

# **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, March 12, 2015

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

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

**PURPOSE:** Regular Rosenberg Development Corporation Meeting

Call to order.

Statement of rules pertaining to audience comments.

Comments from the audience.

## **CONSENT AGENDA**

- A. Consideration of and action on the Regular Rosenberg Development Corporation Meeting Minutes for February 12, 2015. (Cynthia Sullivan, Secretary II)
- B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending February 28, 2015. (Joyce Vasut, Executive Director of Administrative Services)
- C. Consideration of and action on Resolution No. RDC-92, a Resolution amending the authorized representatives of the Rosenberg Development Corporation in the Texas Local Government Investment Pool (TexPool) account. (Joyce Vasut, Executive Director of Administrative Services)

## **AGENDA**

1. Hold Executive Session to receive legal advice from the City Attorney concerning contemplated litigation, namely dispute with Imperial Performing Arts, Inc., pursuant to Section 551.071 of the Texas Government Code; to deliberate the potential purchase, exchange, lease, or value of real property pursuant to Texas Government Code Section 551.072; and, for deliberations regarding economic development negotiations pursuant to Section 551.087 of the Texas Government Code.
2. Adjourn Executive Session, reconvene Regular Session, and take action as necessary as a result of Executive Session.
3. Consideration of and action on an Agreement for Transportation Service by and between Rosenberg Development Corporation and Fort Bend County for bus services in Rosenberg. (Randall Malik, Rosenberg Development Corporation Executive Director)

4. Review and discuss Section 551.041 of the Texas Open Meetings Act – Notice of Meeting Required as it relates to departmental reports being removed from meeting agendas and take action as necessary. (Randall Malik, Rosenberg Development Corporation Executive Director)
5. Consideration of and action on draft Comprehensive Annual Financial Report for the Rosenberg Development Corporation for Fiscal Year Ended September 30, 2014, submitted by Pattillo, Brown and Hill, L.L.P. (Joyce Vasut, Executive Director of Administrative Services)
6. Review and discuss the update of City newsletter, and take action as necessary. (Angela E. Fritz, Executive Director Information Services)
7. Review and discuss the infrastructure branding, and take action as necessary. (Angela E. Fritz, Executive Director Information Services)
8. Review and discuss Old Richmond Road and Jennetta Street Reconstruction, and take action as necessary. (John Maresh, Assistant City Manager of Public Services)
9. Review and discuss City Sidewalk Plan Update, and take action as necessary. (Randall Malik, Rosenberg Development Corporation Executive Director)
10. Review and discuss long term options for Economic Development office space, and direct staff as necessary. (Bill Knesek, Rosenberg Development Corporation Board President)
11. Consideration of and action on Resolution No. RDC-93, a Resolution of the Board of Directors of the Rosenberg Development Corporation, in support of Texas House Bill No. 658 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County. (Randall Malik, Rosenberg Development Corporation Executive Director)
12. Review and discuss requests for future agenda items, and take action as necessary.
13. Announcements.
14. Adjournment.

{EXECUTION PAGE TO FOLLOW}

DATED AND POSTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_ m.

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

Attest:

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

Approved for posting:

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

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

# **ITEM A**

## **Minutes:**

- 1. Regular Rosenberg Development Corporation Meeting  
Minutes – February 12, 2015**

# ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES

On this the 12<sup>th</sup> day of February 2015, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in Regular Session, at the Rosenberg Civic Center, 3825 SH 36S, Rosenberg, Texas.

## PRESENT

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

## STAFF PRESENT

Jeremy Heath	Assistant Economic Development Director
Darren McCarthy	Parks and Recreation Director
Randall D. Malik	Executive Director, Rosenberg Development Corporation
Cynthia Sullivan	Secretary II
Travis Tanner	Executive Director of Community Development
Joyce Vasut	Executive Director of Administrative Services

## GUESTS

Randy Wooten	Vice Chancellor, Texas State Technical College
John Kennedy	Director of Development, Fort Bend County, Texas State Technical College

## CALL TO ORDER.

President Knesek called the meeting to order at 4:05 p.m.

## 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 JANUARY 08, 2015.

### B. CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING JANUARY 31, 2015 AND THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2014.

**Executive Summary:** The January 31, 2015 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

President Knesek requested that Consent Agenda Item B be placed on the Regular Agenda as Item 1A.

**Action:** Director McConathy moved, and Director Bailey seconded to approve Consent Agenda Item A. The motion carried by a vote of six "ayes" and one abstention. President Knesek abstained because he was absent from the January meeting.

## REGULAR AGENDA

### 1A. CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING JANUARY 31, 2015 AND THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING DECEMBER 31, 2014.

#### **Key discussion points:**

- President Knesek requested that specific item titles on the budget classification be corrected so the Financial Report matches the RDC Budget item titles. Joyce Vasut confirmed she could have those item titles corrected to match the

Budget item titles.

- President Knesek asked about the City charging RDC for professional services in the amount of \$2,600 for the Business Park Development. Ms. Vasut explained the City is charging RDC actual costs for professional services and is not charging RDC 5% as has been charged previously. She also confirmed that professional services were not included in the total cost of the project.
- President Knesek asked about the reduction of General Funds in the third quarter. Ms. Vasut replied that the RDC funded \$1.7 million for the City to fund the Rosenberg Business Park project.
- President Knesek also pointed out the low interest rate on RDC funds in Texpool. Ms. Vasut reported that Texpool is flexible about moving funds in and out of that account.

**Action:** Director McConathy moved and Director Scopel seconded a motion to approve the Financial Reports for the period ending January 31, 2015, and the quarterly Investment Report for the period ending December 31, 2014, as presented. The motion passed by a unanimous vote.

1. (This item was taken out of order after Item No. 6)

**REVIEW AND DISCUSS CITY SIDEWALK PLAN, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This agenda item was requested by the RDC Board at the January RDC Meeting. The RDC Board requested that staff update the map to provide anticipated cost figures of each proposed sidewalk segment. The RDC does not have funds budgeted for the sidewalk project in the Fiscal Year 15 Budget.

**Key discussion points:**

- Mr. Tanner reported on the dollar amounts for the segments of sidewalk that could benefit commercial development and major commercial centers.

**Questions/Answers:**

- President Knesek inquired about specific areas highlighted and if funds for sidewalks had been included in the Fiscal Year 2015 Budget.
- Mr. Malik confirmed no funds were budgeted for sidewalks in Fiscal Year 2015.
- President Knesek stated that he appreciates the work completed on sidewalk project and indicated sidewalk project would be discussed in the RDC's Fiscal Year 2016 Budget process.
- Mr. Tanner stated that he would calculate those specific areas for commercial development.
- Director McConathy suggested a focus on the older Rosenberg area sidewalks because new development is required to provide sidewalks.
- Director Barta pointed out there are children walking to schools that do not have sidewalks.
- Mr. Tanner replied that he would look at the City's plan for sidewalks in the areas that include schools.

No action was taken.

2. **CONSIDERATION OF AND ACTION ON INSTALLING TREE GRATES IN DOWNTOWN ROSENBERG.**

**Executive Summary:** This item has been requested by Darren McCarthy, Rosenberg Parks and Recreation Director, as an opportunity for the Rosenberg Development Corporation to partner with the City of Rosenberg in installing tree grates in Downtown Rosenberg and to take action as necessary. A local company, Kelly's Welding, could construct the grates at a cost of \$270.00 each. Installation is approximately \$300.00 each for a total cost to complete the project at \$8,000.00. The RDC Projects Fund currently has \$15,888 remaining dollars in the FY 2014 Park Improvements Line Item.

**Key discussion points:**

- Mr. McCarthy explained the placement of tree grates in downtown Rosenberg. He also reported the rose bushes will be replaced with the type of trees that are planted in that area. He added that ADA requires a curb around the trees for sight impaired citizens.

**Questions/Answers:**

- President Knesek asked if the City would partner with RDC for this project. The \$8,000 could be funded by RDC and the City each funding \$4,000.
- Mr. McCarthy reported there was \$15,888 remaining for this project in the Fiscal Year 2014 Budget.
- Director Pena agreed the City could partner with this project.
- Director McConathy asked about the types of trees being planted and if the root system be deep enough. Mr. McCarthy affirmed the types of trees have a deep root system.

**Action:** Director McConathy moved and Director Barta seconded a motion to approve funding in the amount of \$4,000 for the purchase of seven (7) tree grates, half the recommended number, from Kelly's Welding Service to be placed in Downtown Rosenberg. The motion carried by a unanimous vote.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. RDC-91, A RESOLUTION OF BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION AMENDING THE FISCAL YEAR 2014-15 ANNUAL BUDGET IN THE AMOUNT OF \$260,000 FOR IMPROVEMENTS TO THE ROSENBERG BUSINESS PARK.**

**Executive Summary:** Previously the RDC approved a development agreement with Rosenberg Business Park, Ltd.,

for the Rosenberg Business Park. This agreement requires RDC and the City to provide infrastructure improvements. RDC and the City each committed \$1.7 million to the project. The City has received bids for the project, and staff is planning to take the bids to City Council for approval on February 17. Prior to Council approval additional funding in the amount of \$260,000 is needed to cover the bids and the cost for CenterPoint Energy to provide electricity to the site. This budget amendment would provide the additional funds to move forward and obtain Council approval for the infrastructure improvements.

**Key discussion points:**

- Ms. Vasut explained the budget amendment.

**Questions/Answers:**

- President Knesek inquired about a partnership between RDC and the City to fund this item.
- Ms. Vasut replied that staff met and it was decided to take this funding request to RDC.
- RDC Board Members agreed to fund half of this amount and to amend the Resolution accordingly.

**Action:** Director Scopel moved and Director Bailey seconded a motion to amend the amount allocated in the Unrestricted Fund Balance from \$260,000 to \$130,000 for improvements to the Rosenberg Business Park and to approve Resolution No. RDC-91 with such revision. The motion passed by a unanimous vote.

**RECESS SESSION, RECONVENE SESSION.**

President Knesek recessed the Session at 5:55 p.m., and reconvened the Session at 6:05 p.m.

**4. CONSIDERATION OF AND ACTION ON APPOINTING MEMBERS TO SERVE ON ROSENBERG DEVELOPMENT CORPORATION INCENTIVE COMMITTEE.**

**Executive Summary:** Staff recommends appointing interested RDC Members to serve on an Incentive Committee. Increasingly, prospect leads sent out by the Governor's Office of Economic Development and Greater Houston Partnership (GHP) are asking for the type of incentives offered by communities.

The purpose of the Incentive Committee would be to evaluate the types of incentives typically offered by communities and economic development corporations in the Houston region and to determine our competitiveness in the Houston market. The Incentive Committee would also recommend potential types of incentives and minimum incentive criteria to the RDC Board.

**Key discussion points:**

- Mr. Malik requested one Director that also serves on the City Council, and one RDC Board Member volunteer to serve on the Incentive Committee.
- Mr. Malik will also contact the Greater Houston Partnership and CenterPoint Energy to request volunteers for this Committee.

**Action:** Director Garcia volunteered as the RDC Board Member, and Director Peña as the City Council representative.

**5. (This item was taken out of order after Item No.1A.)  
HOLD EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.072 TO DELIBERATE THE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY; AND, PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.**

Regular Session was adjourned for Executive Session at approximately 4:20 p.m.

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

Executive Session was adjourned and the RDC Board reconvened Regular Session at approximately 5:25 p.m.

**Action:** Director McConathy moved and Director Peña seconded a motion to authorize the Economic Development Director to negotiate a performance agreement in the amount of \$2,500,000 with Texas State Technical College when notified the City of Rosenberg is the chosen site for the facility. The motion carried by a unanimous vote.

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

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

**Key discussion points:**

- President Knesek asked to add discussion regarding a long-term solution for future Economic Development office space after the facilities plan study from the City of Rosenberg is completed.
- City Sidewalk Plan.
- Fort Bend Transit update.

- The RDC Board Members discussed the Department Reports having been recently removed from RDC agendas. Mr. Malik explained the directive he received after City staff members attended a training session sponsored by the Office of the Attorney General regarding Public Information processes.. It was reported that listing an item that simply states “Departmental Report” does not give the public enough information/notification regarding items that could potentially be discussed within the report. Mr. Malik stated that he will continue to email reports to the RDC Board Members. President Knesek inquired whether a certain agenda item might list more detailed and specific information in order to allow dialog regarding items that might be included in the report. Mr. Malik indicated that he could potentially break report items down to be listed individually in order to provide updates on the Rosenberg economy, etc.

**8. ANNOUNCEMENTS.**

- West Fort Bend Management District Committee is scheduled to meet next week.
- Imperial Arts litigation – There is a hearing scheduled on March 3 at the Fort Bend County Court House. RDC legal counsel goes before the judge at that time. Imperial Arts has requested a motion to dismiss the whole suit, an amended declaratory judgment, and a ruling that they are not bound by the Imperial Arts Performance Agreement. The City Attorney will have an update at RDC’s March meeting.
- Cynthia Sullivan accepted another position in the organization to Administrative Assistant in the Information Services and Communication Department. President Knesek stated on behalf of the RDC Board, that the RDC Board appreciates Ms. Sullivan’s outstanding service to the organization.

**9. ADJOURNMENT.**

**Action:** Director McConathy moved and Director Garcia seconded a motion to adjourn the RDC Board Meeting. The motion carried by a unanimous vote. The meeting adjourned at 6:25 p.m.

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Cynthia Sullivan  
Secretary II



## COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
B	Rosenberg Development Corporation Financial Reports
ITEM/MOTION	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Report for the period ending February 28, 2015.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1) RDC Financial Report – February 2015

A handwritten signature in blue ink that reads "Joyce Vasut".

Joyce Vasut  
Executive Director of Administrative  
Services

### EXECUTIVE SUMMARY

The February 2015 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

**CITY OF ROSENBERG, TEXAS**  
**ROSENBERG DEVELOPMENT CORPORATION**  
**AS OF FEBRUARY 28, 2015**

Classification	2014-15 Adopted Budget	2014-15 Act. Rev/Exp YTD	2014-15 Encumbered	2014-15 YTD Budget Remaining	% of Budget Target
<b>REVENUES:</b>					42%
<i>Sales Taxes</i>	\$ 2,840,000	\$ 1,286,040	\$ -	\$ 1,553,960	45.28%
<i>Sales Taxes BTC I</i>	575,000	283,721	-	291,279	49.34%
<i>Sales Taxes BTC II</i>	425,000	233,327	-	191,673	54.90%
<i>Downtown Sales Taxes</i>	-	16,334	-	(16,334)	
<i>Sales Tax Total</i>	3,840,000	1,819,423	-	2,020,577	
<i>Interest Earnings</i>	5,000	766	-	4,234	15.33%
<b>TOTAL REVENUES</b>	<b>3,845,000</b>	<b>1,820,189</b>	<b>-</b>	<b>2,024,811</b>	<b>47.34%</b>
<b>EXPENDITURES:</b>					
<b>Administration (max 10%):</b>					
<i>Office Supplies</i>	1,000	263	-	737	26.33%
<i>Computer Supplies</i>	2,000	-	-	2,000	0.00%
<i>Board Meeting and Directors' Expenses</i>	1,700	681	-	1,019	40.05%
<i>General Insurance</i>	400	277	-	123	69.15%
<i>Education and Travel</i>	8,250	2,943	-	5,307	35.68%
<i>Administrative Services</i>	244,374	109,124	-	135,250	44.65%
<b>Subtotal for Administration Expenses</b>	<b>257,724</b>	<b>113,288</b>	<b>-</b>	<b>144,436</b>	<b>44%</b>
<b>Marketing:</b>					
<i>Greater Fort Bend Economic Development</i>	12,500	-	-	12,500	0.00%
<i>Postage</i>	200	0.48	-	200	0.24%
<i>Freight and Express</i>	100	13	-	87	12.75%
<i>Advertising</i>	30,500	12,071	-	18,429	39.58%
<i>Printing and Binding</i>	4,500	340	-	4,160	7.56%
<b>Subtotal for Marketing Accounts</b>	<b>47,800</b>	<b>12,424</b>	<b>-</b>	<b>35,376</b>	<b>25.99%</b>
<b>Memberships &amp; Services:</b>					
<i>Business Recruitment</i>	9,000	-	-	9,000	0.00%
<i>Dues, Subscriptions &amp; Service Contracts</i>	17,627	13,800	-	3,827	78.29%
<i>RDC Memberships</i>	83,000	22,639	-	60,361	27.28%
<i>Business Retention</i>	10,000	-	-	10,000	0.00%
<b>Subtotal for Memberships &amp; Services Accounts</b>	<b>119,627</b>	<b>36,439</b>	<b>-</b>	<b>83,188</b>	<b>30%</b>
<b>Professional Services:</b>					
<i>Professional Services - Legal Fees</i>	40,000	17,615	-	22,385	44.04%
<b>Subtotal for Professional Services</b>	<b>40,000</b>	<b>17,615</b>	<b>-</b>	<b>22,385</b>	<b>44%</b>
<b>Infrastructure:</b>					
<i>Prospective Business Incentive</i>	500,000	-	-	500,000	0.00%
<i>Debt Service - Principal</i>	767,235	319,682	-	447,553	41.67%
<i>Debt Service - Interest</i>	197,708	82,378	-	115,330	41.67%
<i>Transfer to RDC Projects Fund</i>	1,355,375	1,100,375	-	255,000	81.19%
<b>Subtotal for Infrastructure Accounts</b>	<b>2,820,318</b>	<b>1,502,435</b>	<b>-</b>	<b>1,317,883</b>	<b>53%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,285,469</b>	<b>\$ 1,682,201</b>	<b>\$ -</b>	<b>\$ 1,603,268</b>	<b>51%</b>

**ROSENBERG DEVELOPMENT CORPORATION**  
**2014-15 ACTUAL**  
**PERIOD ENDED FEBRUARY 28, 2015**

Classification	RDC Actual	RDC Projects	Total
<b>Resources:</b>			
Total Beginning Fund Balance @ 10/01/14 (audited)	\$ 3,755,279	\$ 4,887,495	\$ 8,642,774
Revenues and Transfers In	1,820,189	1,100,825	2,921,014
Total Funds Available	<u>\$ 5,575,468</u>	<u>\$ 5,988,320</u>	<u>\$ 11,563,788</u>
<b>Uses/Deductions:</b>			
Expenditures and Transfers Out	1,682,201	127,306	1,809,507
<b>Ending Fund Balance:</b>			
Total Ending Fund Balance	\$ 3,893,267	\$ 5,861,014	\$ 9,754,281
Reserved for Debt Service	964,943	\$ -	964,943
Reserved for RDC Projects	-	\$ 5,861,014	5,861,014
<b>Unreserved Fund Balance Total</b>	<u>\$ 2,928,324</u>	<u>\$ -</u>	<u>\$ 2,928,324</u>

