

# **NOTICE OF REGULAR ROSENBERG DEVELOPMENT CORPORATION MEETING**

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

**DATE:** Thursday, May 08, 2014  
**TIME:** 4:00 p.m.  
**PLACE:** Rosenberg Civic Center  
3825 Highway 36 South  
Rosenberg, Texas 77471  
**PURPOSE:** Rosenberg Development Corporation Regular Meeting

Call to order.

Statement of rules pertaining to audience comments.

Comments from the audience.

## **CONSENT AGENDA**

- A. Consideration of and action on the Rosenberg Development Corporation Regular Meeting Minutes for April 3, 2014, Rosenberg Development Corporation Special Workshop Meeting Minutes for April 3, 2014, and Rosenberg Development Corporation Special Meeting Minutes for April 29, 2014. (Sullivan)
- B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending April 30, 2014. (Vasut)
- C. Consideration of and action on a report from the Communications Director regarding the previous month's communications activities and contacts. (Fritz)

## **AGENDA**

1. Review and discuss local enhancements along the US 59 / I-69 expansion project corridor, and take action as necessary. (Malik)
2. Consideration of and action on retaining an attorney to advise Rosenberg Development Corporation on legal matters. (Malik)
3. Consideration of and action on downtown city owned property, generally located at 2100 Avenue G. (Malik)
4. Consideration of and action on a report from the Economic Development Director regarding the previous month's economic development activities and contacts. (Malik)
5. Review and discuss requests for future agenda items and take action as necessary.
6. Announcements.
7. Adjournment.

{EXECUTION PAGE TO FOLLOW}

DATED AND POSTED this the 2<sup>nd</sup> day of May, 2014, at 1:39 m. by

Linda Cernosek

Attest:

Linda Cernosek

Linda Cernosek, City Secretary



Approved for posting:

RAM

Randall Malik, Executive Director

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



## COMMUNICATION FORM

May 08, 2014

<b>ITEM #</b>	<b>ITEM TITLE</b>
<b>A</b>	<b>Minutes Review and Consideration</b>
<b>ITEM/MOTION</b>	
Consideration of and action on the Rosenberg Development Corporation Regular Meeting Minutes for April 3, 2014, Rosenberg Development Corporation Special Workshop Meeting Minutes for April 3, 2014, and Rosenberg Development Corporation Special Meeting Minutes for April 29, 2014.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

A handwritten signature in blue ink that reads "Cynthia A. Sullivan".

Cynthia Sullivan  
Secretary II

- 1) Draft Regular Meeting Minutes – April 03, 2014
- 2) Draft Special Meeting Minutes – April 03, 2014
- 3) Draft Special Meeting Minutes – April 29, 2014

### EXECUTIVE SUMMARY

Attached please find draft copies of the Regular Meeting Minutes for April 03, 2014, the Special Workshop Meeting Minutes for April 03, 2014, and the Special Meeting Minutes for the April 29, 2014 for your review and consideration. Staff recommends approval.

**ROSENBERG DEVELOPMENT CORPORATION  
MEETING MINUTES**

On this the 3<sup>rd</sup> day of April 2014, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in a Regular Session, at the Rosenberg Civic Center located at 3825 Highway 36 South, Rosenberg, Texas 77471.

**DIRECTORS PRESENT**

Bill Knesek	President
Allen Scopel	Vice President
Laurie Cook	Secretary
Ted Garcia	Treasurer
Vincent Morales	Director
Dwayne Grigar	Director

**DIRECTORS ABSENT**

Jimmie Peña	Director
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**CITY OF ROSENGERG STAFF PRESENT**

Robert Gracia	City Manager
Randall D. Malik	Economic Development Director
Rachelle Kanak	Assistant Economic Development Director
Joyce Vasut	Executive Director of Administrative Services
John Maresh	Assistant City Manager for Public Services
Kaye Supak	Executive Assistant
Cynthia Sullivan	Secretary II

**GUESTS**

William Benton	Councilor at Large, City of Rosenberg
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**CALL TO ORDER.**

President Knesek called the meeting to order at 4:05 p.m., and introduced Randall Malik, Economic Development Director

**STATEMENT OF RULES PERTAINING TO AUDIENCE COMMENTS.**

Cynthia Sullivan, Secretary II, read the statement of rules pertaining to audience comments.

**COMMENTS FROM THE AUDIENCE.**

There were no comments from the Audience.

**CONSENT AGENDA**

**A. CONSIDERATION OF AND ACTION ON THE REGULAR ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES FOR MARCH 13, 2014.**

Correction to the March 13, 2014 minutes: Director Garcia asked that his statement at the March 13<sup>th</sup> Meeting be included in the official minutes as follows: "Director Garcia indicated that he had used the Fort Bend County Transportation system for one year, and fully supports the Fort Bend County Transportation Department in their efforts to promote improved transportation within Fort Bend County.

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

**C. CONSIDERATION OF AND ACTION ON A REPORT FROM THE COMMUNICATIONS DIRECTOR REGARDING THE PREVIOUS MONTH'S COMMUNICATIONS ACTIVITIES AND CONTACTS.**

President Knesek commented that when the City of Rosenberg has a press release for a project that was partially funded or assisted by RDC, such as the Neighborhood Parks Enhancement, RDC should be given appropriate recognition.

**D. CONSIDERATION OF AND ACTION ON RESOLUTION NO. RDC-89, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION ADDING ROBERT GRACIA AND RANDALL MALIK AS AUTHORIZED REPRESENTATIVES FOR THE RDC TEXPOOL PARTICIPANT SERVICES.**

**Action:** Director Garcia moved and Director Cook seconded the motion to approve Consent Agenda items A, B, C and D with the noted correction to the minutes. The motion passed unanimously by those present.

**AGENDA**

Note: Item No. 4 was taken out of order and discussed as Item No. 1 Please see Item No. 4 below.

**1. REVIEW AND DISCUSS PROPOSED 2014 RDC STRATEGIC PLAN, AND TAKE ACTION AS NECESSARY.**

Rachelle Kanak opened the discussion by providing an overview of the Strategic Plan.

**Key discussion points:**

- The Board indicated a need to prioritize strategies and the creation of realistic action plans before approval of the final plan.
- The Board agreed to pick 5-10 items each, email to Randall Malik and then RDC staff and Board can focus on specific goals and prioritize them.
- City Manager Robert Gracia reminded the Board that Strategic Plans are generally designed to be phased in over a long term, that being five (5) years.

No action was taken.

**2. REVIEW AND DISCUSS GATEWAY SIGNAGE, AND TAKE ACTION AS NECESSARY.**

**Key discussion points:**

- The need to maintain landscaping and refresh the current signs.
- Future infrastructure projects may require that certain signs be moved or replaced.
- Future design and funding in coordination with TxDOT for sign enhancements.

The Board requested that staff return with an update on road projects. Staff was asked to place signage enhancements on hold until roadwork subsides.

No action was taken.

**3. CONSIDERATION OF AND ACTION ON BUSINESS ASSISTANCE GRANT PROGRAM REVIEW COMMITTEE.**

**Key discussion points:**

- Appoint one RDC Board member to serve on the Business Assistance Grant Program Review Committee.

**Action:** Director Scopel moved and Director Garcia seconded the motion to appoint Director Cook to the Business Assistance Grant Review Committee. The motion passed unanimously by those present.

**4. REVIEW AND DISCUSS CITY-WIDE GARAGE SALE, AND TAKE ACTION AS NECESSARY.** (This item was taken out of order as Item No. 1)

**Key discussion:**

- Councilor William Benton requested that RDC consider participation in a city-wide garage sale.
- Councilor Benton commented that the event could help “clean up” the City and encourage Economic Development as people shop and eat in Rosenberg.
- Board concerns were voiced about the time and personnel necessary to organize an event of this size.
- Other suggestions were to emphasize bulk pick-up days and recycling with additional advertising and increased support of the “Keep Rosenberg Beautiful” campaign.

No action was taken.

**5. REVIEW AND DISCUSS KOEBLEN ROAD RECONSTRUCTION, AND TAKE ACTION AS NECESSARY.**

John Maresh opened the discussion by noting that Koeblen Road is heavily utilized by large trucks and has been damaged due to dirt hauling. He indicated that the road will require reconstruction.

**Key discussion points:**

- John Maresh reported about 4,000 feet of road is damaged.
- Fort Bend County is going to be working on their section of the road, and the City has an opportunity to partner with the County to do the repairs and to share the cost.

**Action:** Director Cook moved and Director Scopel seconded the motion that RDC fund one-half (½) of the cost of repairs to Koeblen Road in the amount of \$133,865. President Knesek, Directors Grigor and Garcia voted “No”. Directors Morales, Cook, and Scopel voted “Yes.” The motion failed due to lack of a majority vote.

**Action:** Director Grigor moved and Director Garcia seconded the motion that RDC fund one-third (1/3) of the cost of repairs to Koeblen Road in the amount of \$44,621.00. Directors Cook and Scopel voted “No”. President Knesek, Directors Grigor, Garcia and Morales voted “Yes.” The motion passed.

**Note:** The Board agreed by consensus to fund the Koeblen Road repairs from the Business Incentive line item. The Board also agreed by consensus to reconsider the possibility of awarding additional repair funding should additional funds be required.

**6. REVIEW AND DISCUSS CITY OF ROSENBERG SIDEWALK PROJECTS, AND TAKE ACTION AS NECESSARY.**

**Key discussion points:**

- President Knesek distributed copies of a proposed sidewalk plan.
- President Knesek indicated the sidewalk improvements could potentially cost approximately \$153,000.
- President Knesek requested that Mr. Maresh bring the City’s sidewalk plan to the Board for their review in anticipation of the addition of further sidewalk improvements.

No action was taken.

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

***Key discussion points:***

- The Board asked Mr. Malik to bring the Economic Development Department's Strategic Plan recently approved by City Council to the next meeting.
- Discussion included a question about the process of approving protected covenants for the Business Park. Mr. Malik reported that staff is making sure the guidelines allow them to preserve the identity of the Business Park. Once the process is complete, he will bring it to the appropriate boards.

No action was taken.

**8. REVIEW AND DISCUSS REQUESTS FOR FUTURE AGENDA ITEMS.**

- City Sidewalk Plan.
- Clarification of Attorney's Services on behalf of RDC.
- Legal services provided for within the Administrative Services Agreement with the City of Rosenberg.

