

# **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, January 08, 2015

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

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

**PURPOSE:** Regular Rosenberg Development Corporation Meeting

Call to order.

Statement of rules pertaining to audience comments.

Comments from the audience.

## **CONSENT AGENDA**

- A. Consideration of and action on the Regular Rosenberg Development Corporation Meeting Minutes for November 13, 2014. (Cynthia Sullivan, Secretary II)
- B. Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending December 31, 2014. (Joyce Vasut, Executive Director of Administrative Services)

## **AGENDA**

- 1. Hold Executive Session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from the City Attorney concerning contemplated litigation, namely dispute with Imperial Performing Arts, Inc.; 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.
- 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 Engagement Letter for legal services by Jeanne H. McDonald, P.C., Attorneys at Law representing Rosenberg Development Corporation. (Randall Malik, Rosenberg Development Corporation Executive Director)
- 4. Consideration of and action on a Funding Agreement by and between the Rosenberg Development Corporation and the Texas Master Naturalists, Coastal Prairie Chapter, Inc., in the amount of \$50,000. (Karl Baumgartner, Texas Master Naturalists, Coastal Prairie Chapter President)

5. Consideration of and action on a Standard Services Contract for Promotional and Membership Services by and between the Rosenberg Development Corporation and the Central Fort Bend Chamber in the amount of \$10,000. (Regina Morales, Central Fort Bend Chamber Alliance President/CEO)
6. Consideration of and action on a Services Contract for Economic Development Services by and between the Rosenberg Development Corporation and The Greater Fort Bend Economic Development Council in the amount of \$20,000. (Randall Malik, Rosenberg Development Corporation Executive 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. (Paulette Shelton, Fort Bend County, Public Transportation Department Director)
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. (Paulette Shelton, Fort Bend County, Public Transportation Department Director)
9. Review and discuss City Sidewalk Plan, and take action as necessary. (Travis Tanner, Executive Director of Community Services)
10. Review and discuss Old Richmond Road and Jennetta Street Reconstruction, and take action as necessary. (Jimmie Peña, Rosenberg Development Corporation Director)
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. (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 – November 13, 2014**

# ROSENBERG DEVELOPMENT CORPORATION MEETING MINUTES

On this the 13<sup>th</sup> day of November 2014, the Rosenberg Development Corporation (RDC) of the City of Rosenberg, Fort Bend County, Texas, met in Regular Session, at the Rosenberg Civic Center, located at 3825 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
Randall D. Malik	Executive Director, Rosenberg Development Corporation
Cynthia Sullivan	Secretary II
Joyce Vasut	Executive Director of Administrative Services

## GUESTS

Jeff Wiley	President/CEO, Greater Fort Bend Economic Development Council
Jack Belt	Executive Vice President, Greater Fort Bend Economic Development Council
Paulette Shelton	Director, Fort Bend County Transportation Department

## CALL TO ORDER.

President Knesek called the meeting to order at 4:12 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 OCTOBER 09, 2014.**
- B. **CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING OCTOBER 31, 2014.**  
*Executive Summary:* The October 2014 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.
- C. **CONSIDERATION OF AND ACTION ON A REPORT FROM THE COMMUNICATIONS DEPARTMENT REGARDING THE PREVIOUS MONTH'S COMMUNICATIONS ACTIVITIES.**  
*Executive Summary:* This item has been included to provide an overview of Communication activities in the previous month, as they relate to economic development.

### *Key discussion points:*

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

**Action:** Director McConathy moved and Director Scopel seconded a motion to approve the Consent Agenda Items A and C with the revised minutes. The motion carried by a unanimous vote of those present.

- 1A. **CONSIDERATION OF AND ACTION ON THE MONTHLY ROSENBERG DEVELOPMENT CORPORATION FINANCIAL REPORTS FOR THE PERIOD ENDING OCTOBER 31, 2014.**  
*Executive Summary:* The October 2014 RDC Financial Reports are attached for your review and consideration. Staff recommends approval.

### *Key discussion points:*

- President Knesek asked about the percentages of the coupon yields. Ms. Vasut clarified information regarding the coupon yield percentages.

- President Knesek asked about the US 90A Redevelopment Project CP1002. Ms. Vasut explained the project is a 2010 project and the associated Purchase Order issued to pay for maintenance on planters.
- The consensus of the Board was to pull Project CP1002 and roll the fund balance into the General Fund.
- President Knesek asked about the CP0705 Transportation Gateway Improvements. Ms. Vasut explained there is a \$41,000 encumbrance on this project for mowing contracts FY2015.
- President Knesek asked about the Downtown Parking Lot Project. Mr. Malik explained this project was for the purchase of the lot across from the Rosenberg Post Office and the purchase of the railroad property for a potential parking lot. The consultant RDC contracted for the purchase of the railroad property was paid \$4,999.00 and will receive 6% of the purchase price if RDC is successful in purchasing that property.

**Action:** Director Scopel moved and Director Garcia seconded a motion to approve the monthly Rosenberg Development Corporation Financial Reports for the period ending October 31, 2014. The motion carried by a unanimous vote.

1. (This item was taken out of order after Item 4)  
**HOLD EXECUTIVE SESSION PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE FOR DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.**

President Knesek adjourned the Regular Session and declared an Executive Session at 5:00 p.m.

An Executive Session was held for deliberations pursuant to Section 551.087 of the Texas Government Code for deliberations regarding Economic Development negotiations.

2. (This item was taken out of order after Item 4)  
**ADJOURN EXECUTIVE SESSION, RECONVENE INTO REGULAR SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**

President Knesek adjourned the Executive Session and reconvened into Regular Session at 5:47 p.m. No action was taken.

3. **HEAR PRESENTATION FROM JEFF WILEY, PRESIDENT/CEO OF THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL, REGARDING CURRENT ACTIVITIES OF THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL.**

**Executive Summary:** This item has been included to provide the Board with an update on the current status of activities of the Greater Fort Bend Economic Development Council.

**Key discussion points:**

- Mr. Malik introduced Mr. Wiley, President/CEO of the Greater Fort Bend Economic Development Council (GFBEDC).
- Mr. Wiley explained they are a 501(c)(6) non-profit organization and the mission is to support Economic Development in Fort Bend County by supporting business recruitment and retention, encouraging quality development, supporting infrastructure sufficient to retain and promote growth and get involved in solutions for better quality of life, such as water and subsidence issues.
- GFBEDC was created after the 1980's oil crisis in Houston and they kept their focus on quality development.
- Funding for the GFBEDC comes from public sector, contract service agreements, and some from the private sector also.
- Mr. Wiley explained the service contract covers cost of staff, operations, facilities, and efforts to carry out GFBEDC's mission.
- Mr. Wiley also gave the Board an example of a recent mitigation banks project they are working on.
- Director McConathy asked at what point conservationists will come to the table to discuss mitigation banks. Mr. Wiley explained the wetland mitigation process came out of the notion that we can allow it to subside because it will not be developed land and could create parks for the communities. Mitigation credits are becoming rare and expensive. The GFBEDC organization will bring these groups in to discuss these areas.
- President Knesek thanked Mr. Wiley and Mr. Belt for coming to present to the Board of Directors of RDC.

No action was taken.

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

**Executive Summary:** RDC and City of Rosenberg staff met with Paulette Shelton, Fort Bend County Public Transportation Department Director, to discuss the proposed draft of the Richmond-Rosenberg transit route and to discuss the costs associated with the project. In October 2010, Rosenberg completed a Transit and Pedestrian Study, which recommended additional public transportation options.

**Key discussion points:**

- Ms. Shelton explained applications were submitted to the George Foundation and one is being submitted to the Henderson-Wessendorff Foundation for possible funding opportunities, and it may take up to (8) months to

hear back from them.

- Fort Bend County is bringing in a contractor to work on scheduling the routes.
- Ms. Shelton is working on the ADA requirements and Public Hearing requirements for public transportation.

**Questions/Answers:**

- Director McConathy asked if the actual bus stops have not been determined. Ms. Shelton said they have not been determined yet.
- Director Garcia asked about the estimated daily trips. Ms. Shelton explained they are adding 18 new stops. There are currently 15 stops.
- Director Peña asked if we will be able to look at and have any input on the proposed routes. Ms. Shelton assured the Board of Directors that Fort Bend County Public Transportation Department is working with Rosenberg and Richmond staff.
- Director Peña stated he had previously spoken to Commissioner Morrison about elderly people having trouble getting around the community. There are no stores in their area (north side of the railroad tracks). Ms. Shelton explained the challenge is lack of equipment and the fact that Fort Bend County Transportation Department had been working on one hour headway trips. She also explained "Point Deviation" (Reservations). Fort Bend Transportation Department can deviate off the regular stops to accommodate those citizens.
- President Knesek asked if Fort Bend Transportation Department is working with Travis Tanner, Executive Director of Community Development for the City of Rosenberg. Ms. Shelton assured the Board their staff is looking at the stops and accessibility to be sure there is safety and accessibility.
- Director Scopel asked about a recent bus accident and how it is affecting the system. Ms. Shelton said it was a new bus and Fort Bend Transportation Department maintains county owned buses and have contracted back-up vehicles.
- Director Garcia asked if three vehicles are being planned for the Rosenberg-Richmond bus routes. Ms. Shelton said there are three buses allocated to the route. Each one will operate 12 hours a day to perform the route.
- Ms. Shelton will come back when she gets the new route information.

No action was taken.

**RECESS SESSION, RECONVENE SESSION.**

President Knesek recessed the Session at 4:48 p.m., and reconvened the Session at 5:00 p.m.

**5. REVIEW AND DISCUSS DANGEROUS STRUCTURES, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item was added by RDC Director McConathy to provide the Board of Directors an opportunity to discuss dangerous structures in Rosenberg.

**Key discussion points:**

- Director McConathy provided the Board with an update on the subject. She reported City Council is moving forward on possible revisions to the "Dangerous Buildings" Ordinance.

No action was taken.

**6. REVIEW AND DISCUSS AN UPDATE ON THE DOWNTOWN PARKING PROJECT, AND TAKE ACTION AS NECESSARY.**

**Executive Summary:** This item has been included to provide the Board of Directors an opportunity to review and discuss an update on the Downtown Parking project. In March of 2013, the City of Rosenberg retained the services of F.M. Denson & Company to assist the City in persuading Burlington Northern Santa Fe (BNSF) to sell the property to the City of Rosenberg. F.M. Denson & Company has recently indicated to the Economic Development department that BNSF has agreed to sell the property.

**Key discussion points:**

- Mr. Malik updated the Board regarding negotiations on the 2.25 acres planned for downtown parking. RDC has an engagement letter from Mr. Denson regarding his contract with the City. He is currently in the negotiation process with the BNSF.
- In speaking about downtown parking, President Knesek mentioned the City-owned lot across the street from the Post Office. This property is not practical for a parking lot, but could be sold.
- Director Bailey brought up the idea of a park for the City-owned lot. There are funds allocated for parks in that area.
- Mr. Malik reported that RDC has about \$160,000 remaining in this project fund, after spending approximately \$90,000.
- President Knesek stated that Fort Bend County might participate if there were a planned bus stop at that parking area.
- Mr. Malik said staff would stay in contact with Mr. Denson and continue negotiations.

No action was taken.

7. **REVIEW AND DISCUSS EXTERNAL RECRUITMENT OPPORTUNITIES, AND TAKE ACTION AS NECESSARY.**  
**Executive Summary:** This item has been included to provide the Board of Directors the opportunity to discuss external recruitment opportunities. Team Texas and TexasOne are two entities active in domestic and international recruitment visits. The RDC is currently a Pioneer member (\$1,000.00 annually) of TexasOne.