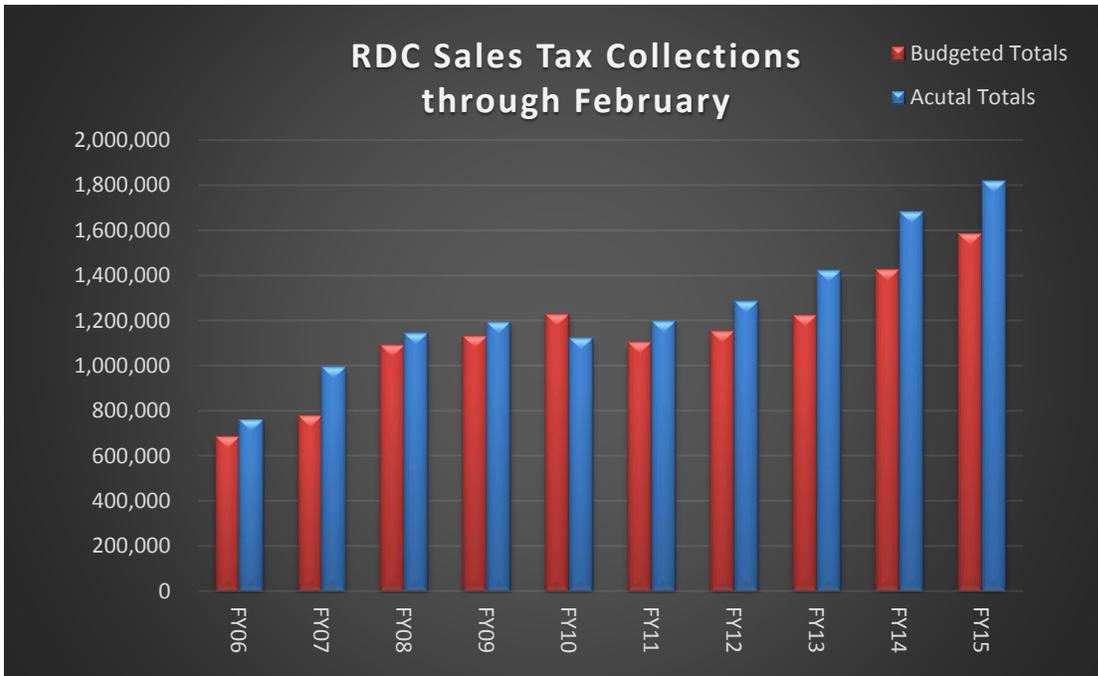
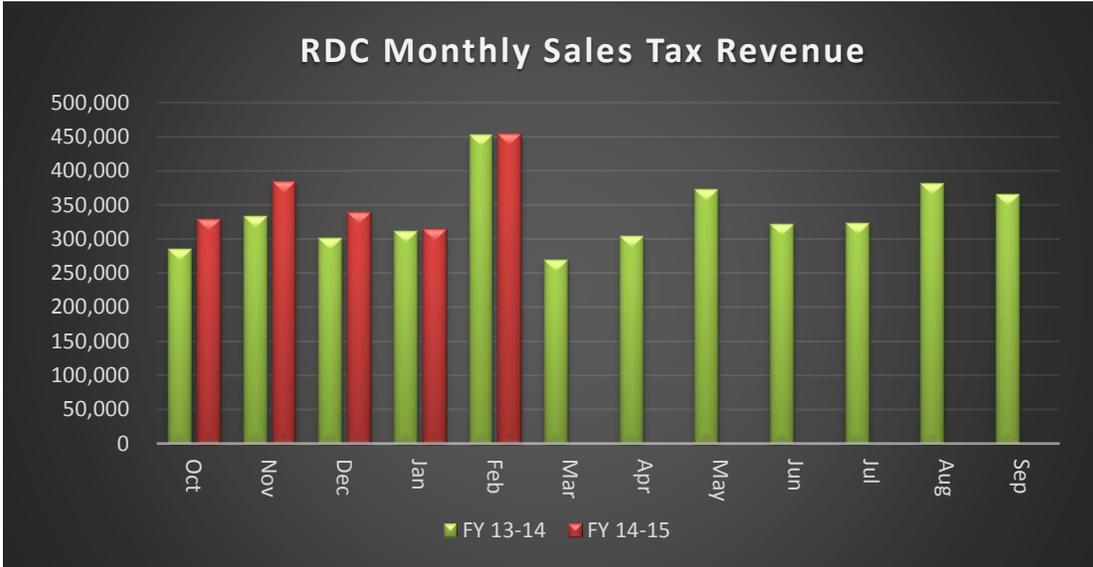
**Synopsis of Current Revenues and Expenditures  
Rosenberg Development Corporation  
For the Month Ended February 28, 2015**

Account Number	Description	Amount
<b>Revenues</b>		
219-0000-402-0000	Sales Taxes	\$ 453,735.35
<b>Total Current Period Revenues</b>		<b><u>\$ 453,735.35</u></b>
<b>Expenditures</b>		
219-1000-540-3110	Office Supplies (Administration)	128.33
219-1000-540-3120	Computer Supplies (Administration)	-
219-1000-540-3135	Board Meeting and Directors' Expenses (Administration)	215.30
219-1000-540-5120	General Insurance (Administration)	-
219-1000-540-5510	Education and Travel (Administration)	369.98
219-1000-540-5710	Administrative Services (Administration)	40,083.95
<b>Total Administration</b>		<b><u>\$ 40,797.56</u></b>
219-2000-540-4391	Greater Fort Bend Economic Development (Marketing)	-
219-2000-540-5220	Postage (Marketing)	-
219-2000-540-5230	Freight and Express (Marketing)	-
219-2000-540-5310	Advertising (Marketing)	-
219-2000-540-5410	Printing and Binding (Marketing)	84.28
<b>Total Marketing</b>		<b><u>\$ 84.28</u></b>
219-3000-540-3135	Business Recruitment (Memberships and Services)	-
219-3000-540-4235	Dues/Subscriptions/Service Contracts (Memberships and Services)	100.00
219-3000-540-4390	RDC Memberships (Memberships and Services)	-
219-3000-540-5730	Business Retention (Memberships and Services)	-
<b>Total Business Recruitement</b>		<b><u>\$ 100.00</u></b>
219-6000-540-4390	Other Professional Services - Legal Fees (Professional Services)	5,760.50
<b>Total Professional Services</b>		<b><u>\$ 5,760.50</u></b>
219-7000-540-5725	Prospective Business Incentive (Infrastructure)	-
219-7000-540-8110	Debt Service - Principal (Infrastructure) - February 2015	63,936.00
219-7000-540-8120	Debt Service - Interest (Infrastructure) - February 2015	16,476.00
219-7000-540-9225	Transfer to RDC Projects Fund (Infrastructure)	1,100,375.00
<b>Total Infrastructure</b>		<b><u>\$ 1,180,787.00</u></b>
<b>Total Current Period Expenditures</b>		<b><u>\$ 1,227,529.34</u></b>
<b>Net Excess (Deficit)</b>		<b><u>\$ (773,793.99)</u></b>



**ROSENBERG DEVELOPMENT CORPORATION  
SALES TAX REVENUES**

**GRAPHS**



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

<b>Fiscal Year</b>	<b>Principal Due</b>	<b>Total Interest</b>	<b>Total Principal &amp; Interest</b>	<b>Adjustment for Business Park</b>	<b>Adjusted Principal &amp; Interest</b>
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>\$6,591,010</b>	<b>\$1,281,551</b>	<b>\$7,872,561</b>	<b>(1,700,000)</b>	<b>\$6,172,561</b>

**Rosenberg Development Corporation  
RDC Projects Fund  
For the Period Ended February 28, 2015**

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	\$ 647,676	\$ 28,716	\$ -
FY15 Transportation Gateway Improvements	225-7000-540-7038	80,000	1,365	11,686	66,949
Project Management Fee		4,016	4,016	-	-
Totals		<u>\$ 760,408</u>	<u>\$ 653,057</u>	<u>\$ 40,402</u>	<u>\$ 66,949</u>

CP1301		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
FY2013 Park Improvements	225-7000-540-7030	\$ 251,177	\$ 234,596	\$ -	\$ 16,581
Totals		<u>\$ 251,177</u>	<u>\$ 234,596</u>	<u>\$ -</u>	<u>\$ 16,581</u>

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	\$ 348,144	\$ -	\$ 3,241,639
Project Management Fee	225-7000-540-4395	85,000	4,038	-	80,962
Totals		<u>\$ 3,674,783</u>	<u>\$ 352,181</u>	<u>\$ -</u>	<u>\$ 3,322,602</u>

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	\$ 95,713	\$ -	\$ 154,287
Project Management Fee		12,500	-	-	12,500
Totals		<u>\$ 262,500</u>	<u>\$ 95,713</u>	<u>\$ -</u>	<u>\$ 166,787</u>

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		<u>\$ 750,000</u>	<u>\$ -</u>	<u>\$ 750,000</u>	<u>\$ -</u>

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		<u>\$ 500,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,000</u>

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

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

CP1507		Total	Amount Paid	Encumbrance	Remaining
Project Description	G/L Account	Project Cost	Project To Date	Amount	Funds
Macario Garcia Park Restrooms	225-7000-540-7036	\$ 150,000	\$ -	\$ -	\$ 150,000
Totals		<u>\$ 150,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 150,000</u>

<b>Total</b>		<b>\$ 6,612,727</b>	<b>\$ 1,327,494</b>	<b>\$ 790,402</b>	<b>\$ 4,494,831</b>
<b>Total Project Management Fees</b>		<b>\$ 101,516</b>	<b>\$ 8,054</b>	<b>\$ -</b>	<b>\$ 93,462</b>



# COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
C	Resolution No. RDC-92 – Amending TexPool Authorized Representatives
<b>ITEM/MOTION</b>	
Consideration of and action on Resolution No. RDC-92, a Resolution amending the authorized representatives of the Rosenberg Development Corporation in the Texas Local Government Investment Pool (TexPool) account.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

1) Resolution No. RDC-92

Joyce Vasut  
Executive Director of Administrative  
Services

EXECUTIVE SUMMARY
<p>Staff is recommending that Maritza Salazar, previous Budget Analyst, be removed and Luis Garza, Accounting Supervisor be added to the list of authorized representatives for the Rosenberg Development Corporation Local Government Investment Pool (TexPool) investment account. This action is necessary to authorize TexPool to issue a personal identification number to allow all authorized representatives to transact business with TexPool. The following is a list of authorized representatives:</p> <ul style="list-style-type: none"><li>• Randall Malik, Executive Director, Rosenberg Development Corporation</li><li>• Robert Gracia, City Manager</li><li>• Joyce Vasut, Executive Director of Administrative Services</li><li>• Luis Garza, Accounting Supervisor</li></ul> <p>Staff recommends approval of Resolution No. RDC-92 as presented.</p>



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Rosenberg Development Corporation, Location 77477

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Joyce Vasut Title: Executive Director of Administrative Svcs.
Phone/Fax/Email:
Signature:

2. Name: Robert Gracia Title: City Manager
Phone/Fax/Email:
Signature:

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX - REP

3. Name: Randall Malik Title: Economic Development Director  
Phone/Fax/Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

4. Name: Luis Garza Title: Accounting Supervisor  
Phone/Fax/Email: \_\_\_\_\_  
Signature: \_\_\_\_\_

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Joyce Vasut

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone/Fax/Email: \_\_\_\_\_

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the \_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_.

**Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

NAME OF PARTICIPANT: City of Rosenberg

SIGNED: \_\_\_\_\_  
Signature  
Bill Knesek  
Printed Name  
\_\_\_\_\_  
President  
Title

ATTEST: \_\_\_\_\_  
Signature  
Linda Cernosek  
Printed Name  
\_\_\_\_\_  
City Secretary  
Title

**This document supersedes all prior Authorized Representative designations.**

# **ITEM 1**

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

# **ITEM 2**

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



## COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
3	Fort Bend Transit Contract Agreement
<b>ITEM/MOTION</b>	
Consideration of and action on an Agreement for Transportation Service by and between Rosenberg Development Corporation and Fort Bend County for bus services in Rosenberg.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

Randall Malik  
RDC Executive Director

- 1) Agreement - Transportation Services  
Rosenberg DC v2
- 2) RDC Meeting Minute Excerpt – 01-08-15

### EXECUTIVE SUMMARY

This agenda item includes a proposed agreement between Fort Bend County and the Rosenberg Development Corporation for Transportation Services. Transportation services include the operation of a bus route through Rosenberg and Richmond.

At the January 8, 2015 RDC Meeting, the Rosenberg Development Board of Directors approved allocating \$75,000 for transportation services provided by the Fort Bend County Transportation Department and authorizing the RDC Attorney to review the contract. The agreement has been approved by the RDC Attorney. The RDC Attorney will be available to answer any questions on the agreement at the meeting.

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR TRANSPORTATION SERVICE**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and the Rosenberg Development Corporation (hereinafter “Corporation”), an economic development corporation authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County operates a transit service to serve the needs of the citizens of Fort Bend County; and

WHEREAS, the target geographic area of such service are frequently residents of Fort Bend County who regularly travel within the Cities of Richmond and Rosenberg in Fort Bend County; and

WHEREAS, Corporation recognizes the economic benefit of continued and expanded transit services to areas served by the Corporation; and

WHEREAS, County and Corporation believe it is in the mutual best interests to participate in a point deviation transit service within the cities of Richmond and Rosenberg (“Service”); and

WHEREAS, the Corporation desires to financially support the Service, including participating in the local match support in part, for operating costs in connection with the Service; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Services contemplated in this Agreement serve a County purpose;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Incorporation of Preamble**

The parties agree that the representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

**Section 2. Purpose**

2.1 The purpose of this Agreement is to provide for the financial assistance for point deviation transportation services provided by the County within the Cities of Richmond and Rosenberg to meet the needs of residents of Fort Bend County who regularly travel within the Cities of Richmond and Rosenberg.

2.2 County will operate point deviation services within the Cities of Richmond and Rosenberg for a minimum of two hundred fifty-two (252) services days per year (excluding County holidays and emergency closures).

### **Section 3. Term and Termination**

3.1 This Agreement shall be effective on the date the last party executes this Agreement (“Effective Date”) and will remain in effect for an initial term of three (3) years after the Effective Date (“Initial Term”).

3.2 Unless terminated sooner, this Agreement shall automatically renew for successive one (1) year terms (collectively referred to as “Renewal Terms”), subject to termination rights provided herein.

3.3 Either party may terminate this Agreement by serving a ninety (90) day advance written notice of termination on the other party. In the event of termination by either party without cause, County shall pay to the Corporation a pro rata share of the initial amount paid by the Corporation under Article V, Section A. If the Agreement is terminated by either party without cause during any of the Renewal Terms, County shall pay to the Corporation the monthly pro rata share remaining in the Renewal Term.

3.4 County reserves the right to discontinue the Service at any time. In the event Service is discontinued during the Initial Term for any reason, County shall pay to the Corporation a pro rata share of the initial annual amount paid by the Corporation under Article V, Section A for the year in question. For example, if County discontinues Service after thirty (30) months, and Corporation has paid the annual initial amount for the third year, County shall pay to the Corporation six (6) months of the fee paid by the Corporation for the Initial Term. If Service is discontinued by the County during any of the Renewal Terms, County shall pay to the Corporation the monthly pro rata share remaining in the Renewal Term.

3.5 Notwithstanding any other provisions of this Agreement, if this Agreement provides for Corporation to make payments to County in any fiscal year following Corporation's fiscal year in which this Agreement begins and Corporation fails to appropriate funds to make the payments

3.5.1 Corporation agrees to provide notice of failure to appropriate funds within ten (10) days of appropriation decision,

3.5.2 This Agreement shall automatically terminate at the beginning of the first day of the successive fiscal year for which funds were not appropriated, and

3.5.3 Corporation shall not be obligated to make or have any liability to County for the payments.

**Section 4. County's Obligations**

4.1 County will operate point deviation services within the Cities of Richmond and Rosenberg for a minimum of two hundred fifty-two (252) service days per year (excluding County holidays and emergency closures).

4.1.1 Operation days, hours, stops and schedule will be agreed to in writing by Corporation and County at least ninety (90) days prior to commencement of Service.

4.1.2 Days, hours, stops and schedule changes will be limited to no more than three (3) adjustments per year. Schedule changes must be agreed to in writing by Corporation and County with a minimum of ninety (90) days allowed for start of the service change.

4.1.3 During the term of this Agreement, County may increase or decrease service hours, days, and stops to provide the Service based on utilization, funding, need or request of the Corporation.

4.2 County will operate the service utilizing a minimum of three (3) 20-passenger capacity mini-buses with capacity for 2 wheelchair tie-downs. However, during the term of this Agreement, County may increase or decrease the number of buses and/or the bus sizes to provide the Service based on utilization, need or request of Corporation.

4.3 County and/or its agent will be responsible for management and supervision of all aspects of the service and any sub-contractors. Management and supervision of the service shall include, but not be limited to sub-contractor management, marketing and support services.

4.4 County will continue the service on an annual term, based on the availability of funding.

4.5 Whether during the Initial Term of this Agreement or any renewal term, County shall notify Corporation of any funding partner that enters into or cancels support of the Services herein. County and Corporation may renegotiate Corporation's proportionate share as applicable or Corporation can elect to maintain this Agreement as set out herein or as amended. Any changes to payments to be made under this Agreement shall be made by Amendment, in writing and incorporated herein, by mutual agreement of the parties.

**Section 5. Corporation's Obligations**

5.1 Corporation shall pay County seventy-five thousand dollars and 00/NO (\$75,000.00) annually for the Initial Term of this Agreement. County shall submit an invoice to

Corporation by November 30<sup>th</sup> each year. Payment shall be due within thirty (30) days of receipt of invoice.

5.2 During any renewal term of this Agreement, Corporation shall pay County its proportionate share for all hours of Service based on the current rates paid by County to County bus service contractor. County shall provide Corporation notice of any rate increases within thirty (30) days of approval of such rate increases.

## **Section 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **Section 7. Termination**

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Corporation fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Corporation materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Corporation was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Corporation in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Corporation's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Corporation.

### **Section 8. Insurance**

8.1 County is governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, Texas Civil Practice and Remedies Code Ann., which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of County. County warrants and represents that it is insured under a commercial insurance policy or self-insured for all claims falling within the Texas Tort Claims Act.

8.2 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

### **Section 9. Indemnity**

**CORPORATION SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CORPORATION, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CORPORATION OR ANY OF CORPORATION'S AGENTS, SERVANTS OR EMPLOYEES.**

### **Section 10. Confidential and Proprietary Information**

Corporation expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the

owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 11. Notices**

11.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

11.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation  
Attn: Paulette Shelton, Director  
12550 Emily Court, Suite 400  
Sugar Land, Texas 77478

With a copy to: Fort Bend County  
Attn: Robert E. Hebert, County Judge  
401 Jackson Street  
Richmond, Texas 77469

Corporation: Rosenberg Development Corporation  
Attn: Randall Malik, Executive Director  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

11.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 11.1 and 11.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

11.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

11.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 12. Assignment and Delegation**

12.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

12.2 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 13. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 14. Successors and Assigns**

County and Corporation bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 15. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Section 16. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY

ROSENBERG DEVELOPMENT CORPORATION

\_\_\_\_\_  
Robert E. Hebert, County Judge

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

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

APPROVED:

\_\_\_\_\_  
Paulette Shelton, Director

7. **REVIEW AND DISCUSS A PRESENTATION FROM PAULETTE SHELTON, DIRECTOR FOR FORT BEND COUNTY PUBLIC TRANSPORTATION DEPARTMENT ON THE STATUS OF PROPOSED ROSENBERG/RICHMOND BUS ROUTE, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** Paulette Shelton, Fort Bend Transit Director, is planning to attend the meeting to provide an update on the proposed Rosenberg/Richmond Bus Route. This project is proposed to be funded with four partners (Richmond, Rosenberg, Fort Bend County, and the George Foundation) sharing equally in the cost of the bus transit service.