No action was taken.

**9. ANNOUNCEMENTS.**

Giant project – Shopping Texas

West Fort Bend Management District – Beautiful landscaping at the Aldi store sight

New donut shop in town

**10. ADJOURNMENT.**

**Action:** Director Cook moved and Director Garcia seconded the motion to adjourn the meeting at 5:59 p.m. The motion passed unanimously by those present.

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Cynthia Sullivan, Secretary II  
City of Rosenberg

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Bill Knesek, President  
Rosenberg Development Corporation

RDC Minute Attachments:

1. Proposed Sidewalk Plan

**ROSENBERG DEVELOPMENT CORPORATION  
SPECIAL MEETING MINUTES**

On this the 3rd day of April 2014, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, at the Imperial Performing Arts Center located at 823 3<sup>rd</sup> Street, Rosenberg, Texas 77471.

**DIRECTORS PRESENT**

Bill Knesek	President
Allen Scopel	Vice President
Laurie Cook	Secretary
Ted Garcia	Treasurer
Vincent Morales	Director
Dwayne Grigar	Director

**DIRECTORS ABSENT**

Jimmie Peña	Director
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**CITY OF ROSENERG STAFF PRESENT**

Robert Gracia	City Manager
Randall D. Malik	Economic Development Director
Rachelle Kanak	Assistant Economic Development Director
Kaye Supak	Executive Assistant
Cynthia Sullivan	Secretary II

**IMPERIAL ARTS BOARD OF DIRECTORS PRESENT**

Ed Crowell, Jr.  
Nancy Olson  
Lupe Uresti  
Minerva Perez  
Shirley Isbell

**IMPERIAL ARTS STAFF PRESENT**

Edward Crowell, III

**GUESTS**

Lydia Wallace Crowell  
Shanta Kuhl, Central Fort Bend Chamber Alliance  
Bob Vogelsang

**CALL TO ORDER.**

President Knesek called the meeting to order at 6:52 p.m.

**AGENDA**

1. Hold Board workshop regarding the Imperial Performing Arts Performance Agreement, and take action as necessary.

***Presentation prepared by Ed Crowell, III and discussion items:***

Ed Crowell, III began his presentation by stating that RDC and Imperial Art is a public-private partnership...“a business relationship between a private-sector company and a government agency for the purpose of completing a project that will serve the public.” He further mentioned that Imperial Arts would like to request an amendment to the Performance Agreement with the Rosenberg Development Corporation to extend our partnership toward economic development through the arts in Rosenberg.

Ed Crowell, III mentioned that the Texas’ Arts and Culture Industry generates \$4.6 billion per year in taxable sales.

Ed Crowell, III further mentioned that supporting arts demonstrates leadership in providing public access to arts and arts education, ensures transparency and accountability, reduces barriers to public participation and serves the underserved, provides civic benefits, including diversity, awareness, and lifelong education, supports a 'climate of thought and imagination...demanded by democracy.' Further, not-for-profit organizations are willing to fulfill civic responsibilities that are not 'profitable', i.e., the arts, government funding is critical.

The purpose of the agreement was to promote tourism and cultural arts in the City of Rosenberg by relocating Fort Bend County's sole resident professional fine arts organization from Sugar Land to Rosenberg.

#### Phase I (Relocation and Center for the Arts)

- Establish a permanent Home for Imperial Arts in Rosenberg
- Participate in and encourage economic development in Rosenberg
- Prepare for the launch of a Capital Campaign for the Cole Theater

#### Phase II (Cole Theater)

- Establish Restoration Specifications and Plans
- Launch a Capital Campaign
- Perform the First Stage of Restoration

Imperial Arts agreed to relocate to Rosenberg from Sugar Land and establish a performing and cultural arts program in Historic Downtown Rosenberg as the only program of its type in Fort Bend County. IPA further agreed to renovate and open the Center for Arts no later than September 30, 2012 (extended to November 15) in accordance with all applicable City ordinances and codes as the only professional performing and visual arts facility in Fort Bend County. The agreement included a performing arts program with a minimum of 60 public ticketed events and 6 community events, annually for 10 years, as the only program of its type in Fort Bend County. IPA also agreed to coordinate the development of an application to the Texas Commission on the Arts for designation of Historic Downtown Rosenberg as a State Cultural District as the only designated Cultural District in Fort Bend County.

Phase II – Imperial Arts agreed to renovate and re-open the Cole Theater by December 31, 2014 in accordance with all applicable City ordinances and codes.

As the funding process began, the photographer hired by IPA to help with their funding, found the Cole Theater to be unsafe due to raw sewage in the orchestra pit. Sewage had routinely backed up in the building. It was mentioned that ordering an engineering study didn't make sense until IPA had a discussion with the building owner. IPA met with the building owner in January to discuss the project. After the meeting, it seemed clear the building owner was going to renovate the building. It was determined by the APEX inspection, the cost to renovate would be approximately \$3,500,000. An organization the size of IPA cannot fund \$3,500,000 renovation project.

Director Scopel asked if the actual numbers for the \$3,500,000 renovation cost was available. Ed Crowell, Jr. indicated that no formal inspection was completed. Director Scopel asked if it would help if the building was renovated under historic preservation guidelines. Ed Crowell, III explained historic preservation could potentially cost more to restore the original structure.

Presentation slides on marketing data showed 84% of people buying tickets to IPA events are cultural tourists. It was mentioned that the cultural tourists are shopping and spending money in downtown Rosenberg. IPA has an arrangement with the Volgelsang building to stay open when an evening event is planned at the Arts Center. IPA has estimated that the RDC has received over 5,000,000 media impressions with RDC's logo attached in marketing material.

Ed Crowell, Jr. presented the IPA FY 2014 budget. The Center renovation cost was \$226,005 over budget. President Knesek asked what the cost for rent of the Center is. Ed Crowell, Jr. indicated that the current rent is \$1,000 per month. However, rent will increase to \$2,000 for the next two years and then a small increase for the balance of the 6 year lease.

Imperial Arts Staff and Board are requesting RDC fund \$150,000 toward Imperial's operating expenses for the next two years (FY 2014 and FY 2015).

Director Scopel asked to see a balance sheet and found the \$100,000 restricted fund account was not listed on the IPA balance sheet. Ed Crowell, Jr. said the reason it hasn't been on the balance sheet is their CPA hasn't read the agreement explaining the \$100,000 for the renovation of the Cole Theater.

IPA Board Member, Shirley Isbell, spoke about the benefit she feels IPA has for the people of Rosenberg.

Director Scopel asked if the IPA Board and Staff have secured other funding from the general public in donations to the organization. Ed Crowell, Jr. said they tried and went to business owners and 100% of those people said they don't know IPA and that they should get a season under their belt.

IPA Board Member, Nancy Olson, spoke about how the business community didn't know who IPA was and that they didn't have an established track record. She further mentioned that IPA created hundreds of events so they could get name recognition. When looking at the \$100,000 spent, IPA still didn't know the true total cost to renovate the building. Getting a branding campaign and visibility has also cost the organization money.

President Knesek spoke about the \$500,000 total given to IPA through the agreement with RDC and that the \$100,000 was specifically for the renovation of the Cole Theater. The excitement for the agreement in the beginning was the renovation of the Cole Theater. President Knesek mentioned that IPA would be in default of the agreement if the \$100,000 is not spent on the renovation of the Cole Theater.

Ed Crowell, Jr. said financial reports were provided every month to the RDC staff to give to the board so there should be no surprises in the \$100,000 spent on operating costs. RDC Assistant Director, Rachelle Kanak, mentioned that financial reports were stopped in September 2013.

Director Morales said he would like to work something out with the performance agreement. He further stated that sales tax revenue and business activity has continued to increase in the downtown area.

Director Garcia asked at what point IPA staff and board decided they had spent enough money on the building and it wasn't going to work to renovate the Cole Theater. Ed Crowell, Jr. said when they realized they were not going to renovate the Cole Theater he notified the Director of Economic Development. He was told IPA would be in default of their agreement and would have to repay the \$100,000 to RDC. Ed Crowell, III further answered Director Garcia's question and said these types of organizations always have funding from government agencies. Without municipal government funding, such as HOT taxes, these organizations wouldn't make it. Ed Crowell, III cited the Houston Symphony as a group supported by HOT funds.

President Knesek asked where the additional money came from and was told IPA got some short term financing and then paid off that note with grant money from RDC and others. IPA would like RDC to amend the Performance agreement for the RDC to fund the \$150,000 budget shortfall. IPA would continue to name RDC as an underwriter and asks RDC to remove the conditions relative to the Cole Theater renovation. IPA would also like to discuss options with RDC to extend the partnership toward economic development through the arts in Rosenberg.

Director Morales asked IPA to send Randall Malik all the information requested this evening so it can be distributed to the board. Ed Crowell, Jr. said he will put everything we asked for in a drop box for Randall Malik to distribute to the board.

Minerva Perez commented that the IPA board's intentions are good, and that they have been a positive group for downtown. She further stated that it behooves the City of Rosenberg to move forward with IPA. She also complimented the transparency she's experienced on the board of IPA.

Lupe Uresti is also new to the IPA board and wanted to say that she truly believes in IPA and the work that's been done to downtown Rosenberg. She wishes that more Rosenberg people would buy into this organization. With regards to the \$100,000, she would like to measure how this affects the whole community going forward.

Ed Crowell, Jr. stated that he was encouraged by the RDC staff to market the Arts outside Rosenberg. IPA marketing focused on that economic development through the arts. It never occurred to IPA to market to

Rosenberg folks to buy tickets here. Ed Crowell, Jr. indicated that the requested information will be distributed to the board when received from IPA.

No action was taken.

## 2. ADJOURNMENT.

**Action:** Director Cook moved and Director Garcia seconded to adjourn the meeting at 8:49 p.m. The motion passed unanimously by those present.

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Cynthia Sullivan, Secretary II  
City of Rosenberg

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Bill Knesek, President  
Rosenberg Development Corporation

RDC Minute Attachments:

1. Imperial Performing Arts Power Point

**ROSENBERG DEVELOPMENT CORPORATION  
SPECIAL MEETING MINUTES**

On this the 29th day of April 2014, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in a Special Session, at the Rosenberg Civic Center located at 3825 Highway 36 South, Rosenberg, Texas 77471.

