a Parcel prior to or after completion.

3.7 Non- Waiver. No action or failure to act by the ARC shall constitute a waiver or estoppel

with respect to future action by the ARC.

3.8 Variance. The ARC may authorize variances from compliance with the requirements of this Declaration due to circumstances warranting such variance in the opinion of the ARC such as topography, natural obstructions, hardship, aesthetic or environmental considerations and the shape and configuration of the particular Parcel for which the variance is sought. Such variances must be evidenced in writing and shall become effective when signed by the representatives of the ARC. The granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Parcel and particular provision described therein, nor shall the granting of a variance affect in any way the Owner's obligation to comply with Applicable Law.

3.9 Deemed Approval. In the event of any request for approval, variance, or exception to these Restrictions, or approval of any proposed action by an Owner where a construction of this Declaration is required is made to the ARC, the ARC shall, within 30 days after the request is made and receipt of all of the Plans, materials, documentation, and information described in Section 3.3, give the person making the request, at such person's address as shown in the request, written notification either of the approval by the ARC, which approval shall not be unreasonably withheld, or of its rejection of the request, with specification of the reasons for such rejection. If the ARC fails to give to the person requesting such approval notification of rejection within such 30 day period, the ARC shall be conclusively deemed to have given its approval. Any approval or rejection given by the ARC, and any written approval, rejection, or other communication by the ARC may be relied upon, as the act of the ARC, by the person receiving such approval, rejection, or other communication.

3.10 Commencement. Construction of improvements must be commenced upon a Parcel by the Owner thereof within eighteen (18) months after the date such Parcel is first conveyed by Declarant to an Owner.

3.11 Completion of Work. After commencement of construction of any structure or improvement on the Parcel, the work thereon shall be prosecuted diligently, to the end that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Unless otherwise authorized in writing by the ARC prior to commencement of construction, the construction of any structure or improvement on a Parcel shall be completed within (one) 1 year from the date of commencement of construction, excepting delays due to strikes, war, acts of God or other causes beyond the control of the Owner.

ARTICLE IV.

ALTERATIONS, MAINTENANCE, AND REPAIRS

4.1 Alterations. Subject to the terms and provisions of this Declaration and the Rules and Regulations, each Owner shall have the right to make alterations, modifications, and repairs, including structural alterations, to such Owner's Parcel and improvements, provided that such action is performed in a good and workmanlike manner, causes minimum inconvenience to the other Owners, and does not constitute a nuisance. Alterations, modifications or repairs which would change the exterior color, materials, or shape of the improvements must be approved by the ARC. Notwithstanding the foregoing, if any of the above described actions is performed without the prior approval of the ARC of the Plans therefor in accordance with Article III of this Declaration, the ARC may require (but shall be under no obligation to require) the Owner to remove

or eliminate any paint color, decoration, or other object situated on such Owner's improvements or Parcel that is visible from any Road, Common Driveway, or from any other Parcel, if, in the ARC's sole judgment, such object detracts from the visual attractiveness of the Property or is inconsistent with the design or overall character and aesthetics of the Property.

4.2 Maintenance. Except for landscaping and Shared Use Facilities to be maintained by the Association, each Owner shall maintain such Owner's Parcel, together with the improvements, driveways, fences, landscaping, light standards and fixtures, sanitary, storm water, water and drainage lines and facilities which service only such Owner's Parcel and improvements, including the point of the connection of such lines and facilities to the Shared Use Facilities, in good working order and repair and in an attractive condition at all times. If any Owner fails to comply with the requirements of this Section, the Association may, but shall not be obligated to, without liability to such Owner or any occupant in trespass or otherwise, enter upon such Parcel, maintain or repair any of same, in which case such Owner shall upon demand pay the Association's cost of same. Such indebtedness shall bear interest from the date that demand is made by the Association until paid at the rate of 18% per annum and shall be secured in the same manner as the Annual Maintenance Charge, but in no event shall the interest rate exceed the maximum rate allowed by Applicable Law.

ARTICLE V.

SHARED USE FACILITIES

5.1 Dedication. The Common Area and Shared Use Facilities are hereby designated and dedicated for the benefit of all Owners and Permittees of the Property. Declarant shall convey the Common Area and Shared Use Facilities to the Association. The cost of the initial construction of the Shared Use Facilities shall be borne solely by Declarant.

5.2 Operation of Common Area and Shared Use Facilities. The Association shall own, improve, manage, maintain, repair, replace, insure, and operate the Common Area and Shared Use Facilities as herein provided and as provided for in the By-laws and Rules and Regulations. The Association shall improve the Common Area and Shared Use Facilities as needed in connection with the development of the Property, and such improvement shall be accomplished as required by the specifications and regulations of the Governmental Authority. The Association shall (a) maintain the Common Area and Shared Use Facilities to a standard required by the Governmental Authority, and in an attractive, safe and clean condition at all times, (b) shall keep the Common Area and Shared Use Facilities insured as deemed appropriate by the Board, and (c) shall pay all taxes assessed against the Common Area and Shared Use Facilities.

5.3 Partition Waiver. The Owners hereby waive the right to partition any part of the Common Area and Shared Use Facilities to the fullest extent permitted by Applicable Law.

ARTICLE VI.

EASEMENTS

6.1 Easement Dedication. Subject to any express conditions, limitations, or reservations contained herein, the Property, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following non-exclusive, perpetual, and reciprocal easements:

(a) Access, Ingress, and Egress. An easement for reasonable access, ingress, and egress over all paved driveways, roadways, and walkways as presently or hereafter constructed and constituting a part of the Common Driveway, so as to provide for the passage of motor vehicles and pedestrians between all Parcels to the Common Driveway, and to and from the Road furnishing access to such Parcels.