**Key discussion points:**

- Mr. Malik reminded the Board Ms. Shelton attended the last Board meeting to update the Board on the proposed bus route and overall project.
- Ms. Shelton distributed the proposed bus route, with possible routes and schedules. Ms. Shelton further stated that since the last visit with the Board, there had been a site visit by the George Foundation.

**Questions/Answers:**

- Director McConathy asked about the dashed line on the drawing. Ms. Shelton explained the dashed line is the railroad tracks.
- Vice President Scopel asked about the blue dashes going across US 59, and down to University of Houston.
- Ms. Shelton stated an iteration of this schedule shows commuter options and a parking lot on FM 762 that could be used for a stop on this bus route.
- Mr. Malik stated the main change is the area on Avenue D and north of the railroad tracks.
- Director Peña stated the railroad is going to increase their rail traffic to Freeport/Galveston area. Traffic will be even more heavily traveled in the area across from the library, a highly traveled area, and Director Peña proposed going underneath the underpass between Rosenberg and Richmond, down Reading Road and turn on Town Center Boulevard. His concern with that route is the safety of traffic. An alternative would be coming around the Justice Center and catch Lane Drive which turns into Reading Road, and have a controlled overpass avoiding the trains.
- Ms. Shelton states north Richmond area residents are trying to get to Wal-Mart.
- Director Garcia asked about any stops on the north area of Rosenberg near Avenue D.
- Director Peña pointed out that instead of going across the railroad tracks, the route plans to drive over the bridge and catch Highway 90A toward Fiesta.

No action was taken.

8. **CONSIDERATION OF AND ACTION ON AN AGREEMENT FOR TRANSPORTATION SERVICE BY AND BETWEEN ROSENBERG DEVELOPMENT CORPORATION AND FORT BEND COUNTY FOR BUS SERVICES IN ROSENBERG IN THE AMOUNT OF \$83,725.**

**Executive Summary:** This agenda item includes a proposed agreement between Fort Bend County and the Rosenberg Development Corporation for Transportation Services. Transportation services include the operation of a bus route through Rosenberg and Richmond. The Rosenberg Development Corporation has budgeted \$80,000 in the Fiscal Year 2015 Budget for transportation services provided by the Fort Bend County Transportation Department.

**Key discussion points:**

- Ms. Shelton explained a partnership of four entities. Richmond Development Corporation has approved the amount of \$75,000 for this project.
- Fort Bend County has been approached by the Wessendorff Foundation to submit an application for funding.
- Ms. Shelton asked the RDC Board of Directors to consider a \$75,000 contribution to the Fort Bend County Transportation Service.
- Ms. Shelton reported Richmond has requested changes in the contract language. If either party cancels the contract without cause, there will be pro-rata share returned to each partner. She further stated a request for two additional changes; driver records and background checks be made available on a consistent basis. Fort Bend County does not operate the service directly, but contracts this service to a private company.
- Vice President Scopel offered his approval to fund \$75,000 and allow our attorney to look at the contract.
- Director McConathy asked a question on Section 3.2 of the contract regarding automatic renewal without the benefit of the RDC Board. She prefers the RDC Board have the opportunity to look at this contract before the contract renews.
- Director Bailey asked what controls are in place for RDC giving the funding to the County, but the County is contracting the service out to the private sector.
- Ms. Shelton stated there are extensive monitoring visits, and driving records are kept. The advantages are reimbursement rates are better and it takes the money out to the private sector.
- Director Bailey asked if there was ever an accident, would RDC be a party to the lawsuit. Ms. Shelton stated that most likely in the event of an accident, each entity would be liable if a lawsuit was filed.
- Director Garcia asked about Section 3.4; the County has no obligation to return any funds to any party if the contract is cancelled.
- Ms. Shelton is proposing a pro-rata share back if the contract is cancelled by any entity.
- Director Garcia stated he understands that if the total amount of funding is \$251,000 and there are five (5) partners to the Transit System that would lower each share to \$50,000. His concern is the initial investment.

- Director Peña stated the County is asking for \$75,000 initial investment and RDC already budgeted \$80,000 for this project.
- Director Peña asked if there is a problem with a certain crossing, how the contract would be amended.
- Ms. Shelton stated it could not be changed in a day, but would go through the proper processes.

**Action:** Director Bailey moved and Director McConathy seconded a motion to authorize the expenditure of \$75,000 for bus services in Rosenberg and submit the funding agreement/contract to RDC attorney for review. The motion carried by a unanimous vote of those present.

9. **REVIEW AND DISCUSS CITY SIDEWALK PLAN, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item has been added to provide the Board an opportunity to discuss potential sidewalk projects in the City of Rosenberg, and to take action if necessary.

**Key discussion points:**

- Mr. Tanner explained the City has a sidewalk plan that governs where developers have to install sidewalks. The City recently adopted a sidewalk repair and maintenance program. The City does not have funding for installing new sidewalks if not installed by developers. RDC approached the City a few months ago with questions about installing sidewalks and make connections in the City. The City further looked at areas that would benefit commercial development in existing business areas and make those connections. Generally speaking, the cost is approximately \$25 per linear foot or \$130,000 per mile of sidewalk.
- Director McConathy asked if this price includes just one side of the street, not both sides and Mr. Tanner confirmed the cost is for just one side of the street.
- Director Peña asked if there is a preference for the north versus the south side of the street for planned sidewalk connections. Mr. Tanner stated installation is based on the plan the City has already made.
- Director McConathy asked what the two different colors represented on the plan. Mr. Tanner stated the purple is sidewalks already funded.
- Director Peña asked about Avenue G and Mr. Tanner reported Avenue G falls under our sidewalk repair program already funded.
- Mr. Malik reminded the Board that they had discussed these areas, and the Board is interested in funding new sidewalks in commercial areas. He and Mr. Tanner had discussed possible areas.
- Director McConathy asked Mr. Tanner to prepare a proposal regarding businesses coming in and bring the cost to that proposal back to the Board for funding sidewalks in commercial areas.
- Mr. Tanner said the projects would be based on a possible funding amount.
- Vice President Scopel asked Mr. Tanner to mark those individual areas with a cost and to bring that plan back when President Knesek is able to attend the Board meeting.

No action was taken.

10. **REVIEW AND DISCUSS OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item was added by RDC Director Jimmie Peña for consideration of RDC funding for the reconstruction of Old Richmond Road. The project was included in the City of Rosenberg FY2014 Capital Improvement Project list. The FY2014 Capital Improvement Project list was approved by City Council on September 17, 2013. On October 15, 2013, City Council approved Resolution No. R-1705, which approved the reconstruction of Old Richmond Road and Jennetta Street, including necessary drainage improvements with the participation of Fort Bend County Road and Bridge.

**Key discussion points:**

- City Manager Gracia briefed the Board that in 2014 City Council approved \$500,000 for improvements. To date, the City has spent \$143,000 on an engineering study and also completed some drainage work. The City will need an alternative route to get people from point A to point B. It can and will be a major corridor for people driving through Rosenberg and brings people into the Historic Downtown District.
- Director Bailey pointed out as she was reading through minutes from previous City Council meetings, the question was asked if there was funding for this road, and the answer was always yes.
- Director Peña stated the \$500,000 was funded for the engineering study only. The City used the money to repair the road.
- Director McConathy asked if the engineering study addresses the long term drainage issues.
- Director Bailey stated it seems like this is a City or a bond issue, not an RDC funding issue.
- Director Bailey asked if the \$500,000 budgeted will go for the engineering study.
- Mr. Gracia reported \$143,000 was for the engineering study, some of the funds were spent on drainage work that was needed, and in order to complete the project the City needs \$1,500,000.
- Vice President Scopel asked about the funding possibility for RDC for this project. Ms. Vasut said at this time, RDC would not have to go into additional debt to fund this project. The entire project was going to be a part of the bond election, but there was no bond election. The City does not have the \$1,500,000 at this time for this project, and in order to move the project more quickly, it was brought to RDC to request funding.
- Mr. Malik pointed out with the Paragon project and the \$4,750,000 with completion of that, RDC has \$100,000 to \$200,000 wiggle room in the budget to avoid additional debt.



# COMMUNICATION FORM

March 12, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
4	Texas Open Meeting Act
<b>ITEM/MOTION</b>	
Review and discuss Section 551.041 of the Texas Open Meetings Act – Notice of Meeting Required as it relates to departmental reports being removed from meeting agendas and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>
<b>SUBMITTED BY :</b>  Randall Malik RDC Executive Director	1. TML: Texas Government Code 551.041 Handout

<b>EXECUTIVE SUMMARY</b>
This item has been included to provide the Economic Development Director the opportunity to update the Board on the removal of departmental reports from meeting agendas as per Section 551.041 of the Texas Open Meeting Act. The RDC Attorney will be available to answer any questions about this item at the meeting.

## What notice is required by the Texas Open Meetings Act? (TML)

The Texas Open Meetings Act (Act) requires written notice of the date, hour, place, and subject of all meetings. TEX. GOV'T CODE § 551.041. The agendas for all meetings subject to the Act must be posted at least 72 hours before the meeting.

Any action taken in violation of Act's notice requirements is voidable. TEX. GOV'T CODE § 551.141; *Swate v. Medina Community Hospital*, 966 S.W.2d 693, 699 (Tex. App.—San Antonio 1998, pet. denied). This means that an action in violation of the Act may be voided by a court pursuant to a lawsuit filed for that purpose. See *Collin County v. Home Owners' Association for Values Essential to Neighborhoods*, 716 F.Supp. 953, 960 (N.D. Tex. 1989), *City of Bells v. Greater Texoma Utility Authority*, 744 S.W.2d 636, 640 (Tex. App.—Dallas 1987, no writ). If some, but not all, actions in a meeting are in violation of the Act, only those actions in violation may be voided. *Point Isabel Indep. Sch. Dist. v. Hinojosa*, 797 S.W.2d 176, 182—183 (Tex.App. — Corpus Christi 1990, writ denied).

While the date, hour, and place of a meeting are self-explanatory, whether the agenda gives the general public sufficient notice of the subjects to be discussed is often a source of confusion for city officials. The agenda serves to give the general public access to decision making by their governing body, and the specificity of the subjects listed on the agenda depends upon the situation. For example, a posted agenda listing "personnel" as a subject to be discussed may be sufficient notice in one situation, but not in another. The Supreme Court of Texas has held that a subject listing of "personnel" was not sufficient notice of a discussion surrounding the hiring of a new superintendent of a school district. *Cox Enterprises, Inc v. Board of Trustees*, 706 S.W.2d 956, 959 (Tex. 1986). The hiring of a new superintendent is a matter of great public interest, held the court, and "personnel" was not specific enough to notify the general public of the discussion to be held in executive session. *Id.* The same was held to be true for the termination of a police chief. *Mayes v. City of De Leon*, 922 S.W.2d 200 (Tex. App.—Eastland 1996, writ denied). While the posting of "personnel" may be sufficient for less publicized positions, such as clerks, the TML Legal Services Department advises that more specific notice, including listing the reason for the discussion and/or action and the employee's or officer's name or position, is the better practice.

Phrases such as "old business," "new business," "regular or routine business," or "other business" do not address the subjects to be discussed in any way, and have been declared insufficient notice to the general public for the purposes of the Act. Tex. Att'y Gen. Op. No. H-662 (1975) at 3. In addition, "presentation," "mayor's report," or "city manager's report" is not sufficient where a presentation is to be made by a city employee or official. In that case, the governing body has the ability to ascertain what the city employee or official will discuss prior to the meeting. Thus, the specific subject matter of the presentation should be posted. *Hays 10 County Water Planning P'ship v. Hays County*, 41 S.W.3d 174, 180 (Tex. App.—Austin 2001, pet. denied); Tex. Att'y Gen. Op. No. GA-668 (2008).

The phrase "public comment" may be used in a posted agenda to provide notice of a period in which members of the public may address the governing body regarding subjects not listed on the agenda. The city is not generally expected to post notice of the subjects to be discussed in this case because the city has no way of knowing what subjects members of the public may wish to address. Tex. Att'y Gen. Op. JC-0169 (2000). City officials may respond to questions asked

during the public comment period only with factual statements, a recitation of existing city policy, or by placing the subject on the agenda for a future meeting. *Id.*; TEX. GOV'T CODE § 551.042.

Posting that certain subjects will be discussed in executive rather than open session is not required. *Tex. Att'y. Gen. Op. No. JC-0057 (1999)*. However, all subjects that are to be discussed in executive session must be described on the agenda in a manner that will provide sufficient notice to the public (i.e., they must be just as detailed as open meeting agenda items). In addition, if a city has historically indicated on its posted agenda which subjects are to be discussed in executive session, and then changes that practice, the city must give adequate notice to the public. *Id.* Many governing bodies include a statement at the end of the agenda informing the public that the body may go into executive session, if authorized by the Act, on any posted agenda item. Such a statement serves as additional notice to the public of the body's intentions. Cities should be aware that any major change in the way that agenda items are listed, even if valid under the Act, can affect the validity of the notice. For example, if the phrase "Discussion/Action" is historically used on the posted agenda to indicate when a governing body intends to take action on a measure, then a posting of "Discussion" with no notice of the change in posting procedures renders any action taken by the council on that subject voidable. *River Road Neighborhood Association v. South Texas Sports*, 720 S.W.2d 551 (Tex. App.—San Antonio 1986, writ dismissed); see also *Hays County Water Planning P'ship*, 41 S.W.3d at 180. Without proper notice of the change, the general public has no way of knowing that there has been a change in posting procedures.

Finally, a city is not required to notify an individual that he or she will be discussed at a meeting. The posted notice must be adequate, but no letter to the person or similar action is necessary in most cases. The purpose of the posted agenda is to provide notice to the general public, not to replace due process. *City of San Antonio v. Fourth Court of Appeals*, 820 S.W.2d 762, 764-765. See *Retterberg v. Texas Department of Health*, 873 S.W.2d 408 (Tex. App.—Austin 1994, no writ).



## COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
5	RDC Comprehensive Annual Financial Report
<b>ITEM/MOTION</b>	
Consideration of and action on draft Comprehensive Annual Financial Report for the Rosenberg Development Corporation for Fiscal Year Ended September 30, 2014, submitted by Pattillo, Brown and Hill, L.L.P	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

A handwritten signature in blue ink that reads "Joyce Vasut".

Joyce Vasut  
Executive Director of Administrative  
Services

- 1) RDC Comprehensive Annual Financial Report (CAFR) - Draft

### EXECUTIVE SUMMARY

The Finance Committee (Committee) met on Tuesday, March 03, 2015, to review the draft Comprehensive Annual Financial Report (CAFR). The Committee recommended several amendments for clarification, and subsequently unanimously recommended the acceptance of the document as revised. You will find the draft CAFR attached for your review and consideration.

A representative of Pattillo, Brown and Hill L.L.P., will be in attendance at the Board Meeting to provide an overview of the CAFR and answer any questions the Board may have.

**ROSENBERG  
DEVELOPMENT CORPORATION**

**FINANCIAL REPORT**

**Fiscal Year Ended  
September 30, 2014**



ROSENBERG DEVELOPMENT CORPORATION

SEPTEMBER 30, 2014

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PATILLO, BROWN & HILL, L.L.P.  
 CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
 Rosenberg Development Corporation  
 Rosenberg, Texas

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the major fund of Rosenberg Development Corporation (the "Corporation"), a component unit of the City of Rosenberg, Texas, as of and for the year ended September 30, 2014, which collectively comprise the Corporation's basic financial statements as listed in the table of contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Rosenberg Development Corporation as of September 30, 2014, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 8 and 19 through 20, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historic context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Waco, Texas  
[REDACTED], 2015

**MANAGEMENT'S  
DISCUSSION AND ANALYSIS**

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## Management's Discussion and Analysis

As management of Rosenberg Development Corporation (the "Corporation"), we offer readers of the Corporation's financial statements this narrative overview and analysis of the financial activities of the Corporation for the year ended September 30, 2014.

### FINANCIAL HIGHLIGHTS

- As of September 30, 2014, the Corporation had net position (government-wide) of \$(1,135,731) and a governmental fund balance (fund level) of \$3,755,279.
- The Corporation's cash, cash equivalents and investments balance at September 30, 2014, was \$3,113,775, representing an decrease of \$(2,075,510) from September 30, 2014.
- The Corporation had total revenues, for government-wide and fund level purposes, of \$4,117,721 for the year ended September 30, 2014.

### OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis is intended to serve as an introduction to the Corporation's basic financial statements. The Corporation's basic financial statements include three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

### GOVERNMENT-WIDE FINANCIAL STATEMENTS

The *government-wide financial statements* are designed to provide readers with a broad overview of the Corporation's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the Corporation's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Corporation is improving or deteriorating.

The *statement of activities* presents information showing how the Corporation's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., depreciation).

The government-wide financial statements present functions of the Corporation that are provided from funding sources (governmental activities). The government-wide financial statements can be found on pages 9 – 10 of this report.

## FUND FINANCIAL STATEMENTS

A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Corporation, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The funds of the Corporation consist of governmental funds.

**Governmental Funds** – Governmental funds are used to account for essentially the same function reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources (modified accrual basis), as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of the governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented in the governmental funds with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financial decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide an adjustments column to facilitate this comparison between the governmental funds and *governmental activities*. The basic governmental fund financial statements can be found on pages 9 – 10 of this report.

## NOTES TO THE FINANCIAL STATEMENTS

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 11 – 18 of this report.

## OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Corporation's General Fund budget. Required supplementary information can be found on pages 19 – 20 of this report.

## GOVERNMENT-WIDE FINANCIAL STATEMENTS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Corporation, liabilities exceeded assets by \$(1,135,731) as of September 30, 2014. The Corporation does not own any capital assets. Once capital asset acquisitions occur, the assets are transferred/assigned to the City of Rosenberg (the "City"). However, the Corporation has guaranteed to repay certain debt issued by the City of Rosenberg. With this liability not being offset with capital assets, the Corporation is in a negative net position.

All of the Corporation's net position represent unrestricted financial resources available for future operations.