**DIRECTORS PRESENT**

Bill Knesek	President
Allen Scopel	Vice President
Laurie Cook	Secretary
Ted Garcia	Treasurer
Vincent Morales	Director
Dwayne Grigar	Director
Jimmie Peña	Director

**CITY OF ROSENGERG STAFF PRESENT**

Randall D. Malik	Economic Development Director
Rachelle Kanak	Assistant Economic Development Director
Lora Lenzsch	City Attorney
Cynthia Sullivan	Secretary II

**CALL TO ORDER.**

President Knesek called the meeting to order at 4:15 p.m.

**AGENDA**

**1. Consideration of and action on motion to adjourn to Executive Session.**

**Action:** Director Scopel moved and Director Cook seconded the motion to adjourn for Executive Session at 4:17 p.m. The motion passed unanimously by those present.

**2. Hold Executive Session for consultation with City Attorney to receive legal advice on legal matters as authorized by Texas Government Code Section 551.071.**

**3. Adjourn Executive Session, reconvene into Special Session, and take action as necessary as a result of Executive Session.**

Executive Session was adjourned at approximately 4:56 p.m. The Board reconvened into Special Session.

**Action:** Director Cook moved and Director Garcia seconded the motion to direct City Attorney, Lora Lenzsch, to draft a letter to the Board and staff of Imperial Performing Arts informing them RDC is making no amendments to the performance agreement that expires December 31, 2014. The motion passed unanimously by those present.

**4. Announcements.**

There were no announcements.

**5. Adjournment.**

**Action:** Director Cook moved and Director Grigar seconded to adjourn the meeting at 5:02 p.m. The motion passed unanimously by those present.

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Cynthia Sullivan, Secretary II  
City of Rosenberg

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Bill Knesek, President  
Rosenberg Development Corporation



## COMMUNICATION FORM

May 08, 2014

ITEM #	ITEM TITLE
B	Rosenberg Development Corporation Financial Reports
ITEM/MOTION	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending April 30, 2014.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

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

- 1) RDC Financial Report – April 2014
- 2) RDC Investment Report Quartered Ended 03/31/14

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

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

**CITY OF ROSENBERG, TEXAS**  
**ROSENBERG DEVELOPMENT CORPORATION**  
**APRIL 2014**

Classification	2013-14 Amended Budget	2013-14 Act. Rev/Exp YTD	2013-14 Encumbered	2013-14 YTD Budget Remaining	% of Budget Used  Target
<b>REVENUES:</b>					
<i>Sales Taxes</i>	\$ 2,440,701	\$ 1,619,723	\$ -	\$ 820,978	66.36%
<i>Sales Taxes BTC 1</i>	558,202	348,168	-	210,034	62.37%
<i>Sales Taxes BTC 2</i>	446,297	264,776	-		59.33%
<i>Downtown Sales Taxes</i>	-	22,800	-	(22,800)	
<i>Sales Tax Total</i>	3,445,200	2,255,467	-	1,008,212	
<i>Interest Earnings</i>	5,000	-	-	5,000	0.00%
<b>TOTAL REVENUES</b>	<b>3,450,200</b>	<b>2,255,467</b>	<b>-</b>	<b>1,013,212</b>	<b>65.37%</b>
<b>EXPENDITURES:</b>					
<b>Administration (max 10%):</b>					
<b>Office Supplies</b>					
a) Office Supplies	1,000	652	-	348	
Total for Office Supplies Account	1,000	652	-	348	65.23%
<b>Computer Supplies</b>					
a) Computer Supplies	3,000	170	-	2,830	
Total for Computer Supplies Account	3,000	170	-	2,830	5.65%
<b>Business Expense</b>					
a) Board of Director Expenses, RDC Lunches, Chamber Lunches	1,700	173	-	1,527	
Total for Business Expenses Account	1,700	173	-	1,527	10.17%
<b>General Insurance</b>					
a) Insurance	400	229	-	171	
Total for General Insurance Account	400	229	-	171	57.30%
<b>Education and Training</b>					
Total for Education and Training Account	7,500	2,785	-	4,715	37.13%
<b>Other Contractual Services</b>					
Total for Other Contractual Services	241,851	120,987	-	120,864	50.03%
<b>Subtotal for Administration Expenses</b>	<b>255,451</b>	<b>124,996</b>	<b>-</b>	<b>130,455</b>	<b>48.93%</b>
<b>Marketing:</b>					
<b>Business Expenses</b>					
Total for Business Expense Account	3,730	398	-	3,332	10.66%
<b>Dues, Subscriptions, and Memberships</b>					
Total for Dues, Subs. & Memb. Account	58,112	41,053	-	17,059	70.64%

Classification	2013-14 Amended Budget	2013-14 Act. Rev/Exp YTD	2013-14 Encumbered	2013-14 YTD Budget Remaining	% of Budget Used
<b>Outside Professional Services</b>					
a) GFBEDC	12,500	12,500	-	-	
Total for GFBEDC	12,500	12,500	-	-	100.00%
<b>Postage</b>					
a) Postage	200	94	-	106	
Total for Postage Account	200	94	-	106	47.09%
<b>Freight and Express</b>					
a) Freight and Express	100	-	-	100	
Total for Freight and Express Account	100	-	-	100	0.00%
<b>Advertising</b>					
Total for Advertising Account	29,000	25,927	-	3,073	89.40%
<b>Printing and Binding</b>					
a) Marketing, Business Cards, Name Plates	4,500	2,552	-	1,948	
Total for Printing and Binding Account	4,500	2,552	-	1,948	56.71%
<b>Other Contractual Services</b>					
a) Business Retention	10,000	-	-	10,000	
Total for Business Retention	10,000	-	-	10,000	0.00%
<b>Subtotal for Marketing Accounts</b>	<b>118,142</b>	<b>82,524</b>	<b>-</b>	<b>35,618</b>	<b>69.85%</b>
<b>Strategic Planning Consulting</b>					
a) WFBMD Operating Assistance	40,000	40,000	-	-	
b) Transit Study	-	-	-	-	
Total for Strategic Planning Consulting	40,000	40,000	-	-	100.00%
<b>Subtotal for Strategic Planning Accounts</b>	<b>40,000</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>100.00%</b>
<b>Professional Services</b>					
Total for Professional Services	20,000	6,272	-	13,728	31.36%
<b>Subtotal for Professional Services</b>	<b>20,000</b>	<b>6,272</b>	<b>-</b>	<b>13,728</b>	<b>31.36%</b>
<b>Business Incentive Projects</b>					
a) Prospective Business Incentives	500,000	-	-	500,000	
Total for Business Incentive Projects	500,000	-	-	500,000	0.00%
<b>Improvements other than Building</b>					
Total Funds Transferred to RDC Projects	2,958,539	2,796,219	-	162,320	94.51%
Total Debt Service Principal	779,700	324,875	-	454,825	41.67%
Total Debt Service Interest	219,694	91,539	-	128,155	41.67%
<b>Subtotal for Infrastructure Accounts</b>	<b>4,457,933</b>	<b>3,212,633</b>	<b>-</b>	<b>1,245,300</b>	<b>72.07%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,891,526</b>	<b>\$ 3,466,425</b>	<b>\$ -</b>	<b>\$ 1,425,101</b>	<b>70.87%</b>

**ROSENBERG DEVELOPMENT CORPORATION**  
**2013-14 ACTUAL**  
**PERIOD ENDED APRIL 2014**

Classification	RDC Actual	RDC Projects	Total
<b>Resources:</b>			
Total Beginning Fund Balance @ 10/01/13	\$ 5,062,015	\$ 1,786,277	\$ 6,848,292
Revenues and Transfers In	2,255,467	2,796,480	5,051,947
Total Funds Available	<u>\$ 7,317,482</u>	<u>\$ 4,582,757</u>	<u>\$ 11,900,239</u>
<b>Uses/Deductions:</b>			
Expenditures and Transfers Out	3,466,425	474,859	3,941,284
<b>Ending Fund Balance:</b>			
Total Ending Fund Balance	\$ 3,851,057	\$ 4,107,898	\$ 7,958,955
Reserved for Debt Service	999,394	-	999,394
Reserved for RDC Projects	-	4,107,898	4,107,898
<b>Unreserved Fund Balance Total</b>	<u>\$ 2,851,663</u>	<u>\$ -</u>	<u>\$ 2,851,663</u>

**Synopsis of Current Revenues and Expenditures  
Rosenberg Development Corporation  
For the Month of April 2014**

Account Number	Description	Amount
<b>Revenues</b>		
219-0000-402-0000	Sales Taxes	\$ 304,220.50
	Subtotal Current Period Revenues	<u>304,220.50</u>
<b>Total Current Period Revenues</b>		<b>\$ <u>304,220.50</u></b>
<b>Expenditures</b>		
219-1000-540-3110	Office Supplies (Administration) - Office Depot - Office Supplies	31.40
219-1000-540-3110	Office Supplies (Administration) - Burke Printing - Business Cards - R. Malik	69.35
219-1000-540-3110	Office Supplies (Administration) - Office Depot - Toner & Business Card Holder	416.84
	Subtotal	<u>517.59</u>
219-1000-540-3120	Computer Supplies (Administration) - SHI-Government Solutions - Publisher 2013	169.60
	Subtotal	<u>169.60</u>
219-1000-540-3135	Business Expenses (Administration) - RDC Board Meeting McAlister's	121.88
	Subtotal	<u>121.88</u>
219-1000-540-5710	Other Contractual Services (Administration) - Amegy Bank - RDC Analysis Fee	65.63
	Subtotal	<u>65.63</u>
<b>Total Administration</b>		<b>\$ <u>874.70</u></b>
219-2000-540-5310	Advertising (Marketing) - Etask.com Inc. - Website Support, Maintenance and Hosting	600.00
219-2000-540-5310	Advertising (Marketing) - GoDadd.com - Hosting Linux Renewal	168.00
		<u>768.00</u>
219-2000-540-5410	Printing and Binding (Marketing) - MyCreative Shop - Tri Fold Brochures	51.00
219-2000-540-5410	Printing and Binding (Marketing) - Dolphin Graphics - April 2014 Insider Newsletter	268.75
219-2000-540-5410	Printing and Binding (Marketing) - DataProse, LLC - Fee to insert Insider Newsletter	20.83
	Subtotal	<u>340.58</u>
<b>Total Marketing</b>		<b>\$ <u>1,108.58</u></b>
<b>Total Current Period Expenditures</b>		<b>\$ <u>1,983.28</u></b>
<b>Net Excess (Deficit)</b>		<b>\$ <u>302,237.22</u></b>