**Key discussion points:**

- Mr. Malik reported the FY2015 Budget for memberships is \$83,000. The Board can decide if they want to keep the same memberships and what RDC's amount of funding is for this type of group. These entities do statewide marketing and recruitment trips and when the governor visits other areas, these are the funds used. Site selectors come in from different towns and talk about areas available to businesses interested in coming into our state. He stated that Team Texas just hired an Executive Director. TexasOne is much more connected to the governor's office and has many more private sponsors.

No action was taken.

8. **CONSIDERATION OF AND ACTION ON A REPORT FROM THE ECONOMIC DEVELOPMENT DIRECTOR REGARDING THE PREVIOUS MONTH'S ECONOMIC DEVELOPMENT ACTIVITIES AND CONTACTS.**  
**Executive Summary:** This item has been included to provide the Economic Development Director the opportunity to update the Board on the previous month's activities, contacts, and projects.

**Key discussion points:**

- Mr. Malik reported the West Fort Bend Management District (WFBMD) is working to replace their Executive Director. The committee meeting has been delayed until they fill that position. WFBMD Committee meetings should be scheduled in December.
- Mr. Malik updated the Board on the Livable Centers Study and Morris Architects will be presenting an overview at the City Council meeting on November 18<sup>th</sup>.
- Mr. Malik reported the City received two bids for the sale of the Old City hall property at 2300 Avenue H. Those bids will be reported to the City Council on November 25<sup>th</sup>.
- Mr. Malik stated staff is working on labor reports which are included in this packet. Staff is getting more inquires on labor data. Staff is creating a report on labor statistics to give prospects coming in and wanting information.

No action was taken.

9. **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 requested Executive Session for litigation and real estate negotiations as well as Economic Development negotiations.

No action was taken.

10. **ANNOUNCEMENTS.**

- Director McConathy shared that the Prairie Heritage event was a success.

11. **ADJOURNMENT.**

**Action:** Director McConathy moved and Director Scopel 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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Bill Knesek, President  
Rosenberg Development Corporation

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Cynthia Sullivan  
Secretary II



## COMMUNICATION FORM

January 08, 2015

ITEM #	ITEM TITLE
B	Rosenberg Development Corporation Financial Reports
ITEM/MOTION	
Consideration of and action on the monthly Rosenberg Development Corporation Financial Reports for the period ending December 31, 2014.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1) RDC Financial Report – December 2014

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

Joyce Vasut  
Executive Director of Administrative  
Services

### EXECUTIVE SUMMARY

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

**CITY OF ROSENBERG, TEXAS**  
**ROSENBERG DEVELOPMENT CORPORATION**  
**AS OF DECEMBER 31, 2014**

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>					25%
<i>Sales Taxes</i>	\$ 2,840,000	\$ 786,257	\$ -	\$ 2,053,743	27.69%
<i>Sales Taxes BTC I</i>	575,000	137,464	-	437,536	23.91%
<i>Sales Taxes BTC II</i>	425,000	118,868	-	306,132	27.97%
<i>Downtown Sales Taxes</i>	-	8,311	-	(8,311)	
<i>Sales Tax Total</i>	3,840,000	1,050,900	-	2,789,100	
<i>Interest Earnings</i>	5,000	133	-	4,867	2.65%
<b>TOTAL REVENUES</b>	<b>3,845,000</b>	<b>1,051,033</b>	<b>-</b>	<b>2,793,967</b>	<b>27.34%</b>
<b>EXPENDITURES:</b>					
<b>Administration (max 10%):</b>					
<i>Office Supplies</i>	1,000	135	-	865	13.50%
<i>Computer Supplies</i>	2,000	-	-	2,000	0.00%
<i>Business Expense</i>	1,700	334	-	1,366	19.64%
<i>General Insurance</i>	400	277	-	123	69.15%
<i>Education and Training</i>	8,250	2,573	-	5,677	31.19%
<i>Other Contractual Services</i>	244,374	5,663	-	238,711	2.32%
<b>Subtotal for Administration Expenses</b>	<b>257,724</b>	<b>8,982</b>	<b>-</b>	<b>248,742</b>	<b>3%</b>
<b>Marketing:</b>					
<i>Outside Professional Services</i>	12,500	-	-	12,500	0.00%
<i>Postage</i>	200	-	-	200	0.00%
<i>Freight and Express</i>	100	-	-	100	0.00%
<i>Advertising</i>	30,500	9,308	-	21,192	30.52%
<i>Printing and Binding</i>	4,500	-	-	4,500	0.00%
<b>Subtotal for Marketing Accounts</b>	<b>47,800</b>	<b>9,308</b>	<b>-</b>	<b>38,492</b>	<b>19.47%</b>
<b>Memberships &amp; Services:</b>					
<i>Business Recruitment</i>	9,000	-	-	9,000	0.00%
<i>Dues, Subscriptions &amp; Contracts</i>	17,627	3,700	-	13,927	20.99%
<i>RDC Memberships</i>	83,000	2,639	-	80,361	3.18%
<i>Printing and Binding</i>	10,000	-	-	10,000	0.00%
<b>Subtotal for Memberships &amp; Services Accounts</b>	<b>119,627</b>	<b>6,339</b>	<b>-</b>	<b>113,288</b>	<b>5%</b>
<b>Professional Services:</b>					
<i>Professional Services - Legal</i>	40,000	4,930	-	35,070	12.33%
<b>Subtotal for Professional Services</b>	<b>40,000</b>	<b>4,930</b>	<b>-</b>	<b>35,070</b>	<b>12%</b>
<b>Infrastructure:</b>					
<i>Business Incentive Projects</i>	500,000	-	-	500,000	0.00%
<i>Debt Service - Principal</i>	767,235	191,809	-	575,426	25.00%
<i>Debt Service - Interest</i>	197,708	49,427	-	148,281	25.00%
<i>Other Funds</i>	1,355,375	-	-	1,355,375	0.00%
<b>Subtotal for Infrastructure Accounts</b>	<b>2,820,318</b>	<b>241,236</b>	<b>-</b>	<b>2,579,082</b>	<b>9%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,285,469</b>	<b>\$ 270,796</b>	<b>\$ -</b>	<b>\$ 3,014,673</b>	<b>8%</b>

**ROSENBERG DEVELOPMENT CORPORATION**  
**2014-15 ACTUAL**  
**PERIOD ENDED DECEMBER 31, 2014**

Classification	RDC Actual	RDC Projects	Total
<b>Resources:</b>			
Total Beginning Fund Balance @ 10/01/14 (unaudited)	\$ 3,709,909	\$ 4,886,871	\$ 8,596,780
Revenues and Transfers In	1,051,033	130	1,051,163
Total Funds Available	<u>\$ 4,760,942</u>	<u>\$ 4,887,001</u>	<u>\$ 9,647,943</u>
<b>Uses/Deductions:</b>			
Expenditures and Transfers Out	270,796	62,290	333,086
<b>Ending Fund Balance:</b>			
Total Ending Fund Balance	\$ 4,490,146	\$ 4,824,711	\$ 9,314,857
Reserved for Debt Service	964,943	\$ -	964,943
Reserved for RDC Projects	-	\$ 4,824,711	4,824,711
<b>Unreserved Fund Balance Total</b>	<u>\$ 3,525,203</u>	<u>\$ -</u>	<u>\$ 3,525,203</u>

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

Account Number	Description	Amount
<b>Revenues</b>		
219-0000-402-0000	Sales Taxes	\$ 338,699.07
<b>Total Current Period Revenues</b>		<b><u>\$ 338,699.07</u></b>
<b>Expenditures</b>		
219-1000-540-3110	Office Supplies (Administration)	-
219-1000-540-3135	Business Expenses (Administration)	199.91
219-1000-540-5120	Insurance/General Insurance (Administration)	-
219-1000-540-5510	Travel (Education and Training)	1,050.00
219-1000-540-5710	Other Contractual Services (Administration)	5,466.10
<b>Total Administration</b>		<b><u>\$ 6,716.01</u></b>
219-2000-540-3135	Business Expenses (Marketing)	-
219-2000-540-4235	Dues/Subscriptions/Memberships (Marketing)	-
219-2000-540-5310	Advertising (Marketing)	736.16
219-2000-540-5410	Printing and Binding (Marketing)	-
219-2000-540-5730	Other Contractual Svcs (Marketing)	-
<b>Total Marketing</b>		<b><u>\$ 736.16</u></b>
219-3000-540-3135	Business Expenses (Business Recruitment)	-
219-3000-540-4235	Dues/Subscriptions/Memberships (Business Recruitment)	3,450.00
219-3000-540-4390	RDC Memberships (Business Recruitment)	139.20
219-3000-540-5410	Printing and Binding (Business Recruitment)	-
219-3000-540-5730	Other Contractual Svcs (Business Recruitment)	-
<b>Total Business Recruitment</b>		<b><u>\$ 3,589.20</u></b>
219-6000-540-4390	Other Professional Services - Legal Fees (Professional Services)	977.30
<b>Total Professional Services</b>		<b><u>\$ 977.30</u></b>
219-7000-540-8110	Other Professional Services (Infrastructure) - Debt Service - Principal for December 2014	63,936.00
219-7000-540-8120	Other Professional Services (Infrastructure) - Debt Service - Interest for December 2014	16,476.00
219-7000-540-9225	Transfers/Other Fund (Infrastructure) - Transfer to RDC Projects Fund	-
<b>Total Infrastructure</b>		<b><u>\$ 80,412.00</u></b>
<b>Total Current Period Expenditures</b>		<b><u>\$ 92,430.67</u></b>
<b>Net Excess (Deficit)</b>		<b><u>\$ 246,268.40</u></b>