**Summary of Statement of Net Position  
As of September 30, 2014 and 2013**

	Governmental Activities		Variance
	2014	2013	
Current and other assets	\$ 3,824,161	\$ 5,807,009	\$ ( 1,982,848)
Total assets	<u>3,824,161</u>	<u>5,807,009</u>	<u>\$ ( 1,982,848)</u>
Current and other liabilities	68,882	824,558	755,676
Noncurrent liabilities:			
Due within one year	767,235	779,700	12,465
Due within more than one year	4,123,775	6,591,010	2,467,235
Total liabilities	<u>4,959,892</u>	<u>8,195,268</u>	<u>3,235,376</u>
Net position:			
Unrestricted	( 1,135,731)	( 2,388,259)	1,252,528
Total net position	<u>\$ ( 1,135,731)</u>	<u>\$ ( 2,388,259)</u>	<u>\$ 1,252,528</u>

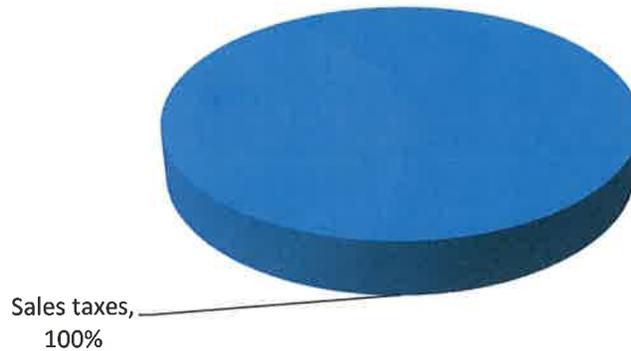
Net position of the Corporation, all of which relate to governmental activities, increased by \$1,252,528. The increase can be attributed to a large increase in sales taxes allocated to the Corporation. The increase in sales tax was \$616,927 over FY 2013. The increase also stemmed from staying under budget with Corporation expenses.

**Changes in Net Position  
For the Fiscal Years Ended September 30, 2014 and 2013**

	Governmental Activities		Variance
	2014	2013	
Revenues			
General revenues:			
Sales taxes	\$ 4,114,177	\$ 3,497,250	\$ 616,927
Investment earnings	3,544	5,824	( 2,280)
Total revenues	<u>4,117,721</u>	<u>3,503,074</u>	<u>614,647</u>
Expenses			
Administration	249,680	245,344	( 4,336)
Marketing	104,648	113,587	8,939
Strategic planning	61,704	51,256	( 10,448)
Project funding	3,929,467	1,278,468	( 2,650,999)
Interest and fiscal charges	219,694	262,158	42,464
Total expenses	<u>4,565,193</u>	<u>1,950,813</u>	<u>( 2,614,380)</u>
Revenues (under) over expenditures	( 447,472)	1,552,261	
Special item	<u>1,700,000</u>	<u>-</u>	
Change in net position	1,252,528	1,552,261	
Net position, beginning	( 2,388,259)	( 3,881,378)	
Prior period adjustment	-	( 59,142)	
Net position, ending	<u>\$ ( 1,135,731)</u>	<u>\$ ( 2,388,259)</u>	

Please see Note G in the notes to the financial statements for an explanation of the special item.

## Governmental Revenues



### FINANCIAL ANALYSIS OF THE CORPORATION'S FUNDS

As previously noted, the Corporation uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Corporation's governmental fund is discussed below:

**Governmental Fund** – The focus of the Corporation's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Corporation's financing requirements. In particular, fund balances may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

As of September 30, 2014, the Corporation's governmental fund, which consists of the General Fund, reported an ending fund balance of \$3,755,279, which is a decrease of \$( 1,227,172)) from last year's total of \$4,982,451. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance represents 70% of total General Fund expenditures of \$5,344,893.

The Corporation's governmental fund transfers monies for designated projects to a separate projects fund, administered by the City of Rosenberg. The ending fund balance in this fund at September 30, 2014, is \$4,887,495. The projects being administered in this fund as of September 30, 2014, are as follows:

Projects	Cumulative Expenditures as of September 30, 2014	Commitments as of September 30, 2014
Parks Improvements	\$ 233,914	17,263
Business Park Development	289,108	3,383,574
Downtown Parking Lot	95,548	154,452
Bamore Road Phase IV	-	750,000
Aldi Project	-	500,000
	<u>\$ 618,570</u>	<u>\$ 4,805,289</u>

## CAPITAL ASSETS

The Corporation had no capital assets as of September 30, 2014.

## DEBT ADMINISTRATION

The Corporation does not issue debt under its own credit backing. The City has an understanding with the Corporation that the Corporation will pay \$4,891,010 of the City's outstanding bonded debt backed by the full faith and credit of the City. The following is a list of projects funded by the Corporation:

### Outstanding Debt Commitments

City Debt Issue	Project	Total
Tax Anticipation Notes, Series 2008	Reimbursement of developer infrastructure agreement	\$ 160,000
Certificates of Obligation, Series 2008	Reimbursement of developer infrastructure agreement	812,000
Certificates of Obligation, Series 2009	Reimbursement of developer infrastructure agreement	645,000
Certificates of Obligation, Series 2010A	Reimbursement of developer infrastructure agreement	260,010
Certificates of Obligation, Series 2010C	Reimbursement of developer infrastructure agreement	1,253,000
General Obligation Refunding Bonds, Series 2011	Reimbursement of developer infrastructure agreement	840,000
General Obligation Refunding Bonds, Series 2012	Reimbursement of developer infrastructure agreement	<u>921,000</u>
Total outstanding debt commitments		<u>\$ 4,891,010</u>

## GENERAL FUND HIGHLIGHTS

- Total fund balance in the General Fund decreased to \$3,755,279. The Corporation has budgeted operating revenues of \$3,450,200 and operating expenses of \$6,591,526 for the 2014 fiscal year. It was estimated that the Corporation will have an ending fund balance of \$1,841,125 at the end of the 2014 fiscal year.
- The Corporation is a recipient of a one-half cent sales tax from the City of Rosenberg for ongoing operations. As such, general economic conditions regarding sales tax receipt trends will have a direct impact on operations.
- The Corporation also had \$1.7 million of the outstanding debt that the Corporation had pledged to pay, forgiven by the City during FY 2014. This is reflected as a special item in the financial statements.

## **REQUESTS FOR INFORMATION**

The financial report is designed to provide a general overview of Rosenberg Development Corporation's finances for all those with an interest in the Corporation's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Rosenberg Development Corporation: Joyce Vasut, Director of Finance, City of Rosenberg, P. O. Box 32, Rosenberg, Texas 77471.

**BASIC  
FINANCIAL STATEMENTS**

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**ROSENBERG DEVELOPMENT CORPORATION**  
**STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET**  
**SEPTEMBER 30, 2014**

	<u>Governmental Fund Type</u>		<u>Statement of Net Position</u>
	<u>General</u>	<u>Adjustments/ Reclasses</u>	
<b>ASSETS</b>			
Cash and investments	\$ 3,113,775	\$ -	\$ 3,113,775
Receivables:			
Accounts	-	-	-
Sales tax	709,694	-	709,694
Prepays	692	-	692
Total assets	<u>3,824,161</u>	<u>-</u>	<u>3,824,161</u>
<b>LIABILITIES AND FUND BALANCES/NET POSITION</b>			
Liabilities:			
Accounts payable	68,882	-	68,882
Noncurrent liabilities:			
Due within one year	-	767,235	767,235
Due in more than one year	-	4,123,775	4,123,775
Total liabilities	<u>68,882</u>	<u>4,891,010</u>	<u>4,959,892</u>
Fund balance:			
Nonspendable	692	( 692)	-
Restricted for economic development	3,754,587	( 3,754,587)	-
Total fund balance	<u>3,755,279</u>	<u>( 3,755,279)</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 3,824,161</u>		
<b>NET POSITION</b>			
Unrestricted		( 1,135,731)	( 1,135,731)
Total net position		<u>\$( 1,135,731)</u>	<u>\$( 1,135,731)</u>

The accompanying notes are an integral part of these financial statements.

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**ROSENBERG DEVELOPMENT CORPORATION**  
**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND**  
**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>General</u>	<u>Adjustments/ Reclasses</u>	<u>Statement of Activities</u>
<b>REVENUES</b>			
Sales taxes	\$ 4,114,177	\$ -	\$ 4,114,177
Investment earning	3,544	-	3,544
Total revenue	<u>4,117,721</u>	<u>-</u>	<u>4,117,721</u>
<b>EXPENDITURES/EXPENSES</b>			
Current:			
Administration	249,680	-	249,680
Marketing	104,648	-	104,648
Strategic planning	61,704	-	61,704
Project funding	3,929,467	-	3,929,467
Debt service:			
Principal retirement	779,700	( 779,700)	-
Interest and fiscal charges	219,694	-	219,694
Total expenditures/expenses	<u>5,344,893</u>	<u>( 779,700)</u>	<u>4,565,193</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES/EXPENSES</b>	( 1,227,172)	779,700	( 447,472)
<b>SPECIAL ITEM - FORGIVENESS OF DEBT</b>	<u>-</u>	<u>1,700,000</u>	<u>1,700,000</u>
<b>CHANGE IN FUND BALANCE/NET POSITION</b>	( 1,227,172)	2,479,700	1,252,528
<b>FUND BALANCE/NET POSITION, BEGINNING</b>	<u>4,982,451</u>	<u>( 7,370,710)</u>	<u>( 2,388,259)</u>
<b>FUND BALANCE/NET POSITION, ENDING</b>	<u>\$ 3,755,279</u>	<u>\$ ( 4,891,010)</u>	<u>\$ ( 1,135,731)</u>

The accompanying notes are an integral part of these financial statements.

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**ROSENBERG DEVELOPMENT CORPORATION****NOTES TO FINANCIAL STATEMENTS**

SEPTEMBER 30, 2014

**I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of Rosenberg Development Corporation (the "Corporation") have been prepared in accordance with generally accepted accounting principles. The following is a summary of the most significant policies:

The Corporation is a not-for-profit industrial development corporation within the City of Rosenberg, Texas (the "City"), organized pursuant to the provisions of Article 5190.6 of the Texas Revised Civil Statute (the Development Corporation Act of 1979) and governed by Section 4B of the Act. The Corporation was created to promote and expand commerce in the City and to finance development projects of public purpose, which are approved by City Council. State law allows the City to collect sales tax to assist in the promoting and developing activities within the City. The Corporation has been included as a discretely presented component unit in the City's financial statements. The City Council approves all actions of the Corporation and appoints the seven members of the Board of Directors. Directors are appointed for two-year terms, and four of the Directors cannot be members of the City Council. The issuance of debt by the Corporation is subject to review and approval by City Council. The Corporation employs, through a contract with the City, a manager who functions as the administrator of the Corporation. The City's Director of Finance serves to support the Treasurer of the Corporation, and the City Secretary serves to support the Secretary of the Corporation.

**A. Reporting Entity**

The Corporation's financial statements include all the accounts and activities of the Corporation. Based on considerations prescribed by generally accepted accounting principles, the Corporation is considered a component unit of the City. The City issues its own annual financial report for all the City's activities including the Corporation.

Considerations regarding the potential for inclusion of other entities, organizations, or functions in the Corporation's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the Corporation is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered if determining that the Corporation's financial reporting entity status is that of a primary government are that it has a separately elected governing body; it is legally separate; and it is fiscally independent of other state and local governments. Although not considered significant in the Corporation's reporting entity evaluation, other prescribed criteria under generally accepted accounting principles include considerations pertaining to organizations for which the primary government is financially accountable; and considerations pertaining to other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Based on these considerations, no other entities, organizations or functions have been included in the Corporation's financial reporting entity.

## **B. Financial Statement Presentation**

In June 1999, GASB issued Statement No. 34, *Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments*. This statement, known as the “Reporting Model” statement, affects the way governments prepare and present financial information. State and local governments traditionally have used a financial reporting model substantially different from the one used to prepare private-sector financial information.

These financial statements include implementation of GASB Statement No. 34, which established new requirements and a new reporting model for the annual financial reports of state and local governments. The statement was developed to make annual reports easier to understand and more useful to the people who use governmental financial information to make decisions.

Some of the significant changes of GASB Statement No. 34 include the following:

### **Management’s Discussion and Analysis**

GASB Statement No. 34 requires that financial statements be accompanied by a narrative introduction and analytical overview of the government’s financial activities in the form of “management’s discussion and analysis” (MD&A). This analysis is similar to the analysis that private sector companies provide in their annual reports.

### **Government-wide Financial Statements**

The reporting model includes financial statements prepared using full accrual accounting for all of the government’s activities. This approach includes not just current assets and liabilities, but also capital assets and long-term liabilities (such as buildings and infrastructure and general obligation debt), as applicable. Accrual accounting reports all of the revenues and costs of providing services each year, not just those received or paid in the current or soon thereafter, as is the case with the modified accrual basis of accounting. Governments report all capital assets, including infrastructure, in the government-wide statement of net position and report related depreciation expense, the cost of “using up” capital assets, in the Statement of Activities. The net position of a government is broken down into three categories: 1) invested in capital assets, net of related debt; 2) restricted; and 3) unrestricted.

### **Fund Financial Statements**

These statements focus on the Corporation’s major funds and are prepared using the modified accrual basis of accounting.

### C. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all the nonfiduciary activities of the primary government and its component units, as applicable. The effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable. The Corporation had no business-type activities or component units as of and for the year ended September 30, 2014.

The governmental funds financial statements consist of the balance sheet and statement of revenues, expenditures and changes in fund balance. These financial statements have been adjusted to arrive at the government-wide financial statement balances (statement of net position and statement activities). Major individual governmental funds are reported as separate columns in the fund financial statements.

### D. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental funds financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal period. Revenues accrued include interest earned on investments and income from Corporation operations. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service requirements, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The accounting system is organized on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accountings, which comprise its assets, liabilities, fund equity or deficit, revenues and expenditures.

The Corporation reports the following governmental fund:

***General Fund*** – The General Fund is used to account for all financial transactions of the Corporation. The principal sources of revenue are assessments to taxing authorities and interest earned on investments. Expenditures include all costs associated with the daily operations of the Corporation.

**E. Cash and Cash Equivalents**

The Corporation classifies investments, which have a remaining maturity of one year or less, at the date of purchase as “money market investments” in accordance with Governmental Accounting Standards Board Statement No. 31 (GASB 31). GASB 31 defines “money market investments” as short-term, highly liquid debt instruments including commercial paper, banker’s acceptances and U. S. Treasury and agency obligations. The Corporation values its “money market investments” at fair value.

**F. Estimates**

The preparation of financial statements in conformity with U. S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**G. Federal Income Tax Status**

As an Economic Development Corporation formed in accordance with Texas state statute, the Corporation’s income is derived from essential government function under the general definitions of a public agency of the state, a political subdivision thereof, or a municipality as provided for in Sec. 115(1) of the Internal Revenue Code and as such is excludable from gross income. Therefore, no provision for income taxes is made in the financial statements.

**H. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statements element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statements element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The corporation does not have any items that qualify for reporting in either of the above categories in the current fiscal year.

## II. DETAILED NOTE ON ALL FUNDS

### A. Deposits and Investments

Cash and cash equivalents consist of a checking account, certificate of deposit and TexPool. The carrying amounts for cash and cash equivalents balances, which approximate fair values, at September 30, 2014, are as follows:

	<u>Fair Value</u>	<u>Weighted Average Maturity (Days)</u>
Texpool	\$ 2,541,922	48

The Corporation considers the holdings in TexPool to have a one-day weighted average maturity due to the fact that the share position can usually be redeemed each day at the discretion of the shareholder, unless there has been a significant change in value.

The State of Texas exercises oversight responsibility over TexPool in accordance with state laws and the Public Funds Investment Act. These external pools operate in a manner consistent with SEC Rule 2a7 of the Investment Company Act of 1940. Net position is reported using amortized cost rather than market value in computing share price. In accordance with TexPool management policies, the net asset value will always be between .9965 and 1.0035. Accordingly, the fair value of the Corporation's position in the pool is the same as the value of the shares in the pool.

#### **Custodial Credit Risk – Deposits**

For deposits, this is the risk that in the event of bank failure, the Corporation's deposits may not be returned to it. Collateral is required for all bank deposits at 100% of deposits not covered by federal depository insurance. Obligations that may be pledged as collateral are obligations of the United States and its agencies and obligations of the state and its municipalities and school districts. Collateral pledged to cover the Corporation's deposits is required to be held in the Corporation's name by the trust department of a bank other than the pledging bank (the Corporation's agent). Collateral securities must bear a Baa-1 or better rating to qualify for use in securing uninsured depository balances. Deposits at year-end are representative of the types of deposits maintained by the Corporation during the year.

A portion of the Corporation's deposit balance of \$572,045 in banks at year-end was not covered by federal depository insurance or by acceptable collateral held by the Corporation's agent in the Corporation's name. The book balance of those deposits at September 30, 2014 was \$571,853.

## **Investment Policies**

Applicable state laws and regulations allow the Corporation to invest its funds in direct or indirect obligations of the United States, the state, or any county, city, school, corporation, or other political subdivision of the state. Funds may also be placed in certificates of deposit of state or national banks or savings and loan associations (depository institutions) domiciled within the state. Related state statutes and provisions included in the Corporation's bond resolutions require that all funds invested in depository institutions be guaranteed by federal depository insurance and/or be secured in the manner provided by law for the security of public funds.

## **Interest Rate Risk**

In accordance with its investment policy, the Corporation manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than 180 days to meet cash requirements for ongoing operation.

## **Credit Risk – Investments**

In accordance with its investment policy, the Corporation minimized credit risk losses due to default of a security issuer or backer, by limiting investments to the safest types of securities. The Corporation's investment pools, TexPool, was rated AAAM, by Standard & Poor's Investors Service.

## **B. Sales Taxes**

The Corporation's revenues consist principally of a ½ cent sales tax, which was approved by voters for the purpose of economic development activities and costs associated with promoting and enhancing economic and industrial development. For the year ended September 30, 2014, the Corporation earned \$4,114,177 in sales tax.

## **C. Monies Deposited With Primary Government**

A special fund was created in fiscal year 2007 into which the Corporation deposits monies to fund all Corporation projects in advance. The City of Rosenberg administers these funds for the Corporation. As of September 30, 2014, this fund has ending balance of \$4,887,495.

## **D. Fund Balances**

The Governmental Accounting Standards Board has issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54). This must use for financial reporting purposes. GASB 54 requires the fund balance amounts to be properly reported within one of the following five fund balance categories:

- **Nonspendable:** To indicate fund balance associated with inventories, prepaids, long-term loans and notes receivable and property held for resale (unless the proceeds are restricted, committed or assigned).

- **Restricted:** To indicate fund balance that can be spent only for the specific purposes stipulated by constitution, external resource providers or through enabling legislation.
- **Committed:** To indicate fund balance that can be used only for the specific purposes determined by a formal action of the Board (the Board’s highest level of decision-making authority). The Board must place an item on the Board’s agenda, followed by a formal action to approve such, in order to establish, modify or rescind a fund balance commitment.
- **Assigned:** To indicate fund balance to be used for specific purposes but do meet the criteria to be classified as restricted or committed. Currently, only Board has the authority to assign fund balances.
- **Unassigned:** To indicate the residual classification of fund balance in the General Fund and includes all spendable amounts not contained in the other classifications.