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

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

Monthly BTC - I Receipts	Monthly BTC - II Receipts	Monthly Downtown Receipts

**Fiscal Year 2012-13**

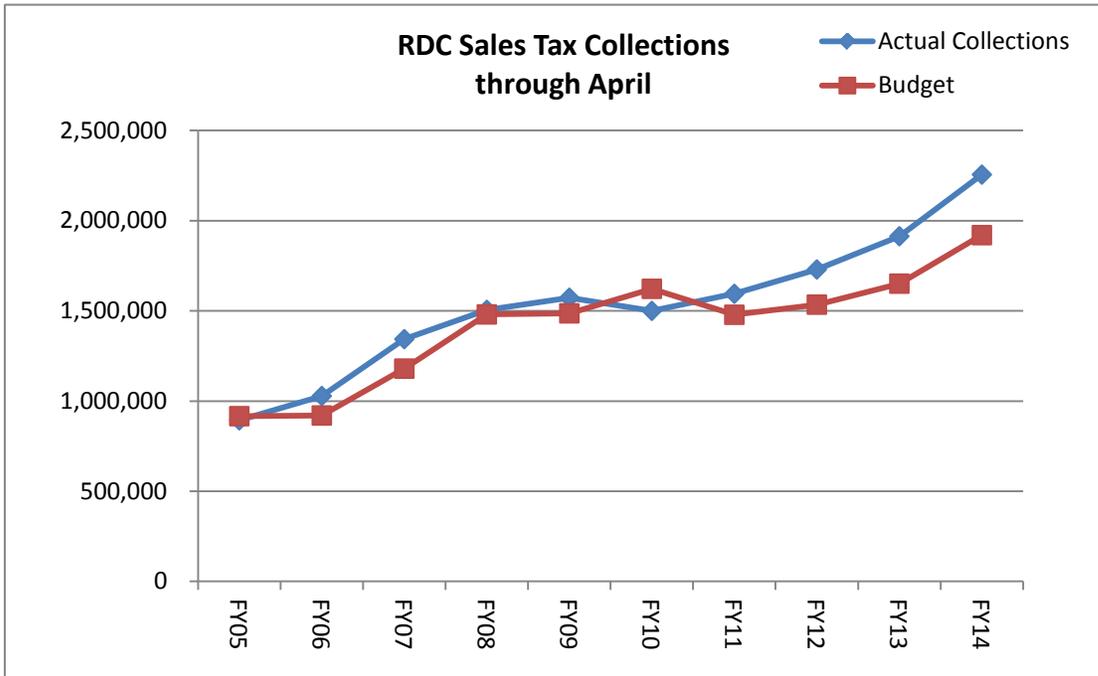
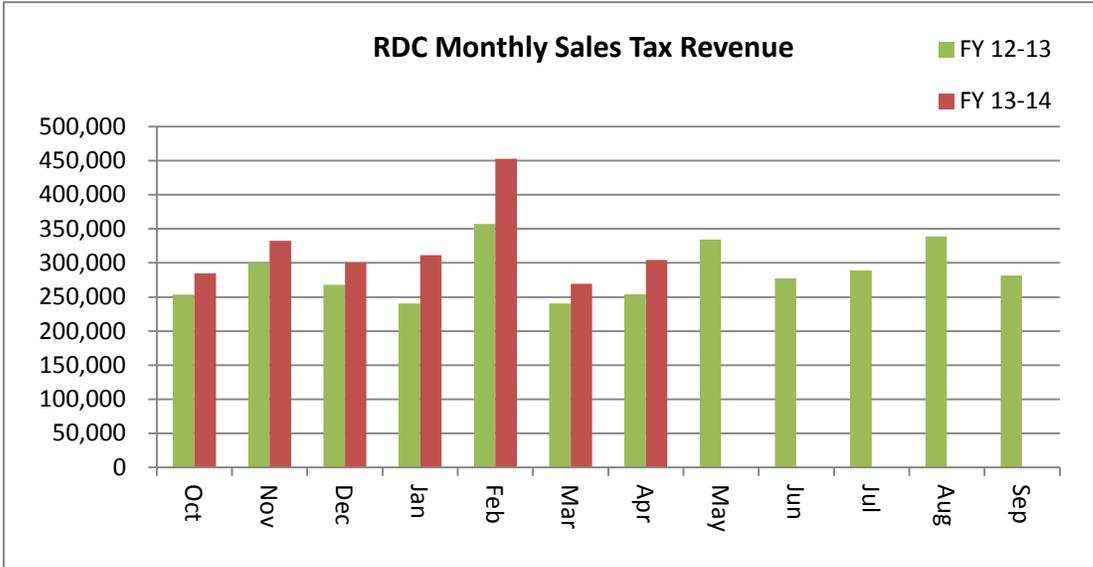
Oct	\$253,488	\$ 253,488	\$ 206,329	\$ 206,329	122.86%	17.3%	17.3%	\$ 39,879	\$ 22,088
Nov	300,245	553,733	268,681	475,010	116.57%	6.7%	11.3%	41,673	56,236
Dec	267,903	821,636	206,328	681,337	120.59%	24.0%	15.1%	48,344	18,259
Jan	240,399	1,062,035	217,242	898,579	118.19%	5.6%	12.8%	40,056	20,626
Feb	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	-		335,114	2,255,025						
Jun	-		278,024	2,533,049						
Jul	-		289,771	2,822,820						
Aug	-		340,121	3,162,941						
Sep	-		282,259	3,445,200						
Total								\$ 348,168	\$ 264,777	\$ 22,800

**ROSENBERG DEVELOPMENT CORPORATION  
SALES TAX REVENUES**

**GRAPHS**



**Rosenberg Development Corporation  
Outstanding Debt Service**

<b>Fiscal Year</b>	<b>Principal Due</b>	<b>Total Interest</b>	<b>Total Principal &amp; Interest</b>	<b>Adjustment for Business Park</b>	<b>Adjusted Principal &amp; Interest</b>
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
<b>Total</b>	<b>\$7,370,710</b>	<b>\$1,501,245</b>	<b>\$8,871,955</b>	<b>(1,700,000)</b>	<b>\$7,171,955</b>

Rosenberg Development Corporation  
RDC Projects Fund  
For the Period Ended April 30, 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	\$ 398,081	\$ 1,271	\$ 648
Project Management Fee		15,000	15,000	-	-
<b>Totals</b>		<b>\$ 415,000</b>	<b>\$ 413,081</b>	<b>\$ 1,271</b>	<b>\$ 648</b>

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	\$ 592,223	\$ 39,212	\$ 44,957
Project Management Fee		4,016	4,016	-	-
<b>Totals</b>		<b>\$ 680,408</b>	<b>\$ 596,239</b>	<b>\$ 39,212</b>	<b>\$ 44,957</b>

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	\$ 8,851	\$ -	\$ 26,149
<b>Totals</b>		<b>\$ 35,000</b>	<b>\$ 8,851</b>	<b>\$ -</b>	<b>\$ 26,149</b>

CP1207		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Seatex Expansion Project	225-7000-540-7030	\$ 429,846	\$ 395,330	\$ 34,516	\$ -
<b>Totals</b>		<b>\$ 429,846</b>	<b>\$ 395,330</b>	<b>\$ 34,516</b>	<b>\$ -</b>

CP1210		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
RDC Downtown Building Renovation	225-7000-540-7020	\$ 400,000	\$ 7,093	\$ -	\$ 392,907
<b>Totals</b>		<b>\$ 400,000</b>	<b>\$ 7,093</b>	<b>\$ -</b>	<b>\$ 392,907</b>

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	\$ 197,834	\$ 28,723	\$ 23,443
<b>Totals</b>		<b>\$ 250,000</b>	<b>\$ 197,834</b>	<b>\$ 28,723</b>	<b>\$ 23,443</b>

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	\$ 1,889,783	\$ 103,825	\$ 193,800	\$ 1,592,158
Project Management Fee		85,000	-	-	85,000
<b>Totals</b>		<b>\$ 1,974,783</b>	<b>\$ 103,825</b>	<b>\$ 193,800</b>	<b>\$ 1,677,158</b>

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	\$ 84,648	\$ -	\$ 165,352
Project Management Fee		12,500	-	-	12,500
<b>Totals</b>		<b>\$ 262,500</b>	<b>\$ 84,648</b>	<b>\$ -</b>	<b>\$ 177,852</b>

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
<b>Totals</b>		<b>\$ 750,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000</b>

CP1401		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
FY2014 Park Improvements - Master Naturalist	225-7000-540-7030	\$ 50,000	\$ 50,000	\$ -	\$ -
<b>Totals</b>		<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ -</b>

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
<b>Totals</b>		<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 500,000</b>

CP1404		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Mons Avenue Sidewalks	225-7000-540-7033	\$ 217,000	\$ -	\$ -	\$ 217,000
<b>Totals</b>		<b>\$ 217,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 217,000</b>

<b>Total</b>		<b>\$ 5,098,021</b>	<b>\$ 1,837,885</b>	<b>\$ 297,523</b>	<b>\$ 3,712,613</b>
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<b>Total Project Management Fees</b>		<b>\$ 116,516</b>	<b>\$ 19,016</b>	<b>\$ -</b>	<b>\$ 97,500</b>
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**ROSENBERG DEVELOPMENT CORPORATION  
QUARTERLY INVESTMENT REPORT  
FOR THE QUARTER ENDED MARCH 31, 2014**

The investment portfolio detailed in the attached report includes all investment transactions made during the above referenced period. The investment portfolio and all related transactions comply with the investment policy of the Rosenberg Development Corporation and the Public Funds Investment Act of the State of Texas.