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

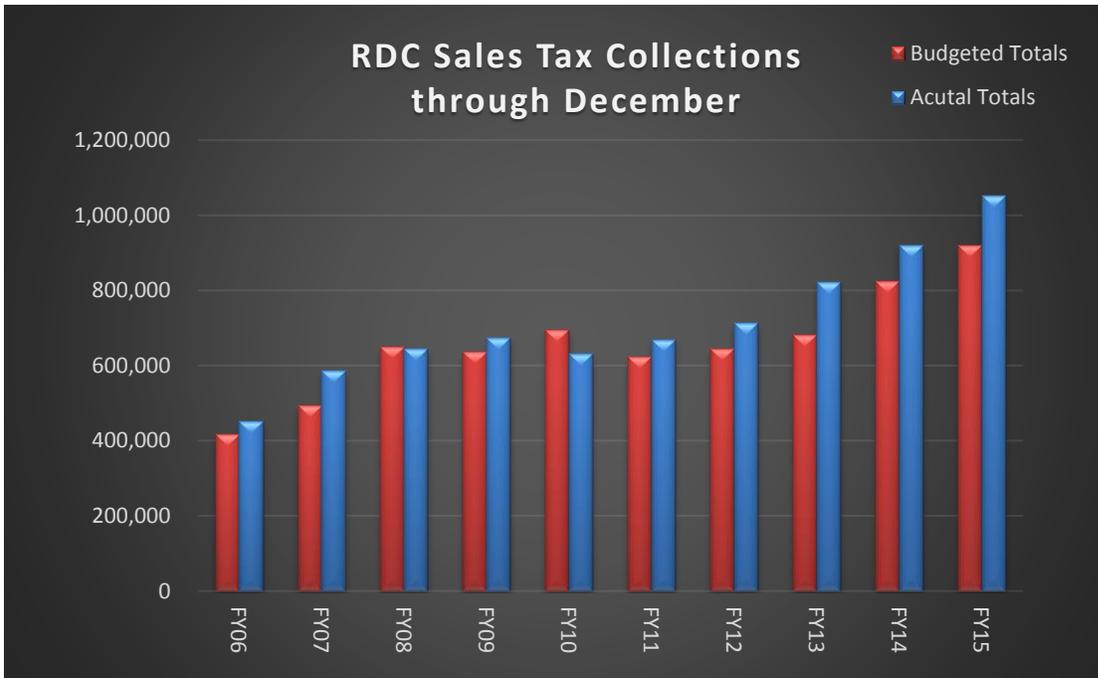
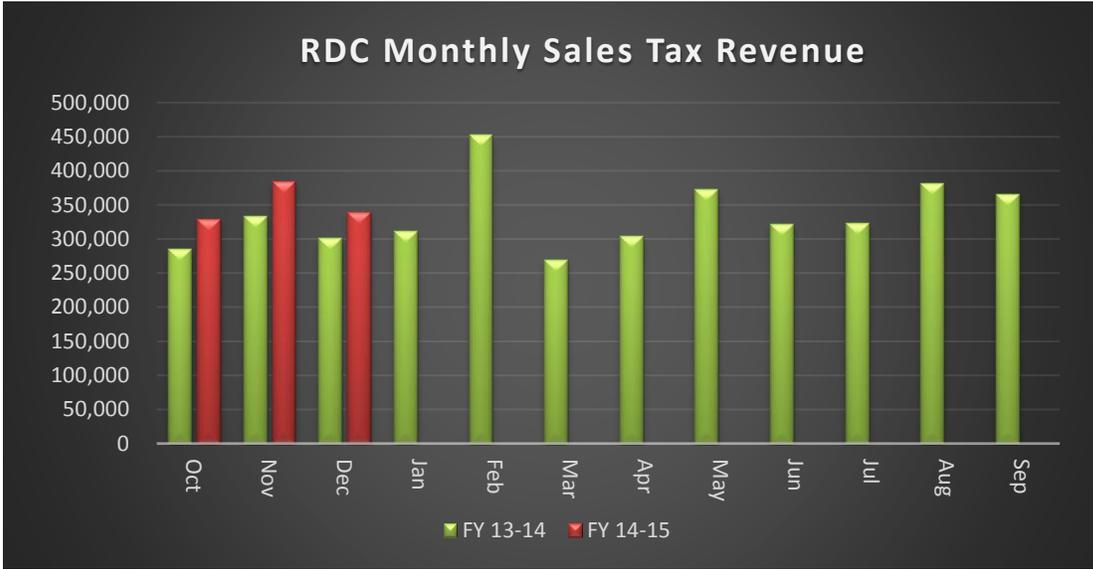
	Monthly Total	Cumulative YTD Total	Monthly Total Actual Receipts	Cumulative YTD Receipts	Budgeted Receipts		Total YTD Percent of Budget	Prior Year Pct. Increase (Decrease)		Monthly BTC - I Receipts	Monthly BTC - II Receipts	Monthly Downtown Receipts
					Monthly	YTD		Month	YTD			
	(1)	(2)	(1)	(2)	(3)	(4)	(5)	(6)	(7)			
	Cumulative (1)				Cumulative (3)		(2)/(4)					
<b>Fiscal Year 2012-13</b>												
Oct	1,013,953.44	1,013,953	\$ 253,488	\$ 253,488	\$ 206,329	\$ 206,329	122.86%	17.3%	17.3%	\$ 39,879	\$ 22,088	
Nov	1,200,979.36	2,214,933	300,245	553,733	268,681	475,010	116.57%	6.7%	11.3%	41,673	56,236	
Dec	1,071,613.08	3,286,546	267,903	821,636	206,328	681,337	120.59%	24.0%	15.1%	48,344	18,259	
Jan	961,594.04	4,248,140	240,399	1,062,035	217,242	898,579	118.19%	5.6%	12.8%	40,056	20,626	
Feb	1,428,481.56	5,676,621	357,120	1,419,155	326,707	1,225,286	115.82%	4.3%	10.6%	76,617	71,043	
Mar	961,997.82	6,638,619	240,499	1,659,655	211,174	1,436,460	115.54%	8.7%	10.3%	39,397	17,709	
Apr	1,016,426.84	7,655,046	254,107	1,913,762	214,541	1,651,001	115.92%	13.1%	10.7%	40,281	19,444	
May	1,336,162.35	8,991,208	334,041	2,247,802	298,699	1,949,700	115.29%	6.8%	10.1%	49,039	57,367	
Jun	1,108,536.12	10,099,745	277,134	2,524,936	232,209	2,181,909	115.72%	13.9%	10.5%	38,850	21,572	
Jul	1,155,371.77	11,255,116	288,843	2,813,779	250,468	2,432,378	115.68%	10.1%	10.4%	43,577	23,776	
Aug	1,356,127.26	12,611,244	339,032	3,152,811	298,843	2,731,220	115.44%	8.3%	10.2%	49,537	59,166	
Sep	1,125,418.63	13,736,662	281,355	3,434,166	238,780	2,970,000	115.63%	12.5%	10.4%	41,584	23,507	
Total										\$ 548,834	\$ 410,794	

<b>Fiscal Year 2013-14</b>												
Oct	1,138,581.24	1,138,581	\$284,645	\$ 284,645	\$ 254,303	\$ 254,303	111.93%	12.3%	12.3%	\$ 45,426	\$ 26,206	\$ 2,678
Nov	1,329,065.55	2,467,647	332,266	616,912	301,210	555,512	111.05%	10.7%	11.4%	43,511	62,113	2,709
Dec	1,203,059.15	3,670,706	300,765	917,676	268,764	824,276	111.33%	12.3%	11.7%	41,356	23,209	2,873
Jan	1,245,099.06	4,915,805	311,275	1,228,951	241,171	1,065,447	115.35%	29.5%	15.7%	55,706	27,306	3,558
Feb	1,811,170.99	6,726,976	452,793	1,681,744	358,268	1,423,715	118.12%	26.8%	18.5%	81,972	80,410	5,100
Mar	1,078,012.61	7,804,989	269,503	1,951,247	241,272	1,664,988	117.19%	12.1%	17.6%	35,930	21,835	2,401
Apr	1,216,881.98	9,021,871	304,220	2,255,468	254,923	1,919,911	117.48%	19.7%	17.9%	44,267	23,697	3,481
May	1,488,275.90	10,510,146	372,069	2,627,537	335,114	2,255,025	116.52%	11.4%	16.9%	50,765	60,332	2,784
Jun	1,287,733.59	11,797,880	321,933	2,949,470	278,024	2,533,049	116.44%	16.2%	16.8%	42,815	24,392	3,429
Jul	1,290,576.76	13,088,457	322,644	3,272,114	289,771	2,822,820	115.92%	11.7%	16.3%	43,395	26,561	3,439
Aug	1,526,110.75	14,614,568	381,528	3,653,642	340,121	3,162,941	115.51%	12.5%	15.9%	50,943	63,637	2,954
Sep	1,461,688.99	16,076,257	365,422	4,019,064	282,259	3,445,200	116.66%	29.9%	17.0%	44,345	26,570	2,944
Total										\$ 580,432	\$ 466,269	\$ 38,351

<b>Fiscal Year 2014-15</b>												
Oct	1,314,386.62	1,314,387	\$328,597	\$ 328,597	\$ 283,444	\$ 283,444	115.93%	15.4%	15.4%	\$ 47,153	\$ 27,876	\$ 2,454
Nov	1,534,417.88	2,848,805	383,604	712,201	\$ 335,726	619,171	115.02%	15.5%	15.4%	48,133	66,466	3,267
Dec	1,354,796.26	4,203,601	338,699	1,050,900	\$ 299,563	918,734	114.39%	12.6%	14.5%	42,177	24,526	2,589
Jan	-	-	-	-	\$ 268,808	1,187,542						
Feb	-	-	-	-	\$ 399,323	1,586,865						
Mar	-	-	-	-	\$ 268,921	1,855,785						
Apr	-	-	-	-	\$ 284,136	2,139,921						
May	-	-	-	-	\$ 373,516	2,513,437						
Jun	-	-	-	-	\$ 309,884	2,823,322						
Jul	-	-	-	-	\$ 322,977	3,146,299						
Aug	-	-	-	-	\$ 379,097	3,525,396						
Sep	-	-	-	-	\$ 314,604	3,840,000						
Total										\$ 137,464	\$ 118,868	\$ 8,311

**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 December 31, 2014**

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	\$ 642,514	\$ 33,878	\$ -
FY15 Transportation Gateway Improvements	225-7000-540-7038	80,000	-	13,051	66,949
Project Management Fee		4,016	4,016	-	-
Totals		<u>\$ 760,408</u>	<u>\$ 646,530</u>	<u>\$ 46,929</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	\$ 234,213	\$ -	\$ 16,964
Totals		<u>\$ 251,177</u>	<u>\$ 234,213</u>	<u>\$ -</u>	<u>\$ 16,964</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	\$ 291,976	\$ 5,649	\$ 3,292,158
Project Management Fee		85,000	-	-	85,000
Totals		<u>\$ 3,674,783</u>	<u>\$ 291,976</u>	<u>\$ 5,649</u>	<u>\$ 3,377,158</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>\$ 1,264,416</b>	<b>\$ 802,578</b>	<b>\$ 4,545,733</b>
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<b>Total Project Management Fees</b>		<b>\$ 101,516</b>	<b>\$ 4,016</b>	<b>\$ -</b>	<b>\$ 97,500</b>
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# **ITEM 1**

**Hold Executive Session pursuant to Section 551.071 of the Texas Government Code to receive legal advice from the City Attorney concerning contemplated litigation, namely dispute with Imperial Performing Arts, Inc.; 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.**

# **ITEM 2**

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



## COMMUNICATION FORM

January 08, 2015

ITEM #	ITEM TITLE
3	Jeanne H. McDonald, P. C., Attorneys at Law, Engagement Letter for Legal Services
ITEM/MOTION	
Consideration of and action on an Engagement Letter for legal services by Jeanne H. McDonald, P. C., Attorneys at Law representing Rosenberg Development Corporation.	
APPROVAL	SUPPORTING DOCUMENTS

SUBMITTED BY :

1) Engagement Letter - December 1, 2014

Randall Malik  
RDC Executive Director

### EXECUTIVE SUMMARY

This item has been added to the Agenda to engage Jeanne H. McDonald, P. C., Attorneys at Law, for the negotiation and preparation of incentive agreements and other legal services for the Rosenberg Development Corporation.

**JEANNE H. McDONALD P.C.**  
**ATTORNEYS AT LAW**

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2277 Plaza Drive, Suite 280 ♦ Sugar Land, Texas 77479

**JEANNE H. McDONALD, ATTORNEY**

Tel: (281) 313-2213

Fax: (281) 313-2513

[jhmcdonald@jhmlaw.net](mailto:jhmcdonald@jhmlaw.net)

**JOEL CLEVELAND, ATTORNEY**

Tel: (281) 313-0348

Fax: (281) 313-2513

[jcleveland@jhmlaw.net](mailto:jcleveland@jhmlaw.net)

December 1, 2014

Rosenberg Development Corporation  
2110 Fourth Street  
Rosenberg, Texas 77471  
Attention: Randall Malik

RE: Legal Representation of the Rosenberg Development Corporation (the "RDC")

Ladies and Gentlemen:

We appreciate being asked to represent the Rosenberg Development Corporation as counsel to the RDC. Our experience has been that it is mutually beneficial to set forth, at the outset of my representation, the role and responsibilities of both our law firm and the client. That is the purpose of both this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

Client

The client for this engagement is the Rosenberg Development Corporation. This engagement does not create an attorney-client relationship with any related persons or entities, such as employees, officers, directors, or consultants.

Scope of Engagement/District Representation

We will provide legal services you require related to the negotiation and preparation of incentive agreements and such other matters as we may agree to in the future. We will invoice you monthly for such services on an hourly basis at the rates set out below, plus out-of-pocket expenses.