In circumstances where an expenditure is made for a purpose for which amounts are available in multiple fund balance classifications, fund balance is generally depleted in the order of restricted, committed, assigned and unassigned.

Fund balance for the major governmental fund as of September 30, 2014, was distributed as follows:

	<u>General</u>	<u>Total</u>
Nonspendable:		
Prepays	\$ 692	\$ 692
Restricted for:		
Economic development	<u>3,754,587</u>	<u>3,754,587</u>
Total	<u>\$ 3,755,279</u>	<u>\$ 3,755,279</u>

GASB 54 requires disclosure of any formally adopted minimum fund balance policies. The Corporation does not currently have any such policies.

**E. Risk Management**

The Corporation is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets, errors and omissions; and natural disasters for which the Corporation is covered under the City’s participation in the Texas Municipal League’s General Liability Fund. In addition, the City participates in the Texas Municipal League’s Workers’ Compensation Fund to insure the City for workers’ compensation claims. The City has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three fiscal years.

**F. Long-term Debt****Notes Payable**

Portions of the 2008, 2009, 2010A and 2010C certificates of obligation are payable by forming the Rosenberg Development Corporation in the amounts of \$812,000, \$645,000, \$260,010, and \$1,253,000, respectively. A portion of the 2011 and 2012 general obligation refunding bonds are also being paid from the Rosenberg Development Corporation in the amounts of \$840,000 and \$921,000. Lastly, the Corporation is also responsible for paying \$160,000 of the 2008 tax notes. These amounts are being shown as liabilities in the Rosenberg Development Corporation as these amounts have been guaranteed by the Corporation. The amounts are also shown as liabilities in the governmental activities of the City as the actual debt is in the name of the City of Rosenberg, Texas and the City is ultimately responsible for the repayment of the debt. The debt in the governmental activities is being offset by a note receivable from the Rosenberg Development Corporation.

The annual requirements to amortize the Rosenberg Development Corporation's portion of these liabilities outstanding as of September 30, 2014, are as follows:

<u>Year Ending September 30,</u>	<u>Rosenberg Development Corporation</u>	
	<u>Principal</u>	<u>Interest</u>
2015	\$ 767,235	\$ 197,708
2016	617,770	177,221
2017	544,305	160,476
2018	559,840	147,958
2019	574,875	126,890
2020-2024	1,021,540	369,568
2025-2029	782,440	101,241
2030-2034	23,005	489
Totals	<u>\$ 4,891,010</u>	<u>\$ 1,281,551</u>

**G. Special Item**

In an agreement with the City, \$1,700,000 of debt that was originally scheduled to be paid by the Corporation, was forgiven and is no longer a liability of the Corporation.

**REQUIRED  
SUPPLEMENTARY INFORMATION**

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**ROSENBERG DEVELOPMENT CORPORATION**  
**SCHEDULE OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**GENERAL FUND**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	Original Budget	Final Budget	Actual	Variance With Final Budget - Positive (Negative)
<b>REVENUES</b>				
Sales taxes	\$ 3,445,200	\$ 3,445,200	\$ 4,114,177	\$ 668,977
Investment earnings	5,000	5,000	3,544	( 1,456)
Total revenues	<u>3,450,200</u>	<u>3,450,200</u>	<u>4,117,721</u>	<u>667,521</u>
<b>EXPENDITURES</b>				
Current:				
Administration	255,451	255,451	249,680	5,771
Marketing	118,142	118,142	104,648	13,494
Strategic planning	60,000	60,000	61,704	( 1,704)
Project funding	2,664,000	5,158,539	3,929,467	1,229,072
Debt service:				
Principal retirement	779,700	779,700	779,700	-
Interest and fiscal charges	219,694	219,694	219,694	-
Total expenditures	<u>4,096,987</u>	<u>6,591,526</u>	<u>5,344,893</u>	<u>1,246,633</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	( 646,787)	( 3,141,326)	( 1,227,172)	1,914,154
<b>FUND BALANCE, BEGINNING</b>	<u>4,982,451</u>	<u>4,982,451</u>	<u>4,982,451</u>	<u>-</u>
<b>FUND BALANCE, ENDING</b>	<u>\$ 4,335,664</u>	<u>\$ 1,841,125</u>	<u>\$ 3,755,279</u>	<u>\$ 1,914,154</u>

**ROSENBERG DEVELOPMENT CORPORATION**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**  
**SEPTEMBER 30, 2014**

**BUDGETS AND BUDGETARY ACCOUNTING**

Annual budgets are adopted by the Corporation and approved by Rosenberg City Council using the same basis of accounting as for financial reporting purposes. Encumbrance accounting is utilized.

Expenditures may not legally exceed budget appropriations. The Corporation's Board and City Council must approve expenditure requests, which would require an increase in budget appropriations, through a formal budget amendment.

The budget is typically adopted in the summer and is later amended as appropriate by the Board.



## COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
6	City Newsletter
ITEM/MOTION	
Review and discuss City newsletter, and take action as necessary.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1) None.

Angela E. Fritz  
Executive Director  
Information Services

### EXECUTIVE SUMMARY

This item has been included to allow staff to provide the Board with an update on the City of Rosenberg newsletter following a staff presentation to City Council at the February 24 City Council Workshop.



# COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
7	Infrastructure Branding
ITEM/MOTION	
Review and discuss infrastructure branding, and take action as necessary.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1) None.

A handwritten signature in black ink, appearing to read 'Angela E. Fritz'.

Angela E. Fritz  
Executive Director  
Information Services

## EXECUTIVE SUMMARY

This item has been included to allow staff to provide the Board with an update on opportunities related to infrastructure branding following a staff presentation at the February 17 City Council Meeting.



# COMMUNICATION FORM

March 12, 2015

<i>ITEM #</i>	<i>ITEM TITLE</i>
<b>8</b>	<b>Old Richmond Road and Jennetta Street Reconstruction</b>
<b>ITEM/MOTION</b>	
Review and discuss Old Richmond Road and Jennetta Street Reconstruction, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

John Maresh  
Assistant City Manager of Public Services

- 1) 2013 Economic Development Handbook Excerpt – Infrastructural Projects improvements which promote or develop new or expanded business enterprises
- 2) Resolution No. R-1898 – 01-20-15
- 3) Council Meeting Minute Excerpt – 1-20-15
- 4) RDC Meeting Minute Excerpt – 01-08-15

**EXECUTIVE SUMMARY**

This item was brought back to RDC Board of Directors for consideration of RDC funding for the reconstruction of Old Richmond Road.

The project was included in the City of Rosenberg FY2014 Capital Improvement Project list. The FY 2014 Capital Improvement Project list was approved by City Council on September 17, 2013. On October 15, 2013, City Council approved Resolution No. R-1705, which approved the reconstruction of Old Richmond Road and Jennetta Street, including necessary drainage improvements with the participation of Fort Bend County Road and Bridge. However, Fort Bend County Road and Bridge has not been able to schedule the roadway reconstruction due to their workload.

In an effort to move the project forward, on January 20, 2015, City Council approved Resolution No. R-1898 for an Engineering Services Agreement with CivilCorp, LLC. In the amount of \$177,262.00 for the Old Richmond Road and Jennetta Street Reconstruction Project.

Sealed bids would have to be solicited from Contractors for the construction phase of the project. The engineer’s preliminary construction cost estimate for this portion of the project is \$1.8 million. Additional drainage improvements will also be required in the vicinity of Jennetta Street and the dead end of Avenue F. Preliminary construction cost estimates for the drainage improvements and easements are approximately \$200,000.

### **Type A and Type B Projects Which Are Not Required to Create Primary Jobs**

The following categories are authorized Type A and Type B projects that are not conditioned upon the creation or retention of primary jobs.

**Job training classes.** Certain job training required or suitable for the promotion or development and expansion of business enterprises can be a permissible project. Type A and Type B corporations may spend tax revenue for job training classes offered through a business enterprise only if the business enterprise agrees in writing to certain conditions. The business enterprise must agree to create new jobs that pay wages that are at least equal to the prevailing wage for the applicable occupation in the local labor market area, or agree to increase its payroll to pay wages that are at least equal to the prevailing wage for the applicable occupation in the local labor market area.<sup>42</sup>

**Certain infrastructural improvements which promote or develop new or expanded business enterprises.** “Project” also includes expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises. However, the infrastructure improvements are limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvement, and related improvements, telecommunications and Internet improvements, and beach remediation along the Gulf of Mexico.<sup>43</sup> Accordingly, Type A and Type B corporations may assist with limited infrastructural improvements that the board finds will promote or develop new or expanded business development.

**Career Centers.** Certain career centers can be provided land, buildings, equipment, facilities, improvements and expenditures found by the board of directors to be required or suitable for use if the area to be benefited by the career center is not located in the taxing jurisdiction of a junior college district.<sup>44</sup>

**Commuter Rail, Light Rail or Motor Buses.** A Type A and Type B corporation, as authorized by the corporation’s board of directors, may spend tax revenue received under the Act for the development, improvement, expansion or maintenance of facilities relating to the operation of commuter rail, light rail, or motor buses.<sup>45</sup>

In addition, there are three categories that are not required to create or retain primary jobs, but for which there are revenue amount, population and other requirements specified in the Act:

**Airport Facilities.** Type A and Type B corporations located wholly or partly within twenty-five miles of an international border, in a city with population of less than 50,000 or an average rate of unemployment that is greater than the state average rate of unemployment during the preceding twelve month period, may assist with land,

<sup>42</sup> *Id.* § 501.162. *See id.* § 501.102.

<sup>43</sup> *Id.* § 501.103.

<sup>44</sup> *Id.* § 501.105.

<sup>45</sup> *Id.* § 502.052

RESOLUTION NO. R-1898

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION PROJECT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND CIVILCORP, LLC, IN THE AMOUNT OF \$177,262.00.

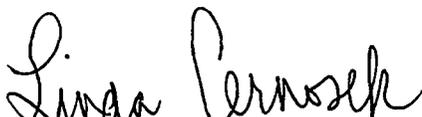
\* \* \* \* \*

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

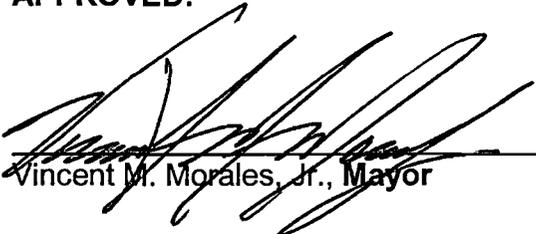
Section 1. The City Manager is hereby authorized to negotiate and execute an Agreement for Engineering Design Services (Agreement) for the Old Richmond Road and Jennetta Street Reconstruction Project, by and between the City of Rosenberg, Texas, and CivilCorp, LLC, in an amount up to \$177,262.00. A copy of such Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 20<sup>th</sup> day of January 2015.

ATTEST:

  
Linda Cernosek, City Secretary

APPROVED:

  
Vincent M. Morales, Jr., Mayor



PO# \_\_\_\_\_

**AGREEMENT FOR  
ENGINEERING DESIGN SERVICES  
Old Richmond Road and Jenetta Street Reconstruction**

**STATE OF TEXAS §**

**COUNTY OF FORT BEND §**

THIS AGREEMENT, entered into and executed by and between the CITY OF ROSENBERG, a home rule municipality under the laws of the State of Texas, hereinafter called "CITY", and CivilCorp, LLC hereinafter called "ENGINEER".

WHEREAS, the ENGINEER represents that it is fully capable of making and qualified to provide assistance to the CITY and ENGINEER desires to perform the same;

NOW, THEREFORE, the CITY and the ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION 1  
SCOPE OF AGREEMENT**

The ENGINEER agrees to provide the services as defined in Attachments "A" and "A-1" and any Amendments attached hereto and made a part hereof, and for having provided said services, the CITY agrees to pay the ENGINEER compensation as stated in the sections to follow. This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

**SECTION 2  
CHARACTER AND EXTENT OF WORK**

The ENGINEER shall provide the services as defined in Attachments "A" and "A-1" and any Amendments attached hereto. The CITY shall be under no obligation to pay for services rendered without prior authorization.

**SECTION 3  
TIME FOR PERFORMANCE**

The work shall be performed in accordance with Attachments "A" and "A-1". Upon written request of the ENGINEER, the CITY may grant time extensions to the extent of any delays caused by the CITY or other agencies with which the work must be coordinated and over which the ENGINEER has no control.

**SECTION 4  
COMPLIANCE AND STANDARDS**

ENGINEER agrees to provide services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the ENGINEER's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of the Agreement, including, without limitation, worker's compensations laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

**SECTION 5  
CHANGES TO THE PROJECT; ADDITIONAL WORK**

Engineer shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Engineer shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental agreement for the additional work and the City shall compensate the Engineer for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement

**SECTION 6  
INDEMNIFICATION**

ENGINEER shall and does hereby agree to indemnify and hold harmless the CITY, and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities, from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Engineer – expressly including those arising through strict liability or under the constitutions of the United States or Texas – **BUT ONLY TO THE EXTEND ALLOWABLE BY SEC. 271.904 (a) OF THE TEXAS LOCAL GOVERNMENT CODE.**

**SECTION 7  
FORCE MAJEURE**

*Force Majeure.* Neither ENGINEER, its suppliers nor CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of ENGINEER), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If ENGINEER is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, CITY may cancel the services order without penalty.

**SECTION 8  
THE ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by the ENGINEER pursuant to this Agreement, the CITY shall pay the ENGINEER the amount of \$177,262.00 for "Basic Services" and up to an additional \$0.00 for "Additional Services" which shall be considered as the total maximum fee. The limit of appropriation is addressed in Section 9.

**SECTION 9  
TIME OF PAYMENT**

Payment by the CITY to the ENGINEER shall be made as follows: ENGINEER shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY. Upon completion of the work, ENGINEER shall submit to the City Manager or designee an invoice, in a form acceptable to the CITY, setting forth the charges for the services provided which were delivered during such billing period, and the compensation which is due for same. If the project work shall take in excess of thirty (30) calendar days, then such invoice shall be submitted to the CITY on or about the first of each month. The City Manager shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the City Manager within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice. Invoices shall be submitted to the following address:

City of Rosenberg Attn:  
Project Director  
P.O. Box 32  
2110 4th Street Rosenberg, Texas  
77471

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

**SECTION 10  
TIME OF COMPLETION**

The prompt completion of the services under which the Scope of Work relates is critical to the City. Unnecessary delays in providing services under the Scope of Work shall be grounds for dismissal of the Engineer and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Engineer prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Engineer shall have completed all tasks and services described in the Scope of Work.

**SECTION 11  
TERMINATION**

This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Engineer and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Engineer.
- (5) If the City terminates this Agreement pursuant to Section 10 above, or subsection 11 (2) or (3), above, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Engineer considering the actual costs incurred by the Engineer in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

**SECTION 12  
ADDRESS AND NOTICES AND COMMUNICATIONS**

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, (iv) by sending the same by telefax with

confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the ENGINEER at the following address:

CivilCorp, LLC  
Attention: Thomas C. Kuykendall, Jr.  
2825 Wilcrest Dr.; Suite 460  
Houston, TX 77042  
Telephone: 832-252-8100  
Email: [tkuykendall@civilcorp.us](mailto:tkuykendall@civilcorp.us)

All notices and communications under this Agreement shall be mailed to the CITY at the following address:

City of Rosenberg  
Attn: Robert Gracia, City Manager  
P.O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471  
(832) 595-3310  
[robertg@ci.rosenberg.tx.us](mailto:robertg@ci.rosenberg.tx.us)

### SECTION 13 LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, ENGINEER has been advised by the CITY and ENGINEER clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted for this project to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the ENGINEER may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to ENGINEER hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

### SECTION 14 SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the ENGINEER shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other, which consent will not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor. Nothing

herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

**SECTION 15  
OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purpose for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

**SECTION 16  
ENGINEER'S SEAL**

The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

**SECTION 17  
INDEPENDENT CONTRACTOR**

Engineer acknowledges that Engineer is an independent contractor of the City and is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.

**SECTION 18  
NON-COLLUSION**

Engineer represents and warrants that Engineer has not given, made, promised or paid, nor offered to give,

make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

## SECTION 19 MEDIA

Contact with the news media shall be the sole responsibility of the CITY. ENGINEER shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

## SECTION 20 AUTHORITY OF CITY MANAGER

All work to be performed by the ENGINEER hereunder shall be performed to the satisfaction of the City Manager. The City Manager shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the ENGINEER and the decisions of the City Manager in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Manager to alter, vary or amend this Agreement.

## SECTION 21 INSURANCE REQUIREMENTS

A current certificate of insurance with the City named as an additional insured is required to be submitted to the Purchasing Office before the City will enter into a contract with a vendor.

### A. POLICY REQUIREMENTS

Prior to the approval of this contract by the City, Engineer shall furnish a completed insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. *CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY*, and no officer or employee of the City shall have authority to waive this requirement.

### B. INSURANCE COVERAGE REQUIRED

Worker's Compensation - Statutory and Employers Liability with minimum limits of \$500,000 each accident and \$1,000,000 each employee; Commercial General (public) Liability insurance minimum

limits of \$1,000,000 each occurrence including coverage Comprehensive Automobile Combined single limit for liability insurance, including bodily injury and property coverage of \$1,000,000 each accident.

#### C. ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, ENGINEER shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

#### D. REQUIRED PROVISIONS

ENGINEER agrees with the respect to the above required insurance, all insurance contracts and certificate(s) of insurance *will contain and state, in writing, on the certificate or its attachment, the following required provisions:*

1. Name the City of Rosenberg and its officers, employees, and elected representatives as an additional insured;
2. Provide for notice to City upon cancellation;
3. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Rosenberg where CITY is an additional insured shown on the policy;
4. Provide for notice to the City at the address shown;
5. ENGINEER agrees to waive subrogation against the City of Rosenberg, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

#### E. NOTICES

ENGINEER shall notify CITY in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

City of Rosenberg  
Attn: Robert Gracia  
P.O. Box 32  
2110 4th Street  
Rosenberg, Texas 77471

#### F. APPROVAL

Approval, disapproval, or failure to act by CITY regarding any insurance supplied by ENGINEER shall not relieve ENGINEER of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate ENGINEER from liability.

**SECTION 22  
MODIFICATIONS**

This instrument, including Attachments "A" and "A-1" and any Amendments attached hereto contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. In the event of any conflict between this instrument and/or Attachments "A" and "A-1", the CITY acting through the City Manager at his sole discretion shall determine which provision prevails. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION 23  
FISCAL FUNDING**

The CITY's fiscal year is October 1st through September 30th. If this contract extends beyond September 30, 201\_\_, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

**SECTION 24  
CHOICE OF LAW**

This Agreement and all the transactions contemplated herein shall be governed by the laws of the State of Texas. Exclusive venue for any action arising out this Agreement shall be in Fort Bend County, Texas and ENGINEER hereby consents to such jurisdiction and venue.

**SECTION 25  
SEVERABILITY**

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement. This document and included Attachments is the entire Agreement and recites the full consideration between the parties, there being no other written agreement.