(b) Shared Use Facilities. An easement upon, under, over, above, and across the Yards on each Parcel, including the right of reasonable ingress and egress required, for the installation, maintenance, repair and replacement of the Shared Use Facilities, including: water mains; storm water collection, retention, detention and distribution lines; storm drains; sewers; sanitary sewer lines, firewater lines, water sprinkler system lines; telephone or electrical conduits or systems; cable; gas mains; conduits; pipes; and other apparatus; and other utility facilities necessary for the orderly development and operation of the Shared Use Facilities, from time to time located on the Property; provided however, (i) all such facilities shall be installed and maintained below the ground level or surface of the Property (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels); and (ii) the exact location of any utilities shall be subject to the reasonable approval of the Owner(s) of the burdened Parcel(s).

(c) Sign Easement. Declarant shall have the right (but no obligation) at its sole cost and expense, to construct a Business Park Sign at the entrance to the Park in the area shown on the Site Plan. The Business Park Sign shall identify the Park and display such other information as Declarant may from time to time determine. In the event the Declarant does not construct a Business Park Sign on or before the expiration of the Control Period, the Association shall have the right (but no obligation), at its sole cost and expense, to construct a Business Park Sign. The Association shall maintain the Business Park Sign in good condition and repair. There is hereby created in favor of the Declarant, and upon expiration of the Control Period, in favor of the Association, for the benefit of the Property, an easement upon the area shown on the Site Plan for installation, replacing, repairing and maintaining the Business Park Sign.

(d) Future Public Utility Easements. In lieu of the Declarant reserving easements on, over, under, and across the Property that may be unnecessary or unused, each Owner covenants and agrees, upon written request from another Owner and a public utility provider, to dedicate and convey a 10 foot public utility easement on, over, under, and across such Owner's Parcel for the benefit of the requesting Owner's Parcel; provided, however, such public utility easement(s) shall be located, as near as possible, to the boundary lines of the burdened Parcel(s). The form of the utility easement(s) shall be similar in form and substance to other utility easements required by the utility provider and subject to the other terms and provisions of this Declaration.

6.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder ("Benefited Owner") shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such Benefited Owner, its contractors, employees, agents, or others acting on behalf of such Benefited Owner.

6.3 Use of Easements.

(a) General. The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Interference and Relocation. Once the Shared Use Facilities are installed pursuant to the easements granted above, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements shall be placed over or permitted to encroach upon such installations.

(c) Construction. Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the interferes set forth, or to prosecute work on such Owner's own Parcel if the same interferes with the easements, in favor of another Owner's parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

(d) Non-Exclusive. The easements herein granted are not exclusive.

ARTICLE VII.

MANAGEMENT OF THE PROPETY

7.1 Management of Property. The affairs of the Property shall be managed by the Declarant until the formation of the Association. All referenced herein to the Association shall mean the Declarant until the Association is formed. The Association shall have the right, power and obligation to provide for the management, maintenance, repair, replacement, administration, insuring and operation of the Property as herein provided and as provided for in the By-laws and in the Rules and Regulations. The business affairs of the Association shall be managed by its Board of Directors. Until the expiration of the Control Period, the Declarant shall have absolute, complete and exclusive control of the Association and the Board of Directors, regardless of how many other Owners may acquire Parcels during such period of time. The Declarant, in its sole discretion, may appoint a Board of Directors during the Control Period. The Board of Directors appointed by Declarant is herein referred to as the "Appointed Board". The appointed Board shall administer the Association's and the Property's affairs until the first annual meeting of the

Members of the Association is held and a Board of Directors is elected by the Members. The Board of Directors elected at the first annual meeting of Members of the Association is herein called the "First Elected Board". The Declarant shall have the power, exercisable at any time and from time to time, to remove any Director of the Appointed Board and appoint a successor, as well as to appoint a success for any position for any position on the Appointed Board which becomes vacant. The Appointed Board may engage the Declarant or any other party, whether or not affiliated with Declarant, to perform the day to day functions of the Association and to provide for the management, maintenance, repair, replacement, administration, insuring, and operation of the Property.

7.2 Membership in the Association. Each Owner, including Declarant during the period of time in which Declarant owns any Parcel, shall be a Member in the Association and such membership shall terminate automatically when such ownership ceases; provided, however, that in the event Declarant shall transfer ownership of all Parcels prior to the expiration of the Control Period, Declarant shall nevertheless be considered a member in the Association the expiration of such period of time, and shall have all voting and other rights granted to Declarant under this Article and otherwise in this Declaration until the expiration of such period of time. Upon the transfer of ownership of a Parcel, howsoever achieved, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association.

7.3 Voting Rights. Until the expiration of the Control Period, Declarant shall have all voting power, and no other Member shall have any voting power whatsoever during such period of time; thereafter, the total voting power shall be the sum of votes that correspond to the number of Parcels, with all votes in the Association to be on the basis of one vote being allocated to each Parcel owned by such Owner. In the event that ownership interests in a Parcel are owned by more than one Owner, such Owners shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall more than one vote be cast for Parcel. Such Owners shall appoint one of them as the Member who shall be entitled to exercise the vote for that Parcel at any meeting of the Association and until such Owners so designate who shall be the Member entitled to vote, no single Owner of such Parcel shall be entitled to vote. Such designation shall be made in written notice to the Board. The Board shall be entitled to rely on any such designation until written notice revoking such designation is received by the Board. In the event that a Parcel is owned by more than one Member of the Association and no single Member is designated to vote on behalf of the Members having an ownership interest in such Parcel, then none of such Members shall be allowed to vote. All Members of the Association may attend meetings of the Association and all voting Members may exercise their vote at such meetings either in person or by proxy.