Investment Officer: \_\_\_\_\_

Joyce Vasut, Finance Director

Date: 5/1/2014

1

**ROSENBERG DEVELOPMENT CORPORATION  
 QUARTERLY INVESTMENT REPORT  
 AS OF MARCH 31, 2014**

**Balance Comparison by Quarter**

<b><u>INVESTMENT BALANCES BY TYPE</u></b>	<b>Book Value <u>6/30/2013</u></b>	<b>Book Value <u>9/30/2013</u></b>	<b>Book Value <u>12/31/2013</u></b>	<b>Book Value <u>3/31/2014</u></b>
TEXPOOL	\$ 4,355,998	\$ 4,890,760	\$ 4,893,983	\$ 2,795,006
BRAZOS VALLEY SCHOOLS CREDIT UNION	261,326	261,718	262,111	245,016
AMEGY BANK - OPERATING ACCOUNT	23,940	38,561	71,303	32,961
TOTAL CASH AND INVESTMENTS	<u>\$ 4,641,264</u>	<u>\$ 5,191,039</u>	<u>\$ 5,227,397</u>	<u>\$ 3,072,983</u>

**ROSENBERG DEVELOPMENT CORPORATION**  
**INVESTMENTS OUTSTANDING AS OF MARCH 31, 2014**

Purchase Date	Description	Maturity Date	# Days to Maturity	Cost	Par Value	Coupon Yield	12/31/2013		Quarterly Activity			3/31/2014		Unrealized Gain/Loss
							Book Value	Market Value	Purchases	Maturities	Interest	Book Value	Market Value	
TEXPOOL														
N/A	Texpool - General Fund	N/A	N/A		2,795,006	0.03%	4,893,983	4,893,983	1,033,571	(3,132,911)	363	2,795,006	2,795,006	-
													91% OF TOTAL	
BRAZOS VALLEY SCHOOLS CREDIT UNION														
3/28/2014	Certificate of Deposit	3/28/2015	365	245,000	245,000	0.60%	262,111	262,111		(17,478)	384	245,016	245,016	-
													8% OF TOTAL	
DEPOSITORY - AMEGY BANK														
N/A	Operating Account	N/A	N/A		32,961	0.00%	71,303	71,303	85,000	(123,342)		32,961	32,961	-
													1% OF TOTAL	
<b>TOTAL PORTFOLIO</b>				<b>\$ 245,000</b>	<b>\$ 3,072,966</b>	<b>0.07%</b>	<b>5,227,397</b>	<b>5,227,397</b>	<b>1,118,571</b>	<b>(3,273,732)</b>	<b>746</b>	<b>3,072,983</b>	<b>3,072,983</b>	<b>-</b>



# COMMUNICATION FORM

May 08, 2014

ITEM #	ITEM TITLE
C	Communications Director's Report

<b>ITEM/MOTION</b>
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Consideration of and action on a report from the Communications Director regarding the previous month's communications activities and contacts.

<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>
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SUBMITTED BY :

1) Activities Report – April 2014

A handwritten signature in black ink, appearing to read 'Angela Fritz', is written over a light blue horizontal line.

Angela Fritz  
Communications Director

<b>EXECUTIVE SUMMARY</b>
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This item has been included to provide the Board with an update on the Communications Director's activities in the previous month, as they relate to economic development.

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## **Communications Director economic development-related activities**

- Preparation of upcoming monthly City newsletter and RDC section
  - May/June topic – Livable Centers Study
  - Possible Upcoming Topics:
    - ALDI Distribution Center Groundbreaking
    - Development update
    - H-GAC Subregional Plan findings
- Help Transition Technology Department
- Complete video recording equipment installation in Council Chamber for live video streaming of Council meetings
- Review and update City website – ongoing
- Coordinate Municipal Channel information updates – ongoing
- Complete implementation of video recording and streaming for City Council meetings
- Overall media relations and messaging for City – ongoing
- Coordinate distribution of Cultural District brochures in response to publication-generated leads - ongoing
- Coordinate and assist with website calendar listings for community and cultural district events – ongoing
- Attend ALDI distribution facility groundbreaking May 1, 2014
- Attend TxDOT public hearing on US 90A/FM 1640 project – April 8, 2014
- Help coordinate and attend District I Town Hall Meeting – May 1, 2014



## COMMUNICATION FORM

May 08, 2014

ITEM #	ITEM TITLE
1	Interstate 69 Bridge Enhancement Discussion
<b>ITEM/MOTION</b>	
Review and discuss local enhancements along the US 59 / I-69 expansion project corridor, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

1. SWA Group Proposal
2. Overpass Rendering

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

This item provides an opportunity for the City and/or RDC to provide input on potential bridge enhancements. Staff met with the Texas Department of Transportation officials and the construction company awarded the US 59/I-69 expansion project. Plans have not yet been developed for the intersections of I-69 and FM2218 and I-69, and Reading overpasses/underpasses.



24 April 2014

Rachelle Kanak  
Assistant Economic Development Director  
City of Rosenberg  
2110 Fourth Street  
Rosenberg, TX 77471  
T - 832-595-3338

RE: I-69 Bridge Enhancements  
SWA Project - Promotion 603

Dear Rachelle:

Thank you for contacting SWA and inquiring as to our capability and interest in working with the Rosenberg Development Corporation ("RDC") on the referenced project. We understand that TxDOT is proposing to reconstruct three existing bridges in the City of Rosenberg - Reading Road, FM2218 and SH 36 - as part of its expansion of I-69. We also understand that SH36 is a priority, that TxDOT has indicated that it is receptive to including aesthetic (non-structural) enhancements to the three bridges and other amenities (signage and landscaping) and that TxDOT will include any final, agreed enhancements in the form of design documents in its I-69 construction plans. Finally, we understand that the RDC is interested in considering design options and costs that will achieve RDC's objectives for up-grading the visual appeal of the bridges since they mark important gateways to the city, and to provide design documents to TxDOT in accordance with TxDOT's expedited schedule (30 - 60 days).

We are pleased to submit the following proposal for Professional Services. SWA proposes to undertake the scope of services in two phases. Phase 1 will provide the RDC with options and costs and allow it to select a preferred design. Phase 2, which will be based on the RDC's preferred design, will follow immediately after Phase 1. It will provide the required TxDOT design documents to construct the enhancements. Phase 2 will also be authorized separately by the RDC, based on a proposal SWA will develop after the preferred design has been determined by the RDC. This Agreement is by and between SWA Group ("SWA"), a California corporation, and RDC ("Client"), Rosenberg, Texas. The three bridge sites are located in the City of Rosenberg, Fort Bend County, Texas.

**I. SCOPE OF SERVICES**

**APPROACH STATEMENT**

- 1. The objective of these services is to assist the Client by developing specific design concepts for each of the three bridges and provide costs estimates to support each design option.

- Kevin Shanley
- Kinder Baumgardner
- Timothy Peterson
- James Vick
- Gerdo P Aquino
- David Berkson
- René Bihan
- Scott Cooper
- Jeff Craft
- Marco Esposito
- Tom Fox
- David R Gal
- Cinda Gilliland
- Ying-Yu Hung
- Richard K Law
- Hui-Li Lee
- James Lee
- Margaret Leonard
- Chih-Wei Lin
- John S Loomis
- Ye Luo
- Charles S McDaniel
- Ross Nadeau
- Sean O' Malley
- Lawrence Reed
- R Joseph Runco
- Elizabeth Shreeve
- David P Thompson
- John L Wong

**Houston**

- Sausalito
- Laguna Beach
- Dallas
- San Francisco
- Los Angeles
- Shanghai

1245 West 18th St  
Houston  
TX 77008-3342  
Tel 713.868.1676  
Fax 713.868.7409

2. The concepts to be considered will include the following features:
  - a. Bridges - texture(s) and paint color.
    - i. Retaining walls - texture(s) and paint color.
    - ii. Columns - texture(s) and paint color.
    - iii. Bents and beams - texture(s) and paint color.
  - b. Landscaping
    - i. Ground plane within the TxDOT ROW associated with the bridge reconstruction and intersection.
    - ii. Planting materials.
  - c. Hardscaping
    - i. Paving associated with intersection improvements and sloped concrete, if any.
  - d. Signage - entry monument signage at SH36.
  - e. Estimates of costs for the above features.
3. Design options:
  - a. SWA will prepare at least two (2) alternatives for each feature.
4. Deliverables:
  - a. SWA will prepare design concepts in hand-sketch for to include plans and sections.
  - b. SWA will collect photographic images showing TxDOT projects as examples of similar enhancement projects (including projects by SWA).
  - c. SWA will prepare a final design concept in hand-sketch for to include plans and sections based on the Client's preferred design.
  - d. All deliverables will be provided in electronic PDF format; Client shall make hardcopies for its own use.

## II. ASSUMPTIONS

SWA's scope of work is based on the following assumptions:

1. Preparation and attendance at one (1) Kick-Off meeting to discuss the Client's thoughts and ideas and to gain input;
2. Preparation and attendance at one (1) presentation meeting to present design concepts and discuss the Client's preferences.
3. Preparation and attendance at one (1) presentation meeting to present final design concept and discuss Phase 2.
4. Preparation of one (1) round of revisions between the concept options and the final plan.

## III. DESIGN APPROVAL

Rachelle Kanak has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Rachelle Kanak is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.



**IV. PROJECT SCHEDULE**

Upon execution of this agreement, the scope of services identified above is anticipated to commence on or about May 9, 2014 and to extend for a period of one (1) month. An extension of the schedule for more than one (1) additional week will constitute an additional service fee.

**V. MEETINGS AND SITE VISITS**

This proposal includes Professional Service time for up to three (3) meetings for coordination with the Client.

Kick Off	1
Concept Options	1
Final Concept	1
City Council Meeting	0
<hr/>	
Total	3

Additional meetings shall be billed as Additional Services.

**II. EXCLUSIONS TO SCOPE OF SERVICES**

Client shall provide the following information or services as required for performance of the work. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services. SWA assumes no responsibility for the accuracy of such information or services, may rely on the accuracy of such information, and shall not be liable for error or omissions therein.

1. Topography and boundary surveys in digital format.
2. Legal descriptions of property.
3. Soils investigations and/or engineering.
4. Existing site engineering and utility base information.
5. Site environmental information required for planning processing.
6. Economic or market analyses.
7. Overhead aerial photographs at controlled scale.
8. Workshop and Stakeholder meeting materials not called out in the Scope of Services.
9. Meetings in addition to the allowance stated in the Scope of Services.