**SECTION 26  
CUMULATIVE REMEDIES**

In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

**SECTION 27  
WAIVER**

The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

IN WITNESS WHEREOF, said City of Rosenberg has lawfully caused these presents to be executed by the City Manager of said CITY and the said ENGINEER, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Rosenberg, Texas on the \_\_\_\_ day of \_\_\_\_\_ 201\_,

**CivilCorp, LLC**

\_\_\_\_\_  
Name: Thomas C. Kuykendall, Jr.  
Title: Vice President

\_\_\_\_\_  
Date

**CITY OF ROSENBERG**

\_\_\_\_\_  
Robert Gracia  
City Manager

\_\_\_\_\_  
Date

Attest:

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

## ATTACHMENT A



2825 Wilcrest Dr., Suite 460  
Houston, Texas 77042  
Telephone: (832) 252-8100  
E-Mail: tkuykendall@civilcorp.us

January 15, 2014

Mr. John Maresh  
Assistant City Manager  
City of Rosenberg  
2110 Fourth Street  
Rosenberg, TX 77471

**RE: Old Richmond Road and Jennetta Street Reconstruction  
Professional Civil Engineering and Surveying Services Proposal (Revision 1)**

Dear Mr. Maresh:

CivilCorp, LLC. would like to thank the City of Rosenberg for the opportunity to work and partner with the City on this project. In accordance with your request and scoping meeting, CivilCorp submits this proposal to the City of Rosenberg for Professional Civil Engineering and Surveying Services for the reconstruction of Old Richmond Road and Jennetta Street.

### **PROJECT DESCRIPTION**

The Old Richmond Road reconstruction project will extend from 8<sup>th</sup> Street to the concrete roadway section approximately 850' west of the intersection of Old Richmond Road and Avenue H (Approx. 9600 LF). The Jennetta Street reconstruction will extend from Old Richmond Road to Avenue H (Approx. 1300 LF). Both existing rural two lane roadways with open ditches have experienced deterioration and pavement failures in recent years due to existing traffic patterns and loading. The City recently began drainage improvements along Old Richmond Road to upgrade culverts and clean out the existing ditches to provide positive drainage. No further drainage improvements are planned in the scope of this project.

The project scope includes reconstructing the existing two-lane asphalt road with roadside ditches. The existing 20' to 24' width of "scrubber" base and asphaltic surfacing will be removed and replaced with a proposed pavement section. Construction bids will be solicited for a 22' to 24' wide pavement utilizing flexible base with a hot mix asphalt surface for the base bid and an alternative bid item consisting of a concrete pavement section. Additional pavement width for adding left turn lanes at select locations will be evaluated during design and will be added to the reconstruction design within the approved basic scope of services, for locations approved by the City. Plans will be prepared in accordance with the City of Rosenberg Design Standards.

### **SCOPE OF SERVICES: OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION**

CivilCorp will provide the City of Rosenberg with the following surveying, engineering, project management, construction and geotechnical services for the project:

#### ***Surveying***

- Tie to City of Rosenberg or TxDOT control monumentation for horizontal and vertical controls, if available.

- Set horizontal and vertical control near project site.
- Activate One-Call and have existing utilities marked
- Perform surveying to facilitate Engineering including:
  - Topographic survey along Old Richmond Road and Jennetta Street to include existing features (driveways, side streets, curbs, gutters, signs, culverts, inlets, utilities, power poles, guy wires, and pavement markings)
  - Tie utility markings provided by utility owners
  - Tie soil boring locations
- Research and establish right-of-way
- Perform all work in accordance with any applicable standards

***Geotechnical Investigation (Provided by Terracon Consultants, Inc.)***

- Provide soil borings at approximately 500' spacing and 5' depth
- Determine existing pavement depths
- Prepare soil boring logs
- Provide report with recommendations for subgrade preparation and pavement design guidelines
- Additional detailed information can be found in Attachment "B"

***Engineering***

- Obtain and review existing information.
- Prepare Title Sheet for Project.
- Prepare Index of Sheets (Show on Title Sheet).
- Prepare General Notes sheet and include notes applicable for grading, paving, drainage, and utilities.
- Prepare existing typical section of Old Richmond Road and Jennetta Street.
- Prepare proposed typical sections of Old Richmond Road and Jennetta Street that show lane configuration and pavement structure.
- Prepare quantity summary sheets for the project including driveway log and demolition plan.
- Prepare sequence of construction with general traffic control plan layout. Identify and modify as necessary standard construction and barricade detail sheets.
- Prepare Overall Project Layout (1" = 400' – Full Size).
- Prepare demolition plan layout sheets (1"=40' double banked).
- Prepare roadway plan and profile sheets for Old Richmond Road and Jennetta Street (1" = 40' H, 1" = 4' V – Full Size) showing horizontal and vertical geometric designs.
- Prepare storm water pollution prevention plans (SW3P) (1" = 40' double bank – Full Size) showing temporary control measures.
- Develop striping details (Show on roadway plan and profile sheets).
- Develop miscellaneous detail sheets using City of Rosenberg standard details when available.
- Develop earthwork cross-sections (1" = 40' H, 1" = 10' V) showing existing and proposed roadway sections at 100' intervals for the proposed roadway.
- Compute and tabulate construction quantities and prepare estimate. Estimates will be prepared and submitted with each review submittal at 30%, 60%, 90% and 100%.
- Prepare construction bid package to include Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions if any, Technical Specifications and Construction Plans, in accordance with City of Rosenberg standards.

**Project Management**

- Develop and Maintain
  - Project Schedules
  - Budgets
  - Monthly Progress Reports and Invoices
- Meet with the City staff on a regular basis to review project progress and prepare meeting minutes.
- Coordinate and review the work produced to comply with the City and County policies and procedures, and to deliver that work on time. Comply with all applicable laws, ordinances and codes of the State and local governments.
- Prepare Presentation (1 estimated) for the project to be presented to City Council.
- Field Reconnaissance. Travel to the project to inspect features along and adjacent to the roadway to assist in making decisions concerning roadway design, drainage design, sequence of construction, and ROW acquisition.
- Develop and implement Quality Control and Quality Assurance program.

**Direct Expenses**

- Photocopies
- Deliveries
- Mileage
- GPS Equipment

**DELIVERABLES: OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION**

CivilCorp will provide the City of Rosenberg with the following deliverables for each outlined milestone:

**Preliminary Design Meeting**

- Preliminary pavement design recommendations
- Completed field surveying and topography
- Preliminary project layout
- Review and discuss proposed turn lane locations
- Preliminary cost estimate

**50% Submittal (3-22"x34" sets, 1-11"x17" set, and 1- PDF set)**

- Completed 3-d DTM (digital terrain model for profiles and cross sections)
- Incorporate Preliminary City Design Meeting comments
- Title sheet with Index of Sheets
- Existing and proposed typical sections
- Preliminary traffic control sequencing with general traffic control plan layout
- 60% Completed Plan and Profile Sheets
- Preliminary design cross sections

**90% Submittal (3-22"x34" sets, 1-11"x17" set, and 1- PDF set)**

- Incorporate City review comments from 50% submittal
- Title Sheet with Index of Sheets
- Project General Notes
- Existing and proposed typical sections
- Quantity Summary Sheets (Roadway, driveways, traffic control, striping and SW3P)
- Traffic Control Plans with Sequence of Construction

- Overall Project Layout Sheet (Including survey control data)
- Roadway Plan and Profile Sheets (including striping details, as necessary)
- Storm Water Pollution Prevention Plans (SW3P)
- Miscellaneous Roadway Detail Sheets (Adjust manholes, pavement junctures, driveways, etc.)
- Roadway Design Cross section Sheets (100' Intervals)
- Cost estimate Including concrete pavement alternate bid items

#### **City Council Presentation**

- Develop PowerPoint presentation including project data to effectively communicate the project design to the Mayor, City Manager and City Council

#### **Final Submittal (3-22"x34" sets, 1-11"x17" set, and 1- PDF set)**

- Items Included in the 90% submittal with City Council and City Staff comments addressed
- Proposal (Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions, and Technical Specifications)
- Updated Cost Estimate

#### **Bid Phase**

- Attend and facilitate Pre-Bid Meeting
- Answer questions
- Issue Addenda and post to CivCast, if necessary
- Attend bid opening
- Tabulate bids
- Prepare recommendation of bid award

#### **Construction Phase**

- Provide Addenda posted construction drawings
- Update final project manual to include:
  - Addenda bound in front
  - Insert signed contracts and bonds
  - Insert contractor's bid form
  - Insert contractor's insurance
  - Insert geotechnical report
- Facilitate pre-construction meeting and issue contractor's "Notice to Proceed"
- Respond to RFI's (Requests for Information)
- Review and approve monthly pay estimates
- Review and approve change orders
- Review shop drawings and submittals
- Attend monthly progress meetings and prepare minutes (9 Months Estimated)
- Conduct final inspection and prepare punch list
- Prepare record as-built drawings and provide the City with 3-full size sets and 2-CD's

**INFORMATION PROVIDED BY THE CITY OF ROSENBERG**

The City of Rosenberg will provide CivilCorp with the following information and assistance.

1. Survey control monument data, if available
2. As-Built construction plans, if available
3. Existing utility plans or other data applicable to the project
4. Timely review and decisions to maintain project schedule
5. Traffic data for pavement design and turn lane location analysis

**SERVICES NOT INCLUDED WITHIN THE SCOPE OF SERVICES:**

The following services have not been included within the above scope of services:

1. Utility relocation plans
2. Utility agreements or cost estimates
3. Right-of-Way Maps
4. Environmental document preparation

CivilCorp, LLC could provide these services to the City of Rosenberg, if desired. These services would be developed under a separate proposal.

**SCHEDULE**

Project development and design will begin upon notice to proceed from the City of Rosenberg anticipated to be on January 20, 2015.

<u>MILESTONE</u>	<u>DATE</u>
• Survey Complete	2/17/15
• Preliminary Design Mtg	3/3/15
• 50% Submittal	3/23/15
• City of Rosenberg Comments	4/1/15
• 90% Submittal	4/20/15
• Final Submittal	5/11/15

\*CivilCorp is not responsible for delays beyond its control.

**COMPENSATION**

Payment and compensation for the above Scope of Services is to be on a lump sum basis. CivilCorp will prepare monthly invoices for services rendered. A budget in the amount of \$ 177,262.00 is established for this agreement and will not be exceeded without prior authorization by the City of Rosenberg.

**Old Richmond Road and Jennetta Street Reconstruction**

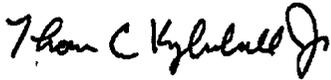
<u>Services</u>	<u>Cost</u>
Surveying	\$ 31,313.00
Geotechnical Investigation	\$ 14,600.00
Engineering	\$ 90,170.00
Project Management	\$ 11,400.00
Construction Phase	\$ 27,355.00
<u>Direct Expenses</u>	<u>\$ 2,424.00</u>
<b>Total Fee:</b>	<b>\$ 177,262.00</b>

All work will be closely coordinated with the City of Rosenberg. Thank you for the opportunity to submit this proposal. If you are in agreement with the services and related fee contained in this proposal and wish to proceed, please sign on the space provided and return an executed copy to my attention that will serve as the Notice to Proceed.

If you have any questions or require additional information, please don't hesitate to call me. We are looking forward to working with you on this project.

Very truly yours,

CivilCorp, LLC



Thomas C. Kuykendall, Jr., PE  
Vice President

City of Rosenberg

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

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

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

**FEE SCHEDULE - EXHIBIT D**

**PROJECT NAME: OLD RICHMOND ROAD & JENETTA ST**

**METHOD OF PAY: LUMP SUM**

**PRIME PROVIDER NAME: CIVILCORP, LLC**

1/15/2015

<b>FEE SUMMARY</b>		
<b>OLD RICHMOND ROAD &amp; JENETTA ST</b>		
<b>TASKS</b>	<b>CIVILCORP, LLC</b>	<b>TERRACON</b>
<b>SURVEYING</b>	\$31,313.00	
<b>GEOTECHNICAL</b>		\$14,600.00
<b>ENGINEERING</b>	\$90,170.00	
<b>CONSTRUCTION</b>	\$27,355.00	
<b>PROJECT MANAGEMENT</b>	\$11,400.00	
<b>Direct Expenses</b>	\$2,424.00	
<b>TOTALS</b>	\$162,662.00	\$14,600.00
<b>TOTAL</b>		\$177,262.00

<b>PERCENT FEE</b>	91.8%	8.2%	100.0%
<b>CONSTRUCTION COST ESTIMATE</b>		\$1,800,000.00	
<b>SURVEYING %</b>		1.74%	
<b>ENGINEERING %</b>		5.78%	
<b>CONSTRUCTION PHASE %</b>		1.52%	
<b>GEOTECH %</b>		0.81%	
<b>TOTAL %</b>		9.85%	

## **Attachment A-1**

### **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

#### **Scope of Services to Perform Final Design and Prepare Plans, Specifications, and Estimate**

**Old Richmond Road from 8<sup>th</sup> Street to 850' West of Avenue H (Approx. 9600 LF)  
and  
Jennetta Street from Old Richmond Road to Avenue H (Approx. 1300 LF)**

#### **GENERAL SCOPE OF PROJECT**

The work to be performed by the Engineer under this contract consists of providing final design services for the project, coordination with the City of Rosenberg, and preparation of construction documents containing plans, specifications and details pertaining to paving, grading, drainage, storm water pollution prevention, pavement markings, demolition, sequence of construction and traffic control plans, construction cost estimate and time of construction estimate. Topographic survey and Geotechnical investigation will also be provided by the Engineer.

#### **PROJECT DESCRIPTION: OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION**

The Old Richmond Road reconstruction will extend from 8<sup>th</sup> Street to 850' West of Avenue H (US Highway 90A). The Jennetta Street reconstruction will extend from Old Richmond Road to Avenue H (US Highway 90A). The project scope will be a two-lane asphalt road with roadside ditches. Additional pavement width for adding left turn lanes at select locations along Old Richmond Road will be evaluated during design. Plans will be prepared in accordance with the City of Rosenberg Design Standards.

#### **SCOPE OF SERVICES**

The Engineer will provide the following surveying, geotechnical investigation, engineering, construction and project management services for the project:

- I. **Surveying**
  - A. Tie to City of Rosenberg or TxDOT control monumentation for horizontal and vertical controls, if available.
  - B. Set horizontal and vertical control near project site
  - C. Activate One-Call and have existing utilities marked
  - D. Perform surveying to facilitate Engineering including:
    - Topographic survey along Old Richmond Road and Jennetta Street to include existing features (driveways, side streets, curbs, gutters, signs, culverts, inlets, utilities, power poles, guy wires, and pavement markings)
    - Tie utility markings provided by utility owners
    - Tie soil boring locations

- E. Research and establish existing right-of-way
- F. Perform all work in accordance with any applicable standards
- II. **Geotechnical Investigation (Provided by Terracon Consultants, Inc.)**
  - A. See "Attachment B"
- III. **Engineering**
  - A. Obtain and review existing information.
  - B. Prepare Title Sheet for Project.
  - C. Prepare Index of Sheets (Show on Title Sheet).
  - D. Prepare General Notes sheet and include notes applicable for grading, paving, drainage, and utilities.
  - E. Prepare existing typical section of Old Richmond Road and Jennetta Street.
  - F. Prepare proposed typical sections of Old Richmond Road and Jennetta Street that show lane configuration and pavement structure.
  - G. Prepare quantity summary sheets for the project.
  - H. Prepare sequence of construction with general traffic control plan layout. Identify and modify as necessary standard construction and barricade detail sheets.
  - I. Prepare Overall Project Layout (1" = 400' – Full Size).
  - J. Prepare roadway plan and profile sheets for Old Richmond Road and Jennetta Street (1" = 40' H, 1" = 4' V – Full Size) showing horizontal and vertical geometric designs.
  - K. Prepare storm water pollution prevention plans (SW3P) (1" = 40' double bank – Full Size) showing temporary control measures.
  - L. Develop striping details (Show on roadway plan and profile sheets).
  - M. Develop miscellaneous detail sheets.
  - N. Develop earthwork cross-sections (1" = 40' H, 1" = 10' V) showing existing and proposed roadway sections at 100' intervals for the proposed roadway.
  - O. Compute and tabulate construction quantities and prepare estimate. Estimates will be prepared and submitted with each review submittal at 30%, 60%, 90% and 100%.
  - P. Prepare construction bid package to include Notice to Bidders, Instruction and Information to Bidders, Bid Proposal Form, Standard Form of Agreement, Bond Forms, General Conditions, Special Conditions if any, Technical Specifications and Construction Plans, in accordance with City of Rosenberg standards.

**IV. Construction**

- A. Complete Bid Tabulation and Engineers Recommendation.
- B. Address Request for Information (RFI) from Contractor.
- C. Review Change Orders.

**V. Project Management**

- A. Develop and Maintain
  - 1. Project Schedules
  - 2. Budgets
  - 3. Monthly Progress Reports and Invoices
- B. Meet with the City staff on a regular basis to review project progress.
- C. Coordinate and review the work produced to comply with the City and County policies and procedures, and to deliver that work on time. Comply with all applicable laws, ordinances and codes of the State and local governments.
- D. Prepare Presentation (1 estimated) for the project to be presented to City Council.
- E. Field Reconnaissance. Travel to the project to inspect features along and adjacent to the roadway to assist in making decisions concerning roadway design, drainage design, sequence of construction, and ROW acquisition.
- F. Develop and implement Quality Control and Quality Assurance program.

**VI. Direct Expenses**

- A. Photocopies
- B. Deliveries
- C. Mileage
- D. GPS Equipment

**INFORMATION PROVIDED BY THE CITY OF ROSENBERG**

The City of Rosenberg will provide CivilCorp with the following information and assistance:

- 1. Survey control monument data, if available.
- 2. As-Built construction plans, if available.
- 3. Existing utility plans or other data applicable to the project.
- 4. Timely review and decisions to maintain the project schedule.
- 5. Traffic data for pavement design and turn lane location analysis

**SERVICES NOT INCLUDED WITHIN THE SCOPE OF SERVICES**

The following services have not been included within the above scope of services:

1. Utility relocation plans.
2. Utility agreements or cost estimates.
3. Right-of-Way maps.
4. Environmental document preparation.

CivilCorp, LLC could provide these services to the City of Rosenberg, if desired. These services would be developed under a separate proposal.