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We recognize that we will be disqualified from representing any other client with interests materially and directly adverse to yours (i) in any matter which is substantially related to my representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters.

This engagement and our attorney-client relationship will be terminated when we have completed the services in the matters covered by this engagement letter and any written supplements to this engagement letter. If you later retain us to perform further or additional services, our attorney-client relationship will be established by another engagement letter.

#### Cooperation

In order to enable us to render effectively the legal services contemplated, you have agreed to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to me. To the extent it is necessary for your representatives to attend meetings in connection with this matter; we will attempt to coordinate with you in scheduling them so that the convenience of those representatives can be served.

#### Fees

Our fees will be based on the time spent by the lawyer(s) and paralegal personnel who work on the matter. Our current billing rate for legal services that partners will provide you is \$350.00 an hour and \$295.00 per hour for associates. In an effort to reduce overall legal costs, we utilize paralegal personnel and administrative assistants whenever appropriate. Time devoted by such paralegal personnel to client matters is currently charged at \$110.00 per hour and \$60.00 per hour for administrative assistants. Billing rates for both attorneys and paralegal personnel will be, from time to time, reviewed, adjusted, and may be changed if the Client consents. Client may terminate this representation if Client does not consent to changes in billing rates. Please feel free at any time to ask for our current rates.

#### Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, long-distance facsimile transmissions, postage, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the Standard Terms of Engagement for Legal Services.

#### Independent Contractor Status

Our firm and all persons that we employ, retain, subcontract, or utilize in representing you, shall be independent contractors and shall never be deemed your employees. This agreement shall not be construed to create any partnership, joint venture, or joint employer relationship between this firm and any person or between the client and any person.

Investment Disclosures

We may from time to time, directly or beneficially, own interests in corporations and other entities or in real property. If you are at all concerned about our individual investments, we will be pleased to discuss such individual investments in any entity or entities about which you may be concerned.

Withdrawal or Termination

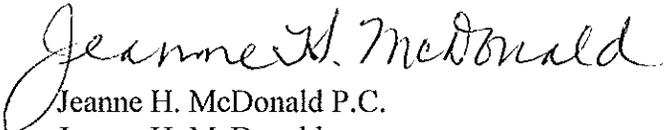
Our relationship is based upon mutual consent, and you may terminate our representation at any time, with or without cause, by notifying me. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We will try to identify in advance and discuss with you any situation, which may lead to our withdrawal, and if withdrawal ever becomes necessary, give you written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement For Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned.

Please contact me if you have any questions. I am pleased to have this opportunity to be of service and to work with you.

Very truly yours,

  
Jeanne H. McDonald P.C.  
Jeanne H. McDonald

Enclosure

Rosenberg Development Corporation  
December 1, 2014  
Page 4

**AGREED TO AND ACCEPTED:**

**Rosenberg Development Corporation**

By: \_\_\_\_\_  
Bill Knesek  
President, Rosenberg Development Corporation

**JEANNE H. McDONALD P. C.**

*Standard Terms of Engagement for Legal Services*

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

**The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

**How Our Fees Will Be Set**

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to

unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

### **Additional Charges**

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, long-distance facsimile transmissions, postage, specialized computer applications such as computerized legal research, storage of documents and filing fees. In addition, we may from time-to-time make actual disbursements for third-party services. These costs will be charged to you at cost. Unless special arrangements are otherwise made, the fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to the client. Further, all invoices in excess of \$200 will be forwarded to the client for direct payment.

### **Billing Arrangements and Terms**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

### **Advances**

Clients of the firm are sometimes asked to deposit funds as an advance payment with the firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described below, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

### **Client and Firm Documents**

We will maintain any documents you furnish to us in our client file (or files). In the event of termination of our relationship, it is your obligation to advise us as to where the documents in our files should be sent. These documents will be delivered, as directed by you, within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.



## COMMUNICATION FORM

January 08, 2015

ITEM #	ITEM TITLE
4	Texas Master Naturalists Agreement for FY2015 Improvements
<b>ITEM/MOTION</b>	
Consideration of and action on a Funding Agreement by and between the Rosenberg Development Corporation and the Texas Master Naturalists, Coastal Prairie Chapter, Inc., in the amount of \$50,000.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

1) Funding Agreement

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

Randall Malik  
Economic Development Director

### EXECUTIVE SUMMARY

Representatives of the Texas Master Naturalists, Coastal Prairie Chapter, Inc., presented a proposal for funding for their 2015 activities. The attached Funding Agreement would authorize the expenditure of the \$50,000 for the specific items listed in Exhibit "A" to the proposed funding agreement.

## FUNDING AGREEMENT

This AGREEMENT is entered into by and between the Rosenberg Development Corporation (hereinafter referred to as the "RDC"), an economic development corporation organized pursuant to Chapters 501 and 505 of the Texas Local Government Code, and Texas Master Naturalists, Coastal Prairie Chapter, Inc., hereinafter referred to as the "Chapter", a not-for-profit corporation incorporated under Texas law in 2005.

**WHEREAS**, the RDC agrees to contribute up to the sum of \$50,000 to the Chapter to be used for proposed improvements to Seabourne Creek Park, a municipal park located at 3287 Highway 36 South, Rosenberg, Texas, which improvements are part of a larger plan described below under "Obligations of the Chapter", Section 2.a., of the Agreement, and

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

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

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

### **1. Obligations of the RDC**

- a. The RDC shall make a payment of \$50,000 to the Chapter upon approval of this agreement and satisfaction of the conditions stated below. In addition, the RDC hereby extends its approval that any funds not expended in the previous year may be utilized for the projects described in Exhibit "A" for the term of this agreement. Such funds may not be used for administrative purposes.

## 2. Obligations of the Chapter

- a. The Chapter shall utilize all funds provided by the RDC solely for the purpose of making improvements to Seabourne Creek Park as described under "Proposed Improvements and Approximate Costs" in the Memorandum to RDC in Exhibit "A", and for the purpose of making improvements described in "Objectives-CPTMN" in the Agreement between Rosenberg Parks and Recreation Department, and Texas Master Naturalists, Coastal Prairie Chapter, Inc., dated October 28, 2009, hereinafter referred to as the "RPRD Agreement," a copy of which is attached hereto as "Exhibit B".
- b. The Chapter shall ensure that permission for any improvements made to Seabourne Creek Park have been approved in advance by the City of Rosenberg City Council and have been coordinated with the City of Rosenberg Parks and Recreation Department. In addition, the Chapter shall ensure that any necessary permits have been obtained prior to construction.
- c. Chapter members shall prioritize the Proposed Improvements specified in Exhibit "A" and shall use their best good-faith efforts to complete them, procuring goods and services for the Park which represent the best values available. However it is hereby acknowledged that the Approximate Costs listed in the Memorandum are estimates and it is agreed that the Chapter shall obtain written permission from the RDC if it is unable to undertake or complete the Proposed Improvement specified therein. Such permission shall not be unreasonably withheld. As provided for under the RPRD Agreement, the Chapter shall bear no financial obligation or liability pursuant to the implementation or completion of projects and activities.
- d. The Chapter may utilize up to ten percent (10%) of the funds for administrative purposes. Such purposes may include acquiring any necessary insurance coverage for work performed in accordance with this agreement.
- e. It is agreed that this Agreement shall terminate on March 31, 2016, upon which date any funds which might remain unspent from the Funding shall be returned by the Chapter to the RDC; provided, however, that the RDC may forego this requirement by providing written notice to the Chapter of its intention to waive this requirement with any conditions attached therewith.
- f. Within thirty one days of the earlier date of (i) March 31, 2016, or (ii) the date at which all funds provided by the RDC are expended, the Chapter shall provide an accounting to the RDC providing full and complete details of the use of the funding utilizing the reporting form attached hereto as "Exhibit C".
- g. The Chapter shall provide an accounting of the unspent funds from Fiscal Year 2014-15 as of March 31, 2015, prior to receiving the \$50,000 allocated in this agreement utilizing the reporting form in "Exhibit C".

3. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, or (ii) facsimile, provided a copy of such notice is sent within one day thereafter by writing deposited in the United States mail. The initial addresses for the purpose of notice under this Agreement shall be as follows:

If to RDC: Rosenberg Development Corporation  
Post Office Box 32  
2110 4th Street  
Rosenberg, Texas 77471  
Attn: Executive Director

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

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**ROSENBERG DEVELOPMENT CORPORATION**

**Coastal Prairie Chapter, Texas Master Naturalists**

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

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

Bill Knesek, President

Address: 1402 Band Road, Suite 100  
Rosenberg, TX 77471

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

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

**Exhibit A**

To: Rosenberg Development Corporation  
From: Coastal Prairie Chapter, Texas Master Naturalists  
Re: 2015 Improvements to Seabourne Creek Nature Park  
Date: December 17, 2014

2015 proposed improvements and estimated costs:

• Greenhouse for native prairie restoration	\$13,500.
• Covered picnic tables, family picnic area	6000.
• Paths and trails	2500.
• Irrigation	5000.
• Seabourne Lake and trees	2500.
• Prairie restoration & bird sanctuary	4000.
• Signage – 3 interpretive signs and plant & tree identifications signs	6500.
• Prairie Heritage Festival	5000.
• Outreach projects	2500.
• Administrative	<u>2500.</u>
	\$50,000.

## EXHIBIT "B"

### "AGREEMENT"

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

#### **Background**

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

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

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

#### **Intent**

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

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

#### **Vision**

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

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

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

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

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

## **Objective**

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

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

-Provide a twenty year vision for the Nature Park

-Plan and develop the 20-acre Prairie Restoration area

-Native tree and plant recommendations, including species and locations

-Fish stocking plan and implementation

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

-Irrigation needs

-Walkways, location and materials

-Educational Signage

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

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

-Budget-assists CPTMN in estimating financial needs

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

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

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

## **Terms and Conditions**

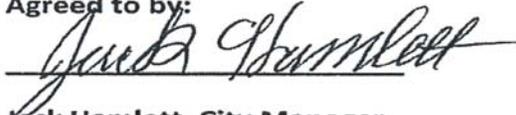
- CPTMN agrees and acknowledges that final decision making authority for all Nature Park activity is

vested with the Director of RPRD or properly authorized City official.

- CPTMN shall bear no financial obligation or liability for the implementation or completion of projects and activities.
- This agreement may be terminated at any time by either party by providing written 30day notice to the other Partner. This agreement will be reviewed on an annual basis. The agreement begins on the date it is signed by the Rosenberg Parks and Recreation Department and the President of the Coastal Prairie TMN Chapter President.

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

Agreed to by:



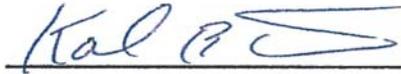
Jack Hamlett, City Manager

City of Rosenberg

2110 4<sup>th</sup> Street

Rosenberg, TX 77471

10/28/09  
Date



Karl Baumgartner, President, CPTM

Texas Master Naturalist, Coastal Prairie Chapter, Inc.

1402 Band Road, Suite 100

Rosenberg, TX 77471

10/30/09  
Date

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

<u>Date</u>	<u>Check#</u>	<u>Payee</u>	<u>Amount</u>	<u>Balance</u>	<u>Butterfly Garden</u>	<u>Entry Portal</u>	<u>Prairie Restoration</u>	<u>Outreach Program</u>	<u>Signage</u>	<u>Lake</u>	<u>Trees</u>	<u>Admin</u>
Beg Bal		CPTMN-Grant	\$50,000.00									

<b>Total Spending Grant III</b>					<b>0.00</b>							
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**Balance Available For Seaborne Project \$50,000.00**



# COMMUNICATION FORM

January 08, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
5	Central Fort Bend Chamber Contract
<b>ITEM/MOTION</b>	
Consideration of and action on a Standard Services Contract for Promotional and Membership Services by and between the Rosenberg Development Corporation and the Central Fort Bend Chamber in the amount of \$10,000.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

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

Randall Malik  
RDC Executive Director

1) Rosenberg Development Corporation  
Standard Services Contract

## EXECUTIVE SUMMARY

The Rosenberg Development Corporation has annually budgeted \$10,000 for promotional and membership services provided by the Central Fort Bend Chamber. \$10,000 has been budgeted in the Fiscal Year 2015 Budget for the Central Fort Bend Chamber.