7.4 Meeting of Members. The first annual meeting of the Members of the Association shall be held within 60 days after the expiration of the Control Period, when called by either the Appointed Board or Declarant, upon no less than 10 and no more than 50 days' prior written notice to the Members. The First Elected Board shall be elected at the first annual meeting of the Members of the Association. Thereafter, annual and special meetings of the Members of the Association shall be held at such place and time and on such dates as shall be specified in the By-laws. The Declarant may convene a special meeting of the Members of the Association at any time and from time to time prior to the first annual meeting of the Members of the Association for such purposes as the Declarant may deem appropriate.

7.5 Dispute Resolutions. In addition to its other powers conferred by law or hereunder, the Board shall be empowered to create procedures for resolving disputes between or among Owners, the Board and/or the Association, including appointment of committees to consider and recommend resolution of any such disputes.

7.6 Delegation of Authority. ARC or the Board may retain, hire, employ or contract for the construction, maintenance, repair, landscaping, insuring, administration and operation of the Property as provided for herein and as provided for in the By-laws.

7.7 Non-Liability of Board. Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, its Members, or any other party.

7.8 Board Elections. In accordance with the By-laws, the Board shall elect, at least annually, a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers and assistant officers as it may designate. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association. The President shall have all the general powers and duties which are usually vested in the office of president of an association. The Secretary shall keep all the minutes of all meetings of the Board and the minutes of all meetings of the Association, and shall be in charge of such books and papers as the Board may direct. The Secretary shall keep and update a complete list of Members, showing opposite each Member's name the number of the Parcel owned by such Member. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipt and disbursements in books belonging to the Association. The Treasurer shall also be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board.

7.9 Action without Meeting. Notwithstanding any provision in this Declaration to the contrary, all actions of the Members, ARC, Board, or any committee of the Board provided for herein may be taken by unanimous written consent without a meeting, or any meeting thereof may be held by means of a telephone conference or the like, to the full extent permitted by law.

ARTICLE VIII.

ANNUAL MAINTENANCE CHARGE AND MAINTENANCE FUND

8.1 Annual Maintenance Charge. Each Parcel shall be subject to an Annual Maintenance Charge in an amount to be set by the Declarant or Board. The amount of the Annual Maintenance Charge for each Parcel may be increased or decreased from time to time, as needed to pay for the expenses of the Association. However, after the initial Annual Maintenance Charge has been established, if any such change would increase the Annual Maintenance Charge by more than 20% of the amount of Annual Maintenance Charge prior to such change (for any reason other than increases in taxes or insurance, the introduction of new or additional services, or a requirement of a Governmental Authority), the change must be approved by a Majority of the Members. The Annual Maintenance Charge and any special assessments provided for in this Declaration shall be based on the number of square feet of land contained in each Parcel.

8.2 Maintenance Fund. The Annual Maintenance Charges collected shall be paid into the Maintenance Fund, for the benefit of the Property. The Board shall expend the Maintenance Fund for the maintenance, repair, replacement, insuring, administration, management and operation of the Common Areas and Shared Use Facilities; for the payment of taxes; for the performance of the duties of the Board and the Association as set forth herein; and, for the enforcement of this Declaration by action at law or in equity, or otherwise. The Board and its individual members shall not be liable to any person as a result of action taken by the Board with respect to the Maintenance Fund, except for willful misconduct or fraud.

8.3 Special Assessments. If the Board at any time (and from time to time) determines that the Annual Maintenance Charges assessed for any period are insufficient to provide for its stated purpose, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the same. No special assessment shall be effective until the same is approved in writing by a Majority of Members. Any such special assessment shall be payable, and the payment thereof may be enforced, in the manner herein specified for the payment of the Annual Maintenance Charges.

8.4 Payment. The Annual Maintenance Charge assessed against each Owner shall be due and payable, in advance, annually on the date determined from time to time by the Board, subject to the appropriate adjustment based upon actual expenses incurred. Any such amount not paid and received by the 15th after the due date thereof shall be deemed delinquent, and, without notice, shall bear interest at a rate of 18% per annum until paid, but in no event shall the interest rate exceed the maximum rate allowed by Applicable Law. The Board, at its option, may impose and collect late charges on delinquent payments.

8.5 Lien to Secure Payment. To secure the payment of the Annual Maintenance Charge, special assessments levied hereunder, and any other sums due hereunder (including, without limitation, interest, late fees or delinquency charges), a vendor's lien and superior title shall be and is hereby reserved, and a contractual lien is hereby created, in favor of the Association, in and to each Parcel and improvements which liens shall be enforceable as hereinafter set forth by the Association or the Board on behalf of the Association. The liens described in this Article and the superior title herein reserved shall be deemed subordinate to any Mortgage to secure the repayment of a loan made to an Owner for the purpose of acquiring a Parcel and/or constructing improvements thereon, and any renewal, extension, rearrangements, or refinancing thereof; provided, however, no foreclosure of any Mortgage shall free any Parcel from the liens securing the Annual Maintenance Charges, special assessments, or any other sums due hereunder becoming due and payable after such foreclosure. The collection of such Annual Maintenance Charges, special assessments, and other sums due hereunder may, in addition to any other applicable method at law or inequity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interest, costs and attorney's fees shall be chargeable to and be a personal obligation of the defaulting Owner. In no event shall the foreclosure of any Mortgage extinguish or discharge the personal obligation of the foreclosed Owner to pay Annual Maintenance Charges, special assessments levied hereunder or any other sums due hereunder. The voting right of any Owner in default in the

payment of the Annual Maintenance Charge, or other charge owing hereunder for which an Owner is liable, shall be automatically revoked for the period during which such default exists.