December 12, 2014

CivilCorp, LLC  
2825 Wilcrest Dr., Suite 460  
Houston, TX 77042

Attn: Thomas C. Kuykendall, Jr., PE  
Vice President

Re: Cost Estimate for Geotechnical Engineering Services  
Old Richmond Road and Jennetta Street Reconstruction  
Between 8<sup>th</sup> Street and Avenue H  
Richmond, Texas  
Terracon Document No. P92142275

Dear Mr. Kuykendall:

Terracon Consultants, Inc. (Terracon) understands we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project in Houston, Texas. This letter outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

## 1.0 PROJECT INFORMATION

Item	Description
Site location	The proposed Old Richmond Road reconstruction is between 8 <sup>th</sup> Street and approximately 800 feet from Avenue H and the proposed Jennetta Street reconstruction is between Old Richmond Road and Avenue G in Richmond, Texas.
Existing conditions <sup>1</sup>	Old Richmond Road and Jennetta Street consist of asphaltic-concrete pavement.
Proposed improvements <sup>1</sup>	<ul style="list-style-type: none"> <li>■ Reconstruction of approximately 9,700 linear feet of Old Richmond Road and 1,300 linear feet of Jennetta Street.</li> <li>■ Typical pavement section planned is 2-inch hot-mixed asphaltic concrete (HMAC), prime coat, limestone base, and chemically treated subgrade.</li> </ul>
Planned traffic loading	No traffic information was provided at the time of this cost estimate.

<sup>1</sup> Information provided by CivilCorp, LLC.

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

## **2.0 SCOPE OF SERVICES**

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Field Program. The field program is planned to consist of drilling 25 test borings to depths of 5 feet along the alignment of the proposed roadway reconstruction. The total drilling footage is planned to be 125 feet.

An experienced Terracon geotechnical technician will be assigned to the field program for this project. Our technician will be on-site with the drilling crew to coordinate the drilling activities, collect soil samples, and log each boring.

The borings will be located in the field by using hand measuring equipment and estimating angles and distances from and on-site features shown on the proposed boring plan with the assistance of hand-held GPS devices which are capable of locating the exploration points with an accuracy of about  $\pm 25$  feet. Therefore, the layout of the borings and test locations will be approximate. Boring depths will be measured from existing grade (top of pavement).

Traffic control consisting of cones, signs, and flaggers is planned for our field program at the boring locations along the existing roadway. The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Upon completion of our field program, the borings will be backfilled with soil cuttings and patched at the surface with an asphalt product.

This document assumes that the site can be accessed with standard truck-mounted drilling equipment (Monday through Friday) and does not include services associated with surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation; and
- Pavement design guidelines.

Schedule. We can initiate our field program within about seven to nine days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### **3.0 COMPENSATION**

For the scope of services outlined in this document, we estimate a cost of \$14,600. This cost includes \$1,000 per day for traffic control (Assuming two days of drilling). The cost of our services will not exceed these amounts without prior approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, etc.) requested will be performed on a time-and-materials basis according to the unit rates provided below. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unit Rates		
Description	Unit	Unit Price
Principal	Hour	\$180
Project Manager	Hour	\$150
Project Engineer	Hour	\$135
Staff Engineer	Hour	\$110
Geotechnical technician with truck, portal to portal	Hour	\$80
Clerical Staff	Hour	\$50

#### 4.0 AUTHORIZATION

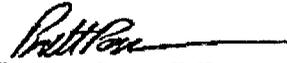
Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

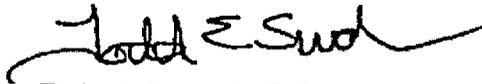
Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this document, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,  
**Terracon Consultants, Inc.**  
(Texas Firm Registration No. F-3272)

  
Brett A. Pope, P.E.  
Project Manager

  
Lauren Williamson, P.E.  
Project Engineer

  
Todd E. Swoboda, P.E.  
Geotechnical Services Manager

Attachment: Agreement for Services

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between CivilCorp, LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Old Richmond Road and Jennetta Street Reconstruction project ("Project"), as described in the Project Information section of Consultant's Proposal dated December 12, 2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. If Terracon subcontracts to other individuals or companies, then Terracon will collect from Client on the subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.  
By: *Brett Pope* Date: 12/12/2014  
Name/Title: Brett Pope, P.E.  
Project Engineer  
Address: 11555 Clay Road, Suite 100  
Houston, Texas 77043  
Phone: 713.690.8989 Fax: 713.690.8787

Client: CivilCorp, LLC  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Reference Number: P92142275

**A:** That could be an option. This is what we were presented with and we did not have any objections to it. This petition basically came from the developer and it was reviewed by the Attorney for the City.

**A:** Charles Kalkomey, City Engineer stated he does not think it makes any difference. Ten feet was the number they presented it could have been 250' or 300' but he does not think it interferes with their development in any way because they are not doing anything inside the easement.

**C:** Councilor Grigar stated he would rather see instead of the 10' the ultimate right of way width.

**C:** Clayton Black, developer explained the reason for the 10' is that there are a couple of road crossings over the channel and they were trying to limit the exposure of the City to road way maintenance crossing this strip. There would be a 10' strip that remains but if you go wider than that there is potential of overlap of maintenance between the City and county on the road crossing the channel. It makes no difference from the standpoint of the development.

**C:** Charles Kalkomey stated the bridge either belongs to the county or the City to maintain. From the City's ETJ protection it makes no difference.

**Action:** Councilor McConathy made a motion, seconded by Councilor Barta to approve Ordinance No. 2015-02, an Ordinance providing for the disannexation from the corporate boundaries of the City of that certain 82.7 acres, more or less, in the Wiley Martin Survey, Abstract 56, Fort Bend County, Texas (Fort Bend County Municipal Utility District No. 184), pursuant to the petition for disannexation; adjusting the boundaries of Council District No. 4 to exclude the tract disannexed hereby, containing certain findings, providing for non-severability; and establishing an effective date. The motion carried by a unanimous vote.

5. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1898, A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION PROJECT, BY AND BETWEEN THE CITY AND CIVILCORP, LLC, IN THE AMOUNT OF \$177,262.00.**

**Executive Summary:** The FY2014 Capital Improvement Project list approved by City Council on September 17, 2013, included the reconstruction of Old Richmond Road. On October 15, 2013, City Council approved Resolution No. R-1705, which approved the reconstruction of Old Richmond Road and Jennetta Street, including necessary drainage improvements with the participation of Fort Bend County Road and Bridge. To date, the Public Works Department has replaced all drainage culverts and is in the process of cleaning the drainage ditches. However, Fort Bend County Road and Bridge has not been able to schedule the roadway reconstruction due to their workload.

In an effort to move the project forward, staff has obtained an Engineering Services Proposal from CivilCorp, LLC, which is the firm initially selected by City Council on October 24, 2012, to design this project. Per the proposed Engineering Services Agreement (Agreement), the existing roadways will be reconstructed by removing the existing asphalt pavement and base material. Flexible base material will be placed on a treated subgrade, with a hot mix asphalt overlay to create a 22 to 24 feet wide pavement section. An alternate bid will also be received for the use of concrete pavement in-lieu of the flexible base and asphalt. The design phase will also evaluate the addition of left-turn lanes at select intersections and the potential need for additional right-of-way in order to construct turn lanes. Drainage system improvements for the dead end portion of Avenue F, east of Jennetta Street are currently not included in this engineering scope of services, but could be added at a later date by amending the scope of services, or by entering into a separate agreement.

The 2013 Certificates of Obligation allocated \$500,000.00 for this Project, which is sufficient to fully fund the drainage work being performed by Public Works and the engineering design. Remaining funds could be used toward the construction phase. The preliminary construction cost estimate is \$1.8 million and it is anticipated the Rosenberg Development Corporation (RDC) will provide the remaining funding required for construction of said improvements.

Staff is recommending approval of Resolution No. R-1898. The Resolution will authorize the City Manager to negotiate and execute an Engineering Services Agreement for the Old Richmond Road and Jennetta Street Reconstruction Project, by and between the City and CivilCorp, LLC, in the amount of \$177,262.00.

**Key discussion points:**

- John Maresh gave an overview of the item.

**Questions/Comments:**

**C:** Councilor McConathy commented this is not just funding for engineering services but actual participation by CivilCorp during the project.

**Q:** Councilor Benton asked - Are we not working with the county on this?

**A:** The county has not been able to fit this into their project.

**Q:** We have a City Engineer. Why do we have to go with another company?

**A:** The City Engineer reviews and inspects.

**Q:** Has the RDC discussed this and have we had this at a workshop?

**A:** Yes, several times.

**Q:** Councilor Barta asked - What services will the engineer provide?

**A:** Full design services, attending the bids and RFI during the construction phase and review change orders, etc.

**C:** Councilor Grigar stated this has been on the CIP list for several years and is needed.

**C:** Councilor Pena stated we need to do this and it has been the policy to bandaid a problem. Engineering is required to look at a road. He totally supports the project.

**C:** John Maresh added this will go out to bid and the County is not equipped to do this in their normal scope. If the County assisted us there would be no design and they would only resurface.

**Action:** Councilor Grigar made a motion, seconded by Councilor Pena to approve Resolution No. R-1898, a Resolution authorizing the City Manager to negotiate and execute, for and on behalf of the City, an Agreement for Engineering Design Services for the Old Richmond Road and Jennetta Street Reconstruction Project, by and between the City and CivilCorp, LLC, in the amount of \$177,262.00. The motion carried by a unanimous vote.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1899, A RESOLUTION AWARDING BID NO. 2014-16 FOR CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS ALONG US HIGHWAY 59/I-69; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME.**

**Executive Summary:** Bids were received on Wednesday, November 05, 2014, for construction of the Sanitary Sewer Improvements along US 59/I-69, necessary to relocate an existing sanitary sewer line between Bamore Road and Fairgrounds Road that is in conflict with the US 59/I-69 expansion project. A total of four (4) bids were opened and tabulated as indicated on the bid summary form.

Staff recommends Bid No. 2014-16 be awarded to Triple B Services, L.L.P., for the Base Bid amount of \$250,000.00. Correspondence from Charles Kalkomey, City Engineer, recommends same. Should the bid be awarded as recommended, the proposal from Triple B Services, L.L.P., will be attached and serve as Exhibit "A" to Resolution No. R-1899. The contract time is 90 calendar days.

The US 59/I-69 Utility Adjustments are included in the FY2015 Capital Improvement Plan approved by City Council on June 17, 2014. The Texas Department of Transportation (TxDOT) Utility Agreements previously approved by City Council will allow for full reimbursement of the costs related to relocation of said sanitary sewer line.

Staff recommends approval of Resolution No. R-1899 which will award Bid No. 2014-16 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the Agreement.

**Key discussion points:**

- John Maresh gave an overview of the item.

**Action:** Councilor McConathy made a motion, seconded by Councilor Grigar to approve Resolution No. R-1899, a Resolution awarding Bid No. 2014-16 for construction of Sanitary Sewer Improvements along US Highway 59/I-69; and, authorizing the City Manager to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements regarding same. The motion carried

- Director Peña stated the County is asking for \$75,000 initial investment and RDC already budgeted \$80,000 for this project.
- Director Peña asked if there is a problem with a certain crossing, how the contract would be amended.
- Ms. Shelton stated it could not be changed in a day, but would go through the proper processes.

**Action:** Director Bailey moved and Director McConathy seconded a motion to authorize the expenditure of \$75,000 for bus services in Rosenberg and submit the funding agreement/contract to RDC attorney for review. The motion carried by a unanimous vote of those present.

**9. REVIEW AND DISCUSS CITY SIDEWALK PLAN, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item has been added to provide the Board an opportunity to discuss potential sidewalk projects in the City of Rosenberg, and to take action if necessary.

**Key discussion points:**

- Mr. Tanner explained the City has a sidewalk plan that governs where developers have to install sidewalks. The City recently adopted a sidewalk repair and maintenance program. The City does not have funding for installing new sidewalks if not installed by developers. RDC approached the City a few months ago with questions about installing sidewalks and make connections in the City. The City further looked at areas that would benefit commercial development in existing business areas and make those connections. Generally speaking, the cost is approximately \$25 per linear foot or \$130,000 per mile of sidewalk.
- Director McConathy asked if this price includes just one side of the street, not both sides and Mr. Tanner confirmed the cost is for just one side of the street.
- Director Peña asked if there is a preference for the north versus the south side of the street for planned sidewalk connections. Mr. Tanner stated installation is based on the plan the City has already made.
- Director McConathy asked what the two different colors represented on the plan. Mr. Tanner stated the purple is sidewalks already funded.
- Director Peña asked about Avenue G and Mr. Tanner reported Avenue G falls under our sidewalk repair program already funded.
- Mr. Malik reminded the Board that they had discussed these areas, and the Board is interested in funding new sidewalks in commercial areas. He and Mr. Tanner had discussed possible areas.
- Director McConathy asked Mr. Tanner to prepare a proposal regarding businesses coming in and bring the cost to that proposal back to the Board for funding sidewalks in commercial areas.
- Mr. Tanner said the projects would be based on a possible funding amount.
- Vice President Scopel asked Mr. Tanner to mark those individual areas with a cost and to bring that plan back when President Knesek is able to attend the Board meeting.

No action was taken.

**10. REVIEW AND DISCUSS OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item was added by RDC Director Jimmie Peña for consideration of RDC funding for the reconstruction of Old Richmond Road. The project was included in the City of Rosenberg FY2014 Capital Improvement Project list. The FY2014 Capital Improvement Project list was approved by City Council on September 17, 2013. On October 15, 2013, City Council approved Resolution No. R-1705, which approved the reconstruction of Old Richmond Road and Jennetta Street, including necessary drainage improvements with the participation of Fort Bend County Road and Bridge.

**Key discussion points:**

- City Manager Gracia briefed the Board that in 2014 City Council approved \$500,000 for improvements. To date, the City has spent \$143,000 on an engineering study and also completed some drainage work. The City will need an alternative route to get people from point A to point B. It can and will be a major corridor for people driving through Rosenberg and brings people into the Historic Downtown District.
- Director Bailey pointed out as she was reading through minutes from previous City Council meetings, the question was asked if there was funding for this road, and the answer was always yes.
- Director Peña stated the \$500,000 was funded for the engineering study only. The City used the money to repair the road.
- Director McConathy asked if the engineering study addresses the long term drainage issues.
- Director Bailey stated it seems like this is a City or a bond issue, not an RDC funding issue.
- Director Bailey asked if the \$500,000 budgeted will go for the engineering study.
- Mr. Gracia reported \$143,000 was for the engineering study, some of the funds were spent on drainage work that was needed, and in order to complete the project the City needs \$1,500,000.
- Vice President Scopel asked about the funding possibility for RDC for this project. Ms. Vasut said at this time, RDC would not have to go into additional debt to fund this project. The entire project was going to be a part of the bond election, but there was no bond election. The City does not have the \$1,500,000 at this time for this project, and in order to move the project more quickly, it was brought to RDC to request funding.
- Mr. Malik pointed out with the Paragon project and the \$4,750,000 with completion of that, RDC has \$100,000 to \$200,000 wiggle room in the budget to avoid additional debt.

- Director Bailey said with One-Way Pairs due to start, Old Richmond Road is going to have to be used to offset traffic from the construction area. She had a concern with the two projects running simultaneously.
- Director McConathy said the One-Way Pairs project is probably a year away from starting.
- Director Peña reported the City Council is going to do everything they can to stop One-Way Pairs from starting.

No action was taken.

**11. REVIEW AND DISCUSS SECTION 551.041 OF THE TEXAS OPEN MEETINGS ACT – NOTICE OF MEETING REQUIRED AS IT RELATES TO DEPARTMENTAL REPORTS BEING REMOVED FROM MEETING AGENDAS, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item has been included to provide the Economic Development Director the opportunity to update the Board on the removal of departmental reports from meeting agendas as per Section 551.041 of the Texas Open Meeting Act.

**Key discussion points:**

- Mr. Malik explained that some City staff members attended a Texas Municipal League workshop where it was strongly suggested that Directors' reports were not providing sufficient notice to the public. It was encouraged that we no longer continue the practice of presenting Director Reports as an agenda item. In trying to come up with alternatives, Economic Development staff has been sending weekly updates to the Board through an email. Staff plans to formalize that and once a month email a detailed list to the Board and if there are any project updates or items you wish to discuss further, these items can be added to the agenda.
- Director McConathy asked if this also includes the communications report as well. Mr. Malik confirmed the communications report was removed as well.

No action was taken.

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

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

**Key discussion points:**

- City Sidewalk Plan
- Old Richmond and Jennetta Road
- Regina Morales, Central Fort Bend Chamber – Score Program
- University of Houston group for SBA loans
- Fort Bend Transit update

No action was taken.

**13. ANNOUNCEMENTS.**

- Livable Centers workshop next Wednesday from 6 – 8 p.m. at the Civic Center
- Old Ice House up on Avenue I now has the Hill Ice House name on it.
- The Hill on 359 is now a Resale Shop

**14. ADJOURNMENT.**

**Action:** Director McConathy moved and Director Garcia seconded a motion to adjourn the RDC Board Meeting. The motion carried by a unanimous vote of those present. The meeting adjourned at 6:25 p.m.

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Cynthia Sullivan  
Secretary II

RDC Minute Attachment:

1. Fort Bend Transportation Bus Route



# COMMUNICATION FORM

March 12, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
9	City of Rosenberg Sidewalk Plan
<b>ITEM/MOTION</b>	
Review and discuss City Sidewalk Plan Update, and take action as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

**SUBMITTED BY :**

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

Randall Malik  
Executive Director

- 1) Sidewalk Proposal for Community Connectivity including costs
- 2) 2013 Economic Development Handbook Excerpt – Infrastructural Project Improvements which promote or develop new or expanded business enterprises
- 3) RDC 01-08-15 Meeting Minute Excerpt
- 4) RDC 02-12-15 Meeting Minute Excerpt

## EXECUTIVE SUMMARY

This agenda item was requested by the RDC Board at the February RDC Meeting. The board requested that staff update the map to provide anticipated cost figures of each proposed sidewalk segment and to recommend the amount of sidewalk costs to be included in the Fiscal Year 16 Budget. On the next page is the sidewalk map with cost figures. Below, are the costs associated with the two highest sidewalk segments:

Priority #1: Reading Road Segment - estimated cost \$33,982.50.