**III. FEES AND TERMS**

Services described above shall be provided on a time and material basis with a not to exceed of \$7,500 in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference. Reimbursable expenses are included in the fee.



We would be pleased to answer questions you may have or to clarify the various points above.  
If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,  
SWA GROUP

**James Vick, AIA**  
Principal / Contracting Officer  
Landscape Architect, Texas License #10477  
Architects are licensed by the State of Texas.

Accepted: RDC

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal copyright ©2012 by SWA Group. No portion of this proposal may be copied or distributed to without the written permission of SWA Group.

In order to expedite invoicing, please indicate the following:

**Billing Address:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Your reference name/number: \_\_\_\_\_

Your Purchase Order or Contract Number reference for invoicing: \_\_\_\_\_



## Appendix A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and RDC (Client), dated 24 April 2014.

### FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

### REIMBURSABLE COSTS

Reimbursed cost plus are included in the Fee for Professional Services:  
local travel, copies and reproductions for SWA's use.

### ADDITIONAL CONSULTANTS

none.

### ADDITIONAL SERVICES

Additional Services shall be provided on a time basis computed as follows:

Principals	Rate / Hour
Shanley	\$295
Vick	\$235

Other principals, if used on this project, have rates ranging from \$215 to \$295 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Other employee time shall be charged at a multiple of two and one-half (2.5) times Direct Personnel Expense.

Additional Services include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
- B. Site planning.
- C. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
- D. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.

### STATEMENTS

Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete.

### ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within 30 days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within 60 days of invoice date.

### INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.

Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.

Commercial automobile liability insurance covering SWA for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.

Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to Client upon written request.

Should Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by Client in advance.

Upon written request by Client, SWA shall use its best efforts to have Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

#### **INDEMNIFICATION**

To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.

Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents or employees.
2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.

4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

**CONFIDENTIALITY**

SWA will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to Client.

**RIGHT TO SUSPEND SERVICES**

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5000.00; or (b) unpaid project invoices over 90 days old exceed \$5000.00 in the aggregate.

**AUTHORIZATION TO PROCEED**

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

**OWNERSHIP OF DOCUMENTS**

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to Client upon request.

**DOCUMENTS FURNISHED IN ELECTRONIC MEDIA**

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

**CREDITS/ACKNOWLEDGMENTS**

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by Client (or their



agent/client) in project identification boards, published articles, promotional brochures, and similar communications.

**FORCE MAJEURE**

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of Client, its agents or representatives, shall be borne entirely by the Client.

**LAW**

This Agreement shall be interpreted and enforced according to the laws of the State of Texas.

**VALIDITY**

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

**SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

**TERMINATION**

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above.

**REVOCAION**

This proposal shall be considered revoked if acceptance is not received within 90 days of the date hereof.

**ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

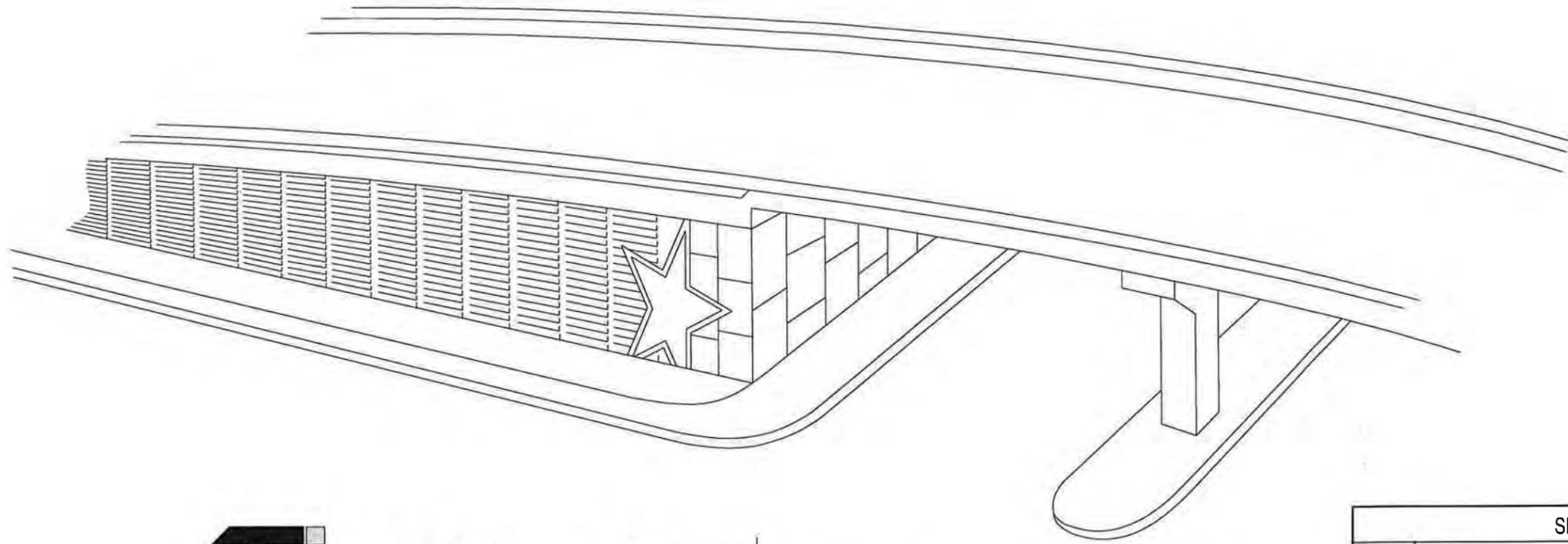
End

# TEXAS DEPARTMENT OF TRANSPORTATION

## TXDOT FORT BEND CO., TX US59

CSJ#: 0027-12-105 ETC / PROJ#: NH 2014 (211) ETC  
 SOIL NAIL RETAINING WALLS NBRW 7, RW 7, SBRW 7, SBRW 8, RW 8, & NBRW 8  
 WILLIAMS BROTHERS CONSTRUCTION COMPANY, INC.

### CONSTRUCTION DRAWINGS



15055 HENRY ROAD  
 HOUSTON, TEXAS, 77060  
 (281) 931-9832  
 (281) 931-0061  
 www.triconprecast.com



1505 44th STREET, SUITE B  
 WYOMING, MI 49509  
 PH. (616) 261-8630

15055 HENRY ROAD  
 HOUSTON, TEXAS, 77060  
 (281) 931-9832

REVIEWING ENGINEER:

SHEET INDEX	
SHEET	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES SHEET
3-6	PLAN AND ELEVATION WALL NBRW7
7	PLAN AND ELEVATION WALL RW7
8-11	PLAN AND ELEVATION WALL SBRW7
12-16	PLAN AND ELEVATION WALL SBRW8
17	PLAN AND ELEVATION WALL RW8
18-22	PLAN AND ELEVATION WALL NBRW8
23	STANDARD DETAILS
24	CONNECTION DETAILS
25	CONSTRUCTION SEQUENCE
26	STANDARD PANEL DETAILS
27	STANDARD CORNER DETAILS
28	ADJACENT TO CONCRETE WB RAIL PRECAST COPING
29	ADJACENT TO FLUME 3 PRECAST COPING
30	CAST IN PLACE COPING
31	SOIL NAIL ANCHOR REPAIR DETAILS
32-37	FORM LINER DETAILS

TXDOT FORT BEND CO., TX US59			
TITLE SHEET			
WILLIAMS BROTHERS CONSTRUCTION			
PROJECT NO.:	NH 2014 (211) ETC	CSJ NO.:	0027-12-105 ETC
DRAWN BY:	KC	STRUCTURE NO.:	1312009A
DESIGNED BY:	SF	DATE:	04/19/14
CHECKED BY:	MM	SHEET	1 of 37

**N O T I C E :**

THE DESIGN CONTAINED IN THESE DRAWINGS IS BASED ON THE TRICON PRECAST, LTD. SPECIFICATIONS AND THE INFORMATION PROVIDED BY THE OWNER. TEG ENGINEERING, LLC, IS ONLY RESPONSIBLE FOR THE INTERNAL AND EXTERNAL STABILITY OF THE MSE WALL SYSTEM. GLOBAL STABILITY AND BEARING CAPACITY ARE NOT THE RESPONSIBILITY OF TEG ENGINEERING, LLC. THESE DRAWINGS ARE FURNISHED ONLY FOR THE USE OF THIS PROJECT. THE PROPRIETARY INFORMATION SHOWN HEREIN IS NOT TO BE TRANSMITTED TO ANY OTHER ORGANIZATION WITHOUT AUTHORIZATION FROM TRICON PRECAST, LTD.

ENGINEER:

These drawings have been stamped on Apr 04, 2014

MATTHEW MILLER  
 100326  
 LICENSED PROFESSIONAL ENGINEER

*McMill*



## COMMUNICATION FORM

May 08, 2014

ITEM #	ITEM TITLE
2	RDC Attorney Discussion
ITEM/MOTION	
Consideration of and action on retaining an attorney to advise Rosenberg Development Corporation on legal matters.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1. Administrative Services Agreement Between the Rosenberg Development Corporation and the City of Rosenberg

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

At the March 3, 2014 regular Rosenberg Development Corporation meeting, Director Allen Scopel suggested staff research retaining an attorney for RDC. The Administrative Services Agreement between the RDC and City allows for the City Attorney to advise and review contracts for the RDC.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

**Use of City Facilities**

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

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

### **Services to be Provided**

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

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

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

c. Other Services

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

### **Compensation**

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

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

December 31, 2007

March 31, 2008

June 30, 2008

September 30, 2008

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

#### **Period of Duration**

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

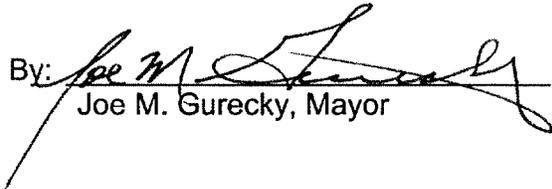
**Execution**

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

ATTEST:  
  
By:   
Linda Cernosek, City Secretary

**ROSENBERG DEVELOPMENT CORPORATION**  
By:   
Bill Knesek, RDC Board President

ATTEST:  
  