8.6 Notice of Lien. Notice of the lien referred to in this Articles may be given by the recordation in the Office of the County Clerk of Fort Bend County, Texas of an affidavit, duly executed, sworn to and acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Parcel according to the books and records of the Association, and the legal description of such Parcel.

8.7 Enforcement of Lien. Each Owner, by acceptance of a deed to such Owner's Parcel, hereby expressly recognizes the existence of such lien as being prior to such Owner's ownership of such Parcel and hereby vests in the Board the right and power to bring all actions against such Owner personally for the collection of such unpaid Annual Maintenance Charge, special assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, both by judicial and non-judicial foreclosure. Additionally, by acceptance of the deed to such Owner's Parcel, each Owner expressly GRANTS, BARGAINS, SELLS AND CONVEYS to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided), such Owner's Parcel and all improvements thereon, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid Annual Maintenance Charge, special assessments and other sums due hereunder remaining unpaid by such Owner from time to time. The trustee herein designated may be changed at any time by execution of an instrument in writing signed by the President of the Association and filed in the Office of the County Clerk of Fort Bend County, Texas. In the event of the election by the Board to foreclose the lien herein provided, for nonpayment of sums secured to be paid by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and to sell such Parcel and all improvements thereon, and all rights appurtenant thereto, at the door of the County Court house of Fort Bend County, Texas, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m. to the highest bidder for cash after the trustee and the Board, respectively, shall have given notices of the proposed sale in the manner hereinafter set forth, or otherwise in the manner then provided by the Texas Foreclosure Statute (hereinafter defined). Following sale, the trustee shall make due conveyance of the Parcel and all improvements thereon to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon the Owner of such Parcel and all improvements thereon and their heirs, executors, administrators and successors. The trustee shall give notice of such proposed sale by posting a written notice of time, place, and terms of the sale for at least 21 consecutive days preceding the date of sale at the Courthouse door of Fort Bend County, Texas, by filing such notice with the County Clerk of Fort Bend County, Texas, at least 21 consecutive days preceding the date of sale, and, in addition, the Board shall serve written notice at least 21 days preceding the date of sale by certified mail on each of such Owner according to the records of the Association of such sale or shall otherwise cause the notice thereof to comply with the provisions of Section 51.002 of the Texas Property Code it may be amended or recodified from time to time ("Texas Foreclosure Statute"). Service of such notice shall be completed upon deposit of the notice in the United States mail, properly addressed to such Owner at the most recent address as

Shown by the records of the Association. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

8.8 Post Foreclosure. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure, the occupants of such Parcel shall be required to pay a reasonable rent for the use of such Parcel and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and further, shall be entitled to sue for recovery of possession of such Parcel by forcible detainer without further notice.

ARTICLE IX.

INSURANCE

9.1 Hazard Insurance. Each Owner shall keep, at its own expense, all improvements on its Parcel insured against loss or damage by fire, windstorm, hail, explosion, damage from aircraft and vehicles, and smoke damage, and such other risks as are from time to time included in the broad form "extended coverage" endorsements generally written in the Houston, Texas metropolitan area.

9.2 Liability Insurance. Each Owner shall maintain, at its own expense, general public liability insurance against claims for personal injury or death and property damage occasioned by accident occurring upon, in or about that Owner's Parcel, such insurance to provide protection in each case of not less than: (i) \$2,000,000 in respect of injury or death to any one person; (ii) \$3,000,000 in respect of injury or death to any number of persons arising out of any one occurrence, and (iii) \$500,000 per occurrence in respect of any instances of property damage.

ARTICLE X.

TERM

This Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, Declarant, the Owner of any Parcel subject to this Declaration and their respective heirs, legal representatives, successors, and assigns for a term of 40 years from the date this Declaration is recorded in Fort Bend County, Texas, after which time this Declaration shall be automatically extended for successive periods of 10 years; provided, however, that in the event an instrument terminating this Declaration is signed by Owners owning at least 75% of all of the Parcels and recorded in Real Property Records of Fort Bend County, Texas at least 180 days before the expiration of the initial 40 year period or any subsequent 10 year period, then this Declaration shall terminate at the end of such 40 year period or such 10 year period, as the case may be.

ARTICLE XI

GENERAL PROVISIONS

11.1 Enforcement. Each Owner shall comply with the provisions of this Declaration. Declarant, the Association, or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, easements, liens and charges now or hereafter imposed by the provisions of this Declaration and recover sums due for damages, injunctive relief or both, including reasonable attorney's fees and costs of court.

11.2 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all such other provisions shall remain in full force and effect.

11.3 Amendment. This Declaration may be amended at any time until the expiration of the Control Period, by an instrument signed (i) by Declarant and (ii) a majority of all Owners (owning a majority of the total square footage of land in all of the Parcels, including, for this purpose, the Declarant). After the expiration of the Control Period, the covenants and restrictions or any other portion of this Declaration may be amended at any time by an instrument signed by at least 75% of all Owners (owning 75% of the total square footage of land in all of the Parcels). Any amendment must be properly recorded in Fort Bend County, Texas.

11.4 Additional Restrictions and Land. The Declarant may make additional restrictions by appropriate provisions in any deed or deeds hereafter conveying any land in the Property, without otherwise modifying the general plan outlined above, and such other restrictions shall inure to the benefit of the Owners in the same manner as though they had been expressed herein.

11.5 Non-Waiver. No delay in enforcing the provisions of this Declaration as to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

11.6 Non-Liability of Declarant. Declarant shall not be liable to any Owner or Permittee of a Parcel or any portion thereof or to any other party for any loss, claim or demand in connection with the breach of any provisions of this Declaration by any party other than Declarant.