Staff recommends authorizing the RDC President to sign the Standard Services Contract between the Rosenberg Development Corporation and Central Fort Bend Chamber.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**ROSENBERG DEVELOPMENT CORPORATION STANDARD SERVICES  
CONTRACT**

This Agreement is made between the Rosenberg Development Corporation (the RDC), and **Contractor** as follows:

- 1. Summary of Contract Terms.** The following information and referenced documents shall be a part of this Contract:

<b>Contractor:</b>	<b>Central Fort Bend Chamber (Contractor)</b>
<b>Description of Services:</b>	<b>Promotional &amp; Membership Services for RDC.</b>
<b>Contract Begins:</b>	<b>January 1, 2015</b>
<b>Contract Ends:</b>	<b>December 31, 2015</b>

**2. Services.**

In addition to the services already provided by Contractor to promote the City of Rosenberg, (Providing business data, demographics, communities, schools, and various other data on the City of Rosenberg to the general public); the following specific services are the value added contractual services to the RDC:

- Contractor shall recognize and promote the City of Rosenberg in an annual Membership Directory that is distributed to all area Contractor members and mailed in relocation and visitor packages. Valuation: \$2195
- RDC will receive 12 placements (announcements or promotions) in the Contractor's weekly electronic newsletter, Focus on Friday. Valuation: \$3000
- Contractor will provide 300 of the upcoming 2015 published maps. Valuation: \$300.
- The RDC shall have a reserved table for three monthly membership luncheons/breakfasts which includes the Mayor's State of the City event as one of the three. RDC is also provided first right to purchase an additional table for the State of the City event. Valuation: \$1500 for 3 sponsorship tables.
- The RDC's logo will be displayed on the homepage of the Contractor's web site as a member and will include a link to the RDC website. Valuation: \$750

- Contractor will provide 12 email blasts for the purpose of advertisement and promotion to the greater than 4300 regional recipients in the Contractor's database. Valuation: \$3000
- Contractor will partner as requested by the RDC and will designate RDC's Executive Director to serve as an ex-officio member of the Contractor's Board of Directors.

**3. Payment.** As compensation for all services provided hereunder, the RDC shall pay Contractor \$10,000.00 for participation in the Central Fort Bend Chamber. The \$10,000 payment by the RDC to the Contractor shall be used for the purposes stated in this agreement. All payments to be made by the RDC to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code. The RDC may purchase other advertising that the Contractor offers to its members, which shall not be a part of the \$10,000.

**4. Additional Compensation.** The RDC will provide additional compensation to the Contractor in the following manner: The RDC will compensate the Rosenberg Civic Center up to \$2,500 for the Chamber's usage of the Rosenberg Civic Center during the term of this contract in accordance with Center policies and procedures.

**5. Term/Termination.** Except as provided in this paragraph, this Contract will begin January 1, 2015, and end December 31, 2015, the date of the signature by the parties notwithstanding, provided, however, that this agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice; except as otherwise provided herein, this Contract will terminate on December 31, 2015. The RDC may terminate this Contract:

(a) For breach of this Contract by Contractor if Contractor fails to comply with any term of this Contract after the RDC gives written notice to Contractor specifying the default and the Contractor fails to cure the default within ten days of the date of the notice.

**6. Notice.** All notices shall be in writing and may be made by personal delivery, facsimile, or mail. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States mail.

**7. Assignment.** Contractor may not change without prior approval the name or form of its business or assign this Contract to another person or entity so long as Contractor continues to provide the services to the RDC as provided herein solely through and by the person signing on behalf of Central Fort Bend Chamber, as set forth below.

**8. Law Governing and Venue.** Any ambiguity or uncertainty in the services to be performed under this agreement shall be interpreted and construed by the RDC, and its decision shall be final and binding upon all parties. The validity, interpretation,

construction, and performance of this agreement shall be governed by the State of Texas (except provisions governing the choice of law); and it is expressly stipulated and agreed that venue and jurisdiction for any claims related to this agreement shall be Fort Bend County, Texas.

**9. Entire Agreement.** This Contract represents the entire agreement between the RDC and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. However, the RDC reserves the right to inspect the books and papers of the Contractor if the RDC finds it necessary to determine if the Contractor is performing in compliance with this agreement. This Contract may be amended only by written instrument signed by both parties.

**10. Independent Contractor.** The Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the RDC. The RDC has no right to supervise, direct, or control the Contractor in the means, methods, or details of the work to be performed by Contractor under this Contract.

**ROSENBERG DEVELOPMENT CORPORATION**

**CONTRACTOR**

**Central Fort Bend Chamber**

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

Bill Knesek  
President

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

Address: 4120 Avenue H  
Rosenberg, TX 77471

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

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



# COMMUNICATION FORM

January 08, 2015

ITEM #	ITEM TITLE
6	<b>Greater Fort Bend Economic Development Council Business Development Contract</b>
<b>ITEM/MOTION</b>	
Consideration of and action on a Services Contract for Economic Development Services by and between the Rosenberg Development Corporation and The Greater Fort Bend Economic Development Council in the amount of \$20,000.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

Randall Malik  
RDC Executive Director

- 1) Rosenberg Development Corporation Services Contract
- 2) 2013 Economic Development Handbook Excerpt – Requirement for Third-Party Contracts for Business Recruitment

## EXECUTIVE SUMMARY

The Rosenberg Development Corporation has annually budgeted \$20,000 for economic development services provided by the Greater Fort Bend Economic Development Council. \$20,000 has been budgeted in the Fiscal Year 2015 Budget for services provided by the Greater Fort Bend Economic Development Council.

Staff recommends authorizing the RDC President to sign the Services Contract between the City of Rosenberg and the Greater Fort Bend Economic Development Council.

THE STATE OF TEXAS                   §

COUNTY OF FORT BEND               §

**ROSENBERG DEVELOPMENT CORPORATION  
SERVICES CONTRACT**

This Agreement is made between the **Rosenberg Development Corporation, (RDC)**, and **Contractor** as follows:

**1. Summary of Contract Terms.** The following information and referenced documents shall be a part of this Contract:

<b>Contractor:</b>	<b>The Greater Fort Bend Economic Development Council</b>
<b>Description of Services:</b>	<b>Designated Business and Industrial Development Services</b>
<b>Contract Begins:</b>	<b>January 1, 2015</b>
<b>Contract Ends:</b>	<b>December 31, 2015</b>

**2. Services.** The RDC is organized to, among other things, assist the City of Rosenberg (“City”) in economic development and diversification, increasing and broadening its tax base and increasing employment opportunities, and it enters this Agreement to retain Contractor to provide specific expertise that supplements capabilities available through internal RDC or City resources. Specifically, Contractor agrees to operate a program for the solicitation of industrial, business, and commercial prospects for location in the City. The services by Contractor under this Agreement will include, but are not limited to: site selection and analysis services for new business and industry seeking a location in the City; dissemination of demographic information about Fort Bend County and the City to prospective new business and industry; recommendations to the RDC to compete more successfully for new business and industry, when requested by the RDC’s Executive Director; and provide liaison with the Office of the Governor, Economic Development and Tourism for receipt and redistribution of prospect information. In addition to the foregoing, the RDC is given the right to have the Mayor of Rosenberg serve as a director to the Contractor’s Board of Directors, who shall serve for as long as this Agreement is in effect. In addition, the RDC is given the right to have its Executive Director participate in Contractor membership meetings and activities, but not have the power to vote.

**3. Obligations of the Contractor.** Contractor shall provide the specific services designated under this Agreement within the following parameters:

- a. The Contractor shall utilize all funds provided by the RDC in accordance with Chapter 505, Subchapter D of the Texas Local Government Code.
- b. The Contractor shall provide quarterly reports to the RDC Executive Director regarding Contractor's performance of its obligations hereunder, including but not limited to a report on prospects interested in locating to Fort Bend County and/or the City.
- c. All payments under this Agreement shall be utilized by the end of the RDC's fiscal year, unless Contractor is granted permission to reserve the funds in writing from the RDC.

**3. Payment.** As compensation for the services provided hereunder, the RDC shall pay Contractor \$20,000.00, which shall include RDC's participation as a Trustee (with all attendant rights) in The Greater Fort Bend Economic Development Council, and compensation for the services shall not exceed \$20,000.00 without prior written approval. All payments to be made by the RDC to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

**4. Term/Termination.** Except as provided in this paragraph, this Contract will begin on January 1, 2015 and shall terminate on December 31, 2015, the date of the signature by the parties, notwithstanding,; provided however, this agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice, except as otherwise provided herein.

(a) For breach of this Contract by Contractor, if Contractor fails to comply with any term of this Contract after RDC gives written notice to Contractor specifying the default and the Contractor fails to cure the default within ten days of the date of the notice.

**5. Notice.** All notices shall be in writing and may be made by personal delivery, facsimile, or by mail. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail.

**6. Assignment.** Contractor may change the name or form of its business or assign this Contract to another person or entity so long as Contractor continues to provide the consulting services as provided herein solely through and by the person signing on behalf of The Greater Fort Bend Economic Development Council, as set forth below.

**7. Law Governing and Venue.** Any ambiguity or uncertainty in the services to be performed under this Agreement shall be interpreted and construed by the RDC and its decision shall be final and binding upon all parties. The validity, interpretation, construction and performance of this Agreement shall be governed by the State of Texas (except provisions

governing the choice of law) and it is expressly stipulated and agreed that venue and jurisdiction for any claims related to this agreement shall be Fort Bend County, Texas.

**8. Entire Agreement.** This Agreement represents the entire agreement between the RDC and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**9. Independent Contractor.** The Contractor shall perform the work under this Agreement as an independent contractor and not as an employee of the RDC. The RDC has no right to supervise, direct, or control the Contractor in the means, methods, or details of the work to be performed by Contractor under this Contract. However, the RDC reserves the right to inspect the relevant supporting documents of the Contractor if the RDC finds it necessary to determine if the Contractor is performing in compliance with this Agreement.

**10. Contractor Not a Governmental Entity.** Contractor is a 501(c)6 non-profit economic development corporation and is not a governmental entity. It is the parties' intent that Contractor's obligations are limited to the specific, measurable services enumerated herein in exchange for the payment(s) specified herein, and that Contractor will not provide general support services to the RDC or the City and is not being paid to do so.