By:   
Linda Cernosek, City Secretary

**CITY OF ROSENBERG**  
By:   
Joe M. Gurecky, Mayor

## Summary of Approved Expenses

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

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



## COMMUNICATION FORM

May 08, 2014

ITEM #	ITEM TITLE
3	Downtown City-Owned Property Discussion
ITEM/MOTION	
Consideration of and action on downtown city-owned property, generally located at 2100 Avenue G.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1. Proposed Downtown Parking Layout
2. Legal Survey of Downtown Property

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

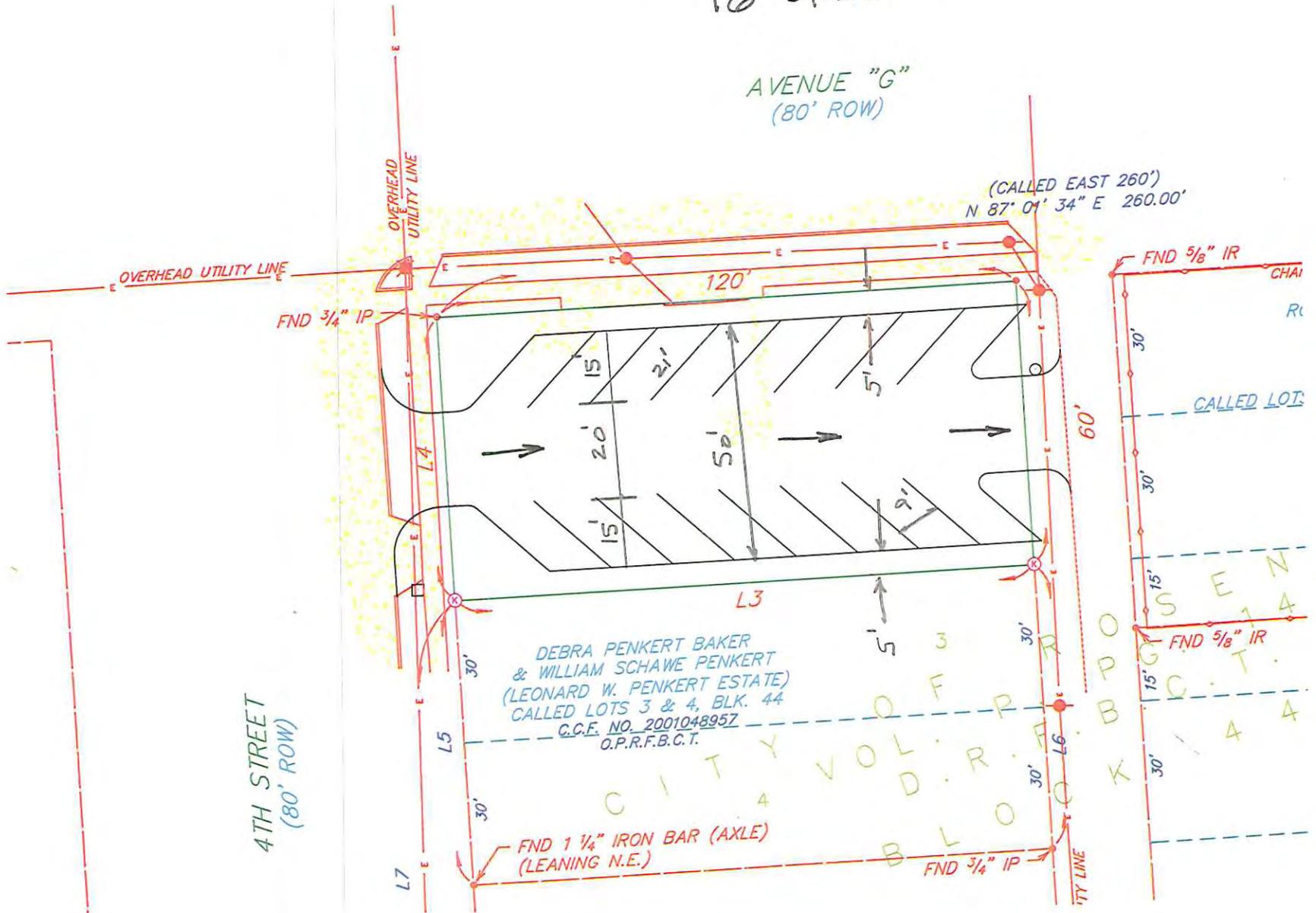
This item is included to discuss a proposed parking lot Downtown on property purchased by the city on February 5, 2014. The RDC budgeted \$250,000 to fund this property.

Due to the limited size of the property, staff recommends not moving forward with the proposed parking lot.

OPTION #1  
16 SPACES-

AVENUE "G"  
(80' ROW)

(CALLED EAST 260')  
N 87° 01' 34" E 260.00'



4TH STREET  
(80' ROW)

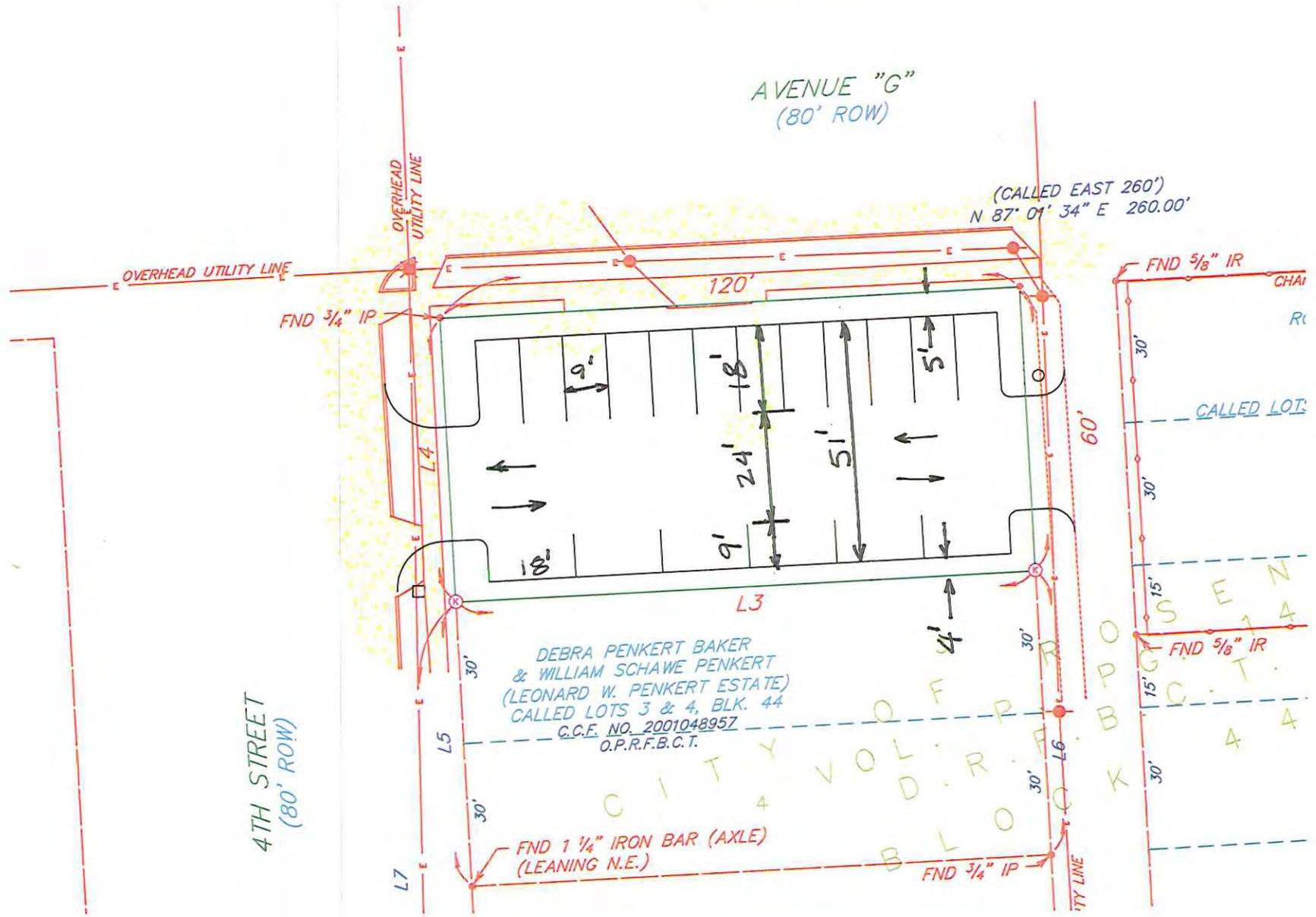
DEBRA PENKERT BAKER  
& WILLIAM SCHAWA PENKERT  
(LEONARD W. PENKERT ESTATE)  
CALLED LOTS 3 & 4, BLK. 44  
C.C.E. NO. 2001048957  
O.P.R.F.B.C.T.