11.7 Notice. Any notice to Declarant, the Association, Board, or ARC shall be made in writing, and shall be sent by certified mail, postage prepaid, to the following address:

Walsh Road Industrial Park, Ltd.
2333 Town Center Drive, Suite 300
Sugar Land, Texas 77478
Attn: Larry Indermuehle

(Signature and acknowledgment are on the next page)

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration of Covenants, Conditions, Restrictions and Easements effect as of the date first above written.

DECLARANT:

Walsh Road Industrial Park, Ltd

By: Walsh Road GP, LLC it's General Partner



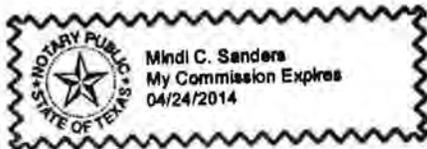
Larry Indermuehle
Managing General Partner

List of Exhibits

- A- Property legal description
- B- Site Plan
- C- Approved Shrub and Tree Lists

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The foregoing instrument was acknowledged before me on this 26th day of September, 2013, by Larry Indermuehle, Managing Partner of Walsh Road GP, LLC a Texas Limited Liability Corporation, sole General Partner of Walsh Road Industrial Park, Ltd., a Texas limited partnership, on behalf of said entities in the capacities stated.



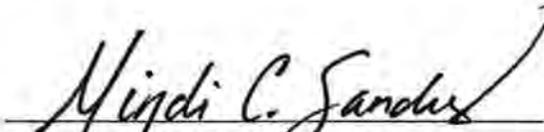

Notary Public, STATE OF TEXAS

EXHIBIT A
(The Property)

LEGAL DESCRIPTION
14.2272 ACRES

A TRACT OR PARCEL CONTAINING 14.2272 ACRES (619,738 SQUARE FEET) OF LAND IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, IN FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF RESERVE "C" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 11 OF THE FORT BEND COUNTY PLAT RECORDS, SAID 14.2272 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD SET AT THE SOUTHEAST CORNER OF SAID RESERVE "C" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, BEING IN THE NORTH LINE OF KLAUKE ROAD (60 FOOT RIGHT OF WAY), FROM WHICH A 1/2 INCH IRON PIPE FOUND BEARS SOUTH 00 DEGREES 59 MINUTES WEST, 1.67 FEET:

THENCE NORTH 89 DEGREES 03 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID KLAUKE ROAD, A DISTANCE OF 111.30 FEET TO A 5/8 INCH IRON ROD SET IN THE NORTHEAST LINE OF WALSH ROAD (60 FOOT RIGHT OF WAY);

THENCE NORTH 44 DEGREES 29 MINUTES 33 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID WALSH ROAD, A DISTANCE OF 88.49 FEET TO A 5/8 INCH IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE IN A NORTHWESTERLY DIRECTION WITH THE EASTERLY LINE OF SAID KLAUKE ROAD, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, AN INTERIOR ANGLE OF 45 DEGREES 28 MINUTES 33 SECONDS, A LENGTH OF 253.98 FEET, AND A CHORD BEARING NORTH 21 DEGREES 45 MINUTES 16 SECONDS WEST, 247.37 FEET TO A 5/8 INCH IRON ROD SET AT THE POINT OF TANGENCY;

THENCE NORTH 00 DEGREES 59 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID WALSH ROAD, A DISTANCE OF 1850.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE IN A NORTHEASTERLY DIRECTION CONTINUING ALONG THE EASTERLY LINE OF SAID WALSH ROAD, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET, AN INTERIOR ANGLE OF 25 DEGREES 00 MINUTES 00 SECONDS, A LENGTH OF 191.99 FEET, AND A CHORD BEARING NORTH 13 DEGREES 29 MINUTES 00 SECONDS EAST, 190.47 FEET TO A 5/8 INCH IRON ROD SET FOR THE POINT OF TANGENCY;

THENCE NORTH 25 DEGREES 59 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE EAST LINE OF SAID WALSH ROAD A DISTANCE OF 44.49 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 59 DEGREES 04 MINUTES WEST, 0.51 FEET;

THENCE SOUTH 89 DEGREES 00 MINUTES 58 SECONDS EAST, ALONG THE SOUTH LINE OF A TRACT DESCRIBED IN FORT BEND COUNTY CLERKS FILE NO. 2012-086405, A DISTANCE OF 209.98 FEET TO A 5/8 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID RESERVE "C" A DISTANCE OF 2366.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.2272 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION
7.9822 ACRES

A TRACT OR PARCEL CONTAINING 7.9822 ACRES (347,704 SQUARE FEET) OF LAND IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, IN FORT BEND COUNTY, BEING OUT OF AND A PART OF RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 11 OF THE FORT BEND COUNTY PLAT RECORDS, SAID 7.9822 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 11 OF THE FORT BEND COUNTY PLAT RECORDS;

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, A DISTANCE OF 1339.46 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 7.9822 ACRE TRACT, AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, A DISTANCE OF 1442.63 FEET TO A 5/8 INCH IRON ROD SET THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 46 DEGREES 12 MINUTES 20 SECONDS EAST, ALONG THE SOUTHWEST LINE OF A TRACT DESCRIBED IN FORT BEND COUNTY CLERKS FILE NO. 9764313, A DISTANCE OF 465.85 FEET TO A 5/8 INCH IRON ROD SET IN THE NORTHWEST LINE OF WALSH ROAD (60 FOOT RIGHT OF WAY) FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 25 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID WALSH ROAD, A DISTANCE OF 92.29 FEET TO A 5/8 INCH IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE IN A SOUTHWESTERLY DIRECTION WITH THE EASTERLY LINE OF SAID WALSH ROAD, HAVING A RADIUS OF 500.00 FEET, AN INTERIOR ANGLE OF 25 DEGREES 00 MINUTES 00 SECONDS, A LENGTH OF 218.17 FEET, AND A CHORD BEARING SOUTH 13 DEGREES 29 MINUTES 00 SECONDS WEST, 216.44 FEET TO THE POINT OF TANGENCY, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS NORTH 04 DEGREES 05 SECONDS EAST, 0.82 FEET;

THENCE SOUTH 00 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID WALSH ROAD, A DISTANCE OF 831.08 FEET TO A 5/8 INCH ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF A CALLED 1.000 ACRE TRACT DESCRIBED IN FORT BEND COUNTY CLERKS FILE NO. 2000107070, A DISTANCE OF 251.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.9822 ACRES OF LAND, MORE OR LESS.