**ROSENBERG DEVELOPMENT CORPORATION CONTRACTOR**

**The Greater Fort Bend Economic  
Development Council**

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

By: \_\_\_\_\_  
Jeff Wiley  
President

Address: One Fluor Drive  
Sugar Land, Texas 77478

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

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

later than the 120<sup>th</sup> day after receiving notice of the violation from the public entity or economic development corporation.<sup>207</sup>

### **Requirement for Third-Party Contracts for Business Recruitment**

Additionally, Type A and Type B corporations are required to enter into written contracts approved by the board of directors when the corporation uses a third party for certain business recruitment efforts. The written contract requirement does not apply to the payment of an employee of the Type A or Type B corporation.<sup>208</sup> Nonetheless, should the corporation pay a commission, fee, or other thing of value to a broker, agent, or other third party for business recruitment or development, a written contract is required.<sup>209</sup> Failure to enter into a written contract with a third party recruiter could result in a civil penalty up to \$10,000.<sup>210</sup> The Texas Legislature has authorized the Attorney General to commence an action to recover the penalty in Travis County district court or in the county district court where the violation occurs.<sup>211</sup>

### **Incentives to Purchasing Companies**

In 2003, the Texas Legislature addressed purchasing companies and their ability to receive an incentive from a Type A or Type B corporation.<sup>212</sup> Type A and Type B corporations may not offer to provide economic incentives to businesses whose business consists primarily of purchasing taxable items using resale certificates and then reselling those same items to a related party. A related party means a person or entity which owns at least 80 percent of the business enterprise to which sales and use taxes would be rebated as part of an economic incentive.<sup>213</sup>

### **Oversight of a Economic Development Corporation**

Section 501.073 of the Act provides that the city shall approve all programs and expenditures of the development corporation and shall annually review any financial statements of the corporation. It further provides that at all times the city will have access to the books and records of the development corporation. Additionally, Section 501.054(b)(2) of the Act states that the powers of the corporation shall be subject at all times to the control of the city's governing body. Also, Section 501.401 of the Act gives the city authority to alter the structure, organization, programs or activities of the development corporation at any time. This authority is limited by constitutional and statutory restrictions on the impairment of existing contracts. Additionally, bond covenants may restrict the restructuring or dissolution of an economic development corporation. Finally, the city council retains a certain degree of control over the corporation by virtue of its power at any time to replace any or all of the members of the board of directors of the development corporation.<sup>214</sup>

<sup>207</sup> TEX. GOV'T CODE ANN § 2264.001 - .101 (West 2008).

<sup>208</sup> TEX. LOC. GOV'T CODE ANN. § 502.051(a) (West Supp. 2011).

<sup>209</sup> *Id.*

<sup>210</sup> *Id.* § 502.051(b).

<sup>211</sup> *Id.* § 502.051(c).

<sup>212</sup> *Id.* § 501.161.

<sup>213</sup> *Id.* § 501.161(a).

<sup>214</sup> *Id.* § 501.062(c).



# COMMUNICATION FORM

January 08, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
7	Fort Bend County Transportation System Project
<b>ITEM/MOTION</b>	
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.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

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

Randall Malik  
RDC Executive Director

- 1) 2013 Economic Development Handbook Excerpt – Commuter Rail, Light Rail or Motor Buses
- 2) FY2015 Budget Worksheet for Richmond-Rosenberg Services

## 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, The George Foundation) sharing equally in the cost of the bus transit service.

### **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

**Fort Bend County Public Transportation**

**FY2015**

**BUDGET WORKSHEET FOR RICHMOND/ROSENBERG SERVICES**

	<b>Statistic</b>	<b>Current</b>	<b>Expansion</b>	<b>DR</b>	<b>Total</b>
1	Estimated daily trips (all vehicles)	15	9	9	
2	# Days operated (all vehicles)	252	252	252	
3	Estimated total annual ridership	3,780	2,268	2,268	8,316
4	# Service hours / day (each vehicle)	11	12	12.5	
5	Number vehicles operated	1	1	1	
6	Number days operated	252	252	252	
7	Cost per hour	\$44.41	\$44.41	\$44.41	
8	Estimated total service cost	\$123,105	\$134,296	\$139,892	\$397,292
9	Fare per trip	\$0.90	\$0.90	\$0.90	
10	Estimated daily trips (all vehicles)	15	9	9	
11	Number days operated	252	252	252	
12	Estimated fare revenue per year	\$3,402	\$2,041	\$2,041	\$7,484
13	Total estimated net service cost	\$119,703	\$132,255	\$137,850	\$389,807
14	Avg Fuel Price Per Gallon (County)	\$3.46	\$3.46	\$3.46	
15	Estimated Burn Rate (Gal/Hour)	2.25	2.25	2.25	
16	Total estimated service hours	2772	3024	3150	
17	Total estimated fuel cost	\$21,580	\$23,542	\$24,523	\$69,645
18	<b>Total estimated net operating cost</b>	<b>\$141,283</b>	<b>\$155,796</b>	<b>\$162,373</b>	<b>\$459,452</b>

Capital Cost of Contracting	49,242	53,718	55,957	\$	158,917
Net Operating	92,041	102,078	106,416	\$	300,535
Total Estimated Net Operating Cost	\$ 141,283	\$ 155,796	\$ 162,373	\$	459,452
Federal Reimbursement	64,244	70,536	73,498		208,278
Local Match Requirement	\$ 77,038	\$ 85,261	\$ 88,875	\$	<b>251,174</b>



## COMMUNICATION FORM

January 08, 2015

ITEM #	ITEM TITLE
8	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 in the amount of \$83,725.	
<b>APPROVAL</b>	<b>SUPPORTING DOCUMENTS</b>

SUBMITTED BY :

1) Agreement for Transportation Services

Randall Malik  
RDC Executive Director

### 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.

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, County is under no obligation to return any funds provided by Corporation.

3.4 County reserves the right to discontinue the Service at any time. In the event service is discontinued for any reason, County is under no obligation to return any funds provided by Corporation.

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 eighty-three thousand seven hundred twenty-five dollars and 00/NO (\$83,725.00) 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\_\_.

FORT BEND COUNTY

ROSENBERG DEVELOPMENT CORPORATION

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Dianne Wilson, County Clerk

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

APPROVED:

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



# COMMUNICATION FORM

January 08, 2015

ITEM #	ITEM TITLE
9	City of Rosenberg Sidewalk Projects Discussion
ITEM/MOTION	
Review and discuss City Sidewalk Plan, and take action as necessary.	
APPROVAL	SUPPORTING DOCUMENTS

**SUBMITTED BY :**

*Travis Tanner*

Travis Tanner  
Executive Director of Community  
Development

- 1) Sidewalk Proposal for Community Connectivity
- 2) 2013 Economic Development Handbook Excerpt – Infrastructural Project Improvements which promote or develop new or expanded business enterprises
- 3) RDC Meeting Minute Excerpt – 10-09-14

**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.

# Sidewalk Proposal for Community Connectivity City of Rosenberg, Texas

**Sidewalks**

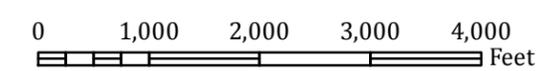
- Proposed Sidewalk
- Existing Sidewalk
- Sidewalk 2015

**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

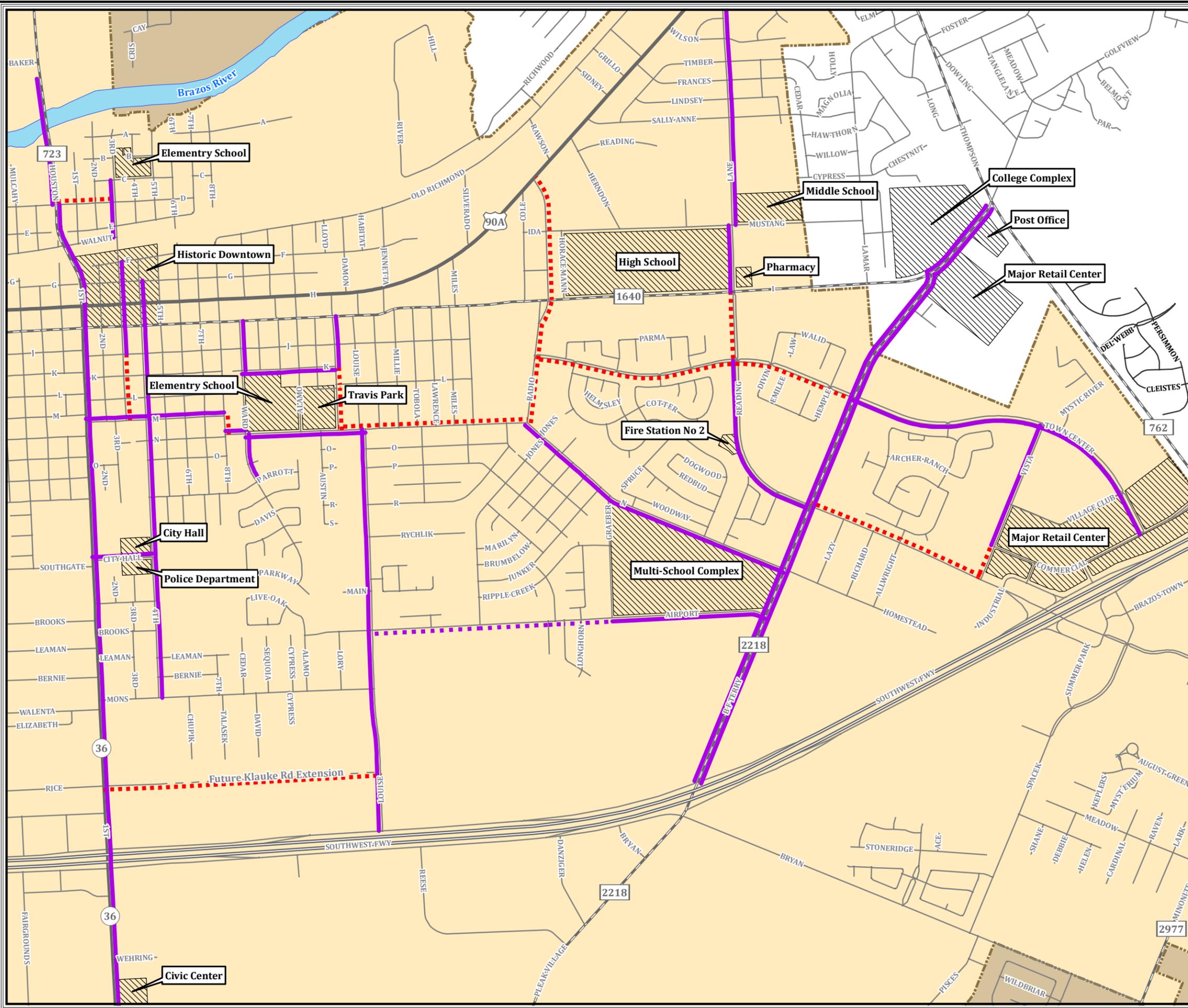


Scale:  
1:19,800  
or  
1 Inch = 1,650 Feet



Created by: City of Rosenberg GIS - Paul M. Jones  
Date Created: December 30, 2014  
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

- Ms. Vasut clarified the Total Current Period Expenditures balance regarding the RDC Projects Fund transfers and the Net balance was excess funds, not deficit.

**Action:** Director Scopel moved and Director Bailey seconded a motion to approve Consent Agenda item B, now Item 1A. The motion carried by a unanimous vote of those present.

1. **HOLD EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE TO RECEIVE LEGAL ADVICE FROM THE CITY ATTORNEY CONCERNING CONTEMPLATED LITIGATION, NAMELY DISPUTE WITH IMPERIAL PERFORMING ARTS, INC.; AND, PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE FOR DELIBERATIONS REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS.**

President Knesek adjourned the Regular Session and declared an Executive Session at 4:10 p.m.

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

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

President Knesek adjourned the Executive Session and reconvened into Regular Session at 5:17 p.m. No action was taken.

**RECESS SESSION, RECONVENE SESSION.**

President Knesek recessed the Session at 5:17 p.m., and reconvened the Session at 5:26 p.m.

3. **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. The RDC Projects Fund currently has \$15,888.00 remaining dollars in the FY 2013 Park Improvements Line Item.

**Key discussion points:**

- Mr. McCarthy presented the details and quotes for the tree grates in Downtown Rosenberg. Director McConathy asked if the grates would replace the brick and cement around the trees.
- Director Garcia asked if there were any local quotes for the work. Mr. McCarthy stated he has not received any local quotes yet and the cement curb would remain around the trees.
- Director Garcia asked if the Downtown Merchants have been asked to participate in this project. Mr. McCarthy will communicate with the merchants.
- Discussion followed about possible trip hazards if the curb around the tree is raised. Consensus of the Directors was to eliminate the trip hazard completely by taking the curb out around the trees.