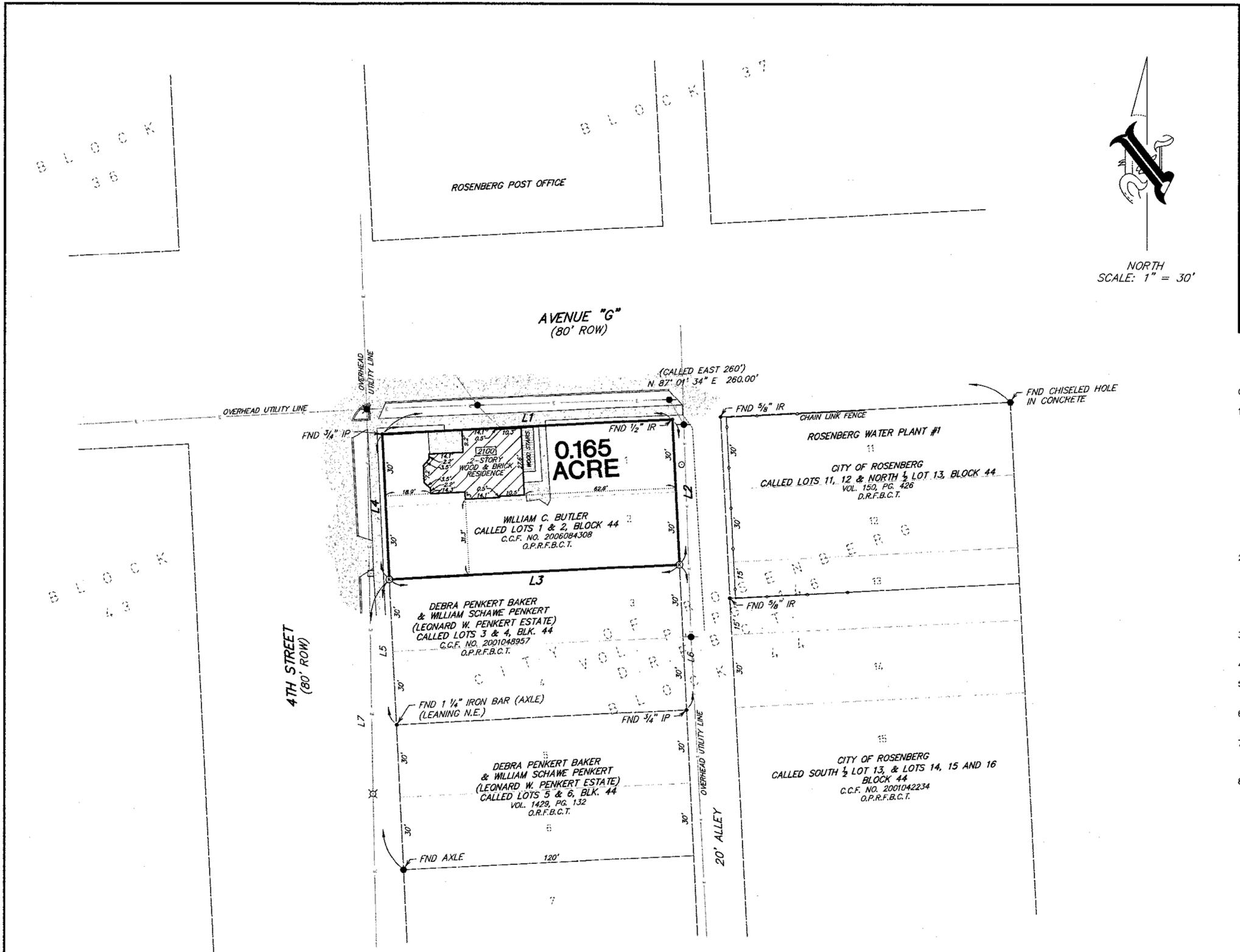
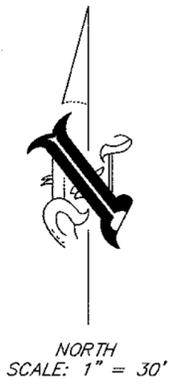
FND 1 1/4" IRON BAR (AXLE)  
(LEANING N.E.)

CALLED LOT

CITY VOL. 4  
D.R. F  
B.L.O.C.K  
S.E. 1/4  
C.T. 44

OPTION #2  
18 SPACES.





GENERAL

- This Map 2011 Zone
- This from height not
- The FIRM Kalkomey floor
- All title Janu comm affe east per
- Bea upon
- Fen
- The und
- Visit exc
- This was or p
- This abo be

**LEGEND**

These standard symbols will be found in the drawing.

- ⊙ - SET 1/2" IP W/CAP "KALKOMEY SURVEYING"
- - GAS METER
- - POWER POLE
- ⊠ - WATER METER
- ⊞ - LIGHT POLE
- ★ - POWER POLE/LIGHT POLE

LINE	BEARING	DISTANCE
L1	N 87°01'34" E	120.00'
	(CALLED EAST 120')	
L2	S 02°51'10" E	60.00'
	(CALLED SOUTH 60')	
L3	S 87°01'34" W	120.00'
	(CALLED WEST 120')	
L4	N 02°51'10" W	60.00'
	(CALLED NORTH 60')	
L5	N 02°51'10" W	60.00'
	(CALLED NORTH 60')	
L6	S 02°51'10" E	60.00'
	(CALLED SOUTH 60')	
L7	N 02°51'10" W	120.00'
	(CALLED NORTH 120')	

Subject to the General Notes shown:

We, Charlie Kalkomey Surveying, Inc., acting by and through Chris D. Kalkomey, a Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Surveyed: 1-22-2014



Chris D. Kalkomey  
Registered Professional Land Surveyor  
No. 5889





## COMMUNICATION FORM

May 08, 2014

ITEM #	ITEM TITLE
4	Economic Development Director's Report
<b>ITEM/MOTION</b>	
Consideration of and action on a report from the Economic Development Director regarding the previous month's economic development activities and contacts.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

1) Director's Report – April 2014

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

Randall Malik  
Economic Development Director

### 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 April 2014**

### **New and Expanded Business Update**

Aldi Distribution Center  
Reading Road Office Park

Ground Breaking  
New Construction

### **Prospect Update**

130901 Industrial Expansion  
140316 Heavy Manufacturing  
140421 Heavy Manufacturing  
140501 Heavy Manufacturing

### **New Home Update**

City Housing Starts in 2014:	107
City Housing Starts in April:	37
ETJ Housing Starts in 2014:	171
ETJ Housing Starts in April:	69

### **Economic Indicators:**

Unemployment for March 2014:	4.8%
Non-Adjusted Employment for March 2014:	14,781
April Sales Tax Receipts (February 2014 sales):	\$1,212,134.87
Percentage Change From Previous Year:	+ 20%
Annual Sales Tax Receipts for 2014 (February 2014 sales):	\$5,331,470.48
Percentage Change From Previous Year:	+ 23%

### **Department Activity**

- Attended the West Fort Bend Management District Monthly Meeting.
- Attended the Fort Bend Economic Development Council Meeting.
- Attended the CFBCA Downtown Division meeting.



- Attended webinar with GIS Provider to review available services for business development, GIS Mapping, and property database management.
- Attended social media training with Sarah Page through the Central Ft. Bend Chamber;
- Met with Les Gourwitz, an advertising and marketing firm, to discuss updating the printed marketing materials for RDC.
- Met with Kristin Lambrecht (Go Texan), Libbey Scheible (Connected Texas), Ray Webb (Ft. Bend County IT Director), Michael Gutierrez (Commissioner Morrison's office), and Ann Werlein (County Judge's office) to discuss Connected Texas, a free study focused on Internet accessibility, adoption, and use of technology and Internet based services county wide. The study will be coordinated by the Greater Fort Bend EDC.
- Attended a webinar with the City's Communication Director and Jay Migliozi of Sales Force to review project management software for EDCs.
- Met with City staff to coordinate RDC's role in Christmas In Rosenberg, specifically to liaise with the downtown business community.
- Met with Kate Singleton of the West Fort Bend Management District and City staff to coordinate the transportation and redevelopment concerns of downtown in to the Livable Centers study scope of work.
- Attended the City's Image Committee to present the Business Assistance Grant Program.
- Attended the Business Assistance Grant Program Review Committee meeting.
- Met with prospect seeking space in a strip center/shopping center and toured potential sites.
- Attended FotoFest Rosenberg 2014 in downtown Rosenberg, highlighting local photographers and artists.
- Attend and participated in panel discussion sponsored by the Greater Fort Bend EDC for commercial developers in the county.
- Met with the owner of the Hunan Garden Shopping Center to discuss available lease space in the shopping center.
- Met with representative of the Reading Road Office Park to discuss the project.
- Submitted Letter of Intent to apply for the Texas Main Street Program.
- Met with two representatives of EDGE Realty to discuss the two EDGE Realty Sites in Rosenberg.



### **Projects Update:**

*Rosenberg Business Park* – City and RDC Staff is in the process of reviewing and negotiating the deed restrictions.

*Downtown Parking* – Met with Llarance Turner to determine the amount of parking spaces available on the downtown property.

*Aldi Distribution Center* – Groundbreaking ceremony occurred May 1st.

*Livable Centers Study* – An RFP has been submitted for the project. The Livable Centers Committee will review the request for proposals from planning firms.



## April Area Sales Tax Comparisons

City	Net Payment This Period	Comparable Payment Prior Year	Change	2014 Payments To Date	2013 Payments To Date	Change
<b>Rosenberg</b>	\$1,212,134.87	\$1,011,737.41	<b>19.80%</b>	\$5,331,470.48	\$4,349,812.97	<b>22.56%</b>
<b>Richmond</b>	\$353,605.82	\$420,961.44	<b>-16.00%</b>	\$1,512,094.72	\$1,516,722.71	<b>-0.30%</b>
<b>Fulshear</b>	\$62,512.62	\$49,582.64	<b>26.07%</b>	\$291,961.89	\$225,497.42	<b>29.47%</b>
<b>Houston</b>	\$46,306,733.15	\$44,441,893.48	<b>4.19%</b>	\$210,334,354.64	\$195,761,943.26	<b>7.44%</b>
<b>Humble</b>	\$963,256.87	\$933,273.98	<b>3.21%</b>	\$4,474,212.18	\$4,295,533.43	<b>4.15%</b>
<b>Katy</b>	\$729,907.89	\$710,599.11	<b>2.71%</b>	\$3,586,933.90	\$3,422,678.58	<b>4.79%</b>
<b>League City</b>	\$1,095,417.80	\$1,025,372.78	<b>6.83%</b>	\$5,087,807.16	\$4,692,709.35	<b>8.41%</b>
<b>Missouri City</b>	\$604,884.41	\$501,397.92	<b>20.63%</b>	\$2,549,321.97	\$2,308,020.54	<b>10.45%</b>
<b>Pearland</b>	\$1,842,524.58	\$1,727,600.96	<b>6.65%</b>	\$8,405,889.47	\$7,792,725.29	<b>7.86%</b>
<b>Sugarland</b>	\$3,154,964.56	\$3,227,499.40	<b>-2.24%</b>	\$16,195,125.83	\$14,720,820.62	<b>10.01%</b>
<b>Tomball</b>	\$1,095,289.01	\$839,520.22	<b>30.46%</b>	\$4,760,023.20	\$3,997,505.49	<b>19.07%</b>



## COMMUNICATION FORM

May 08, 2014

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

SUBMITTED BY :

A handwritten signature in black ink, appearing to read 'R. Malik', is written over the signature line.

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

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

# ITEM 6

Announcements.

# ITEM 7

Adjournment.