LEGAL DESCRIPTION
2.0025 ACRES

A TRACT OR PARCEL CONTAINING 2.0025 ACRES (87,231 SQUARE FEET) OF LAND IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 83, IN FORT BEND COUNTY, BEING OUT OF AND A PART OF RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 11 OF THE FORT BEND COUNTY PLAT RECORDS, SAID 2.0025 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 11 OF THE FORT BEND COUNTY PLAT RECORDS;

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, A DISTANCE OF 817.01 FEET TO A 5/8 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED 2.0025 ACRE TRACT, AND THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID RESERVE "D" OF FIFTY-NINE SOUTH INDUSTRIAL PARK, A DISTANCE OF 348.69 FEET TO A 5/8 INCH IRON ROD SET THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 01 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF A CALLED 1.000 ACRE TRACT DESCRIBED IN FORT BEND COUNTY CLERKS FILE NO. 2000107070, A DISTANCE OF 250.73 FEET TO A 5/8 INCH IRON ROD SET IN THE WEST LINE OF WALSH ROAD FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 59 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID WALSH ROAD, A DISTANCE OF 348.69 FEET TO A 5/8 INCH ROD SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

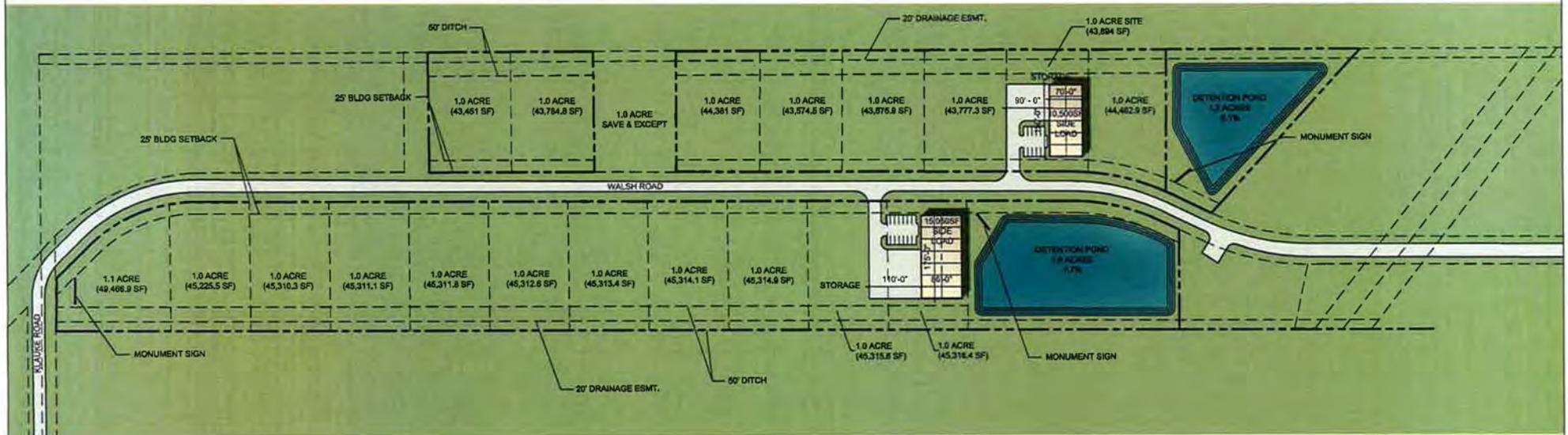
THENCE NORTH 89 DEGREES 01 MINUTES 00 SECONDS WEST, A DISTANCE OF 249.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.0025 ACRES OF LAND, MORE OR LESS.

SITE PLAN

TOTAL SITE AREA = 24.2 ACRES (1,054,673 SF)

19 PARCELS @ APPROX 1 ACRE EACH

EXHIBIT "B"



WALSH ROAD
a project for
ICO COMMERCIAL

**POWER
BROWN
ARCHITECTS**

EXHIBIT C

Industrial Development and Redevelopment Standards Suggested Plant Palette

I. Ground Covers

A Hardy Native or Adapted Species

Monkey Grass (*Ophiopogon japonicum*)
Prostrate Rosemary (*Rosmarinu prostrate*)
Rudbeckia (*Rudbeckia fulgida 'Goldsturm'*)
'Katie' Ruellia (*Ruellia brittoniana 'Katie'*)
Wedelia (*Wedelia trilobata*)
Society Garlic (*Tulbaghia violacea*)
Bulbine (*Bulbine f/avescens*)
Mexican Heather (*Cuphea hyssopifolia*)
Salvia (*Salvia microphyl/a 'Maraschino' and 'Oxford Pink'*)
Prairie Aster (*Aster oblongifolia*)
Fountain Grass (*Pennisetum alopecuroides 'Hameln' and 'Little Bunny'*)
Adagio Maiden Grass (*Miscanthus sinensis 'Adagio'*)
Gulf Coast Muhly Grass (*Muhlenbergia capillaris*)