**Action:** Director Bailey moved and Director McConathy seconded a motion to request McCarthy to bring back quotes, including any local businesses, showing the cost as presented as well as the cost to remove the raised curbs around the trees and install grates level with the ground. The motion carried by a unanimous vote of those present.

4. **REVIEW AND DISCUSS CITY SIDEWALK PLAN, AND TAKE ACTION AS NECESSARY.**  
**Executive Summary:** This item allows the Rosenberg Development Corporation Board the opportunity to discuss City Sidewalk Plan and take action as necessary.

**Key discussion points:**

- President Knesek opened the discussion explaining the City's policy on funding sidewalks. President Knesek previously met with Travis Tanner and Melissa Pena to talk about sidewalks in the City of Rosenberg. President Knesek then asked Mr. Tanner to update the Board on the City's progress and plan for sidewalks.
- Mr. Tanner explained that when new developments come into the City, staff prioritizes the sidewalk system to fill in the gaps and make use of those developments to connect to areas that need sidewalks. The City can make a small investment that goes a long way as they partner with developments. Connectivity and improving the sidewalk system is the main goal in this area.
- Mr. Tanner asked for direction of specific areas in need and staff will look at the costs of some of those areas and come back with something concrete.

**Action:** Director McConathy moved and Director Garcia seconded a motion to authorize staff to continue looking at options, and to bring back a proposal to move forward with construction of sidewalks. The motion carried by a unanimous vote of those present.



# COMMUNICATION FORM

January 08, 2014

<i>ITEM #</i>	<i>ITEM TITLE</i>
10	Old Richmond Road and Jennetta Street Reconstruction
<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 :**

Randall Malik  
RDC Executive Director

- 1) Attachment A-1 - Scope of Services to be Provided by the Engineer
- 2) Fee Schedule – Exhibit D – Old Richmond Road and Jenetta Street
- 3) 2013 Economic Development Handbook Excerpt – Infrastructural Projects improvements which promote or develop new or expanded business enterprises
- 4) Resolution No. R-1705 – 10-15-13
- 5) City Council Meeting Minute Excerpt – 9-17-13
- 6) City Council Meeting Minute Excerpt – 10-15-13

**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 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.

## 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-1"

**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.

**SCHEDULE**

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

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 **\$142,990.00** 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**

<b><u>Services</u></b>	<b><u>Cost</u></b>
Surveying	\$ 31,313.00
Geotechnical Investigation	\$ 14,600.00
Engineering	\$ 75,715.00
Project Management	\$ 11,400.00
Construction Phase	\$ 8,040.00
<u>Direct Expenses</u>	<u>\$ 1,922.00</u>
<b>Total Fee:</b>	<b>\$ 142,990.00</b>

**FEE SCHEDULE - EXHIBIT D**

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

**METHOD OF PAY: LUMP SUM**

**PRIME PROVIDER NAME: CIVILCORP, LLC**

12/19/2014

<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>	\$75,715.00	
<b>CONSTRUCTION</b>	\$8,040.00	
<b>PROJECT MANAGEMENT</b>	\$11,400.00	
<b>Direct Expenses</b>	\$1,922.00	
<b>TOTALS</b>	<b>\$128,390.00</b>	<b>\$14,600.00</b>
<b>TOTAL</b>		<b>\$142,990.00</b>

CONSTRUCTION COST ESTIMATE	\$1,800,000.00
SURVEYING %	1.74%
ENGINEERING %	4.95%
CONSTRUCTION PHASE %	0.45%
GEOTECH %	0.81%
TOTAL %	7.94%

### **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-1705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, APPROVING THE RECONSTRUCTION OF OLD RICHMOND ROAD AND JENNETTA STREET, INCLUDING DRAINAGE IMPROVEMENTS, AND AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A REQUEST FOR ASSISTANCE TO FORT BEND COUNTY AND TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, ALL NECESSARY DOCUMENTATION REGARDING SAME IN AN AMOUNT NOT TO EXCEED \$500,000.00.

\* \* \* \* \*

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

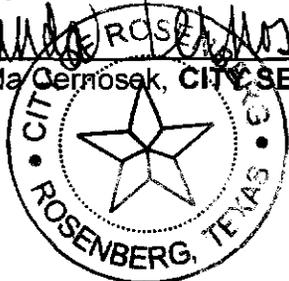
Section 1. The City Council of the City of Rosenberg hereby approves the reconstruction of Old Richmond Road from the approximate limits of 8<sup>th</sup> Street to east of Hardcastle Street and Jennetta Street from the approximate limits of Old Richmond Road to Avenue H, including drainage improvements. Additional drainage system improvements for the dead end portion of Avenue F, east of Jennetta Street are also authorized, if funding is available.

Section 2. The City Council of the City of Rosenberg hereby authorizes the Interim City Manager to submit a request for assistance to Fort Bend County and to negotiate and execute, for and on behalf of the City, all necessary documentation regarding same in an amount not to exceed \$500,000.00.

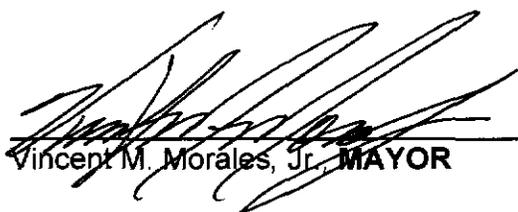
PASSED, APPROVED, AND RESOLVED this 15<sup>th</sup> day of October 2013.

ATTEST:

  
Linda Cernosek, CITY SECRETARY



APPROVED:

  
Vincent M. Morales, Jr., MAYOR

roof then it would come back to Council after the assessment. Matt Fielder will make Council aware of the findings and then Council will determine whether we go with that master plan that was presented and again Council would have to approve that.

- Councilor Bolf asked how long it will take to make that determination.
- Matt Fielder stated two to three weeks for the demolition, and then we bid the roof out and then come back with the roof. We want to check the structure before doing the roof. We will be able to come back and present Council with accurate numbers. Environmental remediation will be done and the true numbers will be available to make a decision to move forward or not.
- Councilor Bolf agreed that we need to finish some of the projects that have been started and finish all we can before we look at adding any projects.

Upon voting the motion carried by a unanimous vote of those present.

6. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1694, A RESOLUTION APPROVING THE FY2015-FY2018 CAPITAL IMPROVEMENT PLAN.**

**Executive Summary:** Based on City Council priorities, the deadline for compliance with the Fort Bend Subsidence District mandate, the availability of Fort Bend County Mobility Funds and other factors, staff has prepared a proposed schedule for Capital Projects in FY2015, FY2016, FY2017 and FY2018.

Staff recommends approval of Resolution No. R-1694.

**Key discussion points:**

- Joyce Vasut gave an overview of the item regarding Resolution No. R-1694.
- All of these projects come from the original list of items that Council voted on. If it was one the list Council voted on for three different projects staff put it somewhere on this five year plan.

**Action:** Councilor McConathy made a motion, seconded by Councilor Euton to approve Resolution No. R-1694, a Resolution approving the FY2015-FY2018 Capital Improvement Plan.

**Questions/Comments:**

- Councilor Euton asked for clarification that this does not obligate us to do these things in this order. This is a vision of what is to come.
- Joyce Vasut stated that is correct. With the County Mobility Bond Election, our upcoming bond election, and with the alternative water project there will be a lot of changes the next four years. We are also planning within the staff's strategic planning within our departments.
- Councilor Euton asked where Zone 8 Park Development is located.
- Matt Fielder stated Zone 8 Park is the regional detention facility off of Rohan Road.
- Councilor Benton asked if the Civic Center is anywhere on the list.
- Joyce Vasut stated it is on FY2018 and is a long way away. It was a project that was on the original ranking sheets.

Upon voting the motion carried by a unanimous vote.

7. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1701, A RESOLUTION EXTENDING A COMPLIANCE DEADLINE OF SEPTEMBER 30, 2013, TO SEPTEMBER 30, 2016, FOR THE PROVISION OF SERVICES BY THE ROSENBERG FIRE DEPARTMENT TO CERTAIN AREAS WITHIN THE CITY'S EXTRATERRITORIAL JURISDICTION AND/OR UNINCORPORATED AREAS OF FORT BEND COUNTY.**

**Executive Summary:** City Council has previously passed Resolution No. R-1307 which established a date of September 30, 2013, as a deadline for discontinuing fire service to certain areas within the City's Extraterritorial Jurisdiction (ETJ) and/or unincorporated areas of Fort Bend County. The new Fort Bend County Fire Marshal has requested an extension of the deadline to allow his office to develop a service plan for certain areas within the City's ETJ and/or unincorporated areas of Fort Bend County. A deadline extension to September 30, 2016, would allow staff to work with the County Fire Marshal's Office to develop a service plan for the areas that are affected by the deadline.

Staff recommends approval of Resolution No. R-1701.

**COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.**

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

There were no comments from the audience.

**CONSENT AGENDA**

**1. REVIEW OF CONSENT AGENDA.**

*All Consent Agenda items listed are considered to be routine by the City Council and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a City Council Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.*

**A. CONSIDERATION OF AND ACTION ON SPECIAL MEETING MINUTES FOR AUGUST 27, 2013, AND REGULAR MEETING MINUTES FOR SEPTEMBER 03, 2013, AND REGULAR MEETING MINUTES FOR SEPTEMBER 17, 2013.**

**B. CONSIDERATION OF AND ACTION ON AUTHORIZATION TO SELL THE PROPOSED LIST OF SURPLUS PROPERTY ITEMS TO BE INCLUDED IN THE ON-LINE AUCTION.**

*Executive Summary:* For City Council's consideration, staff has provided items on the attached list to be included in the City-wide auction to retire surplus equipment, confiscated items, and other salvaged property. The on-line auction is ongoing with PropertyRoom.Com.

Staff recommends approval of the surplus list as presented.

**C. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1704, A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR SANITARY SEWER IMPROVEMENTS – PHASE IX, BY AND BETWEEN THE CITY AND FORT BEND COUNTY, IN THE AMOUNT OF \$177,401.00.**

*Executive Summary:* On March 19, 2013, City Council approved the Community Development Block Grant (CDBG) Fund application for the design and construction of a sanitary sewer improvement project named North Side Sanitary Sewer Improvements – Phase IX (Project). On August 20, 2013, City Council approved Resolution No. R-1683 amending the Project budget. CDBG is providing \$177,401.00 for the construction of the Project and the City will provide local matching funds in the amount of \$111,400.00 for construction, engineering services and contingencies. The Project will address an ongoing infrastructure deficiency and will alleviate inflow and infiltration and overcapacity issues in the existing sanitary sewer infrastructure for the entire northern portion of the City. The executed Agreement will be returned to the Fort Bend County Community Development Department for submission to Commissioners Court for approval and execution.

The Agreement is the standard Agreement issued by CDBG, and staff recommends approval of Resolution No. R-1704 providing authorization for the Interim City Manager to execute the Agreement.