Priority #2: Town Center Boulevard - estimated cost of \$60,892.50

Total Cost: \$94,875

# Sidewalk Proposal for Community Connectivity City of Rosenberg, Texas

**Sidewalks**

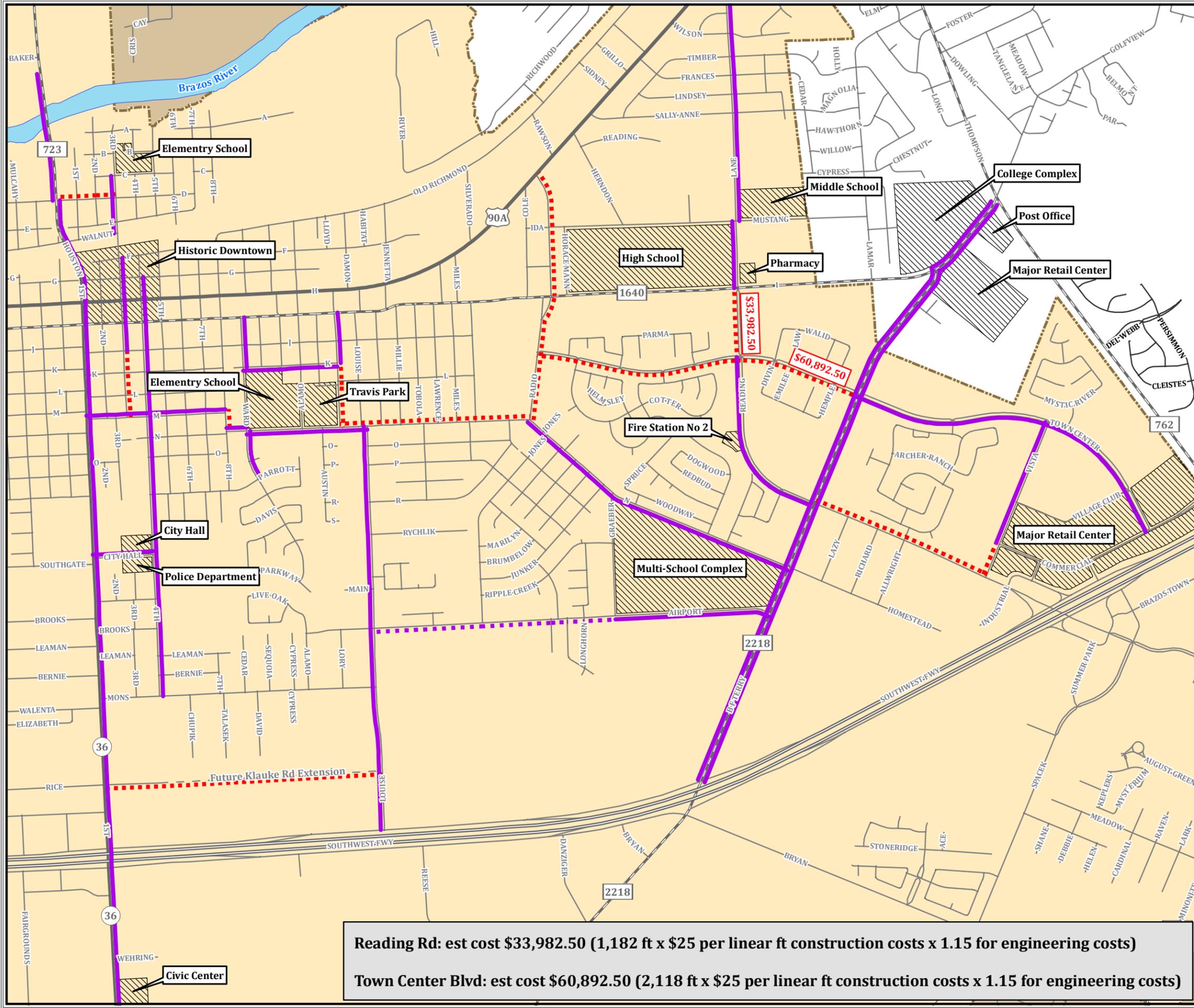
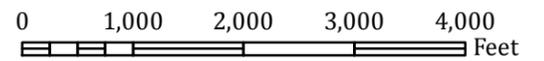
- Proposed Sidewalk
- Existing Sidewalk
- Sidewalk 2015

**Basemap Features**

- Interstate
- US Highway
- State Highway
- Farm-to-Market
- Public Road
- Thoroughfare Plan Road
- Community Connectivity Areas
- Brazos River
- Rosenberg City Limits
- Rosenberg ETJ



Scale:  
1:19,800  
or  
1 Inch = 1,650 Feet



**Reading Rd: est cost \$33,982.50 (1,182 ft x \$25 per linear ft construction costs x 1.15 for engineering costs)**  
**Town Center Blvd: est cost \$60,892.50 (2,118 ft x \$25 per linear ft construction costs x 1.15 for engineering costs)**

Created by: City of Rosenberg GIS - Paul M. Jones  
 Date Created: February 04, 2015  
 Original Size: 11" x 17"  
 K:\GIS\MAPS\Public\_Works\2014\Sidewalks\_EDC.mxd

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



### **Type A and Type B Projects Which Are Not Required to Create Primary Jobs**

The following categories are authorized Type A and Type B projects that are not conditioned upon the creation or retention of primary jobs.

**Job training classes.** Certain job training required or suitable for the promotion or development and expansion of business enterprises can be a permissible project. Type A and Type B corporations may spend tax revenue for job training classes offered through a business enterprise only if the business enterprise agrees in writing to certain conditions. The business enterprise must agree to create new jobs that pay wages that are at least equal to the prevailing wage for the applicable occupation in the local labor market area, or agree to increase its payroll to pay wages that are at least equal to the prevailing wage for the applicable occupation in the local labor market area.<sup>42</sup>

**Certain infrastructural improvements which promote or develop new or expanded business enterprises.** “Project” also includes expenditures found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises. However, the infrastructure improvements are limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, gas utilities, drainage, site improvement, and related improvements, telecommunications and Internet improvements, and beach remediation along the Gulf of Mexico.<sup>43</sup> Accordingly, Type A and Type B corporations may assist with limited infrastructural improvements that the board finds will promote or develop new or expanded business development.

**Career Centers.** Certain career centers can be provided land, buildings, equipment, facilities, improvements and expenditures found by the board of directors to be required or suitable for use if the area to be benefited by the career center is not located in the taxing jurisdiction of a junior college district.<sup>44</sup>

**Commuter Rail, Light Rail or Motor Buses.** A Type A and Type B corporation, as authorized by the corporation’s board of directors, may spend tax revenue received under the Act for the development, improvement, expansion or maintenance of facilities relating to the operation of commuter rail, light rail, or motor buses.<sup>45</sup>

In addition, there are three categories that are not required to create or retain primary jobs, but for which there are revenue amount, population and other requirements specified in the Act:

**Airport Facilities.** Type A and Type B corporations located wholly or partly within twenty-five miles of an international border, in a city with population of less than 50,000 or an average rate of unemployment that is greater than the state average rate of unemployment during the preceding twelve month period, may assist with land,

<sup>42</sup> *Id.* § 501.162. *See id.* § 501.102.

<sup>43</sup> *Id.* § 501.103.

<sup>44</sup> *Id.* § 501.105.

<sup>45</sup> *Id.* § 502.052

- Director Peña stated the County is asking for \$75,000 initial investment and RDC already budgeted \$80,000 for this project.
- Director Peña asked if there is a problem with a certain crossing, how the contract would be amended.
- Ms. Shelton stated it could not be changed in a day, but would go through the proper processes.

**Action:** Director Bailey moved and Director McConathy seconded a motion to authorize the expenditure of \$75,000 for bus services in Rosenberg and submit the funding agreement/contract to RDC attorney for review. The motion carried by a unanimous vote of those present.

**9. REVIEW AND DISCUSS CITY SIDEWALK PLAN, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item has been added to provide the Board an opportunity to discuss potential sidewalk projects in the City of Rosenberg, and to take action if necessary.

**Key discussion points:**

- Mr. Tanner explained the City has a sidewalk plan that governs where developers have to install sidewalks. The City recently adopted a sidewalk repair and maintenance program. The City does not have funding for installing new sidewalks if not installed by developers. RDC approached the City a few months ago with questions about installing sidewalks and make connections in the City. The City further looked at areas that would benefit commercial development in existing business areas and make those connections. Generally speaking, the cost is approximately \$25 per linear foot or \$130,000 per mile of sidewalk.
- Director McConathy asked if this price includes just one side of the street, not both sides and Mr. Tanner confirmed the cost is for just one side of the street.
- Director Peña asked if there is a preference for the north versus the south side of the street for planned sidewalk connections. Mr. Tanner stated installation is based on the plan the City has already made.
- Director McConathy asked what the two different colors represented on the plan. Mr. Tanner stated the purple is sidewalks already funded.
- Director Peña asked about Avenue G and Mr. Tanner reported Avenue G falls under our sidewalk repair program already funded.
- Mr. Malik reminded the Board that they had discussed these areas, and the Board is interested in funding new sidewalks in commercial areas. He and Mr. Tanner had discussed possible areas.
- Director McConathy asked Mr. Tanner to prepare a proposal regarding businesses coming in and bring the cost to that proposal back to the Board for funding sidewalks in commercial areas.
- Mr. Tanner said the projects would be based on a possible funding amount.
- Vice President Scopel asked Mr. Tanner to mark those individual areas with a cost and to bring that plan back when President Knesek is able to attend the Board meeting.

No action was taken.

**10. REVIEW AND DISCUSS OLD RICHMOND ROAD AND JENNETTA STREET RECONSTRUCTION, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item was added by RDC Director Jimmie Peña for consideration of RDC funding for the reconstruction of Old Richmond Road. The project was included in the City of Rosenberg FY2014 Capital Improvement Project list. The FY2014 Capital Improvement Project list was approved by City Council on September 17, 2013. On October 15, 2013, City Council approved Resolution No. R-1705, which approved the reconstruction of Old Richmond Road and Jennetta Street, including necessary drainage improvements with the participation of Fort Bend County Road and Bridge.

**Key discussion points:**

- City Manager Gracia briefed the Board that in 2014 City Council approved \$500,000 for improvements. To date, the City has spent \$143,000 on an engineering study and also completed some drainage work. The City will need an alternative route to get people from point A to point B. It can and will be a major corridor for people driving through Rosenberg and brings people into the Historic Downtown District.
- Director Bailey pointed out as she was reading through minutes from previous City Council meetings, the question was asked if there was funding for this road, and the answer was always yes.
- Director Peña stated the \$500,000 was funded for the engineering study only. The City used the money to repair the road.
- Director McConathy asked if the engineering study addresses the long term drainage issues.
- Director Bailey stated it seems like this is a City or a bond issue, not an RDC funding issue.
- Director Bailey asked if the \$500,000 budgeted will go for the engineering study.
- Mr. Gracia reported \$143,000 was for the engineering study, some of the funds were spent on drainage work that was needed, and in order to complete the project the City needs \$1,500,000.
- Vice President Scopel asked about the funding possibility for RDC for this project. Ms. Vasut said at this time, RDC would not have to go into additional debt to fund this project. The entire project was going to be a part of the bond election, but there was no bond election. The City does not have the \$1,500,000 at this time for this project, and in order to move the project more quickly, it was brought to RDC to request funding.
- Mr. Malik pointed out with the Paragon project and the \$4,750,000 with completion of that, RDC has \$100,000

Budget item titles.

- President Knesek asked about the City charging RDC for professional services in the amount of \$2,600 for the Business Park Development. Ms. Vasut explained the City is charging RDC actual costs for professional services and is not charging RDC 5% as has been charged previously. She also confirmed that professional services were not included in the total cost of the project.
- President Knesek asked about the reduction of General Funds in the third quarter. Ms. Vasut replied that the RDC funded \$1.7 million for the City to fund the Rosenberg Business Park project.
- President Knesek also pointed out the low interest rate on RDC funds in Texpool. Ms. Vasut reported that Texpool is flexible about moving funds in and out of that account.

**Action:** Director McConathy moved and Director Scopel seconded a motion to approve the Financial Reports for the period ending January 31, 2015, and the quarterly Investment Report for the period ending December 31, 2014, as presented. The motion passed by a unanimous vote.

1. (This item was taken out of order after Item No. 6)  
**REVIEW AND DISCUSS CITY SIDEWALK PLAN, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This agenda item was requested by the RDC Board at the January RDC Meeting. The RDC Board requested that staff update the map to provide anticipated cost figures of each proposed sidewalk segment. The RDC does not have funds budgeted for the sidewalk project in the Fiscal Year 15 Budget.

**Key discussion points:**

- Mr. Tanner reported on the dollar amounts for the segments of sidewalk that could benefit commercial development and major commercial centers.

**Questions/Answers:**

- President Knesek inquired about specific areas highlighted and if funds for sidewalks had been included in the Fiscal Year 2015 Budget.
- Mr. Malik confirmed no funds were budgeted for sidewalks in Fiscal Year 2015.
- President Knesek stated that he appreciates the work completed on sidewalk project and indicated sidewalk project would be discussed in the RDC's Fiscal Year 2016 Budget process.
- Mr. Tanner stated that he would calculate those specific areas for commercial development.
- Director McConathy suggested a focus on the older Rosenberg area sidewalks because new development is required to provide sidewalks.
- Director Barta pointed out there are children walking to schools that do not have sidewalks.
- Mr. Tanner replied that he would look at the City's plan for sidewalks in the areas that include schools.

No action was taken.

2. **CONSIDERATION OF AND ACTION ON INSTALLING TREE GRATES IN DOWNTOWN ROSENBERG.**

**Executive Summary:** This item has been requested by Darren McCarthy, Rosenberg Parks and Recreation Director, as an opportunity for the Rosenberg Development Corporation to partner with the City of Rosenberg in installing tree grates in Downtown Rosenberg and to take action as necessary. A local company, Kelly's Welding, could construct the grates at a cost of \$270.00 each. Installation is approximately \$300.00 each for a total cost to complete the project at \$8,000.00. The RDC Projects Fund currently has \$15,888 remaining dollars in the FY 2014 Park Improvements Line Item.

**Key discussion points:**

- Mr. McCarthy explained the placement of tree grates in downtown Rosenberg. He also reported the rose bushes will be replaced with the type of trees that are planted in that area. He added that ADA requires a curb around the trees for sight impaired citizens.

**Questions/Answers:**

- President Knesek asked if the City would partner with RDC for this project. The \$8,000 could be funded by RDC and the City each funding \$4,000.
- Mr. McCarthy reported there was \$15,888 remaining for this project in the Fiscal Year 2014 Budget.
- Director Pena agreed the City could partner with this project.
- Director McConathy asked about the types of trees being planted and if the root system be deep enough. Mr. McCarthy affirmed the types of trees have a deep root system.

**Action:** Director McConathy moved and Director Barta seconded a motion to approve funding in the amount of \$4,000 for the purchase of seven (7) tree grates, half the recommended number, from Kelly's Welding Service to be placed in Downtown Rosenberg. The motion carried by a unanimous vote.

3. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. RDC-91, A RESOLUTION OF BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION AMENDING THE FISCAL YEAR 2014-15 ANNUAL BUDGET IN THE AMOUNT OF \$260,000 FOR IMPROVEMENTS TO THE ROSENBERG BUSINESS PARK.**

**Executive Summary:** Previously the RDC approved a development agreement with Rosenberg Business Park, Ltd.,



# COMMUNICATION FORM

March 12, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
10	Options for Economic Development Staff Office Space
<b>ITEM/MOTION</b>	
Review and discuss long term options for Economic Development office space, and direct staff as necessary.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

1) None

Randall Malik  
RDC Executive Director

## EXECUTIVE SUMMARY

This item was requested by Bill Knesek, RDC Board President, to discuss future Economic Development office space.



# COMMUNICATION FORM

March 12, 2015

ITEM #	ITEM TITLE
11	Resolution No. RDC-93 – Support for H.B. 658 for Texas State Technical College
<b>ITEM/MOTION</b>	
Consideration of and action on Resolution No. RDC-93, a Resolution of the Board of Directors of the Rosenberg Development Corporation, in support of Texas House Bill No. 658 relating to the creation of a campus of the Texas State Technical College System in Fort Bend County.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

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

Randall Malik  
Economic Development Director

- 1) Resolution No. RDC-93 – Support for H.B. 658 for Texas State Technical College
- 2) Texas House Bill No. 658 – Filed by Representative John Zerwas

## EXECUTIVE SUMMARY

Representative John Zerwas of Texas House District 28 has filed Texas House Bill No. 658 relating to the creation of a campus of the Texas State Technical College (TSTC) in Fort Bend County. TSTC is working with the George and Henderson-Wessendorff Foundations on building a new TSTC Fort Bend Campus.

Staff recommends approval of Resolution No. RDC-93 as presented.

**RESOLUTION NO. RDC-93**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSENBERG DEVELOPMENT CORPORATION, IN SUPPORT OF TEXAS HOUSE BILL NO. 658 RELATING TO THE CREATION OF A CAMPUS OF THE TEXAS STATE TECHNICAL COLLEGE SYSTEM IN FORT BEND COUNTY.**

**WHEREAS**, the Rosenberg Development Corporation (RDC), an economic development corporation organized pursuant to Section 4B of the Development Corporation Act of 1979, as amended, has established policies to adopt such reasonable projects, as are permitted by law, to include land and infrastructure for primary job training facilities for use by institutions of higher education; and,

**WHEREAS**, the expansion of the Fort Bend Texas State Technical College will have a positive impact on the local and regional economy; and,

**WHEREAS**, the Rosenberg Development Corporation has adopted numerous Strategic Plans identifying expanded technical training as a top priority; and,

**WHEREAS**, the Rosenberg Development Corporation desires to partner with Texas State Technical College and affiliated organizations on a Texas State Technical College campus to be located in Fort Bend County.

**NOW THEREFORE, BE IT RESOLVED BY THE ROSENBERG DEVELOPMENT CORPORATION:**

**Section 1.** That the Rosenberg Development Corporation supports House Bill 658 for the creation of an expanded Texas State Technical College located in Fort Bend County.

**PASSED, APPROVED, and RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_

\_\_\_\_\_

Linda Cernosek, **City Secretary**

Bill Knesek, **President**

By: Zerwas

H.B. No. 658

A BILL TO BE ENTITLED

1 AN ACT  
2 relating to the creation of a campus of the Texas State Technical  
3 College System in Fort Bend County.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 135.02(a), Education Code, is amended to  
6 read as follows:

7 (a) The Texas State Technical College System is composed of:

8 (1) a system office located in the city of Waco in  
9 McLennan County;

10 (2) a campus located in the city of Harlingen in  
11 Cameron County;

12 (3) a campus serving West Texas that operates as a  
13 collective unit of strategically positioned permanent locations in  
14 the city of Sweetwater in Nolan County, the city of Abilene in  
15 Taylor County, the city of Brownwood in Brown County, and the city  
16 of Breckenridge in Stephens County;

17 (4) a campus located in the city of Marshall in  
18 Harrison County;

19 (5) a campus located in the city of Waco in McLennan  
20 County;

21 (6) a campus located in the city of Richmond in Fort  
22 Bend County;

23 (7) an extension center located in Ellis County; and

24 (8) [~~7~~] campuses assigned to the system from time to

1 time by specific legislative Act.

2 SECTION 2. Section 135.04(b), Education Code, is amended to  
3 read as follows:

4 (b) Before any program may be offered by a campus or  
5 extension center within the tax district of a public junior college  
6 that is operating a vocational and technical program, it must be  
7 established that the public junior college is not capable of  
8 offering or is unable to offer the program. After it is  
9 established that a need for the program exists and that the program  
10 is not locally available, the campus or extension center may offer  
11 the program, provided approval is secured from the coordinating  
12 board. Approval of technical-vocational programs under this  
13 section does not apply to Brown, McLennan, Cameron, Fort Bend, and  
14 Potter counties.

15 SECTION 3. This Act takes effect immediately if it receives  
16 a vote of two-thirds of all the members elected to each house, as  
17 provided by Section 39, Article III, Texas Constitution. If this  
18 Act does not receive the vote necessary for immediate effect, this  
19 Act takes effect September 1, 2015.



## COMMUNICATION FORM

March 12, 2015

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

SUBMITTED BY :

1) None

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

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

# **ITEM 13**

**Announcements.**

# **ITEM 14**

**Adjournment.**