B. Non-Native Species

English Ivy (*Hedera helix*)- use with caution; can be aggressive
Dwarf Junipers- questionable performance in coastal south
Liriope (*Liriope muscan*)
Plumbago (*Plumbago capensis*)

II. Vines

A Hardy Native and Adapted Species

Climbing Fig (*Ficus pumila*)
Carolina Yellow Jessamine (*Gelsemium sempervirens*)- caution: poisonous
Confederate Jasmine (*Trachelospermum jasminoides*)
'Tangerine Beauty' Crossvine (*Bignonia capreo/ata 'Tangerine Beauty'*)
Coral Honeysuckle (*Lonicera sempervirens*)
Trumpet Creeper (*Campsis radicans*)
Passion Flower (*Passiflora incarnate*)
Clematis (*Clematis terniflora*)

III. Small Shrubs

A Hardy Native and Adapted Species

Dwarf Oleander (*Nerium oleander 'Petite Pink'*)
Dwarf Wax Myrtle (*Myrica pusil/a*)
Texas Lantana (*Lantana horrida*)
Dwarf Barbados Cherry (*Malpighia glabra*)
Itea (*Itea virginica*)
Palmetto (*Sabal minor*)

Knockout Roses (*Rosa* sp. 'Knockout')
Coralbean (*Erythrina herbacea*)
Coral Fountain Plant (*Russelia equisetiformis*)
Dietes (*Dietes vegeta*)
Indian Hawthorn (*Raphiolepis indica*)
Dwarf Yaupon (*Ilex vomitoria* 'nana')

B. Non-Native Species

Holly Fern (*Cyrtomium falcatum*)
Aspidistra (*Aspidistra elatior*)
Boxwood (*Buxus* varieties)
Leatherleaf Mahonia (*Mahonia beale*1)
Dwarf Nandina (*Nandina domestica*)
Dwarf Chinese Holly (*Ilex cornuta* 'Rotunda')
Acuba (*Acuba japonica*)

IV. Medium to Large Shrubs

A. Hardy Native and Adapted Species

Abelia (*Abelia grandiflora*)
Bottlebrush (*Callistemon rigidus*)
Lindheimer Muhly Grass (*Muhlenbergia lindheimeri*)
Bamboo Muhly Grass (*Muhlenbergia dumosa*)
Switchgrass (*Panicum virgatum*)
Oleander (*Nerium oleander*)
Pampas Grass (*Cortaderia selloana*)
Wax Myrtle (*Myrica cerifera*)
Walter's Viburnum (*Viburnum obovatum*)
'Gold Star' Yellow Bells (*Tecoma Stans* 'Gold Star')

V. Small Trees

A. Hardy Native and Adapted Species

Redbud (*Cercis Canadensis*)
Crape Myrtle (*Lagrostroemia indica* 'Potomac' 'Natchez' 'Muskogee'
and 'Watermelon Red')
Wax Myrtle (*Myrica cerifera*)
Eucalyptus (*Eucalyptus polyanthemos*) caution; poisonous
Vitex (*Vitex agnus-castus*)
Fringetree (*Chionanthus virginicus*)
Mexican Plum (*Prunus Mexicana*)
Jerusalem Thorn (*Parkinsonia aculeate*)
Parsley Hawthorn (*Crataegus marshalii*)
Texas Pistachio (*Pistacia texana*)
Southern Crabapple (*Malus angustifolia*)

B. Non-Native Species

American Holly (*Ilex opaca*)
Yaupon Holly (*Ilex vomitoria*)

Golden Rainfree (*Koe/reuteria paniculata*)
Cherry Laurel (*Prunus caroliniana*)

VI. Large Trees

A. Hardy Native and Adapted Species

Pecan (*Carya il/inoensis*)
Sweetgum (*Liquidambar styracif/ua*)
Sycamore (*Platanus occidentalis*)
Willow Oak (*Quercus phellos*)
Live Oak (*Quercus virginiana*)
Shumard Red Oak (*Quercus shumardii*)
Lacebark Elm (*U/mus parvifolia*)
Bald Cypress (*Taxodium distichum*)
Montezuma Cypress (*Taxodium mucronatum*)
Mexican Sycamore (*Platanus Mexicana*)
Loblolly Pine (*Pinus taeda*)
Magnolia (*Magnolia grandiflora*)
Swamp Red Maple (*Acer rubrum var. drummondii*)
Texas Hickory (*Carya texana*)
Cedar Elm (*Ulmus crassifolia*)



Main 281.240.9090
Fax 281.240.9070

2333 Town Center Drive, Suite 300
Sugar Land, TX 77478

I C O T E X A S . C O M

August 21, 2014

Randall Malik
City of Rosenberg
2110 Fourth street
Rosenberg, Texas 77471

RE: WALSH ROAD INDUSTRIAL PARK, LTD

Randall,

I am requesting that you please take the request for extension of the Reimbursement Agreement for utilities at Walsh Road Industrial Park, to the Rosenberg Development Board. As has been mentioned, we need the Rosenberg Development Board to issue an extension letter for our utility re-imburement agreement. Due to having to redesign the project related to unforeseen drainage issues, delays in approvals, and the public bid process for the utilities construction, we are behind on our planned development, and construction work. I am requesting a six (6) month extension on the completion deadline to June 30, 2015. I will need a revised letter as proof of the extension for our loan agreement with the bank. We now hope to start construction by mid-September, and need this extension to get the loan approved.

We sincerely hope the Board will be amenable to this request for time to complete the utility lines for City of Rosenberg approval and reimbursement.

Best Regards,

Larry Indermuehle, CCIM
General Partner for
Walsh Road Industrial Park.