**D. CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1705, A RESOLUTION APPROVING THE RECONSTRUCTION OF OLD RICHMOND ROAD AND JENNETTA STREET, INCLUDING DRAINAGE IMPROVEMENTS, AND AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A REQUEST FOR ASSISTANCE TO FORT BEND COUNTY AND TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, ALL NECESSARY DOCUMENTATION REGARDING SAME IN AN AMOUNT NOT TO EXCEED \$500,000.00.**

*Executive Summary:* The FY2014 Capital Improvement Project list approved by City Council on September 17, 2013, includes the reconstruction of Old Richmond Road. This item has been placed on the agenda to offer City Council the opportunity to consider a Resolution approving the reconstruction of both Old Richmond Road and Jennetta Street; and requesting assistance from Fort Bend County Road and Bridge. The existing roadways

would be reconstructed by pulverizing the existing pavement, adding and compacting base material, followed by a hot-mix asphalt overlay. Drainage improvements consisting of the replacement of existing culvert pipes and ditch cleaning in areas where necessary would also be included. The project scope includes Old Richmond Road from 8<sup>th</sup> Street to east of Hardcastle Street and Jennetta Street from Old Richmond Road to Avenue H. Drainage system improvements for the dead end portion of Avenue F, east of Jennetta Street would also be included, if funding allows.

The 2013 Certificates of Obligation allocated \$500,000.00 for this project.

Staff recommends the approval of Resolution No. R-1705, approving the reconstruction of Old Richmond Road and Jennetta Street, including said drainage improvements and authorizing the Interim City Manager to submit a request for assistance to Fort Bend County and to negotiate and execute, all necessary documentation in an amount not to exceed \$500,000.00.

- E. CONSIDERATION OF AND ACTION ON ORDINANCE NO. 2013-41, AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY DELETING SECTIONS 6-29, 6-82, 6-126, AND 6-135 OF CHAPTER 6 THEREOF ENTITLED "BUILDINGS AND BUILDING REGULATIONS", AND ESTABLISHING THEREFOR NEW SECTIONS 6-29, 6-82, 6-126, AND 6-135 OF CHAPTER 6 REGARDING ADOPTION OF INTERNATIONAL EXISTING BUILDING CODE, 2012 EDITION, DWELLING OUTLETS, ADOPTION OF THE NATIONAL ELECTRICAL CODE, 2011 EDITION, CONDUCTORS, AND DEFINITION AND REMOVAL OF TEMPORARY SERVICE POLES; DELETING ARTICLE VII OF CHAPTER 6 AND ESTABLISHING THEREFOR A NEW ARTICLE VII ENTITLED "SWIMMING POOL AND SPA CODE"; DELETING ARTICLE XIV OF CHAPTER 6 THEREOF IN ITS ENTIRETY AND ESTABLISHING THEREFOR A NEW ARTICLE XIV ENTITLED "RESERVED"; AND DELETING ARTICLE III OF CHAPTER 16 ENTITLED "RESERVED" AND ESTABLISHING THEREFOR A NEW ARTICLE III, ENTITLED "CONTRACTOR REGISTRATION", ESTABLISHING REQUIREMENTS FOR REGISTRATION OF CONTRACTORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.**

**Executive Summary:** Staff presented the final code adoptions and amendments to City Council at the September 24, 2013, City Council Workshop meeting. This included:

1. The 2012 International Existing Building Code, 2012 International Swimming Pool and Spa Code, and the 2011 National Electrical Code.
2. The Building and Standards Board's recommendation to delete in its entirety the 2006 International Property Maintenance Code (IPMC), thus deleting the IPMC from our ICC group of Codes. Along with Code adoption recommendations, and
3. Two (2) amendments to Article III, titled "Electricity" Sections 6-82 (b)(1), Section 6-135 (f), and replacing Article III of Chapter 16 with a new Article III, Section 16-61, titled "Contractor Registration".

Staff recommends approval of Ordinance No. 2013-41 as presented.

- F. CONSIDERATION OF AND ACTION ON A FINAL PLAT OF RIVER RUN AT THE BRAZOS SECTION FIVE, BEING A SUBDIVISION OF 8.3492 ACRES OUT OF THE WM. LUSK SURVEY, A-276, IN FORT BEND COUNTY, TEXAS, (FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 158); 39 LOTS, 2 BLOCKS.**

**Executive Summary:** The proposed Final Plat of River Run at the Brazos Section Five is located off of Valley Ridge Drive at Messina Lane, in the southern part of the River Run at the Brazos development. It is in the City's Extraterritorial Jurisdiction (ETJ) and in Fort Bend County Municipal Utility District No. 158 (MUD No. 158).

The approved Land Plan calls for fifty-foot (50') lots in this part of the development. The proposed Plat contains thirty-nine (39) single-family residential lots. All of the lots are a minimum of fifty feet (50') or greater in width in accordance with the approved Land Plan. In fact, approximately half of the lots in the proposed subdivision are sixty feet (60') or greater in width. The proposed Plat is above and beyond the minimum requirement of fifty foot (50') lots. At build-out, River Run at the Brazos will consist of 287 lots that are sixty feet (60') or

Grant Program (HSGP)-State Homeland Security Program (SHSP) Award to the City in the total amount of \$77,204.00.

**Action:** Councilor McConathy made a motion, seconded by Councilor Benton to approve Items A, B, E, F, H and I on the Consent Agenda and pull Items C, D, and G and put those Consent Agenda Items on the Regular Agenda for discussion. The motion carried by a unanimous vote of those present.

## REGULAR AGENDA

2A. *This item was previously Item C on the Consent Agenda.*

**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1704, A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR SANITARY SEWER IMPROVEMENTS – PHASE IX, BY AND BETWEEN THE CITY AND FORT BEND COUNTY, IN THE AMOUNT OF \$177,401.00.**

**Executive Summary:** On March 19, 2013, City Council approved the Community Development Block Grant (CDBG) Fund application for the design and construction of a sanitary sewer improvement project named North Side Sanitary Sewer Improvements – Phase IX (Project). On August 20, 2013, City Council approved Resolution No. R-1683 amending the Project budget. CDBG is providing \$177,401.00 for the construction of the Project and the City will provide local matching funds in the amount of \$111,400.00 for construction, engineering services and contingencies. The Project will address an ongoing infrastructure deficiency and will alleviate inflow and infiltration and overcapacity issues in the existing sanitary sewer infrastructure for the entire northern portion of the City. The executed Agreement will be returned to the Fort Bend County Community Development Department for submission to Commissioners Court for approval and execution.

The Agreement is the standard Agreement issued by CDBG, and staff recommends approval of Resolution No. R-1704 providing authorization for the Interim City Manager to execute the Agreement.

**Key discussion points:**

- John Maresh, Assistant City Manager read the Executive Summary regarding Resolution No. R-1704.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1704, a Resolution authorizing the Interim City Manager to execute, for and on behalf of the City, an Agreement for Community Development Block Grant Funding for Sanitary Sewer Improvements – Phase IC, by and between the City and Fort Bend County, in the amount of \$177,401.00.

**Questions/Comments:**

- Councilor Benton stated this is good news for the people in District 1 on the north side of Rosenberg. He wanted the people to know about this project.

Upon voting the motion carried by a unanimous vote of those present.

2B. *This item was previously Item D on the Consent Agenda.*

**CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1705, A RESOLUTION APPROVING THE RECONSTRUCTION OF OLD RICHMOND ROAD AND JENNETTA STREET, INCLUDING DRAINAGE IMPROVEMENTS, AND AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT A REQUEST FOR ASSISTANCE TO FORT BEND COUNTY AND TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, ALL NECESSARY DOCUMENTATION REGARDING SAME IN AN AMOUNT NOT TO EXCEED \$500,000.00.**

**Executive Summary:** The FY2014 Capital Improvement Project list approved by City Council on September 17, 2013, includes the reconstruction of Old Richmond Road. This item has been placed on the agenda to offer City Council the opportunity to consider a Resolution approving the reconstruction of both Old Richmond Road and Jennetta Street; and requesting assistance from Fort Bend County Road and Bridge. The existing roadways would be reconstructed by pulverizing the existing pavement, adding and compacting base material, followed by a hot-mix asphalt overlay. Drainage improvements consisting of the replacement of existing culvert pipes and ditch cleaning in areas where necessary would also be included. The project scope includes Old Richmond Road from 8<sup>th</sup> Street to east of Hardcastle Street and Jennetta Street from Old Richmond Road to Avenue H. Drainage system improvements for the dead end portion of Avenue F, east of Jennetta Street would

also be included, if funding allows.

The 2013 Certificates of Obligation allocated \$500,000.00 for this project.

Staff recommends the approval of Resolution No. R-1705, approving the reconstruction of Old Richmond Road and Jennetta Street, including said drainage improvements and authorizing the Interim City Manager to submit a request for assistance to Fort Bend County and to negotiate and execute, all necessary documentation in an amount not to exceed \$500,000.00.

**Key discussion points:**

- John Maresh read the Executive Summary regarding Resolution No. R-1705.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve Resolution No. R-1705, a Resolution approving the reconstruction of Old Richmond Road and Jennetta Street, including drainage improvements, and authorizing the Interim City Manager to submit a request for assistance to Fort Bend County and to negotiate and execute, for and on behalf of the City, all necessary documentation regarding same in an amount not to exceed \$500,000.00.

**Questions/Comments:**

- Councilor Benton asked if funds were available would the bore go under the storage or behind Fiesta and will the road be widened? Will the drainage improve?
- Charles Kalkomey stated it would go under Fiesta and go by Silverado into the big storm drainage.
- John Maresh stated the road might be a couple of feet wider but will remain essentially the same. The drainage along Old Richmond Road will improve. There are some collapsed pipes.
- Councilor Pena stated the road needs to be fixed and we know there is a water issue there. He thanked John Maresh, Charles Kalkomey and Commissioner Morrison for their assistance in getting this project done.
- Councilor McConathy thanked Councilor Pena for spearheading the project.

Upon voting the motion carried by a unanimous vote of those present.

2C.

***This item was previously Item G on the Consent Agenda.***

**CONSIDERATION OF AND ACTION ON A FINAL PLAT OF STRIPES ON SOUTHGATE, A SUBDIVISION OF 6.835 ACRES OR 297,731 SQUARE FEET OF LAND BEING A PARTIAL REPLAT OF LOTS 1 AND 2 AND THE EAST 100 FEET OF LOT 3, KOVAR SUBDIVISION, RECORDED UNDER VOL. 196, PG. 36, PLAT RECORDS OF FORT BEND COUNTY, IN THE HENRY SCOTT LEAGUE, ABSTRACT NO. 81, CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS; 1 BLOCK, 2 RESERVES.**

**Executive Summary:** The Final Plat of Stripes on Southgate is a proposed replat of Lots 1, 2, and 3 of Kovar Subdivision. The property was originally platted in 1941. The Plat is located in the City, at the intersection of Southgate and State Highway 36. It consists of two (2) proposed reserves and 6.8 acres. The purpose of the Plat is to develop a convenience store with fueling stations on Reserve "A" at the southwest corner.

While a convenience store with fueling stations can be developed on this tract, it must comply with all applicable regulations including, but not limited to, parking, parking setbacks, landscaping, building setbacks, etc. It is important to note, however, that this Agenda item is for the approval of the subdivision and not any subsequent development. The Plat and creation of two (2) reserves will also require the extension of a water line from State Highway 36 to Reserve "B".

The proposed Plat complies with all applicable regulations of the City of Rosenberg. A Preliminary Plat of this subdivision was approved by the Planning Commission on July 24, 2013, following a public hearing, as required by State law. The Planning Commission subsequently recommended approval to City Council of the Final Plat on September 25, 2013. Staff recommends approval of the Final Plat of Stripes on Southgate.

**Action:** Councilor Benton made a motion, seconded by Councilor McConathy to approve a Final Plat of Stripes on Southgate, a subdivision of 6.835 acres or 297,731 square feet of land being a partial replat of Lots 1 and 2 and the east 100 feet of Lot 3, Kovar Subdivision, recorded under Vol. 196, Pg. 36, Plat Records of Fort Bend County, in the Henry Scott League, Abstract No. 81, City of Rosenberg,



# COMMUNICATION FORM

January 08, 2015

<b>ITEM #</b>	<b>ITEM TITLE</b>
11	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.

## 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

January 08, 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.**