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
9	Rosenberg Comprehensive Plan Advisory Committee Appointment

ITEM/MOTION

Review and discuss appointing one member of the Rosenberg Development Corporation Board of Directors to serve on the City of Rosenberg Comprehensive Plan Advisory Committee, and the Rosenberg Development Corporation may take action as necessary.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. None

MUD #: N/A

APPROVALS

Submitted by:

Travis Tanner
 Travis Tanner
 Executive Director of
 Community Development

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
 Robert Gracia
 City Manager

EXECUTIVE SUMMARY

This item has been included to provide the RDC Board of Directors the opportunity to appoint one member of the RDC Board to serve on the City of Rosenberg Comprehensive Plan Advisory Committee.



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
10	Economic Development Director's Report

ITEM/MOTION

Consideration of and action on a report from the Economic Development Director regarding the previous month's economic development activities and contacts.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

1. Director's Report – August 2014

MUD #: N/A

APPROVALS

Submitted by:

Randall Malik
Economic Development
Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

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



Rosenberg Development Corporation Economic Development Director's Update August 2014

New Home Update

City Housing Starts in 2014:	198
City Housing Starts in July:	24
ETJ Housing Starts in 2014:	301
ETJ Housing Starts in July:	23

Economic Indicators:

Unemployment for July 2014:	5.1%
Non-Adjusted Employment for July 2014:	14,963
May Sales Tax Receipts (April 2014 sales):	\$1,521,078.44
Percentage Change From Previous Year:	+ 12.59%
Annual Sales Tax Receipts for 2014 (April 2014 sales):	\$10,904,751
Percentage Change From Previous Year:	+ 17.41%

Department Activity

- Gave a presentation on new development in Rosenberg at the Central Fort Bend Chamber- Infrastructure Committee Meeting.
- Attended the West Fort Bend Management District Monthly Meeting.
- Attended the Central Fort Bend Chamber Alliance (CFBCA) Downtown Division Meeting.
- Attended the Greater Fort Bend Economic Development Council (GFBEDC) monthly Membership Meeting.
- Coordinated the Business Assistance Grant Program Meeting
- Met with Fort Bend Transit to discuss Regional Transit.
- Met with Representative of the Master Naturalist to discuss efforts in Seabourne Creek Nature Park.
- Attended the Quarterly Houston Regional Economic Development Alliance Meeting
- Attended the Fort Bend Society of Commercial Brokers Meeting.



Projects Update:

Livable Centers Study – HGAC and Morris Architects have agreed on the scope of work for the Study.

Fort Bend Transit: Fort Bend Transit is continuing to meet with Richmond and Rosenberg to discuss the proposed bus route. Fort Bend Transit is working on finalizing the bus route.

Business Retention Program: Staff is working on creating a Business Retention and Expansion Plan. We expect to present the plan to the Board at the October Meeting.

Tax Abatement Guidelines: Current City Tax Abatement Guidelines expire in November. Staff is working on identifying any changes that are necessary to incorporate into the document.

West Fort Bend Management District (WFBMD): Two members of the WFBMD will be appointed to serve with Allen Scopel and Jimmie Pena at the WFBMD September meeting.



August Area Sales Tax Comparisons

City	Net Payment This Period	Comparable Payment Prior Year	Change	2014 Payments To Date	2013 Payments To Date	Change
Rosenberg	\$1,521,078.44	\$1,350,918.50	12.59%	\$10,904,751.06	\$9,286,986.74	17.41%
Richmond	\$467,660.26	\$444,914.46	5.11%	\$3,221,093.73	\$3,072,068.31	4.85%
Fulshear	\$97,436.26	\$88,454.13	10.15%	\$630,251.27	\$511,742.25	23.15%
Houston	\$57,344,725.47	\$56,773,128.58	1.00%	\$427,617,694.53	\$406,766,048.32	5.12%
Humble	\$1,134,870.11	\$1,145,325.78	-0.91%	\$8,850,240.74	\$8,325,369.34	6.30%
Katy	\$1,049,612.68	\$963,884.78	8.89%	\$7,278,377.61	\$7,026,852.50	3.57%
League City	\$1,564,667.16	\$1,478,947.77	5.79%	\$10,703,328.35	\$9,923,249.63	7.86%
Missouri City	\$762,979.98	\$706,521.86	7.99%	\$5,299,212.35	\$4,899,947.56	8.14%
Pearland	\$2,408,680.43	\$2,233,971.79	7.82%	\$17,086,247.71	\$15,891,549.77	7.51%
Sugarland	\$4,619,955.29	\$4,192,954.80	10.18%	\$32,743,323.83	\$29,497,095.20	11.00%
Tomball	\$1,218,986.27	\$1,376,063.58	-11.41%	\$9,562,248.69	\$8,531,022.25	12.08%

RDC May Allocation: \$380,269.81



CITY COUNCIL/RDC COMMUNICATION

September 11, 2014



ITEM #	ITEM TITLE
11	Future Agenda Items

ITEM/MOTION

Consideration of and action on requests for future agenda items.

FINANCIAL SUMMARY	ELECTION DISTRICT
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Annualized Dollars:

- One-time
- Recurring
- N/A

Budgeted:

- Yes No N/A

Source of Funds: N/A

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

SUPPORTING DOCUMENTS:

- 1. None

MUD #: N/A

APPROVALS

Submitted by:

Randall Malik
Economic Development
Director

Reviewed by:

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

Approved for Submittal to City Council:

Robert Gracia
City Manager

EXECUTIVE SUMMARY

This item provides the Rosenberg Development Corporation Board the opportunity to request future agenda items.

ITEM 12

Announcements.

ITEM 13

Adjournment.